ROCKLIN CITY COUNCIL

City Council Regular Meeting
City Hall - Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

October 13, 2026
General Session 6:00 p.m.

DAVID BASS, *Mayor*
BILL HALLDIN, *Vice Mayor*
KEN BROADWAY, *Council Member*
JILL GAYALDO, *Council Member*
GREG JANDA, *Council Member*

ALY ZIMMERMANN, *City Manager*
MATTHEW MCOMBER, *City Attorney*
DANIEL CHOE, *City Treasurer*
AVINTA SINGH, *City Clerk*

HOW TO PARTICIPATE

The City of Rocklin welcomes your interest and involvement in the City's legislative process. The City Council has established a procedure for addressing the Council. Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker identification sheet to the City Clerk. Speaker identification sheets are available near the entrance of the Council Chambers. For items listed on the agenda, any person may address the City Council at the time the item is considered. Speakers are requested to restrict their comments to the item as it appears on the agenda and stay within the required three-minute time limit. The Brown Act does not permit the City Council to take action on items brought up under Citizens Addressing the City Council. The meeting is held pursuant to City Council Procedural Rules.

WRITINGS RECEIVED AFTER AGENDA POSTING

Any writing or documents related to an agenda item for this meeting provided to the City Council, Public Financing Authority or Successor Agency will be made available for public inspection at City Hall, 3970 Rocklin Road, Rocklin, during normal business hours.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting or other services in conjunction with this meeting, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 625-5560 at least 48 hours prior to the meeting or time when services are needed so that we may make every reasonable effort to accommodate you.

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, t o disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $500 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

If making a presentation regarding an agenda item, all audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance. 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.gov.

AGENDA

MEETING INSTRUCTIONS

Members of the public may watch the meeting via live stream at:
https://ca-rocklin.civicplus.com/705/City-Council-Agendas-Minutes

The meeting will also be available through Zoom using Webinar ID **827 6131 7081** and Passcode **201997**.

Members of the public are welcome to attend the meeting in person or participate virtually. For those wishing to make a comment in person, although not required, complete a speaker card and present it to the meeting clerk. For those unable to attend in person, but wishing to make a public comment, a written public comment may be submitted via email to PublicComments@rocklin.ca.us. Emailed comments will be accepted until 3:00 p.m. on the meeting day and will be distributed to the City Council and treated as a public record.

The meeting will also be offered via Zoom Webinar and will include closed captioning. The public is welcome to make public comments through Zoom (audio only) using the steps below:

How to Make a Public Comment by Zoom
When joining the meeting, attendees will be muted by default. Please use the "Raise Hand" feature to inform the meeting clerk that you would like to make a public comment. Information on how to use the raise hand feature can be found on the Zoom website.

Zoom Participation by Computer or Smartphone
Members of the public may join the meeting from a computer using the web browser or the Zoom desktop application. The public can also participate using the Zoom mobile app available on an Apple iOS or Android device. Click the link below to join the Zoom meeting:
https://us02web.zoom.us/j/83359131676?pwd=RYaheHV1gjJroZNbVTYMEQ3pKO3qtV.1

Zoom Participation by Telephone
1. Dial (669) 900-6833.
2. When asked for the meeting ID, enter **827 6131 7081**.
3. When asked for your participant ID, **press #** to continue.
4. When asked for the meeting passcode, enter **201997**.

Meeting participants will be muted by default. To inform the meeting clerk that you would like to make a public comment, dial *9 to "raise your hand." The clerk will unmute you when it is your turn to speak.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

This is an opportunity for public comment on matters not listed on the agenda. Public comment on items listed on the agenda will be taken when the agenda item is called.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

C1. Minutes of the September 22, 2026, Regular Meeting of the City Council
Recommendation: Approve the Minutes of the September 22, 2026, Regular Meeting of the City Council.

C2. City of Rocklin Conflict of Interest Code - Biennial Review
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Readopting the City of Rocklin Conflict of Interest Code and Amending the List of Designated Positions.

C3. Whitney Ranch Parkway Microsurfacing Project - Bid Award
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding a Construction Contract for the Whitney Ranch Parkway Microsufacing Project to Sierra Nevada Construction, Inc. and Authorizing the City Manager to Execute the Contract and Approve Change Orders.

C4. Placer Valley Tourism Capital Grant for Quarry Park Amphitheater
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Grant Agreement by and between Placer Valley Tourism and the City of Rocklin.

C5. Homeland Security Grant Program-Urban Area Security Initiative (UASI) - Grant Subaward

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Subawardee Grant Agreement with the City of Sacramento Accepting the Terms and Subaward of the 2025 Homeland Security Grant Program Urban Area Security Initiative.

C6. Replacement of End of Service Life Police Vehicles

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Six (6) 2027 Chevrolet Tahoe Vehicles and Authorizing the City Manager to Purchase the Vehicles.

C7. ADA Ramps Upgrade Project - Bid Award

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Blue Oaks, Park, and Dominguez ADA Ramps Upgrade Project to FBD Vanguard Construction, Inc. and Authorizing the City Manager to Execute an Agreement with FBD Vanguard Construction, Inc.

C8. Fire Station 24 - Exterior Repairs Project - Bid Award

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Fire Station 24 - Exterior Dry Rot Repair, Wood Restoration, and Repainting Bid Award to Color New Corp, Inc., and Authorizing the City Manager to Execute an Agreement.

PUBLIC HEARINGS

Public Hearings may be reordered by the Mayor with the consent of the legislative body.

PH1. Annexation Into Community Facilities District No. 1 (Placer Creek Apartments)

Recommendation: Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 97), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Placer Creek Apartments, APN 017-084-012-000).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 97) (Placer Creek Apartments, APN 017-084-012-000).

PH2. Annexation Into Community Facilities District No. 5 (Placer Creek Apartments)

Recommendation: Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (Annexation No. 82), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Placer Creek Apartments, APN 017-084-012-000).

B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 5 (Annexation No. 82) (Placer Creek Apartments, APN 017-084-012-000).

PH3. Zone Rocklin - Comprehensive Zoning Amendment / General Plan Amendment, GPA2026-0001; General Development Plan Amendment, PDG2026-0002; Zoning Ordinance and Map Amendments, ZOA20206-0003; and Environmental, ENV2026-0010

Recommendation: Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / ENV2026-0010).

B. Adopt a Resolution of the City Council of the City of Rocklin Approving a General Plan Amendment for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / GPA2026-0001).

C. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing Multiple General Development Plans for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / PDG2026-0002).

D. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Title 17 of the Rocklin Municipal Code, Amending Related Provisions of the Rocklin Municipal Code, and Adopting the Corresponding Zoning Map Amendments (Zone Rocklin / ZOA2026-0003).

PH4. Midas Apartments / Design Review, DR2026-0002; and Environmental, ENV2026-0008 (continued from August 4, 2026)

Recommendation: Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Midas Apartments / ENV2026-0008).

B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (Midas Apartments / DR2026-0002).

FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the September 22, 2026, Regular Meeting of the City Council

Date: October 13, 2026

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the September 22, 2026, Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of September 22, 2026

ROCKLIN CITY COUNCIL

City Council Regular Meeting
City Hall – Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

September 22, 2026
Closed Session 5:30 p.m.
General Session 6:00 p.m.

-DRAFT-

CALL TO ORDER

Mayor Bass called the meeting to order at 5:33 p.m.

ROLL CALL

Present: Councilmembers Ken Broadway, Jill Gayaldo, Bill Halldin, Greg Janda
Mayor David Bass
Absent: None

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:32 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.95, Liability Claim. Claimant: Ashley Topete. Agency Claimed Against: City of Rocklin.

Members of the City Council returned to the Council Chambers at 6:00 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

CALL GENERAL SESSION TO ORDER

Mayor Bass called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Bass led the pledge of allegiance.

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Mr. Greg Pereira addressed the City Council regarding safety concerns related to riders on electric bikes at El Don Drive, shared risks to residents of getting injured, indicated that the riders trespass and fish in community ponds, and requested the City explore options to address the matter.

City Manager Zimmermann indicated that Police Chief Banks was available to connect with the resident to discuss the concerns further.

Mr. Peter Towne addressed the City Council regarding concerns about riders on electric bikes fishing in prohibited areas, the nuisance caused to the neighborhood, requested increased enforcement and assistance with communicating with parents to ensure awareness of the behavior.

Mr. Chase K. addressed the City Council regarding the safety impacts of electric bike riders, disruption to local businesses and damage to private property, and requested consideration of measures to address these concerns.

Mr. Mehdi Kamsi. addressed the City Council expressing concerns about a dog barking nuisance in his neighborhood and the placement of basketball hoops on residential streets, and requested assistance with enforcement.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Vice Mayor Halldin shared that he attended the Hot Chili and Cool Cars event and thanked the Rocklin Area Chamber of Commerce for organizing this event; recognized the organizers of Patriot Day, marking the 25th anniversary of 9/11; and shared his mother recently celebrated her 90th birthday.

Council Member Gayaldo shared that she attended Patriot Day and commended the organizers; participated in the Association of Metropolitan Planning Organizations National Conference hosted by the Sacramento Area Council of Governments (SACOG);

attended the Employee Recognition event honoring staff for years-of-service milestones; attended a SACOG Board meeting; attended the Placer County Office of Education's 2026 Community Leader Breakfast event; participated in the Placer Feed My Starving Children Mobile Pack event; participated in the car cruise and Hot Chili and Cool Cars event, which she noted was well attended and organized; attended a meeting of the Placer Mosquito Vector Control District; expressed her appreciation to the Placer County Sheriff's Office, Rocklin Police Department, firefighters and other first responders for their bravery and involvement in the recent manhunt for a fugitive.

Council Member Broadway shared that he attended the Hot Chili and Cool Cars event and recognized the Chamber of Commerce and City staff for its success; and thanked the Rocklin Public Safety Foundation and City staff for organizing the Patriot Day event and honoring first responders and military personnel on the anniversary of 9/11.

City Manager Zimmermann shared there were four Concerts at Quarry Park scheduled between the current and next City Council meetings, noting that additional information was available on the City's website; announced the City will co-host the Maker Faire at Sierra College on October 3, 2026, which will include the College's Preview Day and 90th anniversary celebration; and shared the Fire Prevention Open House will be held on October 4, 2026 at Fire Station 23.

CONSENT CALENDAR

C1. Minutes of the August 25, 2026, Regular Meeting of the City Council
Action: Approved the Minutes of the August 25, 2026, Regular Meeting of the City Council.

C2. Proclamation Declaring October 4 - 10, 2026, as Fire Prevention Week
Action: Approved a Proclamation Declaring October 4 - 10, 2026, as Fire Prevention Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. 2026 Wall of Recognition Recommendations
Action: Approved the 2026 Wall of Recognition recommendations made by the Community Recognition Commission.

C4. Response to 2025-26 Grand Jury Report - Public Communication by Placer County Cities: Correctable Deficiencies
Action: Adopted Resolution No. 2026-141 of the City Council of the City of Rocklin Approving a Response to the 2025-26 Grand Jury Final Report on Behalf of the City of Rocklin.

C5. On-Call Construction Management Services Contract Awards
Action:

A. Adopted Resolution No. 2026-142 of the City Council of the City of Rocklin Awarding an On-Call Contract for Construction Management Services to Consor North America, Inc. and Authorizing the City Manager to Execute the Agreement.

B. Adopted Resolution No. 2026-143 of the City Council of the City of Rocklin Awarding an On-Call Contract for Construction Management Services to Lumos & Associates, Inc. and Authorizing the City Manager to Execute the Agreement.

C. Adopted Resolution No. 2026-144 of the City Council of the City of Rocklin Awarding an On-Call Contract for Construction Management Services to Salaber Associates, Inc. and Authorizing the City Manager to Execute the Agreement.

D. Adopted Resolution No. 2026-145 of the City Council of the City of Rocklin Awarding an On-Call Contract for Construction Management Services to Unico Engineering, Inc. and Authorizing the City Manager to Execute the Agreement.

C6. State of California Office of Traffic Safety (OTS) Grant Award and Agreement
Action: Adopted Resolution No. 2026-146 of the City Council of the City of Rocklin Accepting an Award from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) and Authorizing the City Manager to Execute the Grant Agreement and Necessary Grant Documentation.

C7. The Bluffs Subdivision Road Reconstruction Phase II– Notice of Completion
Action: Adopted Resolution No. 2026-147 of the City Council of the City of Rocklin Accepting the Public Work Known as the Bluffs Subdivision Road Reconstruction Phase II Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (All Phase Construction & Engineering, Inc.).

C8. Traffic Signal Equipment - Purchasing Authorization
Action: Adopted Resolution No. 2026-148 of the City Council of the City of Rocklin Authorizing the City Manager to Purchase Goods and Supplies from TESCO Controls, Inc.

C9. Stormwater Pipe Replacement Contract Award
Action: Adopted Resolution No. 2026-149 of the City Council of the City of Rocklin Awarding the Agreement for the Stormwater Pipe Replacement Project to SAK Construction, LLC, and Authorizing the City Manager to Execute an Agreement.

C10. Monument Springs Drive Roadway and Bridge Improvements Mitigation Bank Credits – Delegation of Acquisition Authority to City Manager
Action: Adopted Resolution No. 2026-150 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute All Necessary Documents for the Acquisition of Mitigation Bank Credits for the Monument Springs Drive Roadway and Bridge Improvements Project.

PUBLIC COMMENT

There were no public comments from attendees in person or via Zoom.

Motion to approve Consent Calendar Item Nos. C1 through C10, by Council Member Broadway, seconded by Council Member Janda and inclusive of the blue Memo making corrections to the Minutes of the August 25, 2026, Regular Meeting of the City Council. Passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin, Janda Mayor Bass
Noes:	None
Absent:	None
Abstain:	None

PRESENTATIONS

P1. Proclamation Declaring October 4 - 10, 2026 as Fire Prevention Week

Mayor Bass read the proclamation and presented it to the Rocklin Fire Department.

On behalf of the City Council, Mayor Bass presented Fire Chief Reginald Williams with a plaque congratulating him on his retirement and recognizing his 32-year career and six years of dedicated service to the City of Rocklin, steady leadership and contributions strengthening the Rocklin Fire Department, and wished Fire Chief Williams and his family well in retirement.

Fire Chief Williams thanked the City Council for the recognition and expressed his gratitude for the opportunity to serve; emphasized his pride in the Fire Department's dedication to protecting the community and for their contributions to the department's success; and expressed appreciation for City departments and staff for their commitment to serving residents.

The City Councilmembers thanked Fire Chief Williams for his dedicated service to the community, commitment to the Rocklin Fire Department, recognized his professionalism and the high level of service provided under his leadership, and wished him well on his retirement.

The City Council recessed at 6:37 p.m. and reconvened at 6:42 p.m.

PUBLIC HEARINGS

PH1. 2025 Consolidated Annual Performance and Evaluation Report (CAPER)
Action: Conducted a Public Hearing and Considered the Following Action: Adopted Resolution No. 2026-151 of the City Council of the City of Rocklin Authorizing Staff to Submit the 2025 Consolidated Annual Performance and Evaluation Report (CAPER) and Authorizing the City Manager to Execute and File All Documents Required for Submittal to the U.S. Department of Housing and Urban Development (HUD).

Mayor Bass opened the public hearing for Item No. PH1.

Assistant to the City Manager Elizabeth Sorg presented the item to the City Council.

PUBLIC COMMENT

There were none.

Mayor Bass closed the public hearing for Item No. PH1.

Motion to approve Public Hearing Item No. PH1, by Council Member Broadway, seconded by Council Member Janda. Motion passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin, Janda Mayor Bass
Noes:	None
Absent:	None
Abstain:	None

PH2. Annexation Into Community Facilities District No. 1 (Quick Quack Lonetree Boulevard)
Action: Conducted a Public Hearing and Considered the Following Actions:
A. Adopted Resolution No. 2026-152 of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 96), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Quick Quack Lonetree Boulevard, APN 017-284-004-000).

Mayor Bass opened the public hearing for Item No. PH2.

Management Analyst Megan Bressem presented the item to the City Council.

PUBLIC COMMENT

There were none.

Mayor Bass closed the public hearing for Item No. PH2.

Motion to approve Public Hearing Item No. PH2.A, by Council Member Broadway, seconded by Vice Mayor Halldin. Motion passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin, Janda Mayor Bass
Noes:	None
Absent:	None
Abstain:	None

Mayor Bass asked City Clerk Avinta Singh for the results of the Special Annexation Election. City Clerk Singh reported that there were 2 qualified votes and 2 yes votes that were received.

B. Adopted Resolution No. 2026-153 of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 96) (Quick Quack Lonetree Boulevard, APN 017-284-004-000).

Motion to approve Public Hearing Item No. PH2.B, by Council Member Broadway, seconded by Vice Mayor Halldin. Motion passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin, Janda Mayor Bass
Noes:	None
Absent:	None
Abstain:	None

PH3. Estia at Rocklin Time Extension / Design Review, DR2022-0012
Action: Conducted Public Hearing and Considered the Following Action: Adopted Resolution No. 2026-154 of the City Council of the City of Rocklin Approving a Two-Year Time Extension for the Estia at Rocklin Design Review Project (Estia at Rocklin Time Extension / DR2022-0012).

Mayor Bass opened the public hearing for Item No. PH3.

Principal Planner Nathan Anderson presented the item to the City Council.

City Council questions followed, which were responded to by Principal Planner Anderson.

PUBLIC COMMENT

Ms. Marcus LoDuca thanked the City Council for the opportunity to request an extension of the design review; cited delays were related to state and federal permitting, increased interest rates, and rising construction costs; and provided an update on the project status, including progress of off-site improvements and anticipated construction activities.

Ms. Lisa Golden addressed the City Council and asked how affordability was determined for the proposed project, and whether the units would be available for rent or purchase.

In response to questions asked during public comment, City Manager Aly Zimmermann indicated that the proposed project required a general plan amendment and rezone, and noted that as a part of the housing element, there was a 10% affordability requirement which was approved under the City's housing policy in place when project entitlements were approved. She also noted the project is intended for rental housing.

Additional City Council questions followed, which were responded to by Nathan Anderson, City Manager Zimmermann and Assistant to the City Manager Sorg.

Mayor Bass closed the public hearing for Item No. PH3.

Vice Mayor Halldin stated he looked forward to this project being built as one-story apartments as it offered a unique feature and would attract residents.

Motion to approve Public Hearing Item No. PH3, by Council Member Broadway, seconded by Council Member Gayaldo. Motion passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin, Janda Mayor Bass
Noes:	None
Absent:	None
Abstain:	None

PH4. Sierra Wilds Apartments / Design Review, DR2025-0005; and Environmental, ENV2025-0008

Action: Conducted a Public Hearing and Considered the Following Actions:

A. Adopted Resolution No. 2026-155 of the City Council of the City of Rocklin Approving a Notice of Exemption / CEQA Determination (Sierra Wilds

Apartments / ENV2025-0008).

B. Adopted Resolution No. 2026-156 of the City Council of the City of Rocklin Approving a Design Review (Sierra Wilds Apartments / DR2025-0005).

Mayor Bass opened the public hearing for Item No. PH4.

Principal Planner Nathan Anderson presented the item to the City Council.

Members of the City Council asked questions which were responded to by Principal Planner Anderson and City Attorney Matthew McOmber.

On behalf of the project applicant Pacific West Communities, Inc., Project Manager Lauren Alexander addressed City Council questions.

The City Council recessed at 7:48 p.m. and the public hearing reconvened at 8:05 p.m.

Mayor Bass read into the record a letter received that day from the Air Pollution Control District addressing questions raised during the public hearing.

PUBLIC COMMENT

The following speakers addressed the City Council expressing general support of the project and need for affordable housing:

Reverend Virgil Nelson
Ms. Elizabeth Gonzales

The following speakers addressed the City Council expressing concerns about the proposed Sierra Wilds Apartments development project:

Ms. Jennifer Collins
Ms. Tiffany Pluciennik
Ms. Chrystee Boothby
Ms. Adrienne Garcia
Ms. Carol Royal
Ms. Laura Crouch
Mr. Chad Diez
Ms. Stefanie Baldonade
Mr. Shane Steffen
Ms. Kristina Hearn
Ms. Hailey Fowler
Ms. Krista Lopez
Clara Lopez
Ms. Summer Malepeai
Ms. Heidi Pojda
Mr. Paul Brigaerts
Ms. Brit Hilleson
Ms. Jessica Brenner
Ms. Mandy Fong
Mr. Syd Fong
Mr. David McClain
Ms. Brandi Armstrong
Mr. David McClain
Mr. Brent Boothby
Mr. Daniel King
Ms. Angel Chow
Mr. James Rivara

There were no public comments from attendees via Zoom.

Principal Planner Anderson, City Manager Zimmermann, City Attorney McOmber, Community Development Director David Mohlenbrok, and the applicant's attorney, Mr. Sam Bacal-Graves, addressed additional questions for the City Council.

The City Council recessed at 10:22 p.m. and the public hearing reconvened at 10:32 p.m.

City Council comments and discussion followed.

Due to the City Council meeting approaching 11:00 p.m. and per the City Council Procedural Rules for extending the time of adjournment for hearings in progress, Council Member Broadway made a motion to extend the length of the meeting to 11:30 p.m., seconded by Council Member Janda. Passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Halldin, Janda Mayor Bass
Noes:	None
Absent:	None
Abstain:	None

Principal Planner Anderson shared with the City Council a draft Condition of Approval No. 22.C stating that prior to the issuance of improvement plans, a deceleration taper lane shall be designed and incorporated into the project to allow safe turn movements into the site, to the satisfaction of the City Engineer.

Vice Mayor Halldin requested that staff to bring the construction management plan before the City Council as an informational item at a future City Council meeting to allow for Council review and public comment; the City Council was amenable to the request.

Motion to approve Public Hearing Item No. PH4.A, by Council Member Janda, seconded by Council Member Broadway. Passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Janda
Noes:	Mayor Bass, Vice Mayor Halldin
Absent:	None
Abstain:	None

Motion to approve Public Hearing Item No. PH4.B, by Council Member Janda with the addition of a Condition of Approval requiring that prior to the issuance of improvement plans, a deceleration taper lane shall be designed and incorporated into the project to allow safe turn movements into the site, to the satisfaction of the City Engineer, seconded by Council Member Broadway. Passed by the following vote:

Ayes:	Councilmembers Broadway, Gayaldo, Janda
Noes:	Mayor Bass, Vice Mayor Halldin
Absent:	None
Abstain:	None

FUTURE AGENDA ITEMS

Council Member Broadway requested a future agenda item to clarify the Community Recognition Commission's recommendation process for the recognition wall, including the applicable structure, rules, and direction to be provided to the Commission.

ADJOURNMENT

Mayor Bass adjourned the meeting at 10:56 p.m.

_____
David Bass, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of September 22, 2026 as approved by the Rocklin City Council.

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City of Rocklin Conflict of Interest Code - Biennial Review

Date: October 13, 2026

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Readopting the City of Rocklin Conflict of Interest Code and Amending the List of Designated Positions.

Background:
State law requires local governing bodies to adopt a conflict of interest code, which identifies positions designated to report financial interests and categories of reportable financial interests. The City of Rocklin initially adopted its Conflict of Interest Code in 1980, by Resolution No. 80-116, and it has been amended several times since its adoption. State law also requires local governing bodies to review their codes at least once every two years and to amend the conflict of interest code as needed. The City of Rocklin last updated its Conflict of Interest Code on October 22, 2024 by Resolution No. 2024-232.

Since the City last amended the Conflict of Interest Code, positions designated to report financial interests have been changed, deleted, or added. Staff recommends approval of a resolution amending the Conflict of Interest Code to update the position titles designated to report financial interests, included as attachment 1. Additionally, staff recommends that the Conflict of Interest Code adopt by reference the provisions of Title 2 of the California Code of Regulations Section 18730 (Attachment 2).

Fiscal Impact:
There is no fiscal impact to the staff recommendation.

ATTACHMENTS:
1. Resolution with Exhibit A - Designated Positions, and Exhibit B - Disclosure Categories
2. Title 2 of the California Code of Regulations Section 18730
3. Redlined Changes to Exhibit A - Designated Positions

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN READOPTING THE CITY OF ROCKLIN CONFLICT OF INTEREST CODE AND AMENDING THE LIST OF DESIGNATED POSITIONS
(Last Amended by Resolution No. 2024-232)

WHEREAS, the Political Reform Act of 1974, Government Code sections 81000 et. seq., requires every local government agency, including the City of Rocklin, to adopt and promulgate a conflict of interest code; and

WHEREAS, by Resolution No. 80-116 the City of Rocklin has adopted the standard model conflict of interest code, pursuant to Title 2 of the California Code of Regulations, Section 18730, which Conflict of Interest Code has been readopted as amended from time to time, most recently by Resolution No. 2024-232; and

WHEREAS, the City of Rocklin Conflict of Interest Code includes a list of "Designated Positions" in Exhibit A; and

WHEREAS, from time to time, the list of designated positions requires amendment so as to update the titles of positions, add new positions which should be required to file disclosure statements, reevaluate the disclosure categories of various positions, and delete those positions or titles no longer in use; and

WHEREAS, the City of Rocklin Conflict of Interest Code provides for three categories of disclosure in Exhibit B; and

WHEREAS, the City Council of the City of Rocklin desires to amend Exhibit A to the City's Conflict of Interest Code to update and revise the list of positions which are designated to report financial interests.

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

Section 1. The City of Rocklin hereby readopts and incorporates by reference the provisions of Title 2 of the California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission as its Conflict of Interest Code, including Exhibit "A" setting forth an amended list of "Designated Positions" that are required to report financial interests, and Exhibit B, "Disclosure Categories," each of which is attached and incorporated herein by reference.

Section 2. All persons holding designated positions shall file statements of economic interest with the City Clerk, who shall be the filing officer for all designated filers and shall be responsible for the administration of the Conflict of Interest Code.

Section 3. The City of Rocklin hereby repeals Resolution No. 2024-232.

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CITY OF ROCKLIN CONFLICT OF INTEREST CODE
EXHIBIT A

Designated Positions

Section 1.

Persons occupying the following positions are designated officers and/or employees and must disclose the financial interests defined in all categories of Exhibit B, in accordance with the City of Rocklin Conflict of Interest Code:

Assistant City Attorney

Assistant City Manager

Assistant to the City Manager

Chief Building Official

City Clerk

City Engineer

Deputy City Clerk

Deputy Director of Administrative Services

Deputy Director of Community Development

Deputy Fire Chief

Director of Administrative Services

Director of Community Development

Director of Parks and Recreation

Director of Public Works

Fire Chief

Member of the Architectural Review Committee

Member of the Arts Commission

Member of the Board of Appeals (U. B. C.; Uniform Code on the Abatement of Dangerous Buildings)

Member of the Community Recognition Commission

Member of the Investment Advisory Committee

Member of the Parks and Recreation Commission

Planning Manager

Police Chief

Principal Information Technology Analyst

Principal Management Analyst

Principal Planner

Section 2.

Persons occupying the following positions are designated employees and must disclose the financial interests defined in Categories 2 and 3 of Exhibit B, in accordance with the City of Rocklin Conflict of Interest Code:

Administrative Analyst

Administrative Services Manager

Assistant Civil Engineer

Assistant Planner

Associate Civil Engineer

Associate Management Analyst

Building Inspector I/II

Building Maintenance Supervisor

Code Enforcement Officer

Code Enforcement Program Manager

Construction Inspector I/II

Facilities Operations Superintendent

Fire Battalion Chief- Line

Fire Captain

Fire Inspector I/II

Fire Prevention Plans Examiner

Fleet Services Supervisor

GIS Analyst I/II

Information Technology Analyst I/II

Information Technology Manager

Landscape Inspector

Landscape Services Supervisor

Management Analyst

Manager of Building Services

Manager of Police Records and Communications

Parks and Recreation Manager

Parks Division Supervisor

Permit Center Supervisor

Plan Check Engineer

Planning/Building Technician I/II

Police Captain

Police Lieutenant

Public Works Manager

Public Works Operations Supervisor

Public Works Inspector I/II

Recreation Supervisor

Senior Construction Inspector

Senior Engineer

Senior Information Technology Analyst

Senior Management Analyst

Senior Network Services Administrator

Senior Planner

Street Maintenance Supervisor

Streets/Traffic Operations Manager

Traffic Maintenance Supervisor

Section 3.

A consultant retained by the City to perform any of the functions of one or more of the above positions shall be a designated officer and/or employee if the services rendered are as described in 2 California Code of Regulations section 18700 and 18700.03.

Notwithstanding the foregoing, the City Attorney may determine in writing that a particular consultant, although a “designated position,” is retained to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of this category. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements appropriate for and relative to the consultant’s authority and scope of responsibility. The City Attorney’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

CITY OF ROCKLIN CONFLICT OF INTEREST CODE
EXHIBIT B

Disclosure Categories

Category 1

(a) Interests in real property which is located in whole or in part either (1) within the boundaries of the City of Rocklin, or (2) within the two miles of the boundaries of the City of Rocklin, including any leasehold, beneficial, or ownership interest or option to acquire such interest in real property.

(b) Investments in, income from, or business positions in business entities or persons which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the City of Rocklin.

(c) Investments in, income from, or business positions in business entities or persons engaged in the acquisition or disposal of real property within the jurisdiction of the City of Rocklin.

Category 2

Investments in, income from, or business positions in business entities or persons which manufacture or sell supplies, books, machinery, or equipment of the type utilized by the department in which the designated employee is employed or which staffs the board or commission of which the official is a member. Investments include interests described in Category 1.

Category 3

Investments in, income from, or business positions in business entities or persons which are contractors or subcontractors engaged in the performance of work or services of the type utilized in the department in which the designated employee is employed or which staffs the board or commission of which the official is a member. Investments include the interests described in Category 1.

Note: The following positions are not designated by the City of Rocklin Conflict of Interest Code because they are subject to Article 2, Chapter 7, Title 9, commencing with Section 87200 of the Government Code and as such, file Statements of Economics Interests with the City Clerk:

City Manager
City Attorney
City Treasurer
Member of the City Council
Member of the Planning Commission

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [FN1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code or with the Fair Political Practices Commission using the Commission's electronic filing system as required under Section 87500. [FN2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that

federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [FN3] is required to be reported, [FN4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [FN5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [FN6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $630.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $630 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer

has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $630 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the

Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

[FN1]

Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[FN2]

See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[FN3]

For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[FN4]

Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and

dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[FN5]

A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[FN6]

Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

CITY OF ROCKLIN CONFLICT OF INTEREST CODE
EXHIBIT A

Designated Positions

Section 1.

Persons occupying the following positions are designated officers and/or employees and must disclose the financial interests defined in all categories of Exhibit B, in accordance with the City of Rocklin Conflict of Interest Code:

Assistant City Attorney

Assistant City Manager

Assistant to the City Manager

Chief Building Official

City Clerk

City Engineer

Deputy City Clerk

Deputy Director of Administrative Services

Deputy Director of Community Development

Deputy Fire Chief

Director of Administrative Services

Director of Community Development

Director of Parks and Recreation

Director of Public Works

Fire Chief

Member of the Architectural Review Committee

Member of the Arts Commission

Member of the Board of Appeals (U. B. C.; Uniform Code on the Abatement of Dangerous Buildings)

Member of the Community Recognition Commission

Member of the Investment Advisory Committee

Member of the Parks and Recreation Commission

Planning Manager

Police Chief

Principal Information Technology Analyst

Principal Management Analyst

Principal Planner

Section 2.

Persons occupying the following positions are designated employees and must disclose the financial interests defined in Categories 2 and 3 of Exhibit B, in accordance with the City of Rocklin Conflict of Interest Code:

Administrative Analyst

Administrative Services Manager

Assistant Civil Engineer

Assistant Planner

Associate Civil Engineer

Associate Management Analyst

Building Inspector I/II

Building Maintenance Supervisor

Code Enforcement Officer

Code Enforcement Program Manager

Construction Inspector I/II

Facilities Operations Superintendent

Fire Battalion Chief- Line

Fire Captain

Fire Inspector I/II

Fire Prevention Plans Examiner

Fleet Services Supervisor

GIS Analyst I/II

Information Technology Analyst I/II

Information Technology Manager

Landscape Inspector

Landscape Services Supervisor

Management Analyst

Manager of Building Services

Manager of Police Records and Communications

Parks and Recreation Manager

Parks Division Supervisor

~~Payroll Administrator~~

Permit Center Supervisor

Plan Check Engineer

Planning/Building Technician I/II

Police Captain

Police Lieutenant

Public Works Manager

Public Works Operations Supervisor

Public Works Inspector I/II

Recreation Supervisor

Senior Construction Inspector

Senior Engineer

Senior Information Technology Analyst

Senior Management Analyst

Senior Network Services Administrator

Senior Planner

Street Maintenance Supervisor

Streets/Traffic Operations Manager

Traffic Maintenance Supervisor

Section 3.

A consultant retained by the City to perform any of the functions of one or more of the above positions shall be a designated officer and/or employee if the services rendered are as described in 2 California Code of Regulations section 18700 and 18700.03.

Notwithstanding the foregoing, the City Attorney may determine in writing that a particular consultant, although a “designated position,” is retained to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of this category. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements appropriate for and relative to the consultant’s authority and scope of responsibility. The City Attorney’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

CITY OF ROCKLIN CONFLICT OF INTEREST CODE
EXHIBIT B

Disclosure Categories

Category 1

(a) Interests in real property which is located in whole or in part either (1) within the boundaries of the City of Rocklin, or (2) within the two miles of the boundaries of the City of Rocklin, including any leasehold, beneficial, or ownership interest or option to acquire such interest in real property.

(b) Investments in, income from, or business positions in business entities or persons which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the City of Rocklin.

(c) Investments in, income from, or business positions in business entities or persons engaged in the acquisition or disposal of real property within the jurisdiction of the City of Rocklin.

Category 2

Investments in, income from, or business positions in business entities or persons which manufacture or sell supplies, books, machinery, or equipment of the type utilized by the department in which the designated employee is employed or which staffs the board or commission of which the official is a member. Investments include interests described in Category 1.

Category 3

Investments in, income from, or business positions in business entities or persons which are contractors or subcontractors engaged in the performance of work or services of the type utilized in the department in which the designated employee is employed or which staffs the board or commission of which the official is a member. Investments include the interests described in Category 1.

Note: The following positions are not designated by the City of Rocklin Conflict of Interest Code because they are subject to Article 2, Chapter 7, Title 9, commencing with Section 87200 of the Government Code and as such, file Statements of Economics Interests with the City Clerk:

City Manager
City Attorney
City Treasurer
Member of the City Council
Member of the Planning Commission

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Ranch Parkway Microsurfacing Project - Bid Award

Date: October 13, 2026

Submitted By: Kristen Van Groningen, Associate Civil Engineer
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding a Construction Contract for the Whitney Ranch Parkway Microsufacing Project to Sierra Nevada Construction, Inc. and Authorizing the City Manager to Execute the Contract and Approve Change Orders.

Background:
The Whitney Ranch Parkway Widening Project (No. 50081) is included in the 2026-2031 Capital Improvement Program (CIP) and Fiscal Years (FY) 2025/26 & 2026/27 Operating Budget, both approved by the City Council on June 24, 2025. This Project is part of Placer County's Placer Parkway Phase 1 project, which will be expanding Whitney Ranch Parkway into a 6-lane configuration between State Route 65 (SR 65) and University Avenue.

In preparation for the future expansion, City staff took the lead establishing Project No. 50081 to expand the intersection at Whitney Ranch Parkway and University Avenue, install a new traffic signal, and widen Whitney Ranch Parkway from the intersection to the Rocklin city limit. This stage of the project was completed in early 2026.

The next stage of the project will complete these improvements, and increase public safety, by microsurfacing the asphalt at the intersection to create a uniform appearance and remove any residual traces of the previous roadway striping. New thermoplastic markings will then be applied, including enhancements to the bike lanes with a green inset stripe to increase visibility.

The Whitney Ranch Parkway Microsurfacing Project invitation for bids was advertised on August 21, 2026. On September 17, 2026, the following four (4) bids were received and publicly read aloud (Attachment 4 – Bid Summary):

Contractor	Location	Bid Amount
Sierra Nevada Construction, Inc.	Sparks, NV	$184,007.00
Imperial Construction & Engineering, Inc.	Sacramento, CA	$200,000.00
Pavement Coatings Co.	Sacramento, CA	$202,964.81
VSS International, Inc.	West Sacramento, CA	$280,120.00

The engineer's estimate for this project is $160,000.

Sierra Nevada Construction, Inc. was confirmed to be the lowest responsive and responsible bidder with a bid amount of $184,007. Staff recommends the City Council award the construction contract to Sierra Nevada Construction, Inc. and authorize a fifteen percent (15%) contingency ($27,601.05), for a total construction cost of $211,608.05.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the Whitney Ranch Parkway Microsurfacing Project and determined that it falls under the previously approved Notice of Exemption for City Road Resurfacing Projects (Resolution 2019-236), and is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 – Existing Facilities.

Fiscal Impact:
There is no additional fiscal impact to the staff recommendation. As part of the Whitney Ranch Parkway Widening Project (Project No. 50081), sufficient funding for the Microsurfacing phase is available and included in the adopted 2026-2031 CIP and the FY 2026/27 Operating Budget within the Streets SR/Grants Fund (Fund 240).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Contract Sierra Nevada Construction, Inc.
3. Resolution Exhibit A Attachments - Bid Documents Sierra Nevada Construction, Inc.
4. Bid Summary

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING A CONSTRUCTION CONTRACT FOR THE WHITNEY RANCH PARKWAY MICROSURFACING PROJECT TO SIERRA NEVADA CONSTRUCTION, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND APPROVE CHANGE ORDERS

WHEREAS, the Whitney Ranch Parkway Microsurfacing Project (Project No. 50081) consists of microsurfacing and striping the existing roadway in the immediate vicinity of the intersection of Whitney Ranch Parkway and University Avenue;

WHEREAS, on August 21, 2026, the City issued an invitation soliciting bids for the Whitney Ranch Parkway Microsurfacing Project;

WHEREAS, on September 17, 2026, all bids were publicly opened and read aloud. Sierra Nevada Construction, Inc. was determined to be the lowest responsive and responsible bidder for the project with a bid amount of $184,007; and

WHEREAS, a contingency of fifteen percent (15%) of the contract amount is recommended.

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

Section 1. The City Council hereby awards a construction contract for the Whitney Ranch Parkway Microsurfacing Project to Sierra Nevada Construction, Inc. in the amount of $184,007 with a fifteen percent (15%) contingency ($27,601.05) for a total construction cost of $211,608.05.

Section 2. The City Council hereby authorizes the City Manager to execute a contract with Sierra Nevada Construction, Inc. in substantially the form attached hereto as Exhibit A, and to approve any reasonably necessary change orders to the agreement within the contingency amount.

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of **October 13, 2026**, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called the "City"), and **SIERRA NEVADA CONSTRUCTION, INC.**, a **corporation** (hereinafter called "Contractor"). The effective date of this Agreement shall be the last date it has been signed by both parties.

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of the City, all the Work required for the Contract for the Project entitled: **WHITNEY RANCH PARKWAY MICROSURFACING.**

V. CONTRACT AMOUNT AND PAYMENTS

The City agrees to pay and Contractor agrees to accept, in full payment for the above work, **One Hundred Eighty-Four Thousand, Seven Dollars ($184,007)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Conditions.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract, the City shall charge any sum of money against Contractor, the City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to Contractor from the City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

The Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by the City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would

in any case have.

XI. DETERMINATION OF DAMAGES

A. The City and Contractor recognize the City will suffer financial loss if all or any part of the Work is not completed within the times set forth in the Contract Documents, plus any extensions thereof allowed in accordance with the Contract Documents. The actual fact of the occurrences of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which the City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be **Two Thousand Dollars ($2,000)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed and/or Contractor's control over the Work at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.25 of the General Conditions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other

right or remedy, terminate the Contract and complete the work by giving notice to Contractor and its surety according to the provisions of Section 5.25 of the General Conditions.

B. The City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

XV. PERFORMANCE AND PAYMENT BONDS

A. Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract Sum.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. The City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of the City first obtained.

XX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XXI. UNENFORCEABILITY OF ANY PROVISIONS

Should any part, term or provision of this Agreement or any of the Contract Documents, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

XXII. CHOICE OF LAW; VENUE

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed in all respects by California law, without regard to choice of law principles. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Placer. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:
Sierra Nevada Construction, Inc.

(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)

September 22, 2026
Date

September 22, 2026
Date

Signature

Signature

Dan LeBlanc
Print Name

Marc T. Markwell
Print Name

Vice-President Civil Construction
Title

Secretary/Treasurer
Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

Date:

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

STATE OF Nevada]

COUNTY OF Washoe

On 09/22/26, before me, Darcia A. Carpenter, (here insert name of notary)

personally appeared Dan LeBlanc and Marc Markwell (name(s) of Signer(s))

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Darcia A. Carpenter (SEAL)

DARCIA A. CARPENTER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3487-2 - Expires Aug 1, 2027

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  _____ TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OF TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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.

NOTARY TO ATTACH CURRENT ACKNOWLEDGMEN

ATTACHMENT I

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.: 070230430

PREMIUM: $788

City of Rocklin

Premium is subject to adjustment based on final contract price.

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to **Sierra Nevada Construction, Inc.**, hereinafter designated as the "Principal" a contract for the **Whitney Ranch Parkway Microsurfacing Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated **October 13, 2026**, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and Liberty Mutual Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of One Hundred Eighty-Four Thousand Seven and 00/100 DOLLARS, ($184,007.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of September, 2026, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: Sierra Nevada Construction, Inc.

By: _____
Marc T. Markwell, Secretary/Treasurer

Surety: Liberty Mutual Insurance Company

Address: 1001 4th Ave., Ste. 3800, Seattle, WA 98154

Telephone: 775-336-1987

Attorney in Fact: _____
Andrea Cantlon, Attorney-In-Fact

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

STATE OF Nevada]

COUNTY OF Washoe

On 09/22/26, before me, Darcia A. Carpenter, (here insert name of notary)

personally appeared Marc T. Markwell (name(s) of Signer(s))

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Darcia A. Carpenter (SEAL)

DARCIA A. CARPENTER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3487-2 - Expires Aug 1, 2027

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  _____ TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OF TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF Nevada

COUNTY OF Washoe }

On September 22, 2026, before me, Carey Morgan, Notary Public,
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (SEAL)

CAREY MORGAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 00-65183-2 - Expires Sept. 22, 2029

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215778-976312**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Cantlon; Shelly Demaray; Carey Morgan; Teri L. Nowak; Nicholas D. Rossi; Dena VanDeVanter; Julie West

all of the city of Reno state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of September, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ATTACHMENT J

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.: 070230430

PREMIUM: $788
Premium is included in Performance Bond and is subject to adjustment based on final contract price.

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to **Sierra Nevada Construction, Inc.**, (hereinafter designated as "Principal") an agreement for the **Whitney Ranch Parkway Microsurfacing Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated **October 13, 2026**, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and Liberty Mutual Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of One Hundred Eighty-Four Thousand Seven and 00/100 DOLLARS, ($184,007.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the

Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of September, 2026, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: Sierra Nevada Construction, Inc.

By: _____
Marc T. Maxwell, Secretary/Treasurer

Surety: Liberty Mutual Insurance Company

Address: 1001 4th Ave., Ste. 3800, Seattle, WA 98154

Telephone: 775-336-1987

Attorney in Fact: _____
Andrea Cantlon, Attorney-In-Fact

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

STATE OF Nevada]

COUNTY OF Washoe

On 09/22/26, before me, Darcia A. Carpenter, (here insert name of notary)

personally appeared Marc T. Markwell (name(s) of Signer(s))

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Darcia A. Carpenter (SEAL)

DARCIA A. CARPENTER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3487-2 - Expires Aug 1, 2027

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  _____ TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OF TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF Nevada

COUNTY OF Washoe }

On September 22, 2026, before me, Carey Morgan, Notary Public,
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Carey Morgan (SEAL)

CAREY MORGAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 00-65183-2 - Expires Sept. 22, 2029

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  _____
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215778-976312**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Cantlon; Shelly Demaray; Carey Morgan; Teri L. Nowak; Nicholas D. Rossi; Dena VanDeVanter; Julie West

all of the city of Reno state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2026.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of September, 2026.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ATTACHMENT K

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he/she is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor
Sierra Nevada Construction, Inc.

By:_____
Marc T. Markwell
Title: Secretary/Treasurer
P.O. Box 50760
Address: Sparks, Nevada 89435

Date: September 22, 2026

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

CITY OF ROCKLIN

GENERAL CONDITIONS

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ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

SECTION 1.01. GENERAL.

The Contract Documents are written to the Bidder before award and Contractor after award. Before award, interpret sentences written in the imperative mode as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mode as starting with "Contractor shall" and "you as "Contractor" and "your" as "Contractor's".

Where a location is not specified with the words "shown," "specified," or "described", interpret:

1. "Shown" as "shown on the plans."
2. "Specified" as "specified in the Specifications."
3. "Described" as "described in the Contract Documents." "Described" means "shown, specified or both."

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

SECTION 1.02. ABBREVIATIONS.

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CBC	California Building Code

CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEC	California Electric Code
CEQA	California Environmental Quality Act of 1970
CFR	Code of Federal Regulations
CL	Centerline
cm.	centimeter (centimeters)
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CSI	Construction Specifications Institute
CWA	Clean Water Act
CY	Cubic Yards
DI	Drop Inlet
Dia.	diameter
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
EPA	Environmental Protection Agency
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
Gal.	gallon (gallons)
GPD	gallons per day
GPM	gallons per minute
Hr.	hour
HVAC	Heating, Ventilating and Air Conditioning
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
In.	inch (inches)
Inc.	Incorporated
ISO	International Organization for Standardization
Kg.	kilogram (kilograms)
Km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	pounds
LF	Linear Feet
LS	Lump Sum
M	meter (meters)
MBE	Minority Business Enterprise
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
MSDS	Material Safety Data Sheet
NEC	National Electrical Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIBS	National Institute of Building Systems
No.	number
NPA	National Forest Products Association
NSF	National Sanitation Foundation
o.c.	on center
O.D.	outside diameter
OSHA	Occupational Safety and Health Administration
OPRL	DIR, Director’s Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
Psi	pounds per square inch
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
Sq.	Square
SS	Sanitary Sewer
SSPC	Society for Protective Coatings
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
TIE	Time Impact Evaluation
TEMA	Tubular Exchanger Manufacturer’s Association
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
U.S.	United States
USA	Underground Service Alert
WBE	Woman-Owned Business Enterprise
Yd.	yard (yards)

SECTION 1.03. DEFINITIONS.

Acceptance, Final Acceptance.
"Acceptance or "Final Acceptance" shall mean formal action of the City of Rocklin in determining that Contractor's work has been completed in accordance with the Contract Documents and in notifying Contractor in writing of the acceptability of the Work.

Acts of God.
"Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes.

Addendum/Addenda.
"Addendum" or "Addenda" are written documents issued by the City prior to opening of Bids that clarify, correct, or change the bidding requirements of the proposed Contract Documents.

Agreement.
The "Agreement" is the written agreement signed by the City and Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance.
An "Allowance" is an amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager.
The "Architect, Consulting Engineer and/or Construction Manager, if used, is a person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc.
Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid.
"Bid" shall mean the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form, when submitted on the prescribed bid form, properly executed and guaranteed, at the designated time and location. In the case of a solicitation involving a Request for Proposals, all references to "Bid" shall be deemed to mean "Proposal".

Bid Documents.
"Bid Documents" shall mean the sum of the documents that comprise the Bid by a

Bidder to perform the Work.

Bid Form.
The "Bid Form", sometimes referred to as the "Bid Schedule" is the approved form, which includes a sum of requirement documents, upon which City requires a formal Bid be prepared and submitted for the Work. In the case of a solicitation involving a Request for Proposals, the Bid Form may be referred to as a "Proposal Form."

Bid Guaranty.
"Bid Guaranty" is the cashier's check, certified check or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item.
"Bid Item" or "Bid Items" shall mean individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening.
"Bid Opening" shall mean the event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Bidder.
"Bidder" shall mean any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative. In the case of a solicitation involving a Request for Proposals, all references to "Bidder" shall be deemed to mean "Proposer."

By Others.
"By Others" shall mean Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by the City, other contractors, or other means.

Calendar Day.
"Calendar Day" shall mean every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order.
"Change Order" ("CO") shall mean a written amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract that are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Contract Sum.

City.
"City" or "Owner" shall mean the City of Rocklin, acting through its authorized representatives.

City Council.

"City Council" means the City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications.
"City of Rocklin Construction Standard Specifications" mean the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards.
"City of Rocklin Improvement Standards" mean the City's standard requirement for improvement projects, located on the City's website.

Closeout Documents.
"Closeout Documents" are the documents required to meet the requirements of final completion as referenced in Section 7.22 of these General Conditions.

Completion.
"Completion" is the point in the Project at which the Work and all required close-out reports and submissions are 100% performed.

Construction Change Directive (CCD).
"Construction Change Directive" ("CCD") or "Directive" or "Field Directive" shall mean a written order to Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract.
The "Contract" is the entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference and all Contract Documents.

Contract Documents.
The "Contract Documents" shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor), and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders, Bulletins and Supplemental Drawings.

Contract Commencement Date.
The "Contract Commencement Date" shall mean the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date.
The "Contract Completion Date" shall mean the date by which the Contract requires Completion.

Contract Drawings or Plans.
The "Contract Drawings" (sometimes referred to as "Drawings" or "Plans") are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. This information may be developed and stored in a 3D or 4D model of the Project. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

Contract Schedule.
The "Contract Schedule" is the schedule produced by Contractor in response to the requirements of the Contract Documents.

Contract Sum.
"Contract Sum" is the total price for the Work as bid by Contractor, including any additions or subtractions via Change Orders.

Contract Time.
"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Contract and adjusted by any Change Order issued pursuant to the Contract Documents. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two

Contractor.
"Contractor" shall mean the person or persons, firm, partnership, joint venture, or corporation, who has (have) entered into the Contract for the Work with City or its legal representatives, or successors, assigns, executors, or heirs. Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

Engineer of the City of Rocklin.
"Engineer" means the City's Engineer for whom work will be done under the Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Equal (as in "or equal").
"Equal" shall mean a system, process, product or material which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification. See also: Substitution.

Estimated Quantities.
"Estimated Quantities" are the list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

General Conditions.
"General Conditions" are specific clauses that are part of the Contract and are located in Section 0700. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements.
"General Conditions" are the part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Conditions and Special Provisions.

Hazardous Waste.
"Hazardous Waste" shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector.
The "Inspector" or "Project Inspector" shall mean the person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Instruction Bulletin or Bulletin.
"Instruction Bulletins" or "Bulletins" are supplemental drawings, clarifications, instructions, explanations or interpretations which may be issued by the Architect or Consulting Engineer as necessary from time to time pursuant to Article 4 to make clear or define in greater detail the intent of the Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in the Bulletin.

Invitation for Bids.
The "Invitation for Bids" is the written notice whereby interested parties are informed of the date, location and time of the Bid Opening of a proposed City project and the terms and conditions of submitting Bids to perform the Work. The Invitation for Bids is sometimes referred to as a Notice to Contractors and, in the case of a solicitation for proposals is referred to as the Request for Proposals.

Legal Holidays.
Legal Holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Notice to Contractors.
"Notice to Contractors" shall have the same meaning as "Invitation for Bids."

Notice to Proceed.
"Notice to Proceed" is the written authorization by the City to Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Owner's Representative
"Owner's Representative" shall mean the City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Progress Schedule.
"Progress Schedule" is the schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks, and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Project.
"Project" shall mean the Work.

Project Manager
"Project Manager" is the City's representative assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO).
A "Proposed Change Order" ("PCO") is a document issued by Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by the the City.

Record Drawings.
"Record Drawings" are drawings prepared by Contractor that document changes to, additions to, or deductions from the Plans and that represent the Work as constructed, including, but not limited to existing utilities found during construction of the Work.

Reference to Codes.
Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI).
"Request for Information" ("RFI") is a document issued by Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal.
A "Request for Proposal" or "RFP" during the course of construction is the name given to a document issued by the Owner's Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of work. An RFP is not a Change

Order, a Directive or a direction to proceed with the scope of work described in the RFP. Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals.
"Schedule of Submittals" is a schedule prepared and maintained by Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values.
"Schedule of Values" is the statement furnished by Contractor to the City reflecting the portions of the Contract Sum allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing Contractor's application for progress payments.

Special Provisions.
"Special Provisions" are specific clauses setting forth conditions or requirements particular to the Work and supplementary to the General Conditions.

Specifications.
"Specifications" include the General Conditions, Special Provisions, General Requirements, and Technical Specifications applicable to the Work.

Standard Drawings.
"Standard Drawings" meand the City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State.
"State" means the State of California.

State Specifications.
Unless otherwise stated in the Special Provisions, "State Specifications" means the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans.
Unless otherwise stated in the Special Provisions, "State Plans" means the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor.
"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to Contractor in or about the construction of the Work, or who, under subcontract to Contractor, fabricates and installs a portion of the Work or improvement. "Subcontractor" shall include all persons or firms

within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with Section 4100.

Substantial Completion.
"Substantial Completion" is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents), and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Substitution.
"Substitution" shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.

Supplemental Drawing.
"Supplemental Drawings" define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications.
"Technical Specifications" are the provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price.
The "Total Bid Price" is the aggregate sum of the Bid, including all additive items.

Work.
The "Work" shall mean all obligations and/or actions which Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day.
"Working Day shall mean any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing.
"Working Drawings" detail a particular item of Work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

ARTICLE 2. BID REQUIREMENTS AND CONDITIONS

SECTION 2.01. BID FORM.

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

SECTION 2.01A. Unit Price Bid.

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of Work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, “Payment for Changes – Unit Prices”, of these General Conditions.

SECTION 2.01B. Lump Sum Bid.

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete project, structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

SECTION 2.01C. Allowances.

Where specific allowance items have been entered on the Bid Form by the City, the total amount entered on the Bid Form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

SECTION 2.02. PREPARATION AND SUBMISSION OF BIDS.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

Any person executing the above declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he has full power to execute the declaration on behalf of the Bidder.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope and/or as directed in the Invitation for Bids. The Bidder shall plainly mark the exterior of the envelope in which the Bid is

submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

SECTION 2.03. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK.

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of Work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2.09, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4.01, "Intent of Contract Documents" of these General Conditions.

SECTION 2.04. SUBSURFACE CONDITIONS.

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

SECTION 2.05. CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED.

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under

the Contract. The specific type of license required will be indicated in the Invitation for Bids. Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work for which they are subcontracted, and shall be skilled and regularly engaged in the general class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Contract Sum, an unregistered Subcontractor with a registered Subcontractor. Contractor and all Subconcontractors shall maintain their registrations throughout the term of the Project.

SECTION 2.06. COMPETENCY OF BIDDERS.

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time.

To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

SECTION 2.07. JOINT VENTURE BIDS.

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor's State License Board or the license

number and class of a valid license issued by the Contractor's State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

SECTION 2.08. SUBCONTRACTORS.

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid Price or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work (type of work) that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and

time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Public Contract Code, Contractor shall be subject to the penalties specified in Section 4111 of the Public Contract Code.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

Contractor shall include provisions in every subcontract and/or purchase order that the Contract between Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

SECTION 2.09. ADDENDA.

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

SECTION 2.10. ASSIGNMENT OF ANTITRUST ACTIONS.

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions. By execution of the Contract Documents, or any subcontract awarded by Contractor, Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the City tenders final payment to Contractor, without further acknowledgment by the parties.

SECTION 2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION AND OTHER RESPONSIBILITY MATTERS.

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted at Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed in the referenced Certificate, that:

1. The Bidder and/or any of its Principals:
    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.
    b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.
    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.
    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.
2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. A certification that any of the items in Paragraph 2.11(1) of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.
5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

SECTION 2.12. BID GUARANTY.

The Bid shall be accompanied by a Bid Guaranty in the form of a certified check, a cashier's check, or a bidder's bond issued in favor of the City in the form included in the bid documents as Attachment A, Bid Bond, and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price, excluding alternates. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

SECTION 2.13. WITHDRAWAL OF BID.

A Bid may be withdrawn at any time prior to the hour fixed in the Invitation for Bids for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

SECTION 2.14. PUBLIC OPENING OF BIDS.

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

SECTION 2.15. REJECTION OF BIDS.

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

SECTION 2.16. DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

SECTION 2.17. RELIEF OF BIDDERS.

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

SECTION 2.18. BID PROTESTS.

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," Attachment E to the Bid Documents, any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a Bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

ARTICLE 3. AWARD AND EXECUTION OF CONTRACT; BONDS AND INSURANCE

SECTION 3.01. AWARD OF CONTRACT.

Unless stated otherwise in the Invitation for Bids, the award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Invitation for Bids or Special Provisions, if an alternate or alternates are identified by the City to the Bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, i.e., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked "Envelope 1" and shall contain only an unsigned copy of the bidder's bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked "Envelope 2" and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the City at its discretion. All awards will be made in the City's best interest.

If the Invitation for Bids provides for a different basis of award, the basis and process identified therein shall apply.

SECTION 3.02. TIME OF AWARD.

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive,

responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

SECTION 3.03. CONSIDERATION OF BIDS.

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

SECTION 3.04. PERFORMANCE AND PAYMENT BONDS.

As part of the execution of the Contract, and within ten (10) days after receiving notice of award, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term "Contract Sum" as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

SECTION 3.04A. Performance Bond.

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

SECTION 3.04B. Payment Bond.

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Contract Sum as set forth in the Contract.

SECTION 3.05. NOTIFICATION OF SURETY COMPANIES.

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City's authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

SECTION 3.06. RETURN OF BID GUARANTYS.

After Bids have been received and reviewed by the City, Bid Guarantys will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantys for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantys of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.

If all Bids are rejected and no award is made, all Bid Guarantys will be returned within ten (10) days of the decision of the City to not award the Contract.

SECTION 3.07. EXECUTION OF CONTRACT.

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder's receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3.09 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3.09. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to Contractor.

SECTION 3.08. FAILURE TO EXECUTE CONTRACT.

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and

the Bidder's Bid Guarantee forfeited to the City. At the City's discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder's Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

SECTION 3.09. INSURANCE.

Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at Contractor's sole expense, the following insurance:

SECTION 3.09A. General Liability.

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

SECTION 3.09B. Automobile Liability.

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

SECTION 3.09C. Workers' Compensation.

Workers' Compensation insurance in accordance with California Labor Code section 3200 et seq. in the statutory amount (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the City its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

SECTION 3.09D. Excess or Umbrella Liability.

If the Special Provisions require limits of insurance greater than those specified in the General Conditions, Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer's Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

SECTION 3.09E. Contractor's Equipment.

Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by Contractor.

SECTION 3.09F. Railroad Protective Liability.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

SECTION 3.09G. Builder's Risk Insurance.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic

disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

SECTION 3.09H. Environmental Liability Insurance.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

SECTION 3.09(I). Other Provisions.

1. Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

    b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

    c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability

insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. For all work Contractor or its Subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in effect.

6. All of Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

7. Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

   "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

8. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy required hereunder. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

9. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written

notice to Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

10. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities in this Contract.

11. If Contractor fails to procure or maintain insurance as required by this Section 3.09 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve Contractor from any of Contractor's responsibilities under the Contract. Any failure of Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

12. The making of progress payments to Contractor shall not be construed as relieving Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

13. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to Contractor.

14. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance. Except that Subcontractors need obtain only $1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to the City within ten days of the City's request.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3.09 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

SECTION 3.09J. Notification of Accident or Occurrence.

Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after Contractor or any Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

SECTION 3.09K. Notification of Claim.

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arises out of or is in any way connected with Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

ARTICLE 4. SCOPE OF WORK

SECTION 4.01. THE CONTRACT.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. Nothing contained in the Contract Documents shall create any contractual relationship between the City, City Representative, Architect or Consulting Engineer, on the one hand, and any Subcontractor or sub-subcontractor on the other hand, or between the City's Representative, Architect or Consulting Engineer, on the one hand, and Contractor on the other hand.

SECTION 4.02. INTENT OF CONTRACT DOCUMENTS.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents. The prices paid include all taxes, overhead, markups and profit.

Unless otherwise specified, Contractor agrees to furnish and pay for all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work, including any Change Order work or disputed work directed by the City, in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

When portions of the Work are described in general terms, but not in complete detail, it is understood that Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer's instructions and/or recommendations, as part of this Contract.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements.

Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at Contractor's risk.

SECTION 4.03. PLANS AND SPECIFICATIONS FURNISHED.

The Contractor may obtain online, at no cost, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The Contractor may purchase from the City hard copies of these documents.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11.03, "Record Drawings" of these General Conditions.

SECTION 4.04. CONFORMANCE WITH CODES AND STANDARDS.

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- California Department of Transportation ("Caltrans") standard plans and specifications
- The State Fire Marshal regulations and requirements
- City Design and Construction Standards
- Placer County applicable standards and permitting
- The UBC
- Title 8
- Title 22
- Title 24
- Title 29
- The NEC
- The UPC
- Storm Water Pollution Prevention Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, Contractor will be compensated for Contractor's additional costs by Contract Change Order as provided in Article 9, "Changes and Claims", of these General Conditions.

SECTION 4.05. DIAGRAMMATIC DRAWINGS.

Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in Contractor's scope of work, installation as specified in the response to the RFI shall be without any additional compensation to Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at Contractor's risk.

SECTION 4.06. INSTRUCTION BULLETINS AND DRAWINGS.

In addition to the Drawings incorporated in the Contract Documents, the Architect, Consulting Engineer or Engineer may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. In furnishing additional drawings or instructions, the Architect, Consulting Engineer or Engineer shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental drawings and instructions shall become a part of the Contract Documents; Contractor shall make its work conform to them.

SECTION 4.07. FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES.

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Article 9, "Changes and Claims", of these General Conditions.

SECTION 4.08. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.

The Contract Documents, including the Specifications and Plans and Drawings, are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;
2. The Agreement for Construction, as amended by Change Orders and any other Contract amendments;
3. Special Provisions;
4. Technical Specifications;
5. Plans and Drawings;
6. General Conditions and General Requirements;
7. Invitation for Bids [Notice to Contractors], including attachments and addenda;
8. City of Rocklin Construction Standard Specifications;
9. City of Rocklin Improvement Standards;
10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.
2. A detail drawing governs over a general drawing.
3. A detail specification governs over a general specification.
4. A specification in a section governs over a specification referenced by that section.
5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by the City. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

SECTION 4.09. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION.

SECTION 4.09A. General.

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFIs may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFIs shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at Contractor's risk.

RFIs shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

SECTION 4.09B. Procedure.

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe

and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFIs will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFIs that are not clear or RFIs for which a response is clearly identified in the Contract will not be accepted.

SECTION 4.09C. Response.

Unless otherwise specified in the Contract Documents, the City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. Contractor shall indicate a priority for responses to RFIs if more than five (5) RFIs are pending at the same time. In case of a dispute between Contractor and the City, protest may be made as provided in Section 9.15, "Dispute Regarding Contract Requirements", of these General Conditions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFIs indicating a change to drawings shall be recorded by Contractor on the Record Drawings.

SECTION 4.10. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK.

If agreement cannot be reached as to cost, and Contractor does not agree that work due to an interpretation or supplemental drawing or instruction or directive is within the scope of the Contract Documents, Contractor shall, within seven (7) days after receipt of the interpretation, supplemental drawing, instruction or directive, submit a Proposed Change Order to the City specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. The City shall then determine whether a Change Order shall be issued in accordance with Article 9 of these General Conditions. Contractor shall nevertheless perform such work without delay.

The time during which the protest is pending shall not affect the Contract Time.

SECTION 4.11. DELETED ITEMS.

The City may delete from the Work any item of work. Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Article 9, "Changes and Claims", of these General Conditions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

SECTION 4.12. EXTRA WORK.

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct Contractor to perform such extra work necessary to protect the Work or the public.

SECTION 4.13. USE OF COMPLETED PORTIONS.

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7.21, “Final Inspection and Field Acceptance”, of these General Conditions, such that the warranty period for that portion will be considered to commence and Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7.21 and 7.23, “Warranty Work”, of these General Conditions.

SECTION 4.14. LANDS AND RIGHTS-OF-WAY.

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of Contractor. Contractor shall confine its operations to within these limits. Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to Contractor prior to Contractor’s use of, or commencement of Work, in the lands in question.

Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to Contractor taking possession of said property.

SECTION 4.15. WARRANTY.

Unless otherwise specified in the Contract Documents, the warranty time period will be one year after the City’s acceptance of Work (see Section 7.22, “Final Acceptance and Notice of Completion”, of these General Conditions) and subject to the terms of

Contractor Guarantee Form in accordance with Attachment M to the Bid Documents. The Performance Bond furnished by Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of Contractor's work. In lieu of continuing the original performance bond through the warranty period, Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with Contractor Guarantee Form for corrected defective work.

If required by the Contract Documents, Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, and this failure occurs prior to the end of the specified warranty period, Contractor shall promptly make the needed repairs at Contractor's expense in accordance with Section 7.23, "Warranty Work", of these General Conditions.

ARTICLE 5. CONTROL OF WORK AND MATERIALS

SECTION 5.01. AUTHORITY OF THE CITY.

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR.

Contractor shall comply with any written instruction delivered to Contractor or Contractor's authorized representative by appropriately authorized representatives of the City.

SECTION 5.03. SUGGESTIONS TO CONTRACTOR.

Any plan or method suggested to Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by Contractor, shall be used at the risk and responsibility of Contractor. The City assumes no responsibility.

SECTION 5.04. SEPARATE CONTRACTS.

The City reserves the right to award other contracts in connection with the Work. Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of Contractor's work depends upon the work of any other contractor for proper execution or results, Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of Contractor's work, unless defects develop in the other contractor's work after the execution of Contractor's work.

SECTION 5.05. COOPERATION WITH OTHER CONTRACTORS.

Other contractors and other forces, including the City and/or adjacent property owners, may perform work adjacent to or within the Work area concurrent with Contractor's operations. Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If Contractor's work is delayed because of the acts or omissions of any other force or contractor, Contractor shall have no claim against the City other than for an extension of time (see Section 7.18, "Extension of Time", of these General Conditions).

SECTION 5.06. SUPERVISION PROCEDURES.

Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors and their agents and employees and other persons performing any of the Work.

It is prohibited to hire undocumented workers. Contractor shall secure and cause its Subcontractors to secure proof of eligibility/citizenship to work from all workers.

Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect, Consulting Engineer or Owner's Representative in their administration of the Contract or by inspections, tests or approvals (or the lack thereof) required or performed by persons other than Contractor.

SECTION 5.07. SKILLED LABOR.

All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

SECTION 5.08. CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES.

If any person employed by Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

SECTION 5.09. CONTRACTOR'S EQUIPMENT.

Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by Contractor.

SECTION 5.10. CONTRACTOR'S SUBMITTALS.

SECTION 5.10A. Submittals – General.

Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the City's sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal and/or submittal review comments will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. Contractor shall verify that its Subcontractors' submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of Contractor's submittals shall not relieve Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at Contractor's risk.

Minimum requirements for submittals are contained in these General Conditions. Additional and/or project-specific requirements may be contained in the Contract Documents. Contractor is responsible for identifying and providing all required submittals.

SECTION 5.10B. Resubmittals.

Resubmittals shall address all comments from the City. Partial resubmittals may be returned 'REVISE AND RESUBMIT." Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to Contractor and will be deducted from progress payments.

SECTION 5.10C. Submittals Containing Proprietary Information.

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by Contractor,

Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by Contractor.

SECTION 5.10D. Electrical, Instrumentation, Control, and Communication Systems.

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

SECTION 5.10E. Operation and Maintenance (O&M) Submittals.

For use in subsequent maintenance and operations, Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information, including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Contract Sum until O&M submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists

- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service provider
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

SECTION 5.11. DAILY REPORTS.

No less than on a weekly basis, Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

SECTION 5.12. SURVEYS.

SECTION 5.12A. Surveys.

Except as set forth in this Section or in the Special Provisions, Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). Contractor shall be responsible for the accuracy of Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of Contractor shall be replaced at Contractor’s expense.

Contractor’s surveys also shall include, without limitation, the following surveys:

5.12A.1 Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5.12A.2 Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

SECTION 5.12B. Survey Monuments.

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by Contractor shall be reset by the City or Contractor at

Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that Contractor provide all surveys, Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

SECTION 5.12C. Documentation.

Contractor shall furnish the City with one (1) copy of all land surveyor notes, calculations, sketches and drawings within 48 hours after completion of each survey task.

Contractor shall prepare, maintain and submit Record Drawings as specified in Article 11 of these General Conditions. Contractor's land surveyor is to affix its signature and registration number to applicable record drawings certifying the accuracy of lines and grades shown.

Contractor shall submit survey Record Drawings before final completion.

SECTION 5.13. RESPONSIBILITY FOR ACCURACY.

Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which Contractor shall be responsible. Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

SECTION 5.14. DUTIES AND POWERS OF INSPECTORS.

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the City, its representatives, or the Architect or Consulting Engineer. The failure of the Project Inspector to order the work stopped does not excuse Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Project Manager, Engineer, Architect or Consulting Engineer, as the case may be for the Project, who then shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Project Manager, Engineer, Architect or

Consulting Engineer shall be final, subject to the disputes procedures in Article 9, “Changes and Claims”, of these General Conditions. Contractor shall thereafter comply with the instructions of the Project Manager, Engineer, Architect or Consulting Engineer regarding corrections needed to cure the defect. The suspended work shall be resumed only when the Project Manager, Engineer, Architect or Consulting Engineer’s instructions are fulfilled. Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding Legal Holidays. Any inspections outside of these hours shall be requested in writing at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by Contractor.

SECTION 5.15. INSPECTION.

The inspection of the Work does not relieve Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and approval by the City. Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. Contractor shall pay all costs incurred, whether or not any defective work is discovered. Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by Contractor. Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. Contractor shall report the time and place of preparation,

manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

SECTION 5.16. QUALITY OF MATERIALS AND WORKMANSHIP.

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest quality. When Contractor is required to furnish equipment, materials or manufactured articles or do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes.

SECTION 5.17. SUBSTITUTIONS.

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided Contractor complies with the requirements of the following paragraphs.

SECTION 5.17A. Written Request.

Unless otherwise specified in the Contract Documents, Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

SECTION 5.17B. Documentation.

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract

shall be furnished. Acceptance of substitution by the City shall not relieve Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by Contractor without additional cost to the City. Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

SECTION 5.18. PREPARATION FOR TESTING.

Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

SECTION 5.19. MATERIALS SAMPLING AND TESTING.

Materials to be used in the Work will be subject to sampling and tests by the City. Contractor shall furnish the City with a list of Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California Agency, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of Contractor and furnished by Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. Contractor shall pay the cost of the first retest and any

subsequent retest of any area or material. The City will secure and test samples whenever necessary.

SECTION 5.20. APPROVAL OF MATERIALS OR EQUIPMENT.

SECTION 5.20A. Sources of Supply.

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

SECTION 5.20B. Plant Inspection.

The City assumes no obligation to inspect materials or equipment at the source of supply. Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if Contractor submits a written request and if the City deems the inspection necessary. Contractor and the supplier will cooperate with and assist the the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

SECTION 5.21. PROVISIONS FOR EMERGENCIES.

The City may provide necessary labor, material and equipment to correct any emergency resulting from Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve Contractor from any damages resulting from the emergency, nor relieve Contractor of its obligations to be solely responsible for safety, including, without limitation, as required by Section 6.17, "Safety Requirements" and all subsections thereunder of these General Conditions.

SECTION 5.22. RIGHT TO RETAIN IMPERFECT WORK.

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8.09, "Deductions for Imperfect Work", of these General Conditions.

SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK.

Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City's written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. Contractor shall, at Contractor's expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if Contractor fails to comply with this Section. All costs shall be borne by Contractor and will be deducted from any unpaid payment otherwise due to Contractor.

SECTION 5.24. TEMPORARY SUSPENSION OR DELAY OF WORK.

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. Contractor shall immediately comply with the City's written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7.12, "Delays", of these General Conditions. Such suspension shall not relieve Contractor of Contractor's responsibilities as described in the Contract.

SECTION 5.25. TERMINATION.

SECTION 5.25A. Reasons for Termination.

The City reserves the right to terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work for any of the reasons listed below.

SECTION 5.25A.1. Termination for Convenience.

The City may at any time and for any reason terminate the Contract or Contractor's performance of the Work, in whole or in part.

If the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amount payable under Section 5.25D of these General Conditions, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

SECTION 5.25A.2. Termination for Cause.

The City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work and so notify Contractor and Contractor's sureties for the following causes:

- Contractor is adjudged bankrupt or makes an assignment for the benefit of Contractor's creditors, or if a receiver is appointed because of Contractor's insolvency.
- The City has made a determination that Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- Contractor willingly violates any terms or conditions of the Contract.
- Contractor does not supply sufficient materials or properly skilled and staffed labor.
- Contractor fails to promptly pay its Subcontractors.
- Contractor disregards laws, ordinances, or City orders.
- Contractor fails to correct defective work in response to defective work notices.
- Contractor fails to comply with written directives.

SECTION 5.25B. Termination After Contract Time.

In addition to any other rights it may have, the City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the work at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to Contractor's other obligations under the Contract, Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

SECTION 5.25C. Notice of Termination; City Completion.

If grounds exist under Sections 5.25A.2 or 5.25B above, then the City may issue to Contractor and its sureties a Notice of Intent to Terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work.

If Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to Contractor and Contractor's sureties that the Contract, or a portion of the Contract, has

been terminated and/or that Contractor's right to proceed and/or control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of Contractor and its sureties, and Contractor and its sureties shall be liable to the City for any and all excess costs, including management, supervision, and design support, occasioned thereby, whether incurred by City personnel, agents and/or consultants. In such event, the City may, without liability, take possession of and utilize in completing the Work, Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

Contractor hereby assigns to the City all of its interest in orders and/or contracts, including subcontracts, existing at the time of termination. The assignment of said orders and/or contracts, including subcontracts, shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts, including subcontracts, which the City designates in writing.

Whenever the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause, Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of Completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5.25D of these General Conditions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.
6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.
7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5.25C). Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.
8. Complete performance of the Work not terminated by the Notice of Termination.
9. Take necessary action, or as the City directs, to protect and preserve the property related to the Contract in which the City has an interest.

SECTION 5.25D. Payments to Contractor Upon Termination of Contract.

In the event of a termination for convenience, Contractor and the City may agree upon an amount paid to Contractor for the total or partial termination of the Contract or of Contractor's control over the Work. The amount may include those items specified in Article 9, "Changes and Claims", of these General Conditions. However, such agreed amount shall not exceed the Contract Sum, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount.

If Contractor and the City fail to agree on the amount to pay Contractor because of the termination for convenience under this Section, the City shall determine the amount due Contractor.

In the event of a termination for cause, Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and

indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Article 9, “Changes and Claims”, of these General Conditions, the excess not otherwise required by the Contract Documents to be retained shall be paid to Contractor. If the sum so expended to complete, plus the City’s damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Contract Sum, Contractor and Contractor's surety are liable to the City for the amount of such excess.

SECTION 5.25E. Completion Not a Waiver of City Rights.

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5.25 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

SECTION 5.25F. Survival of Obligations.

No termination of this Contract or of Contractor’s right to proceed and/or control over the Work shall excuse or otherwise relieve Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of Contractor’s responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS.

When any portion of the Work subcontracted by Contractor is not prosecuted in a satisfactory manner, Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Public Contract Code sections 4100 *et seq.*

ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES

SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS.

Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of Contractor shall modify the provisions of the Contract. Contractor and Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by Contractor or by Contractor's employees.

The attention of Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Article is not to be construed as a listing of all applicable laws. Contractor is solely responsible for familiarity and compliance with all applicable laws.

SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY

SECTION 6.02A. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and Contractor or any Subcontractor under Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815. Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by Contractor or any Subcontractor under Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency, or as approved by the City.

SECTION 6.02B. Prevailing Wages.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin, 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is Contractor's. Pursuant to Labor Code Section 1773.4 Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Contract Sum shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been predetermined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by Contractor or any Subcontractor, the City may retain from payments due to Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by Contractor or any Subcontractor, Contractor shall forfeit to the City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, Contractor is not subject to

this penalty assessment if Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b). In addition to applicable penalties, Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

In accordance with Labor Code Section 1775, Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

SECTION 6.02C. Payroll Records.

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. Contractor shall be responsible for compliance by all Subcontractors on the Project.

Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Upon a written request, Contractor and/or its Subcontractors shall file a certified copy of the payroll records with the requesting entity within 10 days after receipt of the written request. Failure to submit timely, complete certified payrolls when requested shall subject Contractor and/or the Subcontractor(s) to the penalties specified in subdivision (h) of the Labor Code section 1776, which penalties may be deducted from progress payments to Contractor.

Contractor shall not carry on its payrolls any person not actually employed by Contractor, nor shall it carry on its payrolls employees of a Subcontractor. Contractor shall show on its payrolls all persons actually employed by Contractor on the Project, in any capacity. Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

SECTION 6.02D. Additional Requirements for Labor Compliance.

Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its Subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his or her deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to

cover a back wage and penalty assessment against Contractor or Subcontractor whose payroll records are delinquent or inadequate. Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

SECTION 6.02E. Nondiscrimination.

Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

SECTION 6.02F. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor.

Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

SECTION 6.02G. Workers' Compensation.

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, Contractor is required to secure the payment of compensation to its employees.

SECTION 6.02H. Fair Labor Standards.

Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

SECTION 6.02I. Reporting Requirements and Sanctions.

Contractor's failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List of Subcontractors

A list is required from Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format in the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (1) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

A Fringe Benefit Statement is required from Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If Contractor fails to comply with the provisions of this Section, Contractor will be advised of the specific deficiencies and requested to make immediate corrections. Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

SECTION 6.03. SUBCONTRACTING; SUBSTITUTION OF SUBCONTRACTORS.

Contractor shall comply with all requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all Subcontractors, and requiring Subcontractors to be licensed. Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

SECTION 6.04. USE OF PESTICIDES.

Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

SECTION 6.05. OCCUPATIONAL SAFETY AND HEALTH.

Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is

not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve Contractor of this responsibility.

SECTION 6.06. INDEMNIFICATION.

SECTION 6.06A. Contractor's Performance.

To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by Contractor, Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of Contractor or an employee of any of Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by Contractor or by any of

Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts Contractor or any of Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

SECTION 6.06B. Indemnification of Adjacent Property Owners.

In the event Contractor enters into any agreement with owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. Contractor also shall indemnify the City and other indemnities identified in Section 6.06A of these General Conditions as provided in the Contract. These provisions shall be in addition to any other requirements of owners of adjacent property.

SECTION 6.07. PROTECTION OF CITY AGAINST PATENT CLAIMS.

Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

SECTION 6.08. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE.

Both the address given in the Bid and Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to Contractor. Written notice may be accomplished by personal delivery, United States mail, overnight mail, delivery receipt email, facsimile or any other form of commercially accepted communication. The written notice shall become effective

upon delivery. Delivery is complete when the notice is hand delivered, when the facsimile transmission is complete, two business days after mailing by U.S. mail, or upon actual email delivery as evidenced by a delivery receipt.

The address named in the Bid may be changed at any time by written notice from Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to Contractor.

SECTION 6.09. CONTRACTOR NOT AN AGENT OF CITY.

Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and Contractor other than that of the City and independent contractor.

The City shall have the right to direct Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from Contractor's execution of the Work.

SECTION 6.10. ASSIGNMENT OF CONTRACT.

The Contract or the performance of the Contract may be assigned by Contractor, but only upon written consent of the City and Contractor’s surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve Contractor or Contractor’s surety of their responsibilities under the Contract.

SECTION 6.11. ASSIGNMENT OF MONIES.

Contractor may assign monies due Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if Contractor defaults.

SECTION 6.12. CONTRACTORS LICENSE.

Contractor shall comply, and requires all Subcontractors to comply, with Chapter 9 of Division 3 of the Business & Professions Code.

SECTION 6.13. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under Contractor's responsible care and charge until completion and final acceptance, and Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall Contractor's use of Subcontractors in any way alter the position of Contractor or Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with Contractor who is responsible for the proper execution of the Work. Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at Contractor's risk.

SECTION 6.14. PERMITS AND LICENSES.

Except as set forth in the Special Provisions, Contractor shall, at Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. Contractor shall also procure all permits and licenses necessary for the normal conduct of Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that Contractor shall obtain from local agencies in

connection with performing the Work. Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.

Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

SECTION 6.15. RIGHTS AND REMEDIES.

The duties and obligations of Contractor imposed by the Contract Documents and the rights and remedies of the City available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the City, or any of its agents, employees or consultants, including, without limitation, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act or omission of the City, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

SECTION 6.16. UNENFORCEABILITY OF ANY CLAUSE.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.

SECTION 6.17. GENERAL SAFETY REQUIREMENTS.

SECTION 6.17A. Ensuring Safety; Compliance With Safety & Health Regulations.

Safety is a prime consideration in all City contracts. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the site and for ensuring

against and/or correcting any hazardous conditions on the site. Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against (1) injury to persons, including employees, inspectors, and all other persons who may enter the site, or (2) or damage to property, on or near the Project, or adjacent to the site. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with Contractor.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/subcontractors employees and visitors and who shall have the authority to make decisions regarding safety and health concerns on the project and to direct Contractor's personnel to abate any hazard identified by the City.

Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

SECTION 6.17B. 24-Hour Contact Information.

Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

1. Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

2. Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

3. Safety representative: The Contractor's Safety Representative who has the authorities to make decisions regarding safety and health concerns on the project, to direct the Contractor's personnel to abate any hazard identified by the City and the ability to respond to an emergency at the Project at any time and for Contractor's safety representative.

SECTION 6.17C. Protection and Repair of Work.

Contractor shall protect the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing

adequate security measures for its work. Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. Contractor shall provide protection of completed work which may be subject to damage as a result of Contractor's failure to perform as scheduled.

Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to the City.

SECTION 6.17D. Protection of Workers.

Contractor shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

SECTION 6.17E. Working Limits and Regulations.

Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by the City and shall not unreasonably encumber the site or adjacent areas with its materials and/or equipment.

Contractor shall enforce any instructions from the City regarding fires, placement of signs, danger signals, barricades, radios, noise and smoking.

SECTION 6.17F. Protection of Existing Improvements and Property.

Contractor shall take all necessary precautions to protect all existing improvements, facilities and property from any damage resulting from the operations, equipment or workers of Contractor during the course of the construction, and Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities. Trees and shrubbery that are to remain, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, Contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the Work, normal maintenance due to use by City employees or the public excepted.

All improvements, facilities or property injured or damaged by reason of Contractor's operations, shall be replaced, repaired, and restored to their original condition without additional cost to the City and without an extension of the Contract Time.

SECTION 6.17G. Not Used.

SECTION 6.17H. Security of the Site.

SECTION 6.17(I). Removal of Barricades.

Upon completion of the work, Contractor shall remove from the site all materials used for barricades, temporary scaffolding, or any other temporary uses.

SECTION 6.17J. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the site or adjacent to the site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, Contractor shall notify the City, who will send the occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact the City.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by Contractor at least seven days in advance of the work, or longer if required by law or regulation, with a copy delivered to the City.

Contractor shall, at the written instruction of the City, meet with any recipient of such notice to explain and discuss the proposed work.

SECTION 6.17K. Work on Private Property.

Contractor must obtain written permission from the City of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

SECTION 6.17L. Not Used.

SECTION 6.17M. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within 48 hours by Contractor without expense to the City, unless disruption of City operations or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Engineer, Architect or Consulting Engineer, the best interest of the City requires that repairs be made prior to the execution of any further work, the City will so notify Contractor who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted therefore.

Upon the failure of Contractor to comply with any such order, or upon Contractor's failure to make immediate emergency repairs which are necessary to protect the Work, the City may do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to Contractor shall be necessary for the City to take this action.

SECTION 6.17N. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, Contractor, without previous instructions or authorizations from the City, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and Contractor shall bear all costs of that action. Contractor shall immediately notify the City, and thereafter shall comply with any instructions issued by the City.

SECTION 6.17(O). Work During Hours of Darkness.

Working areas utilized by Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

SECTION 6.18. PUBLIC CONVENIENCE AND SAFETY.

SECTION 6.18A. Public Convenience.

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7.08, "Peak Hours, Hours of Darkness, Holidays and Weekends", of these General Conditions for time limitations.

SECTION 6.18B. Pedestrian and Bicyclist Access.

Contractor shall not block the movement of pedestrian or bicycle traffic. Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by

providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4') wide bridges across trenches and four-foot (4') wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

SECTION 6.18C. Written Notification To Residences and Businesses.

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

SECTION 6.18D. Access To Driveways, Houses and Buildings.

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner's access across the right-of-way line is to be eliminated, repaired, or replaced under the Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

SECTION 6.18E. Property Damage.

Any property damage caused by Contractor shall be repaired at Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of any third-party claims received by the City relating to this Contract.

Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of Contractor with respect to such third-party claims.

SECTION 6.18F. Erection of Signs To Expedite Passage of Vehicles.

Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

SECTION 6.18G. Traffic Obstructions, Delays and Inconveniences.

All public traffic shall be permitted to pass through the Work and Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

SECTION 6.18H. Work On Private Property.

Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

SECTION 6.18(I). Hazardous Conditions Created.

Whenever Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, Contractor shall, at Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

SECTION 6.19. PUBLIC SAFETY AND TRAFFIC CONTROL.

SECTION 6.19A. General.

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

SECTION 6.19B. Responsibility For Safety.

It is Contractor's responsibility to provide for public safety and traffic control. The City may review Contractor's operations and inform Contractor if an unsafe or hazardous condition is observed. Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

SECTION 6.19C. Passage of Emergency Vehicles.

Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

SECTION 6.19D. Furnishing, Installing, and Maintaining Traffic Controls.

Appropriate traffic control shall be furnished by Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

SECTION 6.19E. Inadequate Traffic Controls and After-Hour Maintenance and Repairs.

Should Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct Contractor, at Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by Contractor or deducted from the progress payment. If Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

SECTION 6.19F. Competent Flaggers.

Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA regulations and shall be prepared to provide verification of such training to the City when requested.

SECTION 6.19G. Construction Signs.

Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by Contractor, subject to City approval, and shall be protected from damage from construction activities by Contractor throughout the duration of the Project.

SECTION 6.19H. Temporary Bridging of Excavations and Trenches.

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless Contractor provides a temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

SECTION 6.19(I). Entering and Leaving the Construction Zone.

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, Contractor's equipment operators shall yield to public traffic.

SECTION 6.19J. Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings.

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by Contractor at Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by Contractor and shall not be removed or altered without City approval.

SECTION 6.19K. Bus Stops.

If construction operations will obstruct a bus stop, Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

SECTION 6.19L. Dust.

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by Contractor's operations as provided in Article 10, Environmental Controls, of these General Conditions.

SECTION 6.19M. Removal of Spillage From Roadway.

Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

SECTION 6.20. CONFINED SPACES.

SECTON 6.20A. Contractor Responsibilities and Qualifications.

When working in a confined space, Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, Contractor shall submit for City review:

1. Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify Contractor to safely perform work in permit-required confined spaces. Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:
    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5.10, Contractor's Submittals, of these General Condtions.

Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed Contractor's qualifications and proposed methods.

Contractor shall conform to the procedures established by Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. Contractor shall

also provide all monitoring, safety, and communications equipment required for confined space operations.

SECTION 6.20B. City Responsiblities for Permit Confined Spaces.

Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed Contractor's submittal to perform permit-required confined space entry work, Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space Contractor anticipates entering.

- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Section 6.20.

SECTION 6.20C. Existing Sewers and Storm Drains.

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

SECTION 6.20D. Joint City – Contractor Entries.

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

SECTION 6.21 TRAFFIC CONTROL PLANS (TCP).

SECTION 6.21A. Traffic Pattern Changes.

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure

by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

SECTION 6.21B. Traffic Control Plans (TCP).

Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by Contractor for hauling materials and equipment shall be constructed and maintained by Contractor at Contractor's expense. If Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

SECTION 6.22. BARRICADING OPEN TRENCHES.

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating "OPEN TRENCH" shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4') of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6.19H, "Temporary Bridging of Excavations and Trenches," in this Section of these General Conditions.

SECTION 6.23. EXISTING UTILITIES.

SECTION 6.23A. General.

Contractor shall coordinate and fully cooperate with the City, utility district(s) and governmental agencies for the location, relocation, and protection of utilities. Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. Before proceeding with trenching or other operations that may cause damage to existing utilities, Contractor shall, in accordance with Government Code Section 4216.2, arrange for the location of existing utilities and shall arrange for the relocation of such utilities, if necessary, by the utility district(s) or Contractor.

SECTION 6.23B. Maintenance and Protection.

Unless otherwise shown or specified in the Contract Documents, Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, Contractor, for convenience, may arrange with the individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

When connecting to existing utilities, Contractor shall expose all underground facilities that are to be connected to or that might be affected by the construction of the proposed improvements for verification of location and elevation prior to ordering materials.

Unless otherwise specified in the Contract Documents, Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility district(s) may elect to provide the necessary protective measures and bill Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

SECTION 6.23C. Exact Locations Unknown.

Where locations of existing utility facilities are shown on the Plans, they are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility district(s) involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Article 9, “Changes and Claims”, of these General Conditions.

In accordance with Government Code Section 4215, the City will compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Article 9, “Changes and Claims”, of these General Conditions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If Contractor discovers utilities not identified in the Plans or Specifications, Contractor shall immediately notify the City and the utility district(s) by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility district(s) to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7.12B, “Excusable Delays”, of these General Conditions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility.

Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the utility district(s) to provide for the removal or relocation of existing utilities.

SECTION 6.23D. Underground Service Alert (USA).

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, Contractor shall contact U.S.A.to have the area re-marked. Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. Contractor shall determine the exact location (twenty-four inches (24”) from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators’ markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by

Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

SECTION 6.23E. Damage to Existing Utilities.

Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

SECTION 6.23F. Markings.

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution Blue	W	Water
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S	Sewer

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
	D	Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

SECTION 6.24. EXCAVATION AND TRENCH SAFETY.

SECTION 6.24A. Permit.

Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 2, Sections 341, 341.1 and following, and Title 8, Article 6, 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

SECTION 6.24B. Shoring, Bracing. Shielding, and Sheeting.

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at Contractor's expense.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when Contractor's employees are working within the trench. A "Competent Person" is one who is capable of

identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5') or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

SECTION 6.25. OVERLOADING.

Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage.

SECTION 6.26. PRESERVATION OF PROPERTY.

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

SECTION 6.27. APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY.

The review or approval by the City of any submittal, working drawing or any method of work proposed by Contractor shall not relieve Contractor of any of Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to Contractor using the proposed plan or method at Contractor's responsibility and risk.

SECTION 6.28. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT.

Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

SECTION 6.29. PROPERTY RIGHTS IN MATERIALS.

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by Contractor without the City's consent.

SECTION 6.30. CONFLICT OF INTEREST.

No official of the City who is authorized on behalf of the City to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

SECTION 6.31. NO AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

ARTICLE 7. PROSECUTION OF THE WORK

SECTION 7.01. BEGINNING OF WORK.

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

SECTION 7.02. AMOUNT OF WORK UNDER CONSTRUCTION.

Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

SECTION 7.03. PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS.

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS.

Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown,

or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule, Contractor shall, immediately and at no additional cost to the City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

SECTION 7.04A. Superintendence.

Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever Contractor or Contractor's superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until Contractor or Contractor's superintendent arrives.

SECTION 7.04B. Labor.

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

SECTION 7.04C. Equipment and Methods.

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5.09, "Contractor's Equipment", of these General Conditions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order Contractor to modify Contractor's facilities or methods. Contractor shall promptly comply with such orders at Contractor's expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

SECTION 7.05. SCHEDULES.

Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7.05 and Section 5.10, "Contractor's Submittals", of these General Conditions, which shall illustrate Contractor's planned schedule for carrying out the Work

and completing the Work within the Contract Time. Contractor's updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the Project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by Contractor to timely obtain the approved Contract Schedule or to submit any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

SECTION 7.05A. Baseline (Contract) Schedule.

Within 14 Calendar Days after receiving the Notice to Proceed, Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic, native format and PDF.

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity

- Activity description

- Activity relationships and dependencies (logic)
- Activity duration in Working Days
- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with Contractor.

Failure of the Contract Schedule to include any element of the Work or any inaccuracy in the Contract Schedule will not relieve Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule by the City will not relieve Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

SECTION 7.05B. Progress Schedules.

Contractor shall submit to the City each month with its payment application an electronic (native format and PDF) up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.

2. Actual start/finish dates for activities as appropriate.

3. Identification of processing errors, if any on the previous update reports.

4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

SECTION 7.05C. Schedule Revisions.

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a Time Impact Analysis in accordance with Section 7.18, "Extension of Time", of these General Conditions showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7.12, "Delays" and 7.18, "Extension of Time", of these General Conditions. No additional cost beyond that provided in Article 9, "Changes and Claims", of these General Conditions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should Contractor, after the City's approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date

of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

SECTION 7.05D. Short Interval Schedules.

Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

SECTION 7.05E. Float.

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and Contractor. Neither the City nor Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

SECTION 7.05F. City's Right to Revise the Schedule.

In the event of a delay to critical path work which is not the fault of Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of Contractor to cooperate in this effort. It is not the the City's responsibility to ensure Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of Contractor will be reimbursed per the provisions of Article 9, "Changes and Claims", of these General Conditions, provided that Contractor has not contributed to the delay which the City is seeking to overcome. If Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a

waiver by Contractor of any claim for compensation arising out of the schedule adjustment.

SECTION 7.05G. Responsibility for Completion.

Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7.08) as may be necessary to ensure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of Contractor to comply with the requirements of this Section 7.05G shall be considered grounds for a determination by the City that Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject Contractor to all rights and remedies of the City under the Contract Documents.

SECTION 7.06. UNUSUAL SITE CONDITIONS.

Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of notice from Contractor, the City shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order or Directive under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting parties.

No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice set forth in this Section 7.06.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER.

During inclement or unsuitable weather or other unfavorable conditions, Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, Contractor may be directed to stop that portion of the Work, in accordance with Section 5.24, "Temporary Suspension or Delay of Work", of these General Conditions, until the weather clears or the conditions are no longer unfavorable. Contractor must keep roads safe and inspect and maintain stormwater pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, Contractor, and/or City employees.

SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS.

SECTION 7.08A. Allowable Times and Hours of Work.

Unless otherwise noted in the Contract Documents or approved in writing by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Contract Documents or approved in writing by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City's written permission.

SECTION 7.08B. Off-Period Work.

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate Contractor's request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

SECTION 7.08C. Emergency Repairs.

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. Contractor must notify the City within one (1) hour of dispatch of Contractor's repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Contract Sum is required, Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

SECTION 7.08D. Revocation of Permission For Off-Period Work.

The City may revoke permission for off-period work if Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

SECTION 7.08E. Working Shifts.

Two- or three-shift operations may be established as a regular procedure by Contractor upon written permission from the City. Such permission may be revoked if Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

SECTION 7.09. TEMPORARY FACILITIES AND SERVICES.

Unless specified otherwise in the Contract Documents, Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY.

Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages Contractor's work.

Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

SECTION 7.11. PROOF OF COMPLIANCE WITH CONTRACT.

When requested by the City, Contractor shall submit properly authenticated proof of Contractor's compliance with the Contract.

SECTION 7.12. DELAYS.

Contractor shall provide notification to the City for any delays, in accordance with Section 7.13, "Notice of Delays", of these General Conditions.

SECTION 7.12A. Inexcusable Delays.

Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for the City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor or Subcontractors.

SECTION 7.12B. Excusable Delays.

Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, pandemics and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if Contractor produces satisfactory evidence of acting in a timely manner.

Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act, unusual site conditions as set forth in Section 7.06 of these General Conditions, or the discovery of archeological or cultural resources as specified in Section 10.10, “Archeological and Cultural Resources”, of these General Conditions. Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7.12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

SECTION 7.13. NOTICE OF DELAYS.

Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if Contractor foresees any delay in the prosecution of the Work or if Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or

excusable, its duration, and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, Contractor is required to give only one notice.

Within ten (10) Working Days after the Contractor has given notice of the delay, the Contractor shall submit a Time Impact Analysis in accordance with Section 7.18 of these General Conditions that includes both a written narrative and a schedule diagram depicting how the claimed occurrence of an excuseable delay affects other schedule activities and the critical path.

All delays shall be deemed inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. Contractor acknowledges that the City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

SECTION 7.14. CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY.

If Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, Contractor shall have no claim for damages or time extensions.

SECTION 7.15. TIME OF COMPLETION.

Time is of the essence on this Contract. Contractor shall complete all of the Work called for under the Contract within the Contract Time.

SECTION 7.16. EXTENSION OF TIME NOT A WAIVER.

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME.

Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

SECTION 7.18. EXTENSION OF TIME.

Subject to the provisions of Section 7.12B, compliance with the required contractual notice provisions in Section 7.13, and subject to submission of a Time Impact Analysis

(TIA) in accordance with this Section 7.18 showing the impact on the critical path of the event giving rise to an excusable delay, Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7.12 to Section 7.17 of these General Conditions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9.11, “Time Extensions for Changes”, of these General Conditions. During such time extension, Contractor will not be charged for extra engineering and inspection or liquidated damages.

Contractor shall provide the City with 3 copies of any TIA. Contractor’s TIA shall include both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIA’s impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable the City to evaluate the impact of changed work to the scheduled critical path. Contractor is responsible for all costs associated with the preparation of TIAs, and the process of incorporating TIAs into the current schedule update.

If the time extension is compensable, the Contract Sum will be adjusted as set forth in Section 9.09 of these General Conditions.

SECTION 7.19. SUBSTANTIAL COMPLETION.

When Contractor considers the entire Work, or a specific portion of the Work, substantially complete, Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify Contractor in writing, giving the City’s reasons. If the City considers the Work ready for its intended use, the City will grant Substantial Completion, and then the City will provide a list of items to be completed or corrected (often referred to as a “deficiency list” or “punch list”) before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, Contractor shall proceed to correct or complete the items on the list.

Substantial Completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

SECTION 7.20. CLEANING UP.

Throughout the construction period, Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, “Surplus Material Disposal”, of the Placer County Specifications. The final inspection will not be made until final clean up has been accomplished.

Construction and demolition debris may be properly disposed of by Contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City’s designated refuse collection service provider.

SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE.

Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. Contractor or Contractor's representative shall be present at the final inspection. Contractor will be notified in writing of any further defects or deficiencies and Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that Contractor is not making a good faith effort to correct deficiencies. The Engineer, Architect, Consulting Engineer or Project Manager will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer, Architect, Consulting Engineer or Project Manager shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION.

Upon Completion of the Work, including but not limited to acceptance of O&M manuals, Record Drawings, test reports, the Guarantee Form, and any other close-out documents required by the Contract Documents, the Engineer, Architect, Consulting Engineer or Project Manager will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

SECTION 7.23. WARRANTY WORK.

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements

at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after Contractor is given written notice of such failure and without notice to the surety; and Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to Contractor or surety; and Contractor shall pay the entire costs for the City's work.

ARTICLE 8. MEASUREMENT AND PAYMENT

SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES.

It is Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

SECTION 8.01A. Unit Price Contracts.

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9.13, "Contract Change Order", of these General Conditions.

SECTION 8.01B. Lump Sum or Job Contracts.

Progress Payments will be based on the Schedule of Values prepared by Contractor and approved by the City prior to acceptance of the first progress payment request (see Section 8.05, "Progress Payment Procedures", below). If requested by the City, Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by Contractor pursuant to Section 7.05B, "Progress Schedules", of these General Conditions.

SECTION 8.01C. Payment for Mobilization.

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

1. Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

2. Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of

all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Contract Sum as a separate pay item for mobilization. In the event Contractor submits a mobilization pay item greater than five percent (5%) of the Contract Sum, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8.07, “Retention”, of these General Conditions.

SECTION 8.02. SCOPE OF PAYMENT.

SECTION 8.02A. General.

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

SECTION 8.02B. Unit Price Contract.

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9.07B, “Payment for Changes – Unit Prices”, in these General Conditions.

SECTION 8.02C. Lump Sum or Job Contract.

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

SECTION 8.02D Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

SECTION 8.02E. Allowances.

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Contract Sum will be adjusted accordingly by Contract Change Order. Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to

any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

SECTION 8.02F. Payment for Material Not Incorporated in the Work.

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

SECTION 8.03. WORK TO BE DONE WITHOUT DIRECT PAYMENT.

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK.

If the City occupies or uses a portion of the Project under Section 4.13, “Use of Completed Portions”, of these General Conditions, before it accepts Completion of the Work, Contractor will only be compensated in accordance with this Article 8. No final payment shall occur for a limited portion of the work.

SECTION 8.05. PROGRESS PAYMENT PROCEDURES.

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then the City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. The City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8.07, "Retention", of these General Conditions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to Contractor, with retention being withheld from that approved payment as described in Section 8.07 of these General Conditions.

The payment of a progress payment or the acceptance thereof by Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce Contractor's liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by Contractor will not release Contractor or Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any progress payment and may withhold as much payment as necessary to correct the error in later progress payments.

SECTION 8.06. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS.

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

SECTION 8.07. RETENTION.

SECTION 8.07A. Retention to Ensure Performance.

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8.08, "Withholdings/Denial of Progress Payment Request", of these General Conditions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount, 150% of the amount of liquidated damages, and 125% or more of outstanding Stop Payment Notices and full amount of liquidated damages.

SECTION 8.07B. Non-Compliance.

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

SECTION 8.07C. Substitution of Securities.

At the request and expense of Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8.07 of these General Conditions, Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If Contractor elects either option, Contractor and the City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

SECTION 8.08. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST.

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5.22, "Right to Retain Imperfect Work", of these General Conditions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City incur actual and/or liquidated damages;

- Review of excessive resubmittals under Section 5.10B of these General Conditions, and excessive inspections or tests;
- Replacement of survey stakes and excessive survey work;
- Failure by Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by the City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Article 6, "Legal Relations and Responsibilities" of these General Conditions), including, without limitation, withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Payment Notice.

If, on Completion or termination of the Contract or termination of Contractor's control over the Work, sums withheld from Contractor are insufficient to cover the City's charges against Contractor, the City has the right to recover the balance from Contractor or Contractor's surety.

SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK.

For any portion of the Work, materials or equipment retained in accordance with Section 5.22 of these General Conditions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY.

If the Work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to these General Conditions, Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between Contractor and the City that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the date of Completion, and that both

Contractor and Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to Contractor. If it appears during the course of construction that Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the utility district(s) facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract, Contractor's control over the Work or Contractor's right to proceed is terminated for cause, then Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which Contractor is entitled, until the Date of Completion.

SECTION 8.11. FINAL ESTIMATE AND PAYMENT.

Subsequent to field acceptance as detailed in Section 7.21 of these General Conditions and submission of all required close-out documents referenced in Section 7.22 of these General Conditions, and within thirty (30) Calendar Days after field acceptance Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Sections 8.08, 8.09 and 8.10 of these General Conditions and making other corrections as necessary, shall return its approved final payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to Contractor, Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions. Not later than thirty (30) calendar days after Contractor returns

the approved final payment request or statement of exceptions to the City, Contractor shall comply with Section 9.17 of these General Conditions for any exceptions it intends to pursue as a claim, and provided it has complied with all other contract requirements for notice and presentation of claims, or its claim(s) will be deemed waived.

Any claim of Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract Sum as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by Contractor. If Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8.07 of these General Conditions. If Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9.18, "Engineer's Decision", of these General Conditions, with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY.

If Contractor fails to timely submit a statement of exceptions, Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability

on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

SECTION 8.13. DISPUTED PAYMENTS.

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Article 9, “Changes and Claims”, of these General Conditions. The decision of the City will be final.

ARTICLE 9. CHANGES AND CLAIMS

SECTION 9.01. AUTHORITY FOR CHANGES.

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to Contractor's sureties, and in accordance with the provisions of Section 9.02, "Ordering of Changes", of these General Conditions.

Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9.02 of these General Conditions. Payment for changed or extra work will not be made without the City's written authorization.

SECTION 9.02. ORDERING OF CHANGES.

The City may order or direct, including, without limitation, through a Field Directive or Construction Change Directive, a change, in writing, during the course of the Work, and Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4.06, "Field Directives or Other Written Directives", of these General Conditions. If the City and Contractor agree that compensation in the form of an adjustment to the Contract Sum and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9.13, "Contract Change Order", of these General Conditions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve Contractor of its obligation to complete all work specified in the order or directive.

SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP).

SECTION 9.03A. General.

The Construction Incentive Change Proposal (CICP) Program provides a program for Contractor to use its expertise to improve Contract performance to create an overall reduction in the Contract Sum. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4.10, "Deleted Items," in these General Conditions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through Contractor, and Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

Contractor shall proceed with the Work as scheduled until Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP.

SECTION 9.03B. Description.

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by Contractor or Subcontractor through Contractor as identified in Section 9.03A. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.
- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to Contractor.

SECTION 9.03C. Submittal.

Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.
3. A clear identification of all advantages and disadvantages for each proposed change.
4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.
5. A summary of estimated costs, including the following:
    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:
        - Quantities of material and equipment.
        - Unit prices of materials and equipment.
        - Labor hours and rates for installation.

- Subcontractor and prime Contractor markups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9.03E, "Sharing Provisions and Formula," of these General Conditions.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

> "This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for Contractor's cost of developing the CICP.

SECTION 9.03D. Acceptance.

The City will use the processing procedure specified for Change Orders in Section 9.13, "Contract Change Order," in these General Conditions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, Contractor shall not appeal the decision.

SECTION 9.03E. Sharing Provisions and Formula.

Upon acceptance of the CICP, Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

> Net Capital Savings = Contract Cost Prior to CICP – (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT.

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9.07 and 9.11 of these General Conditions. Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Contract Sum, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9.05, "Cost and Pricing Data", of these General Conditions.

If Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the City will issue a Change Order in accordance with Section 9.13, "Contract Change Order" of these General Conditions. If a Field Directive or other written order is issued on a force account basis, Contractor must immediately begin keeping records in accordance with Section 9.07C, "Force Account", of these General Conditions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Contract Sum, unless Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9.11, "Time Extension for Changes", of these General Conditions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve Contractor from performing the change in the Work promptly and expeditiously. The City may unilaterally direct Contractor in writing to perform changes in or additions to the scope of the Contract. Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9.07, "Payment for Changes", of these General Conditions.

SECTION 9.05. COST AND PRICING DATA.

Cost and pricing data submitted by Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Upon request by the City, Contractor shall provide the following information to support its submitted costs:

1. Copy of original quotations, purchase order or invoices to verify costs included in original bid.
2. Copy of all quotations, purchase order or actual invoices to support new costs submitted.

3. Copy of all subcontracts.
4. Copy of all employee time records and wage rates paid.
5. Copy of all insurance and bond costs resulting from change.
6. Copy of all quantity takeoff sheets for materials, labor and equipment.
7. Certified payroll records.
8. Certified composite wage rate statements including employees base rate and Contractor's contributions for fringe benefits, subsistence and travel.
9. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation.
10. Invoices for all rental equipment.
11. Other information, as required, to document the labor, equipment and materials used.

Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9.06, "Access to Records", of these General Conditions.

SECTION 9.06. ACCESS TO RECORDS.

Upon reasonable notice and during normal business hours, the City shall have access to Contractor's and Subcontractors' records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by Contractor. "Records" as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and electronic and/or paper copies at the City's cost.

SECTION 9.07. PAYMENT FOR CHANGES.

The method of payment agreed upon by Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

SECTION 9.07A. Lump Sum Price.

Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor costs, material supplier costs, and

any surcharges and/or markups as allowed in Section 9.08, “Markups for Changed Work” in these General Conditions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon Contractor's proposal and the City does not elect to have the change in the Work performed on a time and material basis, the City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, Contractor's submission, or combination thereof.

SECTION 9.07B. Unit Prices.

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer’s Estimate by twenty-five percent (25%) or more, or if part of the Work is eliminated in its entirety, in the absence of an executed Change order specifying the compensation to be paid, compensation will be adjusted in accordance with Section 9-1.06, “Changed Quantity Payment Adjustments”, of the State Specifications.

SECTION 9.07C. Force Account.

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct Contractor to proceed with the changed work on a force account basis. Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Conditions in Sections 9.07C.1, “Labor”, 9.07C.2, “Materials”, and 9.07C.3, “Equipment”; plus the percentages stipulated in Section 9.08, “Markups for Changed Work”.

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, Contractor shall notify the City not less than four (4) hours prior to starting force account work. Contractor shall submit Daily Work Reports (DWR’s) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR’s shall list names of all Contractor’s staff, the staff person’s craft or trade, all craft or trade labor hours, and all material and construction equipment used. Contractor shall use the DWR’s in preparing billings for force account work.

SECTION 9.07C.1. Labor.

Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, Contractor will receive no additional

compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

SECTION 9.07C.1(a). Actual Wages.

Charges for labor will be Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

SECTION 9.07C.1(b). Labor Surcharge.

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

SECTION 9.07C.1(c). Subsistence and Travel.

The City will pay Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

SECTION 9.07C.2. Materials.

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; Contractor shall have no claims for costs or profit on such materials.

SECTION 9.07C.3. Equipment.

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, Contractor shall be paid such rental rates as are agreed upon by Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source

and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

SECTION 9.07C.4. Subcontracts.

Subcontract costs shall be the actual cost to Contractor for work performed by a Subcontractor. The provisions of this Section 9.07C, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9.08, "Markups for Changed Work", of these General Conditions.

SECTION 9.08. MARKUPS FOR CHANGED WORK.

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of Contractor or Subcontractor, as applicable, will be added to such credit.

SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS.

Payments will be made as follows for compensable excusable delays, as defined in Section 7.12B, "Excusable Delays", of these General Conditions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

SECTION 9.09A. Construction Equipment.

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates", with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.
- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

SECTION 9.09B. Jobsite Indirect Costs.

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9.09C, “Markup for Compensable Excusable Delays”, of these General Conditions.

SECTION 9.09C. Markup for Compensable Excusable Delays.

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10.10, “Archeological and Cultural Resources”, of these General Conditions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. Contractor shall determine the distribution of the markup among Contractor, Subcontractors, and suppliers.

SECTION 9.09D. Duplicated Overhead Costs.

If Contractor is compensated for delays in accordance with this Article, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK.

The City will not pay Contractor for costs in excess of prevailing market values, unless Contractor can establish, to the satisfaction of the City, that Contractor has investigated

all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City's determination will be final.

SECTION 9.11. TIME EXTENSIONS FOR CHANGES.

Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by Contractor in accordance with Section 9.04, "Prosecution of Changes to the Contract", of these General Conditions, shall state the amount of extra time Contractor believes the change added to the overall project schedule and shall be supported by a Time Impact Analysis under Section 7.18, "Extension of Time", of these General Conditions. Failure to request a time extension within the time allowed constitutes a waiver of Contractor's right to subsequently claim an adjustment in Contract Time. The Project Manager shall have the authority to determine if a time extension should be granted.

SECTION 9.12. EFFECT ON SURETIES OF CHANGES TO THE WORK.

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties' obligations under the Contract.

SECTION 9.13. CONTRACT CHANGE ORDER.

The City will issue a Change Order if a change to the Contract Sum or Contract Time is necessary. Contractor shall not be entitled to any adjustments in either Contract Sum or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Contract Sum for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Contract Sum and Contract Time.

SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES.

A Change Order that is substantially in agreement with Contractor's Proposed Change Order, and/or Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If Contractor disagrees with any Change Order, Field Directive, or other written directive, Contractor may submit a notice of potential claim to the City in accordance with Section 9.16, "Notice of Potential Claim", of these General Conditions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve Contractor of Contractor's obligations under the Contract.

SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS.

If Contractor and the City fail to agree whether or not any work or other matter is within the scope of the Contract, Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7.13, 8.11, 9.16 and 9.17 of these General Conditions.

Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

SECTION 9.16. NOTICE OF POTENTIAL CLAIM.

Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

SECTION 9.17. SUBMISSION OF CLAIMS.

Claims shall be subject to the requirements of Public Contract Code sections 20104 et seq. and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

SECTION 9.17A. Definitions.

"Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with Contractor or is a lower tier subcontractor.

SECTION 9.17B. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9.17C. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the approved final payment request is returned to Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9.17C below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.
2. If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written

request, Contractor shall notify the Subcontractor in writing as to whether Contractor presented the Claim and, if Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

3. Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and Contractor.
4. Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9.17B.3 above, the City shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
5. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.
6. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
7. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the the City issues its written statement.

8. Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9. If mediation is unsuccessful, then Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

11. Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

    a. The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

    b. The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

    c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving

an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.

d. The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SECTION 9.17C. Documentation of Claims by Contractor.

For each Claim, Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of Contractor's claim will be based on the City's records and the claim documentation submitted by Contractor.

Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for the City's potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Conditions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, Time Impact Analyses, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by Contractor, Contractor shall be liable to the City for three (3) times the amount of

damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

SECTION 9.18. ENGINEER'S DECISION.

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9.17. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor Representatives.

SECTION 9.19. ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and Contractor amend the Contract to agree on a form of alternative dispute resolution.

SECTION 9.20. NO ALTERNATIVE CLAIMS PROCEDURE.

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

SECTION 9.22. ASSIGNMENT OF CLAIMS.

Contractor shall not assign any portion of the moneys due Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

ARTICLE 10. ENVIRONMENTAL CONTROLS AT WORK SITE

SECTION 10.1. DUST CONTROL.

SECTION 10.1A. General.

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

SECTION 10.1B. Dust Palliative.

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

SECTION 10.1C. Measurement and Payment.

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

SECTION 10.2. AIR POLLUTION CONTROL.

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

SECTION 10.03. BURNING.

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

SECTION 10.04. EROSION, SEDIMENT, AND WATER POLLUTION CONTROL.

SECTION 10.04A. General.

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall

protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

SECTION 10.04B City Requirements.

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

SECTION 10.04C. Regulations, Ordinances, Permits, and Specifications.

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to

erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7.21, "Final Inspection and Field Acceptance", of these General Conditions.)

SECTION 10.04D. Storm Water Pollution Prevention Plan.

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

SECTION 10.04E. Erosion and Sediment Control Plan.

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail

to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

SECTION 10.04F. Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

SECTION 10.04G. Compliance.

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP’s. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely

responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5.24, “Temporary Suspension or Delay of Work”, of these General Conditions. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8.8, “Withholdings/Denials of Progress Payment Requests”, of these General Conditions.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8.8, of these General Conditions.

SECTION 10.4H. Payment.

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no additional compensation will be allowed.

SECTION 10.05. CONTROL OF WATER IN THE WORK.

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

SECTION 10.06. NOISE CONTROL.

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

SECTION 10.07. CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS.

SECTION 10.07A. Contaminated or Hazardous Materials.

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

SECTION 10.07B. Hazardous Environments.

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

SECTION 10.08. USE OF EXPLOSIVES.

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

SECTION 10.09. SANITARY REGULATIONS.

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

SECTION 10.10. ARCHEOLOGICAL AND CULTURAL RESOURCES.

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7.12B, “Excusable Delays”, of these General Conditions.

SECTION 10.11. PROTECTION OF EXISTING TREES.

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

ARTICLE 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

SECTON 11.01. GENERAL.

Preconstruction photographs will only be required when specified in the Special Provisions.

Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

SECTION 11.02. PRECONSTRUCTION PHOTOGRAPHS.

Preconstruction digital photographs shall be taken by Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

SECTION 11.03. RECORD DRAWINGS.

Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:

Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of

all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

SECTION 11.04. MEASUREMENT AND PAYMENT.

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

END OF SECTION

TECHNICAL SPECIFICATIONS
FOR THE
WHITNEY RANCH PARKWAY ROADWAY MAINTENANCE

The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Civil Engineer.

CIVIL
JUDY L. TORTELLI, PE



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SECTION 01110

SUMMARY OF WORK

1.01 GENERAL

The Work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all Work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be provided by the **CONTRACTOR** as though originally so indicated, at no increase in cost to the **OWNER**. "Acceptance" or "Final Acceptance" shall mean formal action of the City of Rocklin in determining that Contractor's work has been completed in accordance with the Contract Documents and in notifying Contractor in writing of the acceptability of the Work.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

The Work generally includes but is not limited to: Pavement Maintenance within and extending past the intersection of University Avenue and Whitney Ranch Parkway in the City of Rocklin. Work includes but is not limited to; pavement crack sealing, microsurfacing, pavement markings, traffic control, and public relations activities.

BID ITEM CLARIFICATIONS

Bid Item A1, B1 – Type 2 Microsurface:

The unit price bid for this item shall include, but not be limited to, furnishing all labor, equipment, materials, including preparation of the surface required to complete the work in conformity with these specifications, including sweeping, traffic control, mobilization, and all incidentals necessary to install Type 2 Microsurface.

The quantities shown in the Bid Schedule are based on measurements from aerials and/or in the field by Lumos & Associates. Sheet C2.0 (Whitney Ranch Parkway) and Sheet C2.1 (University Avenue) provide mircrosuface limits containing each individual street with quantities, dimensions, and valve and manhole locations.

Payment for this item will be based on the stated quantity in square feet identified on the plans at the unit price per square foot set forth in the Bid Schedule. Application rates above the Minimum Application Rate specified will not result in additional compensation. Application rates below the Minimum Application Rate specified will result in either, at the sole discretion of the CITY OF ROCKLIN, (i) a payment deduction; or (ii) a direction by the CITY OF ROCKLIN to contractor to make additional applications to satisfy the

applicable required Minimum Application Rate at no additional cost to the CITY OF ROCKLIN.

Bid Items A2, B2 – Pavement Crack Sealing:

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary for the furnishing and placing of materials required to complete the sealing of asphalt paving cracks/joints, and lip of gutter, including preparation of the surface, traffic control and mobilization required to complete the work in conformity with these specifications.

The quantities shown in the bid schedule are based on field evaluation and estimations by Lumos & Associates. For both streets crack sealing needs were identified and the total square footage of roadway to receive a crack seal application.

Payment for this item will be based on the stated quantity in square feet, identified on the plans, at the unit price per square foot set forth in the Bid Schedule, which shall be deemed full compensastion for crack seal placement in conformance with the requirements to complete the work work.

Bid Items A3-A11, B3-B10 – Install Pavement Striping and Markings (Thermoplastic):

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to install lane lines, center lines, and other striping and markings at the locations and of the size, type, and color, as indicated within the plans and specifications. Work shall include, but not be limited to mobilization, traffic control, removal of existing markings, surface preparation, priming, application, surveying layout, and incidentals necessary for a complete installation.

The length of striping is measured from end to end of the line which includes gaps but does not include breaks. Double stripes are considered a single unit and quantities represent the length of the double stripe.

The quantities shown in the bid Schedule are based on measurements from aerials and/or in the field by Lumos & Associates.

Payment for this item will be based on the unit bid price for actual quantities measured in the field.

Bid Items A12-A13, B11 – Stop Bar/Crosswalk Markings (Thermoplastic):

This item is the placement of all thermoplastic stop bar/crosswalk striping of the size and type as indicated on the plans. The work comprising the unit price bid for this item shall consist of mobilization, traffic control, removal of existing markings, surface preparation, all labor, equipment, materials, and incidentals necessary to install stop bar/crosswalk striping.

Grinding down the existing concrete paver crosswalk on the south and east sides of the Whitney Ranch Parkway and University Avenue intersection, as indicated on the Plans, shall be considered incidental to the these bid items. The existing pavers shall be ground down to a depth of one quarter-inch (1/4") below the existing surface elevation. Work shall include, but not be limited to; mobilization, traffic control, surface preparation, surface grinding, debris cleanup, and any incidentals necessary to complete the work.

Thermoplastic stop bar/crosswalk striping shall be measured per lineal foot to the nearest foot. Length of striping is measured from end to end of the line.

The quantities shown in the bid Schedule are based on pavement management system data, measurements from aerials and/or in the field by Lumos & Associates.

Payment for this item will be based on the unit bid price per lineal foot for actual quantities measured in the field.

Bid Items A14-A16, B12-B14 – Preformed Pavement Markings(Thermoplastic):

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to install various symbols and words that direct traffic. Typical symbols include, but are not limited to, arrows, bicyclist, etc. Typical words include, but are not limited to, BIKE, LANE, STOP, etc. Work shall include, but not be limited to mobilization, traffic control, removal of existing markings, surface preparation, priming, application, surveying layout, and incidentals necessary for a complete installation.

The quantities shown in the bid Schedule are based on measurements from aerials and/or in the field by Lumos & Associates.

PREFORMED PAVEMENT MARKINGS will be calculated and paid for each symbol/word placed. 12-inch Stop Bars and 24-inch Crosswalks which will be paid under separate bid items as outlined in the project Bid Schedule.

Payment for this item will be based on the unit bid price for actual quantities measured in the field.

Bid Item A17-A18, B15-B16 – Glue Down Markers (Yellow and White):

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to install two-way reflective and non-reflective yellow or white pavement markers. Work shall include, but not be limited to mobilization, traffic control, removal of existing markers, surface preparation, adhesive material, application, layout, and incidentals necessary for a complete installation.

The quantities shown in the bid Schedule are based on measurements from aerials and/or in the field by Lumos & Associates.

Payment for this item will be based on the unit bid price for actual quantities measured in the field.

Bid Item A20-A21 – Remove and Replace Flexible Delineator Posts:

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to remove existing and install new delineator posts. Work shall include, but not be limited to mobilization, traffic control, removal of existing post, surface preparation, adhesive material, application, layout, and incidentals necessary for a complete installation.

The quantities shown in the bid Schedule are based on measurements from aerials and/or in the field by Lumos & Associates.

Payment for this item will be based on the unit bid price for actual quantities measured in the field.

1.03 WORK SEQUENCE

The **OWNER**, **ENGINEER**, and **CONTRACTOR** will establish a complete Work schedule.

1.04 CONTRACT METHOD

The Work hereunder will be constructed under unit and lump sum Bid prices.

1.05 CONTRACTOR USE OF PROJECT SITE

The **CONTRACTOR's** use of the Project Site(s) shall be limited to its construction operations. The CONTRACTOR shall make arrangements for the storage of materials, fabrication facilities, and field offices.

1.06 PROJECT MEETINGS

Preconstruction Conference:

Prior to the commencement of Work at the Site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the **CONTRACTOR's** Project Manager, its superintendent, and its Subcontractors as the **CONTRACTOR** deems appropriate. Other attendees will be:

1. Representatives of **OWNER**.

2. ENGINEER and Resident Project Representative.

3. Others as requested by **CONTRACTOR**, **OWNER**, or **ENGINEER**.

The **CONTRACTOR** shall bring to the conference the submittals specified in Section 01300, "Contractor Submittals".

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the **CONTRACTOR** prior to the meeting date. However, the **CONTRACTOR** should be prepared to discuss all the items listed below.

1. Status of **CONTRACTOR's** insurance and bonds.

2. **CONTRACTOR's** tentative schedules.

3. Transmittal, review, and distribution of **CONTRACTOR's** submittals.

4. Processing applications for payment.

5. Maintaining record documents.

6. Critical Work sequencing.

7. Field decisions, Work Change Directives and Change Orders.

8. Use of Project Site, office and storage areas, security, and housekeeping.

9. Major equipment deliveries and priorities.

10. **CONTRACTOR's** assignments for safety and first aid.

11. Traffic Control Plan

12. Storm Water Pollution Prevention Plan

The **ENGINEER** will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

The **CONTRACTOR** and its Subcontractors should plan on the conference taking no less than one half of a working day.

1.07 PROGRESS MEETINGS

The **CONTRACTOR** shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by **ENGINEER** or as required by progress of the Work. The **CONTRACTOR** and all Subcontractors active on the Site must attend each meeting. **CONTRACTOR** may, at its discretion, request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The **OWNER** and **ENGINEER** may periodically attend the progress meetings.

The **CONTRACTOR** shall preside at the meetings and will arrange for keeping and distributing the minutes. The **CONTRACTOR** shall provide a copy of each of the meetings minutes to the **ENGINEER**. The purpose of the meetings will be to review the progress of

the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the **CONTRACTOR** is required to present any issues which may impact their Work, with a view to resolve these issues expeditiously.

END OF SECTION

Section 01140
Environmental
Protection

1.1 GENERAL

A. Scope. During the progress of the work, keep the work areas occupied by the **CONTRACTOR** in a neat and clean condition and protect the environment both onsite and offsite, throughout and upon completion of the Project.

B. Submittals. Develop an Environmental Protection Plan. Distribute the plan to all employees and to all Subcontractors and their employees. The Environmental Protection Plan shall include, but not be limited to, the following items:

1. Copies of required permits and their status.

2. Proposed sanitary landfill site.

3. Other proposed disposal sites.

4. Copies of any agreements with public or private landowners regarding equipment, materials storage, borrow sites, fill sites, or disposal sites. Any such agreement made by the **CONTRACTOR** shall be invalid if its execution causes violation of local or regional grading, land use regulations or this Specification.

2.1 MITIGATION AND CONSTRUCTION IMPACTS

A. Requirements: All operations shall comply with all Laws and Regulations.

B. Definitions of Contaminants:

1. Sediment: Soil and other debris that have been eroded and transported by runoff water.

2. Solid Waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction activities, including a variety of combustible and non-combustible wastes, such as ashes, waste materials that result from construction or maintenance and repair work, sagebrush, vegetation, leaves and tree trimmings.

3. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, disinfectants, organic chemicals and inorganic wastes. Some of the above may be classified as "hazardous."

4. Sanitary Wastes:

a. Sewage: That which is considered as domestic sanitary sewage.

b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.

5. Hazardous Materials: As defined by applicable Laws and Regulations.

C. Protection of Natural Resources:

1. General: It is intended that the natural resources within the Project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the Work. Confine construction activities to areas defined by the public roads, easements, and work area limits shown on the Drawings. Return construction areas to their pre-construction elevations except where surface elevations are otherwise noted to be changed on the Drawings. Maintain natural drainage patterns. Conduct construction activities to avoid ponding stagnant water conducive to mosquito breeding.

2. Land Resources: Do not remove, cut, deface, injure or destroy trees, shrubs, or grasses outside the work area limits. Do not remove, deface, injure or destroy trees within the Work area without permission from the **ENGINEER**.

a. Protection: Protect trees, sagebrush, grasses and shrubs that are located near the limits of the **CONTRACTOR's** work areas which may possibly be defaced, bruised or injured or otherwise damaged by the **CONTRACTOR's** operations.

b. Repair or Restoration: Repair or replace any trees, shrubs or other landscape features scarred or damaged by equipment or construction operations outside of the designated construction boundary limits.

c. Temporary Construction: Obliterate all signs of temporary construction facilities such as work areas, structures, stockpiles of excess or waste materials (not shown on the Drawings), or any other vestiges of construction as directed by the **ENGINEER**. Level all temporary parking areas and any other areas that have become compacted or shaped. Promptly remove any contaminants or construction material dropped from construction vehicles. Do not drop mud and debris from construction equipment on public streets. Sweep clean turning areas and pavement entrances daily.

3. Water Resources:

a. Investigate and comply with all applicable Laws and Regulations concerning the discharge (directly or indirectly) of pollutants to the underground and natural waters. Exercise every reasonable precaution to protect streams, lakes, and reservoirs from pollution with fuels, oils, bitumens, and other harmful materials and conduct and schedule operations so as to avoid or minimize muddying and silting of said streams, lakes, and reservoirs.

Water pollution control work is intended to provide prevention control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities required. The **CONTRACTOR's** water pollution control measures shall be subject to approval by the **ENGINEER**.

The **CONTRACTOR** shall provide temporary water pollution control measures, including but not limited to, dikes, basins, and ditches, and shall apply straw and seed, which become necessary as a result of their operations. The **CONTRACTOR** shall coordinate water pollution control work with all other Work done on the Contract.

b. Submit a plan to control water pollution effectively during construction of the Work. Such program shall show the schedule for the erosion control work for all water pollution control measures which the **CONTRACTOR** proposes to take in connection with construction of the Project to minimize the effects of their operations upon adjacent streams and other bodies of water.

If an NPDES storm water pollution prevention permit is

required, the **CONTRACTOR** will be required to prepare a project specific Storm Water Pollution Prevention Plan (SWPPP) that details the specific Best Management Practices (BMP's) the **CONTRACTOR** proposes to use.

At the conclusion of the Project and when they are no longer needed, the Site must be cleaned of temporary BMP's. This must be one of the final operations by the **CONTRACTOR**.

The **OWNER** will not be liable to the **CONTRACTOR** for failure to accept all or any portion of an originally submitted or revised water pollution control plan, nor for any delays to the Work due to the **CONTRACTOR's** failure to submit an acceptable water pollution control plan.

c. The **CONTRACTOR** shall also conform to the following provisions:

1) Oily or greasy substances originating from the **CONTRACTOR's** operations shall not be allowed to enter or be placed where they will later enter any surface water.

2) Portland cement or fresh portland cement concrete shall not be allowed to enter any surface water.

3) Material derived from roadway work shall not be deposited in a surface water or course where it could be washed away by high stream flows.

4. Fish and Wildlife Resources: Perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The **CONTRACTOR** will not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the Project Site which are critical to fish and wildlife except as may be indicated or specified.

5. Cultural Resources: The Project does not pass through any known archaeological sites however unrecorded archaeological sites could be discovered during construction. Upon discovery of potential buried cultural materials, all ground disturbing work in the immediate area shall be halted and the **CONTRACTOR** shall immediately notify the **ENGINEER**. The **CONTRACTOR** shall protect the immediate area to prevent any further damage from occurring. Work shall remain halted in the immediate area pending further directions issued by the

ENGINEER.

Contract Time may be adjusted if the Work halted is on the “Critical Path” by the total number of days for which the Work was halted. Contract Price may be adjusted if the **CONTRACTOR** sustains a loss which could not have been avoided by their judicious handling of forces, equipment, and/or redirection of forces and/or equipment.

6. Noise Control: The following noise control procedures shall be employed by the **CONTRACTOR**:

   a. Maximum Noise Levels for any Residence, Business, or Other Populated Area: Noise levels for trenchers, pavers, graders and trucks shall not exceed 90 dBA at 50 feet as measured under the noisiest operating conditions. For all other equipment, noise levels shall not exceed 8 5 dBA at 50 feet.

   b. Equipment: Jack hammers shall be equipped with exhaust mufflers and steel muffling sleeves. Air compressors should be of a quiet type such as a "whisperized" compressor.

   c. Operations: Keep noisy equipment as far as possible from noise- sensitive site boundaries. Machines should not be left idling. Use electric power in lieu of internal combustion engine power wherever possible. Maintain equipment properly to reduce noise from excessive vibration, faulty mufflers, or other sources. All engines shall have mufflers.

   d. Scheduling: Schedule noisy operations so as to minimize their duration at any given location.

   e. Monitoring: To determine whether the above noise limits are being met and whether noise barriers are needed, the **CONTRACTOR** shall use a portable sound level meter meeting the requirements of American National Standards Institute Specification Sl.4 for Type 2 sound level meters and be responsible for monitoring throughout construction. If non-complying noise levels are found, the **CONTRACTOR** shall be responsible for correction of excessive noise levels.

7. Dust Control, Air Pollution and Odor Control: Employ measures to prevent the creation of dust, air pollution and odors.

   a. Unpaved areas where vehicles are operated shall be

sufficiently watered wetted down at least twice daily, preferably in the late morning and after work is done for the day, or given an equivalent form of treatment, to eliminate dust formation.

b. All material excavated or stockpiles will be sufficiently watered to prevent excessive amounts of dust. Watering, with complete coverage, will occur at least twice daily, preferably in the late morning and after work is done for the day. Enclosing, covering or applying soil binders may also be accepted.

c. All earth-moving and excavation activities shall cease when wind speeds exceed 25 mph or as directed by the **OWNER**. The **CONTRACTOR** shall use a portable hand-held anemometer on Site and be responsible for monitoring wind speed during earth moving and excavation activities. In addition to regularly scheduled watering, the Site shall be additionally watered, with complete coverage, during periods of high winds.

d. All material transported onsite and/or offsite will be either sufficiently watered and securely covered to prevent excessive amounts of dust.

e. The area disturbed by earth-moving or excavation operations will be minimized at all times.

f. After earth-moving or excavation operations and during construction activities, the **CONTRACTOR** will control fugitive dust emissions by ensuring that all active portions of the Site are watered to prevent excessive amounts of dust.

g. During the construction phase, the **CONTRACTOR** will control ozone precursor emissions from construction equipment at all times by using the following procedure:

1) Equipment engines will be maintained in good condition and in proper tune according to manufacturer's specifications and shall comply with the applicable Laws and Regulations.

2) Machines should not be left idling.

3) Construction activities and the delivery or hauling of Project- related materials shall be organized to maximize productivity and reduce truck and vehicle trips to the fullest extent practicable.

h. Store all volatile liquids, including fuels or solvents in closed containers.

i. No open burning of vegetation, debris, lumber or other scrap will be permitted. Cleared vegetation shall be chipped or shredded on Site and surface applied in approved areas in accordance with the **ENGINEER's** directions.

8. Construction Storage Areas: Storage of construction equipment and materials shall be limited to the designated **CONTRACTOR's** storage area.

a. Store and service equipment at the designated **CONTRACTOR's** storage area where oil wastes shall be collected in containers. Oil wastes shall not be allowed to flow onto the ground or into surface waters. Containers shall be required at the construction Site for the disposal of materials such as paint, paint thinner, solvents, motor oil, fuels, resins and other environmentally deleterious substances. No dumping of surplus concrete or grout on the Site will be permitted.

9. Sanitation: During the construction period, provide adequate and conveniently located chemical sanitation facilities, properly screened, for use of construction crews, the **ENGINEER**, and visitors to the Site. Facilities shall be regularly maintained.

10. Fire Prevention: Take steps to prevent fires including, but not limited to the following:

a. Provide spark arrestors on all internal combustion engines.

b. Store and handle flammable liquids in accordance with the Flammable and Combustible Liquids Code, NFPA 30.

c. Provide fire extinguishers at hazardous locations or operations, such as welding.

11. Erosion and Sediment Transport Control:

a. Discharge construction runoff into small drainages at frequent intervals to avoid buildup of large potentially erosive flows.

b. Prevent runoff from flowing over unprotected slopes.

c. Keep disturbed areas to the minimum necessary for

construction.

d. Keep runoff away from disturbed areas during construction.

e. Direct flows over vegetated areas prior to discharge into public storm drainage systems.

f. Trap sediment before it leaves the site, using such techniques as check dams, sediment ponds, or siltation fences.

g. Remove and dispose of all project construction-generated siltation that occurs in offsite retention ponds.

h. Confine construction to the dry season, whenever possible. If construction needs to be scheduled for the wet season, ensure that erosion and sediment transport control measures are ready for implementation prior to the onset of the first major storm of the season.

i. Stabilize disturbed areas as quickly as possible.

j. In addition, prior to, during, and after earthmoving or excavation operations, the **CONTRACTOR** shall implement Best Management Practices (BMPs) to reduce potential erosion and sedimentation impacts.

These BMPs will include the following:

1) A minimum number of access points for construction vehicle entry/egress will be designated to prevent vehicle track-out of sediments, and traffic shall be prohibited over exposed soils during wet weather or when the Site is saturated or muddy.

2) All material excavated shall be sufficiently watered to prevent excessive amounts of dust. Watering, with complete coverage, shall occur at least twice daily, preferably in the late morning and after work is done for the day.

3) The area disturbed by earthmoving or excavation operations shall be minimized at all times.

4) Disturbed areas shall be stabilized as quickly as possible.

5) At a minimum, sandbag dikes, silt fences, straw bales, or equivalent control practices shall be used for all significant side-slope and downslope boundaries on the construction area.

3.1 DISPOSAL OPERATIONS

A. Solid Waste Management:

1. Supply solid waste transfer containers. Daily remove all debris such as spent air filters, oil cartridges, cans, bottles, combustibles and litter. Take care to prevent trash and papers from blowing onto adjacent property. Encourage personnel to use refuse containers. Convey contents to a sanitary landfill.

2. Washing of concrete containers where wastewater may reach adjacent property or natural watercourses will not be permitted. Remove any excess concrete to the sanitary landfill.

B. Chemical Waste and Hazardous Materials Management: Furnish containers for storage of spent chemicals used during construction operations. Dispose of chemicals and hazardous materials in accordance with applicable regulations.

C. Garbage: Store garbage in covered containers, pick up daily and dispose of in a sanitary landfill.

D. Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off site at a suitable disposal site in accordance with applicable regulations.

E. Excavated Materials:

1. Excess Excavated Material:

a. Excess excavated soils shall be disposed of in accordance with applicable Laws and Regulations.

b. Rubbish shall consist of all materials not classified as suitable materials or rubble and shall include shrubbery, trees, timber, trash and garbage.

F. Disposal of Abandoned and Demolished Material

1. The **CONTRACTOR** shall dispose of all abandoned or demolished pipe and building materials and other appurtenances

when encountered in the performance of the Work. Disposal of such materials shall be immediate and off the site of construction. Transportation and disposal of such materials shall be in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part l926 of the OSHA Safety and Health Standards for Construction.

Section 01190
Reference Standards

1.1 General

A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only and do not form a part of the Specifications.

B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for Bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

C. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific Work is to be assigned to specialists or expert entities who must be engaged for the performance of that Work. Such assignments shall be recognized as special requirements over which the **CONTRACTOR** has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also, they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the **CONTRACTOR**.

1.2 Reference Specifications, Codes, and Standards

A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.

B. References herein to "Building Code" or "Uniform Building Code" shall mean Uniform Building Code of the International Conference of Building Officials (ICBO). Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire

Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code, and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA), "Standard Plans" shall mean the Caltrans Standard plans, "Standard Specifications" shall mean Caltrans Standard Specifications, "City Standards" shall mean City of Rocklin Standard Specifications and Standard Plans. "CA MUTCD" shall mean the California Manual on Uniform Traffic Control Devices. The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the Work is advertised for Bids, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the **ENGINEER** for clarification and directions prior to ordering or providing any materials or furnishing labor. The **CONTRACTOR** shall bid for the most stringent requirements.

D. The **CONTRACTOR** shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.

E. References herein to "OSHA Regulations for Construction" shall mean **Title 29, Part 1926, Constructions Safety and Health Regulations,** Code of Federal Regulations (OSHA), including all changes and amendments thereto.

F. References herein to "OSHA Standards" shall mean **Title 29, Part 1910, Occupational Safety and Health Standards,** Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.3 Regulations Related to Hazardous Materials

A. The **CONTRACTOR** is responsible that all Work included in the Contract Documents, regardless if shown or not, shall comply with all EPA, OSHA, CALOSHA, RCRA, NFPA, and any other Federal, State, and Local Regulations governing the storage and conveyance of hazardous materials, including petroleum products.

Section 01300
Contractor Submittals

1.1 General

A. Wherever submittals are required hereunder, all such submittals by the **CONTRACTOR** shall be submitted to the **ENGINEER**.

1.2 Preconstruction Conference Submittals

A. At the preconstruction conference referred to in Section 01110, "Summary of Work", the **CONTRACTOR** shall submit the following items to the **ENGINEER** for review:

1. A preliminary schedule for the Work
2. A schedule of Shop Drawings and Material Submittals

1.3 Contractor's Schedules

A. Preliminary Schedule: At the preconstruction conference, the **CONTRACTOR** shall furnish to the **ENGINEER** a preliminary schedule for the Work showing its general plan for orderly completion of the Work and showing in detail its planned mobilization of plant and equipment, sequence of early operations, and timing of procurement of materials and equipment. The **CONTRACTOR** shall assist the **ENGINEER** in reviewing and evaluating such schedule.

B. Detailed Schedule: Within 7 calendar days after the preconstruction conference, the **CONTRACTOR** shall furnish to the **ENGINEER** a detailed schedule for orderly completion of the Work, showing its planned sequences of operations, and the dates for commencement and completion of all important features of the Work including Milestone(s) dates.

1. The schedule shall be comprehensive, covering both activities at the site of the Work and off-site activities such as design, procurement, and fabrication. The schedule shall be orderly and realistic and shall be revised as necessary to meet this requirement. The **CONTRACTOR** shall promptly advise the **ENGINEER** of any occurrence requiring substantial revision of the schedule and shall furnish a revised schedule within 3 calendar days of such occurrence.

2. The detailed schedule and each revision thereof shall be subject to

approval by the **ENGINEER** for conformity with the requirements of this Section. The **CONTRACTOR** shall assist the **ENGINEER** in reviewing and evaluating each schedule furnished. Disapproved schedules will be returned to the **CONTRACTOR**, shall be revised to correct the defects noted, and shall be resubmitted to the **ENGINEER** within 3 calendar days after receipt.

3. The schedule will be acceptable to the **ENGINEER** as providing an orderly progression of the Work to completion within the Contract Time (Milestone(s)), but such acceptance will neither impose on the **ENGINEER** responsibility for the progress or scheduling of the Work nor relieve the **CONTRACTOR** from full responsibility therefor.

4. Form of Schedules: The **CONTRACTOR** shall submit 3 copies of each schedule and revised schedule furnished. The preliminary and detailed schedules shall be of the bar chart, or precedence types, at the **CONTRACTOR**'s option. The precedence type schedule shall be in the form of a network diagram, activity listing, and input listing.

C. Whenever there are changes in the Work, the **CONTRACTOR** shall proceed to immediately revise its schedule to accommodate the changed Work upon receipt of a written field order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes. The **CONTRACTOR** shall complete the changed Work in accordance with the revised schedule. If, in the opinion of the **ENGINEER**, the **CONTRACTOR** is not performing the changed Work in accordance with the revised schedule, the **ENGINEER** may withhold certification of estimates for payment until such time that the **CONTRACTOR** does perform in accordance with the revised schedule.

D. When required to perform and complete the changed Work in accordance with the revised schedule, the **CONTRACTOR** shall provide additional labor, materials, equipment, or other factors of production in excess of those in use before the changed Work was ordered.

1.4 Shop Drawings and Material Submittals

A. Wherever called for in the Contract Documents, or where required by the **ENGINEER**, the **CONTRACTOR** shall furnish to the **ENGINEER** for review 5 copies of each Shop Drawing or Material Submittal. The required submittals shall include the Sample Public Notice Letters as referenced in Section 01570 of these specification. The **CONTRACTOR**'s attention is also directed to Article 6.17 of the General Conditions.

B. All Shop Drawings or Material Submittals shall be accompanied by a submittal transmittal form approved by the **ENGINEER**. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal.

C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole.

A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the **ENGINEER**.

D. Except as may be indicated herein, the **ENGINEER** will return prints of each submittal to the **CONTRACTOR** with its comments noted thereon, within 14 calendar days following their receipt by the **ENGINEER**.

E. If one copy of a submittal is returned to the **CONTRACTOR** marked "APPROVED", formal revision and resubmission of said submittal will not be required.

F. If one copy of a submittal is returned to the **CONTRACTOR** marked "MAKE CORRECTIONS NOTED", the **CONTRACTOR** may begin implementing the Work method or incorporating the material and equipment covered by the submittal with the noted corrections. Resubmission of the said submittal will not be required.

G. If a submittal is returned to the **CONTRACTOR** marked "DOES NOT CONFORM" or "CORRECT AND RESUBMIT", the **CONTRACTOR** shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the **ENGINEER**.

H. All **CONTRACTOR** Shop Drawings and Material Submittals shall be carefully reviewed by an authorized representative of the **CONTRACTOR**, prior to submission to the **ENGINEER**. Each submittal shall be dated, signed, and certified by the **CONTRACTOR** as being correct and in strict conformance with the Contract Documents.

Section 01400
Quality Control

1.1 Definition

A. Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term “Quality Control” includes inspection, sampling and testing, and associated requirements.

1.2 Sampling and Testing

A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the **OWNER** reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the **ENGINEER,** will ensure the **OWNER** that the quality of the workmanship is in full accord with the Contract Documents.

B. Any waiver by the **OWNER** of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specific testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance Bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements of the Contract Documents.

C. Notwithstanding the existence of such waiver, the **ENGINEER** reserves the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the Contract Documents shall be reasonable cause for the **ENGINEER** to require the removal or correction and reconstruction of any such Work in accordance with the General Conditions.

1.3 Installation

A. Inspection: The **CONTRACTOR** shall inspect materials or equipment upon the arrival on the Project Site and immediately prior to installation and reject damaged and defective items.

B. Measurements: The **CONTRACTOR** shall verify measurements and dimensions of the Work as an integral step of starting each installation.

C. Manufacturer's Instructions: Where installations include manufactured products, the **CONTRACTOR** shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents. This requirement applies whether the manufactured product is supplied by the **OWNER** or the **CONTRACTOR**.

SECTION 01570
TRAFFIC MAINTENANCE and SAFETY

1.01 MAINTENANCE OF TRAFFIC

1.01.01 Traffic Control Plans

All traffic control shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the Caltrans Standard Plans, specifically, Plans TC-1 through T13A and T13B, and as directed by the Project Manager for the City of ROCKLIN, hereinafter designated as “CITY OF ROCKLIN” and/or “Agency”, and/or “City”.

The Contractor shall submit two (2) copies of proposed traffic control plans, with the same number of copies of the proposed project schedule, to the CITY OF ROCKLIN for review and comments a minimum of seven (7) working days prior to the start of operations. The proposed traffic control plans shall be prepared and signed by a Professional Traffic Operations Engineer (PTOE) or a Traffic Control Supervisor certified by the American Traffic Safety Services Association (ATSSA), hereinafter designated “TCS”. If the Contractor makes significant changes to the traffic control plans, these changes must also be prepared and signed by the PTOE/TCS. The final traffic control plans signed by the PTOE/TCS shall be submitted to the CITY OF ROCKLIN within five (5) working days after receipt of review comments to the proposed traffic control plans.

The contractor's traffic control plans shall include, but not be limited to, the following:

- Proposed construction zone and existing speed limits
- All construction signing
- Message Board locations
- Location of flaggers
- Types and location of traffic control devices
- Microsurfacing phasing (including phasing of intersection construction and detours, if any)
- Lane crossovers between construction phases
- Method for maintaining traffic signal functions
- Special events scheduling
- Detours
- Draft notification letters (2-day notice type)
- Lighting System Plans where night operations are permitted or for work accomplished one half hour after sunset to one half hour before sunrise.

- Letter of conformance stating that all Category 1 and 2 traffic control devices used on the project meet the evaluation criteria of NCHRP Report 350. Note that a sign together with its portable support is considered as a system, which together must meet the NCHRP Report 350 Requirements.

Where night operations are permitted or for work accomplished one half (1/2) hour after sunset to one half (1/2) hour before sunrise, submit a night lighting system plan for approval. Include the light types, locations, and the manner in which the lights will be moved. Submit the proposed system plan at least seven (7) calendar days before use. Use floodlights to illuminate the work area, flagger stations, equipment crossings, and other areas. Floodlights shall not produce a disabling glare condition for approaching road users. Do not use vehicle headlights or incandescent lights.

The CITY OF ROCKLIN Project Manager will review the submittal and provide, if any, written comments and/or corrections to the Traffic Control Plans. If necessary, the Contractor and CITY OF ROCKLIN Project Manager will meet to consider the comments and/or corrections to the plan prior to the Microsurfacing operations to resolve any issue relative to the traffic control plans. Upon resolution of all issues or acceptance of the traffic control plans as submitted, the CITY OF ROCKLIN Project Manager shall accept the plans in writing. If during construction, revisions to the accepted plans are necessary for safety or accommodation to traffic, the Engineer or CITY OF ROCKLIN Project Manager may require such revisions.

Any request by the Contractor to change the traffic control plans shall be submitted in writing and accompanied with drawings, prepared and signed by the PTOE/TCS, showing the appropriate aspects of the traffic control plans at least five (5) workdays prior to implementation. Such requests must be approved in writing by the CITY OF ROCKLIN Project Manager prior to implementation.

Acceptance by the CITY OF ROCKLIN Project Manager of the submitted traffic control plans shall in no way relieve the Contractor of their responsibility for safety requirements. Acceptance of the traffic control plans by the CITY OF ROCKLIN Project Manager indicates that the plans generally appear to conform to the contract requirements. Such acceptance shall in no way be construed as confirmation of the technical accuracy or adequacy of the contents of the plans and shall not relieve the Contractor of the obligation to institute traffic control measures in full compliance with contract requirements, and which function safely and correctly, and are in conformance with applicable statutes, ordinances, and regulations.

Immediately after set up of new or modified traffic control plans, the Contractor shall have its Construction TCS inspect the controls installed in the field to determine if all required controls have been installed and are operating as intended. The Construction TCS shall submit to the CITY OF ROCKLIN Project

Manager a written inspection report on the traffic controls conformance with the approved traffic control plans and contract requirements. If the Construction TCS determines that the traffic controls are not in conformance with the approved traffic control plans, contract requirements, or determines that the traffic controls are not functioning as intended, the report shall address such deficiencies and make recommendations for changes. The CITY OF ROCKLIN Project Manager may require the Contractor's PTOE/TCS to revise the traffic control plans accordingly. If during the course of construction, the CITY OF ROCKLIN Project Manager determines that traffic controls have been modified or are not functioning as intended, he may request the Contractor's PTOE/TCS to evaluate the traffic controls installed by the Contractor.

1.01.02 Traffic Control Notification

Draft notifications to residences and businesses will be submitted to the CITY OF ROCKLIN Project Manager for review and approval before the Contractor distributes notices. The Contractor shall submit a final copy to the CITY OF ROCKLIN Project Manager of all written notifications that the Contractor is required to distribute.

The Contractor shall prepare and deliver approved project information notices to all residences and businesses adjacent to the project to ensure that residences/businesses receive the notices no less than two (2) calendar days prior to beginning any Microsurfacing operations. The notice (see Exhibit "A" at the end of the Special Provisions section for sample notice format) will include:

- General scope of project (description of project and limits, hours and days of operation, phasing information, lane closure, parking restrictions, etc.)
- Contractor contact and telephone number
- Other appropriate information requested by the CITY OF ROCKLIN Project Manager

In the event the Contractor fails to comply with notification requirements, the CITY OF ROCKLIN Project Manager may secure the services of a public notification agent to provide notification services and deduct from payments to the Contractor all expenses related to this effort.

Changeable Message Signs (CMS) may be required depending on the Contractor's schedule of upcoming streets.

1.01.03 Traffic Control — General Requirements

The Contractor shall designate a Construction TCS who shall be responsible for initiating, installing, and maintaining all traffic control devices as shown on the traffic control plans, as specified in the CA MUTCD and these specifications. The

Construction TCS shall be under the direct supervision of the Superintendent. The designated traffic control supervisor shall be available to be contacted by the CITY OF ROCKLIN Project Manager for the life of this contract. The designated traffic control supervisor shall be available to be on the work site within forty-five (45) minutes after notification by the CITY OF ROCKLIN Project Manager. Submit the name, ATSSA certification number, and qualifications for CITY OF ROCKLIN approval at the pre-construction conference. The Construction TCS shall:

- Have at least one year of field experience directly related to work site traffic control set up in a supervisory or responsible capacity and be certified by ATSSA as a worksite Traffic Control Supervisor.
- Understand the contract requirements.
- Understand the MUTCD requirements.
- Correct all traffic control deficiencies.
- Coordinate maintenance of traffic operations with the PTOE/TCS who prepared the traffic control plans, if a different person.
- Report all corrective actions to maintain and protect traffic through the project.
- Review work areas, equipment operation and storage, and material and handling and storage relative to traffic safety.
- Furnish weekly written certification to the CITY OF ROCKLIN Project Manager that inspections and reviews were conducted and that traffic control devices met or exceeded the contract requirements. Weekly certification shall include daily records of traffic control activities and reviews.

The Contractor shall not proceed with any construction until traffic control plans and the Construction TCS have been approved and the proper traffic control has been provided to the satisfaction of the Design Engineer and the CITY OF ROCKLIN Project Manager. Any days lost due to improper traffic control or lack of a Construction TCS, will be charged against the Contractor's allowable working days.

The Contractor shall maintain public traffic throughout the project in accordance with the approved traffic control plans and perform work in a manner that assures the safety and convenience of the public and protects the residents and property adjacent to the project. Should the Contractor choose to accomplish work methods or phasing which require modification to any part of the traffic control zone in the approved traffic control plans, the Contractor shall submit for approval a modified traffic control plans at least five (5) work days prior to implementation of such work or phasing. During the course of construction, the Contractor shall be prepared to provide access through the construction zone for police, fire or emergency vehicles which otherwise do not have through access due to traffic tie-ups and the inability to pass without entering the construction zone.

A minimum of **four (4) flaggers** will be required for each Microsurfacing operation. A typical minimal application for Microsurfacing operations requires one (1) flagger on each end of the project and one (1) flagger on each end of the actual operations. A minimum of two flaggers for each signalized intersection must be provided.

A minimum of **two (2) flaggers** will be required for each striping (including removal), utility raising, patching, and crack seal operations.

Flaggers will also be required to control major business accesses. Additional flaggers may be required upon request by the Engineer and will be incidental. On occasions when flag control is necessary for safety or efficient traffic flow within signalized intersections, the Contractor must first turn the signal to flashing. The flaggers must not control the intersection with the signal in full operation. If flaggers enter the intersection to control traffic, they shall be equipped with proper attire and control devices. The number of flaggers and equipment/attire shall comply with applicable MUTCD, State, and local requirements. During non-construction hours, the intersections shall be controlled through a normal signal pattern or by some other approved method.

The Contractor shall provide and maintain temporary and permanent pavement markings in accordance with the MUTCD Part VI. Temporary pavement markings, most often reflective tabs, will be placed every one hundred (100) feet on the fog line, every fifty (50) feet on the center line, and every other stripe (approx. every 60 feet) on the lane lines. The tabs placed on the lane lines will be placed on the down-stream edge of the lane line.

Storage of construction materials, supplies, and equipment within the public streets and alleys during night and weekend periods is prohibited, except where approved by CITY OF ROCKLIN Project Manager. At no time shall materials, supplies, or equipment be stored or stockpiled within *xx* feet (see table below) of a travel lane unless separated by guardrail or concrete barrier rail.

Speed (mph)	Widths (ft)
55	23
45-50	16
30-40	13
20-25	10

Traffic control devices shall be removed as soon as they no longer apply to the current construction activities.

Should the Contractor neglect to prosecute the traffic control requirements properly or fail to perform any provision of the traffic control requirements, the CITY OF ROCKLIN Project Manager, after twenty-four (24) hours written notice to the Contractor may without prejudice to any other remedy it may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor.

Traffic Control — Phasing and Access Requirements

Unless otherwise directed or approved by the CITY OF ROCKLIN Project Manager, the Whitney Ranch Parkway Roadway Maintenance Project shall be performed in a manner that will minimize inconvenience to businesses and the public.

Regardless of traffic control operations, public traffic shall not be stopped for more than 10 minutes and shall not be delayed for more than 30 minutes total through the project regardless of the number of work zones. Should these delay restrictions be exceeded, work shall be immediately suspended. The Contractor shall be required to submit written revised construction plans that address the delay problem. Upon approval from the CITY OF ROCKLIN Project Manager, Microsurfacing operations may resume. Working days will continue to be assessed during the suspension period.

The Contractor shall provide and maintain a minimum of one access to each business and/or private property adjacent to construction at all times. In all cases, driveway access is to be restored quickly, as soon as the conditions allow, rather than combined with daily site cleanup at the end of the work shift.

To avoid inadvertent access by motorists across fresh slurry seal, the Contractor shall place sufficient controls and flaggers to close access at the approach end of the lane being slurried, and at each major driveway point crossing the new pavement. The controls at the driveways should be located between the open travel lanes and the slurry operation, parallel to the slurry operation. The Contractor may place cones, delineators, barricades, bright tape, or other controls which will clearly inform motorists that they cannot cross the unbroken slurry.

If cones are used, a minimum of three cones per travel lane is required to close access across the fresh slurry. **Two cones with bright tape, twine, or similar material tied between the two per lane/driveway is NOT acceptable**. As soon as the driveway can be re-opened, the Contractor shall remove the driveway closure controls. If bright tape, twine, or similar material is tied between cones, bright tape must be attached midway between the cones such that excess bright tape hangs down.

The Contractor's traffic control plans must indicate the intersection control strategy to be used throughout the project. In unique circumstances where alternative intersection control measures may improve public convenience, the CITY OF ROCKLIN may consider alternative intersection control plans submitted by the Contractor.

Unless prior approval is granted by the CITY OF ROCKLIN, the Contractor shall limit hours of operations to between 7:00 a.m. to 7:00 p.m., Monday through Friday (Normal Working Hours). This restriction applies to the operation and startup of equipment.

If work outside Normal Working Hours is requested by the Contractor, the Contractor shall submit the request in writing and obtain written approval from the CITY OF ROCKLIN for Adjusted Working Hours. Work within the Adjusted Working Hours may commence within forty-eight (48) hours after approval by the CITY OF ROCKLIN and distribution by the Contractor of written notifications to adjacent businesses of the approved Adjusted Working Hours. The CITY OF ROCKLIN reserves the right to reject or rescind authorization of Adjusted Working Hours at any time if, in the CITY OF ROCKLIN Project Manager's opinion, the Contractor's operations adversely impact the public; and the Contractor shall not be entitled to any additional payment from CITY OF ROCKLIN or extension of time for rejection or rescindment of Adjusted Working Hours work. The authorization of Adjusted Working Hours work does not in any way relax or remove any other specification requirements for the work performed at night.

1.01.05 Work Adjacent to Schools, Parks & Playgrounds

The contractor is cautioned that construction traffic may pass by schools, parks or playgrounds while working on the project. Children may be using playground equipment during working and non-working hours. Due caution will be taken by the contractor to ensure proper safety conditions during and after work hours.

1.01.06 Work Adjacent to Hospitals

When construction will necessitate traffic control affecting access to any hospital, forty-eight (48) hour notification and coordination will be affected in person mutually by the contractor and the Engineer. Particular attention shall be given to the construction of adequate facilities on any street to permit the passing of emergency vehicles.

EXHIBIT "A" SAMPLE PUBLIC NOTICE LETTER (2 Working Days Prior to New Street Segment Construction)

Dear Property Owner and/or Tenant:

{NAME OF CONTRACTOR} has commenced the Whitney Ranch Parkway Roadway Maintenance Project. To minimize inconvenience to adjacent properties during * (work operations, patching, crack seal, microsurface operations etc.), the City of Rocklin has required {NAME OF CONTRACTOR} to not adversely impact intersections and major driveways. Some residential driveway and side street closures will be required.

During microsurfacing operations short traffic delays may occur. Access will be maintained to your property for the duration of this project; however, temporary driveway closures up to four hours or more may occur during certain activity (for example, during Microsurfacing cure time). For safety reasons, parking on the street will not be possible within the construction traffic control zones during construction".

{NAME OF CONTRACTOR} will coordinate with Waste Management prior to performance of this work. Waste collection services will not be negatively impacted. Please place your waste container in the street on your regularly scheduled collection day.

If you have any questions or require additional information, you may contact the following:

- JUDY TORTELLI, P.E., SENIOR PROJECT MANAGER – LUMOS & ASSOCIATES (775-843-1212)
- {NAME}, PROJECT SUPERINTENDENT — {NAME OF CONTRACTOR, (PHONE NUMBER)}
- KRISTEN VAN GRONINGEN, P.E., ASSOCIATE CIVIL ENGINEER — CITY OF ROCKLIN (916-625-5147)

Thanking you in advance for your cooperation and patience during the Whitney Ranch Parkway Roadway Maintenance Project.

Sincerely,

Kristen Van Groningen, P.E.
Associate Civil Engineer
City of Rocklin

{Name of Construction Manager}
{Title}
{Name of Contractor}

EXHIBIT "B" SAMPLE PUBLIC NOTICE DOOR HANGER (18-24 Hours Prior to Each Temporary Driveway/Side Street Closure Event)

THIS IS THE FRONT OF THE DOOR HANGER

Dear Property Owner and/or Tenant:

On {DATE}, {CONTRACTOR} will be Microsurfacing on * (**Add road or roads**) adjacent to your property. During this operation, temporary driveway closures and/or side street closures up to four (4) hours or more may occur. {CONTRACTOR} has been instructed to restore driveway access as quickly as possible after the slurry seal has cured. Please accept our apologies for this temporary inconvenience.

{NAME OF CONTRACTOR} will coordinate with Waste Management prior to performance of this work. Waste collection services will not be negatively impacted. Please place your waste container in the street on your regularly scheduled collection day.

In the event of any special accommodations required (Doctor Appointments, Moving, Deliveries, etc.) please contact JUDY TORTELLI, SENIOR PROJECT MANAGER – LUMOS & ASSOCIATES (775-843-1212) and every effort will be made to facilitate these requests.

If you have any questions or require additional information, you may contact the following:

- JUDY TORTELLI, P.E., SENIOR PROJECT MANAGER – LUMOS & ASSOCIATES (775-843-1212)
- {NAME}, PROJECT SUPERINTENDENT — {NAME OF CONTRACTOR, (PHONE NUMBER)}
- KRISTEN VAN GRONINGEN, P.E., ASSOCIATE CIVIL ENGINEER — CITY OF ROCKLIN (916-625-5147)

Thanking you in advance for your cooperation and patience during the Whitney Ranch Parkway Roadway Maintenance Project.

Sincerely,

Kristen Van Groningen, P.E.
Associate Civil Engineer
City of Rocklin

{Name of Construction Manager}
{Title}
{Name of Contractor

Section 01770
Project Closeout

1.1 Final Cleanup

A. The **CONTRACTOR** shall promptly remove from the vicinity of the completed Work all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the **OWNER** will be withheld until the **CONTRACTOR** has satisfactorily complied with the foregoing requirements for final cleanup of the Project Site.

1.2 Closeout Timetable

A. The **CONTRACTOR** shall establish dates for testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the **OWNER**, the **ENGINEER**, and their authorized representatives sufficient time to schedule attendance at such activities.

1.3 Final Submittals

A. The **CONTRACTOR** shall comply with the completion requirements contained in Section 17.0 of the General Conditions.

1.4 Maintenance and Guarantee

A. The **CONTRACTOR** shall comply with the maintenance and guarantee requirements contained in Section 7.17 of the General Conditions.

B. The **CONTRACTOR** shall make all repairs and replacements promptly. In the event the **CONTRACTOR** fails to make such repairs, the **OWNER** reserves the right to do the Work and the **CONTRACTOR** and their surety shall be liable to the **OWNER** for the cost thereof.

SECTION 03201

PAVEMENT MAINTENANCE AND REPAIR

1.01 ASPHALT PAVEMENT CRACK AND JOINT SEALING

1.01A DESCRIPTION

The work covered by these specifications include the preparation of cracks and the application of sealer and quality control required for the proper application of hot poured elastic type crack sealer. All cracks will be hot-air blasted prior to application of the sealer. Quantities used will be presented at the end of each day and signed by a representative of the contractor and a representative of the CITY OF ROCKLIN.

1.01B MATERIALS

The crack sealant material to be used shall conform to ASTM D5078 - Crafco INC, Polyflex CA Type 2 Sealant, or equivalent. Material handling and placement shall conform to the manufacturer's recommendations and specifications. In the case of conflicting requirements, the more stringent requirement shall supersede.

1.01C EQUIPMENT

Furnish equipment with the following capabilities:

1. Hot-compressed air lance

   Heat lance shall be capable of providing clean, oil-free compressed air at a volume of 2,000 to 3,000 cubic feet/second while maintaining a heat capacity of 2500ºF.

2. Application wand

   A crack sealant applicator wand attached to a heated hose that is attached to a heated sealant chamber. The temperature controls shall maintain temperature of the sealant within manufacturer's tolerances.

3. Heating kettle

   Sealant shall be melted in a jacketed double boiler melter with effective agitation that meets the requirements of Appendix X1.1 of

ASTM D6690. Direct fired or air heated machines will be prohibited. Heat transfer oil should not exceed 525°F (274°C). The melter must be capable of safely heating product to 400°F (204°C). Product shall be heated in accordance with the manufacturer's recommendations.

4. Squeegee

A "U" shaped squeegee shall be used to apply sealant. At the contractors option the squeegee may be incorporated with the application wand or as a separate operation.

1.01D CRACK CLEANING AND SEALING

Clean the existing surface of all loose material, dirt, or other deleterious substances by brooming, or other approved methods. All cracks and joints shall be cleaned of all loose and deleterious materials with the use of a hot air lance. When using the hot-compressed air lance, keep it moving so as not to burn the surrounding pavement and the joint. Cracks must be dry before sealing.

Pavement surface temperature shall be 40°F (4°C) and rising to ensure adequate adhesion. When applying sealant during night operations assure the pavement surface to be dry and free of dew. Place and finish sealant within 5 minutes after heating with the hot-compressed air lance.

Immediately screed the joint sealant to the elevation of the existing surface. Use a "U" shaped squeegee to ensure that a 4-inch wide band is centered on the finished sealed crack creating a flush finish. Sufficient time shall be allowed for the cooling of the sealant before any vehicular traffic is allowed to resume. Loose materials shall be removed from the roadway prior to opening to traffic.

1.01E RESEALING DEFECTIVE JOINTS OR CRACKS

Reseal areas exhibiting adhesion failure, damage, missed areas, foreign objects in the sealant, or other problems that can accelerate failure. If settlement occurs beyond 0.250 inches (¼"), or as directed by the CITY OF ROCKLIN or CITY OF ROCKLIN representative, the contractor shall apply an additional layer(s) of sealant to bring the material flush to the surface.

2.01 MICROSURFACE

2.01A DESCRIPTION

Microsurfacing shall consist of mixing a polymer modified, cationic microsurfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these Special Provisions, and as directed by the Engineer.

2.01B MATERIALS

The material for microsurfacing shall conform to the following requirements:

Microsurfacing Emulsion (MSE) Type II or Type III
Microsurfacing Emulsion (MSE) shall be homogenous and shall conform to the provisions of these Special Provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process.

The MSE shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Microsurfacing Emulsion (MSE)

Specification Designation	Test Method	Requirement
Viscosity SSF @ 25 °C	AASHTO T59	15-90 Seconds
Sieve, max	AASHTO T59	0.30 Percent
Settlement, 5 days, max	**ASTM D6930 or AASHTO T59**	5 Percent
Storage Stability, 1 day, max	AASHTO T59	1 Percent
Residue by Evaporation, min	California Test 331	65 Percent

Specification Designation for Residue

Specification Designation	Test Method	Requirement
Penetration @ 25 °C, 100g, 5s, 0.1 mm	AASHTO T49	40-90
Softening Point, min	AASHTO T53	61 °C
G*, @ 20 °C, 10 rad/sec[a]	AASHTO T315	Report Only
Phase angle @ 50 °C, 10 rad/sec, PA (max) - PA base[b]	AASHTO T315	Report Only
Stiffness, @ -12 °C, MPa and M-value	AASHTO T313	Report Only
Torsional Recovery, %	California Test 332	>21%
Polymer Content, % (by Weight)	California Test 402	> 3.5%
25mm plates for the 50°C test. 8mm plates for the 20°C testing and		

Water and Additives
Water shall be of such quality that the asphalt will not separate from the MSE before the microsurfacing is placed on the pavement. If necessary for workability, a set-control agent that will not adversely affect the microsurfacing product may be used.

Mineral Filler
Mineral filler shall be Portland cement or hydrated lime that is free of lumps. Portland cement shall be either Type I, Type II, Type III or combination thereof. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs. The mineral filler will be considered part of the aggregate gradation requirement.

Aggregate
The aggregate used for microsurfacing shall be Type III for rut fill and Type II for street coverage. The material shall be free from vegetation matter and other deleterious substances. Aggregate shall be free of lumps and oversize particles. The aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color. The use of gray or light-colored aggregate will not be allowed. The Contractor shall specify in the bid proposal the name and location of the black rock aggregate quarry. The Contractor shall submit samples of the black rock aggregate to the Engineer for review and acceptance.

Aggregate, prior to the addition of the MSE, shall conform to the provisions of these Special Provisions. If aggregates are blended, each component aggregate shall conform to the Sand Equivalent and Durability Index requirements of these Special Provisions when tested in conformance with the respective California Tests.

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

TYPE II

Sieve Sizes	Percentage Passing
3/8" (9.5-mm)	100
#4 (4.75-mm)	94 – 100
#8 (2.36-mm)	65 – 90
#16 (1.18-mm)	40 – 70
#30 (600-μm)	25 – 50
#200 (75-μm)	5 – 15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

TYPE II

Test	California Test	Requirement
Sand Equivalent (min)	217	70
Durability Index (min)	229	75
Percentage of Crushed Particles (min) [1]	205	100%
Los Angeles Rattler Loss at 500 Rev. (max) [2]	211	35%

[1] CT205, Section D, is amended to read: "Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle."

[2] Los Angeles Rattler shall be performed on the parent aggregate before crushing

If the results of the aggregate grading do not meet the specified gradation, the microsurfacing represented by the test shall be removed within five (5) working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the microsurfacing represented by the tests containing a percentage passing range value +/- 1 in any of the Sieve sizes, but not greater than +/-4, may remain in place. The Contractor shall pay to the

City the following amount for the screenings represented by the test and left in place:

Sieve Sizes	Percentage Passing	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances	Allowable Tolerances
3/8" (9.5-mm)	100	PP -1	PP - 2	PP +/- 3	PP +/- 4
#4 (4.75-mm)	94 – 100	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#8 (2.36-mm)	65 – 90	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#16 (1.18-mm)	40 – 70	PP +/- 1	PP +/- 2	PP +/- 3	PP +/- 4
#30 (600-μm)	25 – 50	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
#200 (75-μm)	5 – 15	PP +/- 1	PP +/- 1	PP +/- 1	PP +/- 1
PAYMENT TO CITY		$5.00per ton	$ 7.50 per ton	$ 10.00 per ton	$15 per ton

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed within five (5) working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the Microsurfacing represented by the tests containing a sand equivalent Value below 70, but not less than 65, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Sand Equivalent	Payment to City
70 or over	NONE
68-69	$5.00 per ton
66-67	$ 7.5 per ton
65	$ 10.00 per ton

If the results of the Durability Index test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed within five (5) working days of the Engineer's written notice. However, if requested in writing by the Contractor and approved by the Engineer, the Microsurfacing represented by the tests containing a durability index value below 75, but not less than 70, may remain in place. The Contractor shall pay to the City the following amount for the screenings represented by the test and left in place:

Durability Index	Payment to City
75 over	NONE
73-74	$5.00 per ton
71-72	$ 7.50 per ton
70	$ 10.00 per ton

When the results of two or all three of the aggregate grading, the Sand Equivalent, and Durability Index tests do not conform to the specified requirements, both or all three payments to the City shall apply. The City shall deduct these amounts from the Contractor progress payment.
Any progress payment made after the completion date shall not be construed as a waiver of material deductions.

No single aggregate grading, durability index or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

2.01C MIX DESIGN

At least seven (7) working days before the microsurfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Job Mix Range	
Emulsion %	12% to 17%
Residual Asphalt	7.5% to 10.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As needed

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed microsurfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 minute (Set) (min) @ 60 minute (Traffic) (min)	TB* 139	12 kg-cm 20 kg-cm
Excess Asphalt	TB* 109	540 g/m2
Wet Stripping (min)	TB* 114	90%

TB* = Technical Bulletin

Test	ISSA Test Method	Requirements
Wet Track Abrasion 6-day Soak Loss (max) 1-hour soak	TB* 100	810 g/m2 538 g/m2
Displacement Lateral (max) Specific Gravity after 1000 Cycles of 56.8 kg (max)	TB* 147A	5% 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 25°C	TB* 113	Controllable to 120 seconds

TB* = Technical Bulletin

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these Special Provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100 °F. This 100 °F mixing report will not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the microsurfacing materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a

laboratory report is submitted for the substituted design in conformance with the provisions of these Special Provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the microsurfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in "Maintaining Traffic" of these Special Provisions, the microsurfacing mixture shall be sufficiently cured to support unrestricted traffic.

2.01D PROPORTIONING

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109 and in conformance with the provisions of these Special Provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the MSE level is lowered to a point

where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10 °F.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

Mixer/ Spreader Truck Calibration
Each mixer/spreader truck used on the project shall be calibrated in accordance with California Test 109. The trucks shall be calibrated for rock, emulsion, cement, additives, and any mineral filler used. Calibrations shall take place a maximum of ten days prior to application of Microsurfacing. The Contractor shall notify the Inspector a minimum of five (5) working days prior to calibration so that City representatives may make arrangements to observe.

For all material calibrated three consecutive runs per gate setting shall be completed and these three test runs must not deviate from their combined mathematical average by more than 2.0%.

Calibrations will take place at most once a week or as required by the Engineer and no machine will be allowed to work on the project until the calibration has been completed and/or accepted 3 working days before the start of work. Weigh back tickets shall be submitted at the end of each work day that microsurfacing is placed.

2.01E MIXING AND SPREADING EQUIPMENT
The microsurfacing shall be mixed in continuous pugmill mixers of adequate size and power for the type of slurry seal to be placed. All indicators shall be in conformance with the provisions of these Special Provisions and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the MSE, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these Special Provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

In addition to the requirements of the fourth paragraph of Section 5-1.10, "Equipment and Plants," of the Standard Specifications, the identifying number of mixer-spreader trucks shall be at least 3 inches in height, located on the front and rear of the vehicle.

The microsurfacing mixture shall be spread by means of a spreader box conforming to the following requirements:

Continuous Self-Loading Mixer Spreaders
Continuous self-loading mixer spreaders must be automatically sequenced and self-propelled. The mixing machine must deliver each material to a double shafted mixer and discharge the mixed material on a continuous flow basis. The mixing machine must have sufficient storage capacity to maintain a continuous supply of material to the proportioning controls. The mixing machine operator must have full control of forward and reverse speeds during placement.
Continuous Mixer Spreaders must comply with the following:

1. Rotating and reciprocating equipment must be covered with metal guards.

2. The belt feeder must have a depth monitor device. The depth monitor device must automatically shut down power to the belt feeder whenever the aggregate depth is less than 70 percent of the target depth.

3. A separate monitor device must detect the revolutions of the belt feeder. This device must automatically shut down power to the belt feeder if it detects no revolutions. If the belt feeder is an integral part of the equipment's drive chain, the monitor device is not required.

4. The aggregate belt feeder must be connected directly to the drive on the emulsion pump. The aggregate feeder drive shaft must have a revolution

counter reading the nearest 0.10 revolution for micro-surfacing, and nearest 1 revolution for slurry seal.

5. Emulsion storage must be equipped with a device that automatically shuts down power to the emulsion pump and aggregate belt feeder when the level of stored emulsion is lowered. To allow for normal fluctuations, there may be a delay of 3 seconds between detection of low emulsion storage levels or low aggregate depths and automatic power shut down.

6. Emulsion storage must be located immediately before the emulsion pump.

7. The emulsion storage tank must have a temperature indicator at the pump suction level. The indicator must be accurate to ±5 degrees F.

8. No-flow and revolution warning devices must be in working condition and comply with California Test 109. Low-flow indicators must be visible while walking alongside the equipment.

Spreader Box

The mixture shall be agitated and spread uniformly in the surfacing box by means of motor driven twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry, the box shall be adjustable. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of microsurfacing and MSE at the start of each work shift.

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform microsurfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the microsurfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

Flexible fabric drags attached to the rear of the spreader box shall not be used.

Wheel Path Depression (Rut) Box
The wheel path depression (rut) box shall be designed to have adjustable strike-off devices to regulate the depth and shall have a width of between 5 ft and 6 ft. Hydraulic augers, or similar devices, shall be installed and shall be capable of moving the mixed material from the rear to the front of the filling chamber. These devices shall also be capable of guiding the larger aggregate into the center, deeper section of the wheel path depression, and forcing the finer material toward the outer edges of the spreader box.

The microsurfacing mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other methods upon approval of the Engineer.

2.01F PREPARATION FOR MICROSURFACING
Before placing the microsurfacing, all traffic markings shall be removed, the pavement surface shall be cleaned by sweeping, flushing or by other means necessary to remove loose particles of paving, dirt, and other extraneous material. When required, the roadway surface may be fogged with water ahead of the spreader box. The application of the fog spray may be adjusted to suit temperatures, surface texture, humidity and dryness of pavement.

2.01G PLACING
The microsurfacing mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, re-handling or otherwise shifting of the mixture.

The microsurfacing mixture shall not be placed when the ambient temperature is below 55°F or during unsuitable weather. Microsurfacing shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.

When wheel path depressions have a cross section that is deformed 1/2 inch or more, the individual wheel paths shall first be filled utilizing a wheel path depression (rut) box. The depth of the wheel path depression shall be determined after the adjacent ridges have been removed, when applicable. The maximum single application for wheel path depressions shall be 1 inch. Wheel path depressions of depths greater than 1 inch shall require multiple applications in each depression. A pneumatic tired roller shall be used after all rut filling operations. The roller shall make two passes at slow speed no more than 7 mph. Wheel path depressions having a cross section greater than 1/2 inch and less than 1 inch shall be paid for under the contract bid item “Microsurfacing (Rut Filling)”.

Wheel path depression repair shall be constructed with a slight crown to allow for

initial compaction by traffic on the microsurfacing.

Freshly filled wheel path depressions shall be compacted by traffic for a minimum of 12 hours before additional lifts of microsurfacing material are placed for rut filling purposes or as surface courses.

Type II Microsurfacing shall be spread at a rate of 15 to 18 pounds of dry aggregate per square yard.

Type III Microsurfacing shall be spread at a rate of approximately 22 pounds of dry aggregate per square yard.

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product, this shall be required for approval in writing 5 working days prior to the start of work.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the microsurfacing. Other suitable methods to avoid double placement of the microsurfacing will be allowed. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities. Temporary traffic markings are required to be maintained in place until permanent traffic markings are installed.

Rolling

Self-propelled pneumatic-tired rollers shall be used for the required rolling of the Slurry Seal. Steel wheel rollers **shall not** be used. The pneumatic-tired rollers shall carry a minimum loading of 3,000 pounds (1,361 kg) on each wheel and a minimum pressure of 90 pounds per square inch in each tire. Foam filled tires will be allowed in lieu of 90 psi.

Rolling of the Slurry Seal shall consist of a minimum of nine complete passes on straight roadway sections and fifteen complete passes on cul-de-sac bulbs. Rolling shall begin as soon as the slurry seal can be rolled without damage and must be completed before the street is open to traffic. Contractor shall have sufficient number of rollers on site to fulfill this requirement.

Adequate means shall be provided to protect the microsurfacing from damage by

traffic until such time that the mixture has cured sufficiently so that the microsurfacing will not adhere to or be picked up by the tires of vehicles.

If the microsurfacing is not capable of supporting unrestricted traffic at the expiration of the road closure hours, the Contractor shall pay the liquidated damages per section 8-1.07 Liquidated Damages of these Special Provisions. Placement of the microsurfacing shall cease a minimum of one hour before the expiration of the road closure hours as specified in "Maintaining Traffic" of these Special Provisions, unless the Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the road closure hours.

Sweeping

Initial sweeping shall begin one day after the Microsurfacing placement. Care shall be taken to avoid unraveling the Microsurfacing. Excessive sweeping will not be allowed.

Seven sweepings shall be considered as included in the contract price paid for Microsurfacing. The first sweeping shall be performed the day after the application is applied. The second sweeping shall be performed three (3) days after the microsurfacing application is applied. The third sweeping shall be performed five (5) days after the microsurfacing application is applied. The forth sweeping shall be performed Seven (7) days after the microsurfacing is applied. The fifth sweeping shall be performed ten(10) days after the microsurfacing is applied. The sixth sweeping shall be performed fifteen (15) days after the microsurfacing is applied. The seventh sweeping shall be performed during the punch list process.

Prior to each sweeping the Contractor shall contact the Engineer with the street's sweeping schedule. After sweeping takes place the Contractor shall contact the Engineer for acceptance of the street sweeping.

If the sweeping is not done to the schedule listed above, the Contractor shall pay the liquidated damaged per section 8-1.07 Liquidated Damages of these Special Provisions.

The Contractor shall remove all loose aggregate from the curbs, gutters, driveways, and sidewalks prior to sweeping the roadway surface. The Contractor will be responsible to sweep abutting adjacent areas and haul routes. The Contractor will have one working day to sweep the adjacent areas and haul route when requested in writing by the Engineer.

The Contractor shall sweep the microsurfaced streets and adjacent areas with a self-propelled street sweeper, either vacuum or rear broom without steel bristles. Any additional sweepings required to remove excess material shall be performed as directed by the Engineer at no additional expense to the City.

2.01H TEST STRIP

The Contractor shall construct a test strip for evaluation by the Engineer ten (10) working days prior to the Microsurfacing application. The test strip shall be 500 ft to 1000 ft long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of microsurfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified.

The microsurfacing test strip shall have a break time and shall be able to be open to cross traffic no greater than one (1) hour after the microsurfacing is placed. This time will be reflected on the global projects break time and capability of being open to cross traffic. The global project shall have this break time and shall be able to be open to cross traffic no greater than one (1) hour after placement of the microsurfacing. If the test strip does not meet this requirement the test strip will be rejected and shall be removed at the Contractors expense.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

2.01I REPAIR OF EARLY DISTRESS

If bleeding, raveling, delamination, rutting, or washboarding occurs within 60 days after placing the microsurfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

SECTION 03217

PERMANENT PAVEMENT STRIPING and MARKINGS

1.01 PERMANENT PAVEMENT STRIPING and MARKINGS
1.01A PAINTED PAVEMENT MARKINGS
1.01B THERMOPLASTIC PAVEMENT MARKINGS
1.01C SPRAYABLE THERMOPLASTIC PAVEMENT MARKINGS

1.01 PERMANENT PAVEMENT STRIPING AND MARKING

GENERAL:

1. Traffic striping and signage shall be designed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the MUTCD California Supplement (CS). All painted traffic stripes, arrows, and pavement markings shall be constructed with thermoplastic material to the specifications set forth in Section 84 of the Caltrans Standard Specifications (latest edition). Non reflective pavement markers shall consist of ceramic markers only conforming to Section 85-1.04A of the same standards.

2. ALL medians shall have detail 25.

3. The BIKE LANE legend shall be centered in the lane to ensure the legend does not run into the lane striping.

4. Traffic stripes and pavement markings shall not be placed over utility covers including, but not limited to, manhole covers, utility boxes, hand holes, or water valve covers.

5. Pavement arrows shall be one of the following types unless otherwise directed by the Engineer: Type II (L, R, or B), Type III (L, R, or B), Type VI, or Bike Lane Arrow.

6. All traffic lane striping shall be discontinued through any four way public intersection from crosswalk to crosswalk, marked or unmarked. Striping shall be continuous through private intersections unless there is a striped left turn lane and/or traffic signal. For public "T" intersections, the through and bike lane striping shall be continuous for the non-intersection direction, i.e. "across the top of the T." However, there shall be no striping within the limits of the crosswalk.

7. At locations where bike lane striping is parallel striping used to channel traffic, right turn acceleration/deceleration lanes and bus

turnouts, both stripes shall be detail 38. Reflective pavement markers shall be placed to the outside of the bike lane.

1.01A Painted Pavement Markings (Type II)

1. Temporary/Permanent painted (traffic paint) pavement markings shall be in accordance with Section 84-2 of the latest edition of “Standard Specifications” with the following exceptions:

   a. Temporary/Permanent painted (traffic paint) pavement markings shall be striped to the width and length of the final plan for each stripe.

   b. Temporary/Permanent striping shall be a minimum dry thickness of 15 Mil (0.015).

   c. Glass beads shall be placed on all temporary painted pavement markings.

   d. Surface shall be swept prior to placement of any temporary painted pavement marking.

   All streets shall be temporary striped within 7-days of Microsurfacing completion.

2. All streets which are temporary striped will get a second coat of painted pavement markings a minimum of 3 days later. Permanent painted (traffic paint) pavement markings shall be in accordance with Section 84-2 of the latest edition of “Standard Specifications” with the following exceptions:

   a. Epoxy paint is not allowed.

   b. Surface shall be swept prior to placement of any permanent painted pavement marking.

   c. Permanent striping shall be a minimum dry thickness of 15 Mil (0.015). The final minimum dry thickness, including the Temporary/Permanent pavement marking, shall be 30 Mil +/- 2 mil (0.030+/-0.002 inch). Contractor will be responsible for protection of the painted surface until properly cured to prevent tracking of materials by vehicles.

   d. Glass beads shall be placed at a minimum rate of 6 lbs per gallon

of paint placed

e. Permanent Pavement Marking will be placed a minimum of 3 days after completion of the temporary/permanent markings but will be completed within 20 days after completion of the Microsurfacing.

Within 48 hours after the bid opening the apparent low bidder shall provide documentation showing that the striping contractor field supervisor has at least three years experience overseeing painted pavement marking installation. Experience must be relative to this project for size, quantity, timeline, etc.

1.01B Thermoplastic Pavement Marking Film

1. Preformed Thermoplastic Pavement Marking shall be in accordance with Section 84-2.03B(2) of "Standard Specifications" with the following exceptions:

   a. All thermoplastic pavement markings will be 0.090 inches thick with the exception the markings for the Bike Lanes which will be 0.075 inches.

   b. Prior to placement of the thermoplastic pavement markings, the existing surface shall be pre-heated.

   c. Thermoplastic Pavement Marking will be placed a minimum of 48-hours (2-days) after completion of the Microsurfacing but will be completed no later than 14 days after Microsurfacing completion with the exceptions of active school zones.

   d. Active school zones shall be placed a minimum of 48-hours (2-days) after completion of the Microsurfacing but will be completed no later than 96-hours (4-days) after completion of the Microsurfacing.

   e. Extruded Thermoplastic Pavement Markings shall **NOT** be allowed.

   Within 48 hours after the bid opening the apparent low bidder shall provide documentation showing that the striping contractor field supervisor has at least three years experience overseeing thermoplastic film installation. Experience must be relative to this project for size, quantity, timeline, etc.

1.01C Sprayable Thermoplastic Pavement Markings

1. Sprayable thermoplastic pavement markings shall be in accordance with Section 84-2 of the latest edition of “Standard Specifications” which includes but is not limited to the following:

   a. Apply sprayable thermoplastic at a temperature of 350 to 400 degrees F.

   b. The applied stripe must be at least 0.040 inch thick.

   c. Embed glass beads to a depth of 1/2 their diameters.

   d. Distribute glass beads uniformly on traffic stripe and pavement markings.

   e. Glass beads with integral color must match the color of the stripe or pavement marking.

   f. Sprayable thermoplastic must comply with State Specification PTH-02SPRAY.

NOTICE TO CONTRACTORS

Notice is hereby given that the City Council of the City of Rocklin, California, will receive sealed Bids as follows:

BID DATE / TIME:	Until Thursday, September 17th, 2026 at 1:00 PM (Local Time)
SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	City of Rocklin Whitney Ranch Parkway Microsurfacing Project
ESTIMATED CONSTRUCTION COST:	$160,000
TOTAL CONTRACT TIME:	10 Working Days
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	Class A

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award. A Subcontractor who is unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to the City and/or the listing of an unregistered Subcontractor may render the bid nonresponsive. Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.***

City affirmatively identifies this Project as a "public work" as that term is defined by Labor Code Section 1720, and the Project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at

http://www.dir.ca.gov/OPRL/PWD. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Conditions, Article 6.)

Submit Bids (original/no copies) and bid security in a sealed envelope, marked "**Bid for CITY OF ROCKLIN WHITNEY RANCH PARKWAY MICROSURFACING PROJECT**" ("Project") and include the company name and address on the envelope.

Any Addenda will be posted on the City's website, which may be accessible by those accessing the Contract Documents as indicated below. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective.

Contract Documents may be downloaded at no charge from the City of Rocklin's website at https://www.rocklin.ca.us/current-bids-and-results. This may require registering, free of charge, with Public Purchase.

Complete sets of Contract Documents must be used in preparing Bids. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Written questions regarding this Invitation for Bids should be directed to **Kristen Van Groningen by email at kristen.vangroningen@rocklin.ca.us no later than Tuesday, September 8th, 2026, at 4:00PM**. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Rocklin. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsive bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Pursuant to California Public Contract Code, any contract awarded pursuant to this Notice to Contractors shall obtain a provision permitting, at the Contractors' sole expense, the substitution of securities for any moneys withheld to ensure performance under the Contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 *et seq*.

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

Kristen Van Groningen
Associate Engineer
City of Rocklin

Please Publish August 21, 2026

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than Time 1:00 p.m. on Thursday, September 17, 2026, at the Department of the City Clerk, 3970 Rocklin Road, Rocklin, California and opened as soon thereafter, as business allows, in the City Council Chambers, 3970 Rocklin Road, Rocklin, California, 95677.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

WHITNEY RANCH PARKWAY MICROSURFACING PROJECT

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

BID SCHEDULE A – WHITNEY RANCH PARKWAY					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Bid Price**
A1	TYPE 2 MICROSURFACE	SF	64,700	1.00	64,700.00
A2	PAVEMENT CRACK SEALING	SF	64,700	0.15	9,705.00
A3	8" SOLID WHITE STRIPE	LF	705	2.10	1,480.50
A4	6" DASHED WHITE STRIPE - 7' STRIPE W/ 17' GAP (CALTRANS - 9)	LF	1,183	1.55	1,833.65
A5	4" SOLID YELLOW STRIPE	LF	467	1.30	607.10
A6	4" DOUBLE SOLID YELLOW STRIPE	LF	127	1.30	165.10
A7	6" Solid White Stripe	LF	1,237	1.55	1,917.35
A8	6" Dotted Whtie Stripe - 4' Stripe w/ 8' Gap	LF	180	1.55	279.00

BID SCHEDULE A – WHITNEY RANCH PARKWAY					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
A9	6" SOLID GREEN STRIPE	LF	320	36.50	11,680.00
A10	6" DOTTED GREEN STRIPE - 4' STRIPE W/ 8' GAP	LF	180	36.50	6,570.00
A11	6" DOTTED WHITE STRIPE - 4' STRIPE W/ 8' GAP (CALTRANS - 40 INTERSECTION)	LF	287	1.55	444.85
A12	12" WIDE SOLID WHITE STOP BAR – THERMOPLASTIC	LF	528	6.25	3,300.00
A13	24" X 10' SOLID WHITE LONGITUDINAL CROSSWALK STRIPING - THERMOPLASTIC	LF	540	8.25	4,455.00
A14	BICYCLE LANE SYMBOL – THERMOPLASTIC	EA	3	190.00	570.00
A15	WHITE DIRECTIONAL ARROW - THERMOPLASTIC	EA	8	205.00	1,640.00
A16	LANE DROP ARROW - THERMOPLASTIC	EA	1	2,557.15	2,557.15
A17	WHITE ONE-WAY RETROREFLECTIVE MARKERS	EA	55	21.00	1,155.00
A18	YELLOW TWO-WAY RETROREFLECTIVE MARKERS	EA	60	21.00	1,260.00
A19	REMOVE AND REINSTALL FLEXIBLE DELINEATOR POSTS	EA	66	115.00	7,590.00
A20	REMOVE AND REPLACE CENTERLINE FLEXIBLE DELINEATOR POSTS	EA	38	115.00	4,370.00
				Total BASE BID Price (Sum of Items A1 thru A20)	$126,279.70

Total Bid Schedule A, Item Nos. A1 through A20, shall be (spell out) One hundred twenty six thousand two hundred seventy nine Dollars. Seventy cents

BID SCHEDULE B – UNIVERSITY AVENUE					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
B1	TYPE 2 MICROSURFACE	SF	22,200	1.00	22,200.00
B2	PAVEMENT CRACK SEALING	SF	22,200	0.15	3,330.00
B3	8" SOLID WHITE STRIPE	LF	901	2.10	1,892.10
B4	6" DASHED WHITE STRIPE - 7' STRIPE W/ 17' GAP (CALTRANS - 9)	LF	245	1.55	379.75
B5	4" SOLID YELLOW STRIPE	LF	938	1.30	1,219.40
B6	6" SOLID WHITE STRIPE	LF	833	1.55	1,291.15
B7	6" DOTTED WHTIE STRIPE - 4' STRIPE W/ 8' GAP (CALTRANS - 39A)	LF	235	1.55	364.25
B8	6" SOLID GREEN STRIPE	LF	381	35.50	13,525.50
B9	6" DOTTED GREEN STRIPE – 4' GAP W/ 8' GAP	LF	235	35.50	8,342.50
B10	8" DOTTED WHITE STRIPE - 3' STRIPE W/ 12' GAP (CALTRANS - 37B)	LF	163	2.05	334.15
B11	12" WIDE SOLID WHITE STOP BAR12" WIDE SOLID WHITE STOP BAR	LF	58	6.25	362.50
B12	BICYCLE LANE SYMBOL – THERMOPLASTIC	EA	5	190.00	950.00
B13	WHITE DIRECTIONAL ARROW - THERMOPLASTIC	EA	10	210.00	2,100.00
B14	LANE DROP ARROW - THERMOPLASTIC	EA	2	235.00	470.00
B15	WHITE ONE-WAY RETROREFLECTIVE MARKERS	EA	31	21.00	651.00
B16	YELLOW TWO-WAY RETROREFLECTIVE MARKERS	EA	15	21.00	315.00

BID SCHEDULE B – UNIVERSITY AVENUE					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
	Total BASE BID Price (Sum of Items B1 thru B16)				$57,727.30

Total Bid Schedule B, Item Nos. B1 through B16, shall be (spell out) fifty seven thousand seven hundred twenty seven thirty cents Dollars.

Total Project Bid, Schedules A and B, shall be (numerical): $184,007.00

Total Project Bid, Schedules A and B, shall be (spell out) one hundred eighty four thousand seven No cents **Dollars.**

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 CA
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ 18,400.70 not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☑ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

ROCKLIN
CALIFORNIA

Whitney Ranch Parkway Microsurfacing Project
Addendum 1
September 10, 2026

Prospective Bidders:
Please incorporate the following revisions as part of the contract documents for the subject project. Any workmanship and/or materials involved shall be as set forth in the original drawings and/or specifications unless otherwise directed herein.

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENT AND MODIFIES THE ORIGINAL DRAWINGS, SPECIFICATIONS, AND PROPOSAL AS NOTED HEREIN. BY SUBMISSION OF A PROPOSAL FOR THIS PROJECT, THE BIDDER IS ACKNOWLEDGING THAT THE BIDDER HAS CONFIRMED THAT HE OR SHE HAS RECEIVED ALL ADDENDA ISSUED FOR THIS PROJECT AND HAS INCLUDED COSTS FOR SUCH IN THE PROPOSAL SUBMITTED.

For further information, contact:

Kristen Van Groningen, Associate Engineer
Telephone: (916) 625-5147
E-mail: kristen.vangroningen@rocklin.ca.us

By: _____ Dated: September 10, 2026
Kristen Van Groningen, PE

Contractor shall sign this Addendum and include this page as a part of your bid.

By: _____
Contractor's Signature
Craig D. Holt, Vice-President

(A) Requests for Information

1. Does blind selection apply to this bid? If so, can you please clarify if envelope #1 will only have bid forms 1-4 and envelope #2 will have the entire bid package?

   Answer: Blind selection format does not apply to this bid. The 2 bid schedules are not bid alternatives and the project will be awarded based on the *Total Project Bid*.

2. Does builder's risk apply? There are no special provisions where this gets specified.

   Answer: Builder's Risk insurance does not apply to this bid.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

Sierra Nevada Construction, Inc.

Affix Corporate Seal Here

BY: C D. Holt
Signature

Craig D. Holt
Type/Print Name

Vice-President
Title

DATE: September 17, 2026

Valid Contractor's License No.: 593393

Expiration date: 5/31/28

Public Works Registration No. 1000000163

ATTACHMENT A

BID BOND

We, Sierra Nevada Construction, Inc. as principal, and Liberty Mutual Insurance Company, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a Bid to the Obligee, for Whitney Ranch Parkway Microsurfacing; consisting of microsurfacing, thermoplastic striping, and traffic control. Rocklin, CA.
(Copy here the exact description of work, including location, as it appears on the Bid)
for which Bids are to be opened at Rocklin, CA on September 17, 2026
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: September 1, 2026

Principal: Sierra Nevada Construction, Inc.
By: C.D. Holt
Surety: Liberty Mutual Insurance Company Craig D. Holt, Vice-President
Address: 175 Berkeley Street, Boston, MA 02116
Telephone: 775-336-1987
Attorney in Fact: Andrea Cantlon
Andrea Cantlon, Attorney-In-Fact

Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

STATE OF Nevada

COUNTY OF Washoe]

On 09/17/26, before me, Sarah Arms
(here insert name of notary),

personally appeared Craig D. Holt
(name(s) of Signer(s))

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Sarah Arms (SEAL)

SARAH ARMS
Notary Public-State of Nevada
APPT. NO. 19-5380-02
My Appt. Expires 06-02-2029

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  _____
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OF TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF Nevada

COUNTY OF Washoe }

On September 1, 2026, before me, Jeanette Riviera, Notary Public,
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Jeanette Riviera (SEAL)

JEANETTE RIVIERA
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 24-6658-02 - Expires Jan. 17, 2028

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  _____
  TITLE(S)
- ☐ *PARTNER(S)* ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215778-976312**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Cantlon; Shelly Demaray; Carey Morgan; Teri L. Nowak; Nicholas D. Rossi; Dena VanDeVanter; Julie West

all of the city of Reno state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of September, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR Sierra Nevada Construction, Inc. (BIDDER)

PROJECT: Whitney Ranch Parkway Microsurfacing

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

____ We are not using any Subcontractors.

✓ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	PRICE	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #
Striping	78,268.00	Central Striping Service, Inc. 3489 Luyung Drive Rancho Cordova, CA 95742	403896	1000006499
Crack Sealing	13,035.00	Global Road Sealing, Inc. 10641 Sycamore Ave Stanton, CA 90680	757584	1000007714

C. J. Holt

Signed Craig D. Holt, Vice-President

See Note Next Page

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the Vice-President [Title] of Sierra Nevada Construction, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 17, 2026 [date], at Sparks [city], Nevada [state].

Sierra Nevada Construction, Inc.
(Name of Bidder)

Craig D. Holt
(Signature)

Craig D. Holt, Vice-President
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the Secretary/Treasurer [Title] of Sierra Nevada Construction, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 17, 2026 [date], at Sparks [city], Nevada [state].

Sierra Nevada Construction, Inc.
(Name of Bidder)

(Signature)

Marc T. Markwell, Secretary/Treasurer
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Print as many forms as needed and submit.)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: Sierra Nevada Construction, Inc. Date September 17, 2026

BY: C J D. Holt
Signature

Craig D. Holt
Type/Print Name

Vice-President
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

N/A

BIDDER: Sierra Nevada Construction, Inc. Date September 17, 2026

BY: C J D. Holt
Signature

Craig D. Holt
Type/Print Name

Vice-President
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

Sierra Nevada Construction, Inc.
Contractor

September 17, 2026
Date

C J Holt
Signature Craig D. Holt, Vice-President

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION

(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF ~~CALIFORNIA~~ NEVADA
COUNTY OF WASHOE

I HEREBY CERTIFY that at a meeting of the Board of Directors of the Nevada corporation Sierra Nevada Construction, Inc., a corporation existing under the laws of the State of ~~California~~ Nevada, held on March 25, 2026, the following resolution was duly passed and adopted:

"RESOLVED, that Craig D. Holt, as Vice-President of the Corporation, be and is hereby authorized to execute the Bid dated September 17, 2026, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 17th day of September, 2026.

Secretary Marc T. Markwell, Secretary/Treasurer

Corporate Officer Craig D. Holt, Vice-President

(seal)

P.O. Box 50760, Sparks, Nevada 89435
Corporate Address

SECRETARY ATTESTATION

The undersigned, as Secretary of Sierra Nevada Construction, Inc., a Nevada corporation (the "***Company***"), as of March 25, 2026, hereby attests to the bid and proposal signature authority of the duly elected and appointed officers and additional named personnel of the Company attached hereto as **Exhibit A**. This attestation applies solely to the signing of bids, proposals and related contracts on behalf of the Company. Each of the listed personnel, acting alone or together, is authorized, in the name and on behalf of the Company, to execute and deliver bids, proposals and related contracts. This attestation does not evidence general signature authority and is limited to confirming authority to sign bids, proposals and related contracts. Signature authority for all other matters is governed by the Company's board of directors' resolutions delegating general signature authority to the Company's officers.

By: _____
Name: Marc T. Markwell
Title: Secretary

Exhibit A

Name	Title/Role
Kevin L. Robertson	President
Craig D. Holt	Vice President
Marc T. Markwell	Treasurer
Marc T. Markwell	Secretary
Dan LeBlanc	Vice President of Civil Construction
Bryan Holt	Controller

37392133_v2

ATTACHMENT G

[Projects of One Million Dollars ($1,000,000.00) or More]

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☑ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER: Sierra Nevada Construction, Inc. Date September 17, 2026

BY: _____
Signature

Craig D. Holt
Type/Print Name

Vice-President
Title

Executed in the County of Washoe, State of Nevada.

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Whitney Ranch Parkway Microsurfacing	
DATE: September 17, 2026	TIME: 1:00 P.M.

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Pavement Coatings Co.	$202,964.51	$	✓	✓
2. Imperial Construction & Engineering, Inc.	$200,000.00	$	✓	✓
3. VSS International Inc.	$280,120.00	$	✓	✓
4. Sierra Nevada Construction Inc.	$184,007.00	$	✓	✓
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Diane Ahn
Diane Ahn, Finance

9/17/2026
Date

Avinta Singh
Avinta Singh, City Clerk

9/17/2026
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Placer Valley Tourism Capital Grant for Quarry Park Amphitheater

Date: October 13, 2026

Submitted By: Laurie York, Administrative Analyst
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Grant Agreement by and between Placer Valley Tourism and the City of Rocklin.

Background:
Quarry Park Amphitheater is a premier outdoor performance venue owned and operated by the City of Rocklin. The venue hosts more than 20 concerts and special events annually, attracting regional and statewide audiences and generating approximately 2,500 hotel room nights in Placer County. The amphitheater serves as a cornerstone of Rocklin's placemaking strategy, economic development efforts, and cultural identity.

In February 2026, staff applied for and were awarded a grant from Placer Valley Tourism (PVT) in the amount of $100,818 to install a professional overhead truss system and a custom illuminated "Rocklin" stage sign and backdrop at the Quarry Park Amphitheater stage. Installation of this equipment will enhance the experience for concert attendees. In April 2026, staff was notified that PVT was awarding the grant for the full funding request of $100,818.

This grant agreement (Attachment 2) is a ten-year agreement and includes:

- City of Rocklin will prominently display PVT logos on signage recognizing PVT's contribution, in mutually agreed upon formats and locations for a minimum of 10 years. Grantee shall provide photographs of such displays to PVT.
- PVT shall pay the City an amount not to exceed $100,818.

Staff recommends the City Council approve the grant agreement.

Fiscal Impact:
There is no City match required. The Resolution includes the necessary budget appropriation authority as part of the recommended action to accept, administer, and account for the grant funding up to $100,818.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Grant Agreement

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT BY AND BETWEEN PLACER VALLEY TOURISM AND THE CITY OF ROCKLIN

WHEREAS, the City of Rocklin desires to install a professional overhead truss system and a custom illuminated “Rocklin” stage sign and backdrop at Quarry Park Amphitheater; and

WHEREAS, South Placer County Tourism Corporation, dba Placer Valley Tourism (“PVT”), is a local business assessment district formed to promote tourism and sports destinations in Roseville, Rocklin, and Lincoln; and

WHEREAS, PVT has agreed to provide the City with grant funding of $100,818 for the purchase and installation of the truss system and stage sign, subject to the terms and conditions of the Grant Agreement attached hereto as Exhibit A.

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

Section 1. The Grant Agreement between the South Placer County Tourism Corporation, dba Placer County Tourism, and the City of Rocklin, attached hereto as Exhibit A, is hereby approved, and the City Manager is authorized to execute the Agreement.

Section 2. The City Manager is authorized to make any necessary budgetary and accounting transactions to administer and account for the grant funding up to $100,818.

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

PLACER VALLEY TOURISM
MAJOR PROJECTS AGREEMENT

Date of Agreement:	September 18, 2026
Grantee:	City of Rocklin
Grantee address:	5460 5th Street, Rocklin, CA 95677
Grantee telephone:	916-625-5269
Grantee contact person:	Veronica Tracy
Grant Amount:	$100,818
Project name:	New Overhead Truss System and Stage Sign at Quarry Park Amphitheater

This grant is awarded by South Placer Tourism Corporation, dba Placer Valley Tourism ("PVT") subject to the following terms and conditions:

1. Grantee will perform all of the obligations described in the attached Exhibit A, which is incorporated herein by this reference.
2. Grantee agrees to indemnify and hold harmless PVT, its officers, directors, employees, agents and volunteers from any claims of third parties arising out of any act or omission of the Grantee in connection with this Grant Agreement or the facility.
3. Waiver by PVT of any default or breach in compliance with the terms of this Grant Agreement by Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this Grant Agreement.
4. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of their agreement. No modification of this Grant Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties. This Grant Agreement is not assignable.
5. The term of this agreement shall be effective as of the date executed by all parties and shall continue for 10 years.
6. Grantee will coordinate project in conjunction with City of Rocklin to ensure that the completed facility will meet the standards necessary to operate and meet all parties needs.
7. The parties shall attempt to resolve any disputes regarding or arising from this Grant Agreement using arbitration.
8. Each party intends for their relationship to be that of independent contractors.
9. Grantee shall not use or display PVT's trademarks except in connection with the facility in the manner authorized by this Grant Agreement.
10. Any Material Change to the Project shall be approved by PVT prior to the commencement of the changed activities. Material Changes to the Project include changes to the location and/or scope. In the event approval is not obtained for a Material Change and PVT deems the Material Change inconsistent with the purpose of PVT, PVT shall have the right to terminate this Grant Agreement and recover any payments made.
11. If Grantee fails to expeditiously prosecute the construction of the Project, Grantee shall reimburse PVT for any amount expended from PVT's Commitment Amount plus any interest that should have accrued for these amounts, calculated at PVT's pooled investment rate of return.

South Placer Tourism Corporation, dba Placer Valley Tourism APPROVED By:_____ Kim Summers, CEO	GRANTEE: City of Rocklin On behalf of Grantee, I understand and agree to the forgoing terms of PVT's grant and hereby certify my authority to execute this agreement on Grantee's behalf. By:_____ Aly Zimmermann, City Manager

Exhibit "A"

1. **Grantee's Obligations.** In exchange for receiving the payments described below in section 2 of this Exhibit A ("Payments"), Grantee shall do all of the following:

    a. Prepare the Quarry Park Amphitheater and perform the purchase and installation of the truss system and stage sign.
    b. Make its best effort to i) begin the preparations within one year from the effective date of this Agreement, and ii) continue using the Quarry Park Amphitheater in connection with tourism generating events for the life of this agreement.
    c. Make its best efforts, in collaboration with PVT, to book events that generate tourism into or with the Quarry Park Amphitheater ("facility/organization"). Grantee acknowledges that reserving the facility may require a minimum advance notice of 12 to 24 months.
    d. Provide prominent permanent signage with PVT's logo, recognizing PVT's contribution to the Quarry Park Amphitheater in mutually agreed upon formats and locations for the life of this agreement. Sign shall be a minimum of 2'x3' in dimensions. Grantee shall provide photographs of such displays to PVT.
    e. Comply with all of the terms and conditions as presented at the PVT Board of Director's Meeting on March 26, 2026 attached hereto as Addendum A and incorporated herein.

    Expenditure of Payments on improvements unrelated to the Quarry Park Amphitheater truss and stage sign without prior authorization from PVT shall constitute a breach of this Agreement, the remedy for which shall be an obligation to return to PVT payments expended on improvements unrelated to the City of Rocklin's Quarry Park Amphitheater up to 100% of the payments received by Grantee.

2. **Payment by PVT.**

    a. PVT shall pay Grantee up to $100,818.
    b. The amount specified above shall be paid on the following schedule:
        i. On or before October 1, 2026, PVT shall pay Grantee $50,409
        ii. Upon completion of the Quarry Park Amphitheater Truss & Stage Sign project PVT shall pay Grantee the balance of the grant not to exceed $50,409 upon proof of receipts.

PLACER VALLEY
ROSEVILLE • ROCKLIN • LINCOLN

Major Project Grant Application

Please return to Deborah Villafaña at dvillafana@placertourism.com or fax to (916)644-6039.

NAME OF ORGANIZATION/FACILITY:

City of Rocklin/ Quarry Park Ampitheater

CONTACT PERSON: Veronica Tracy **TITLE:** Director of Parks & Recreation

OFFICE: 916-625-5269 **MOBILE:** 209-914-6425

EMAIL ADDRESS: veronica.tracy@rocklin.ca.us **WEBSITE**: www.rocklin.ca.us

MAILING ADDRESS: 5460 5th Street, Rocklin, CA 95677

Date organization established? 2/24/93

Describe your organization/facility:

Quarry Park Amphitheater is a premier outdoor performance venue owned and operated by the City of Rocklin. The venue hosts more than 20 concerts and major special events annually, attracting regional and statewide audiences and generating thousands of hotel room nights in Placer County. The amphitheater serves as a cornerstone of Rocklin's placemaking strategy, economic development efforts, and cultural identity.

Describe what this financial support will be used for:

This capital improvement project includes the installation of a professional overhead truss system with hoist controls, structural engineering calculations, full installation and permitting, and fabrication of a custom illuminated "Rocklin" stage sign and backdrop.
- Permanent truss and hoist control system to support professional lighting and sound.
- Custom backlit 'Rocklin' stage sign visible in all event photography and media.
- Engineering review and structural calculations.
- Full installation including permits and inspections.

What is the amount of financial support you are requesting? $ 100,818

What is the total cost of the project? $ 100,818

What is the anticipated timeline for completion of the project? End of calendar year 2026.

List most recent past 3 years of **Event History** currently hosted by your organization/facility that generate **room nights** in PVT hotels https://www.placertourism.com/hotels/

Event Name	Event Dates	# of Room Nights
Quarry Park Concert Series	At least 20 annually	2,500
Youth Sports Tournaments and Cross-Country Events	Multi-day annually	4,000
Clipped In Races Cyclocross	Annual	500

Do you currently have an exclusive agreement with a hotel or group of hotels? Yes ○ No ○

Will you be utilizing a 3rd party housing company? Yes ○ No ◉

What is the **Growth Potential** for events and/or room nights by your organization/facility if this grant is approved?

Approval of this grant will significantly increase the amphitheater's ability to attract larger-scale and higher-production touring acts. The addition of a permanent truss system allows for:

- Improved lighting and sound quality, meeting professional rider requirements
- Reduced equipment rental costs, increasing booking flexibility
- Enhanced safety and efficiency for load-in and load-out
- Increased appeal to mid-level and nationally touring artists

The custom illuminated "Rocklin" sign will strengthen destination branding and social media visibility. Every performer photo and promotional image will showcase Rocklin as the host city, expanding regional awareness and tourism exposure.

How old is the facility/equipment you are trying to improve or replace? The amphitheater opened in 2017. The venue currently operates without a permanent prof

What is the expected lifespan of the project? Minimum 15–20 years with required maintenance protocols.

What is the maintenance plan for the project? Regular cleaning and sun protection.

How would PVT be recognized for its contribution?

Placer Valley Tourism would receive:
- Recognition on event marketing materials during the installation year
- Logo placement on onsite signage acknowledging PVT's capital contribution
- Recognition on the City of Rocklin and Quarry Park Amphitheater websites
- Social media acknowledgement during project completion and grand unveiling
- Inclusion in press releases and media announcements
- Verbal recognition during select major concerts

Has your organization received capital funds/grants through PVT previously? If so, what were the projects and outcomes?

Yes, the Sunset Whitney Recreation Area Pickleball Courts. The bids have been received, the contract for construction will go to City Council on March 24, 2026. Construction will start shortly after.

PLACER VALLEY
ROSEVILLE • ROCKLIN • LINCOLN

If you are an organization, at what facility/ies will your events be held?

Quarry Park Amphitheater
4000 Rocklin Road
Rocklin, CA 95677

If improvements will be at a fixed site, does your organization own the site? *(If no, please submit a letter from owner authorizing improvements.)* Yes

PROJECTED BUDGET

REVENUE SOURCES			EXPENSES	
PVT Capital Grant		100,818		
Additional Sources:			Construction	30,000
_____ *Organization*	☐ *Secured*	_____	Equipment	70,818
_____ *Organization*	☐ *Secured*	_____	Signs/Banners	_____
_____ *Organization*	☐ *Secured*	_____	Labor	_____
Other (define) _____	☐ *Secured*	_____	Permits/Fees	_____
			Other (define) _____	_____
	TOTAL	$ 100,818	TOTAL	$ 100,818

Placer Valley Tourism
Major Projects Grant Application
February 24, 2026

NAME OF ORGANIZATION/FACILITY: City of Rocklin
CONTACT PERSON: Veronica Tracy
TITLE: Director of Parks & Recreation
OFFICE: Parks & Recreation (916) 625-5200 v. 5269
MOBILE (209) 914-6425
EMAIL ADDRESS: veronica.tracy@rocklin.ca.us
WEBSITE: www.rocklin.ca.us
MAILING ADDRESS: 5460 5th Street, Rocklin, CA 95677

Describe your organization/facility:

Quarry Park Amphitheater is a premier outdoor performance venue owned and operated by the City of Rocklin. The venue hosts more than 20 concerts and major special events annually, attracting regional and statewide audiences and generating thousands of hotel room nights in Placer County. The amphitheater serves as a cornerstone of Rocklin's placemaking strategy, economic development efforts, and cultural identity.

Describe what this financial support will be used for:

This capital improvement project includes the installation of a professional overhead truss system with hoist controls, structural engineering calculations, full installation and permitting, and fabrication of a custom illuminated "Rocklin" stage sign and backdrop.

- Permanent truss and hoist control system to support professional lighting and sound.
- Custom backlit 'Rocklin' stage sign visible in all event photography and media.
- Engineering review and structural calculations.
- Full installation including permits and inspections.

What is the amount of financial support you are requesting?

$100,818

What is the total cost of the project?

$100,818

Placer Valley Tourism
Major Projects Grant Application
February 24, 2026

What is the anticipated timeline for completion of the project?

End of calendar year 2026.

Event History Generating Room Nights

Event Name	Event Dates	Estimated Room Nights
Quarry Park Concert Series	At least 20 annually	2,500/year
Youth Sports Tournaments and Cross-Country Events	Multi-day annually	4,000/year
Clipped In Races Cyclocross	Annual	500/year
Rocklin Community Festival	Annual	100/year

Do you currently have an exclusive agreement with a hotel or group of hotels?

No

Will you be utilizing a 3rd party housing company?

No

Growth Potential for Events if Grant is Approved

Approval of this grant will significantly increase the amphitheater's ability to attract larger-scale and higher-production touring acts. The addition of a permanent truss system allows for:

- Improved lighting and sound quality, meeting professional rider requirements
- Reduced equipment rental costs, increasing booking flexibility
- Enhanced safety and efficiency for load-in and load-out
- Increased appeal to mid-level and nationally touring artists

The custom illuminated "Rocklin" sign will strengthen destination branding and social media visibility. Every performer photo and promotional image will showcase Rocklin as the host city, expanding regional awareness and tourism exposure.

These improvements will:

- Increase ticket sales capacity through enhanced production value
- Attract additional concerts and special events
- Increase multi-day bookings
- Expand sponsorship activation opportunities
- Generate additional hotel room nights
- Strengthen economic impact for restaurants, retail, and local businesses

With these upgrades, the Quarry Park Amphitheater will continue to evolve as a premier regional venue, increasing annual visitation and reinforcing Rocklin's reputation as an entertainment destination within Placer County and Northern California.

What is the expected lifespan of the project?

Minimum 15–20 years with required maintenance protocols.

What is the maintenance plan for the project?

Regular cleaning and sun protection.

How would PVT be recognized for its contribution?

Placer Valley Tourism would receive:

- Recognition on event marketing materials during the installation year
- Logo placement on onsite signage acknowledging PVT's capital contribution
- Recognition on the City of Rocklin and Quarry Park Amphitheater websites
- Social media acknowledgement during project completion and grand unveiling
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Yes, the Sunset Whitney Recreation Area Pickleball Courts. The bids have been received, the contract for construction will go to City Council on March 24, 2026. Construction will start shortly after.

If you are an organization, at what facility/ies will your events be held?

Quarry Park Amphitheater
4000 Rocklin Road
Rocklin, CA 95677

If improvements will be at a fixed site, does your organization own the site?

Yes

PROJECTED BUDGET
REVENUE SOURCES

PVT Capital Grant: $100,818

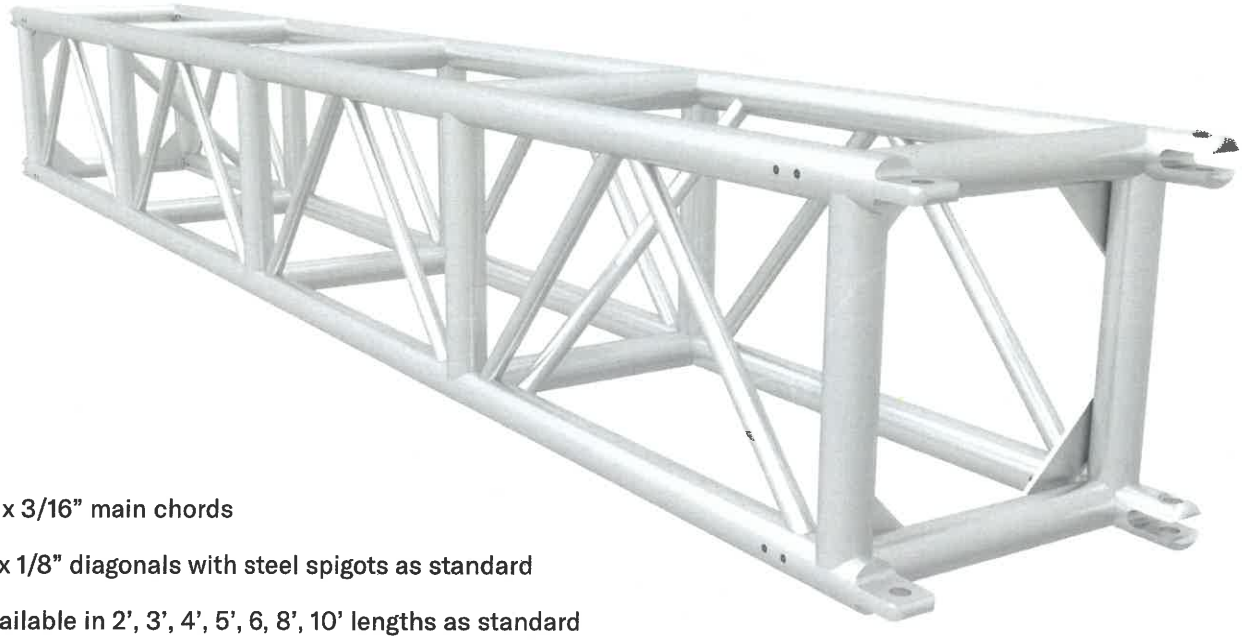
TOTAL REVENUE: $100,818

EXPENSES
- Truss and hoist controls: $34,529.00
- Amphitheater stage sign, installation and controller: $36,289.00
- Installation (permits & inspections included): $24,500.00
- Structural calculations (engineering): $5,500.00

TOTAL EXPENSES $100,818

Compact Strength in a new duty category – Middle!

Discover the strength of our 16 x 16 Middle Duty truss, which is a new truck pack friendly truss size that delivers over a 50% increase in load capacity compared to our existing Light Duty 12 x 12 spigoted truss, but in a considerably smaller form factor than our Medium Duty 20.5 x 20.5 truss. In fact, you can fit over twice as many Middle Duty truss sections in the same truck space compared to our 20.5 x 20.5 truss!



- 2" x 3/16" main chords
- 1" x 1/8" diagonals with steel spigots as standard
- Available in 2', 3', 4', 5', 6, 8', 10' lengths as standard
- Four sides of diagonal braces available upon request
- 7.5º, 15º, 22.5º, 30º, 45º, 60º, 90º corner gates available
- Trouble-free assembly is ensured by its unisex fork pattern with vertical pin orientation
- The use of a gate system, rather than conventional fixed corners, allows for easy corner creation

TOMCAT

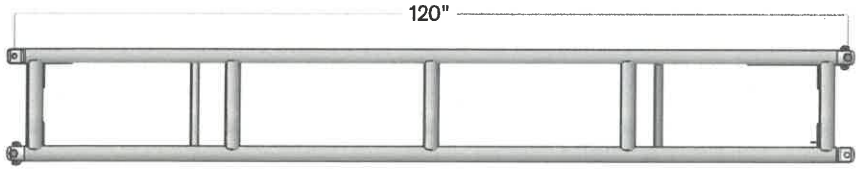
TOMCAT USA, Inc.
5427 N. National Dr.
Knoxville, TN 37914
USA

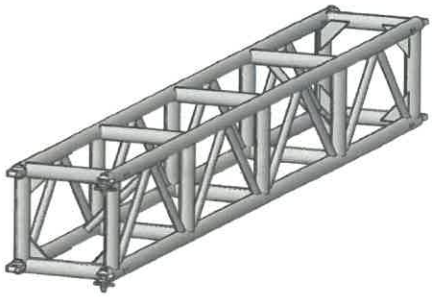
950 Lawrence Dr., Suite B
Thousand Oaks, CA 91320
USA

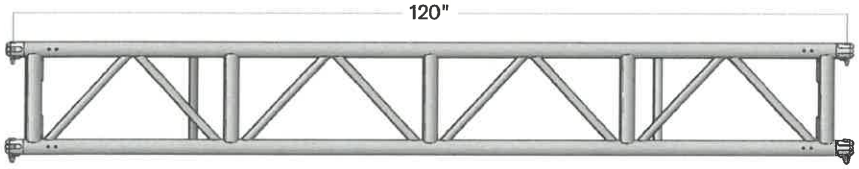
T +1 (865) 219-3700
sales@tomcatusa.com
www.tomcatglobal.com

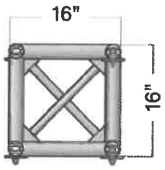
Area Four Industries

New Middle Duty truss









	Maximum allowable uniform loads		Maximum allowable point loads							
	Uniformly Distributed Load		Center Point Load		Third Point Load		Quarter Point Load		Fifth Point Load	
Span feet	Load lbs/ft	Max Defl in.	Load lbs	Max Defl. in.	Load lbs	Max Defl. in.	Load lbs	Max Defl. in.	Load lbs	Max Defl. in.
10	872	0.09	4543	0.008	2892	0.09	1928	0.08	1529	0.08
20	347	0.64	2665	0.40	1803	0.46	1202	0.43	970	0.43
30	147	1.44	1809	0.98	1258	1.14	839	1.08	683	1.09
40	77	2.56	1301	1.83	920	2.15	613	2.03	502	2.06
50	36	3.33	955	2.98	648	3.33	455	3.29	370	3.33

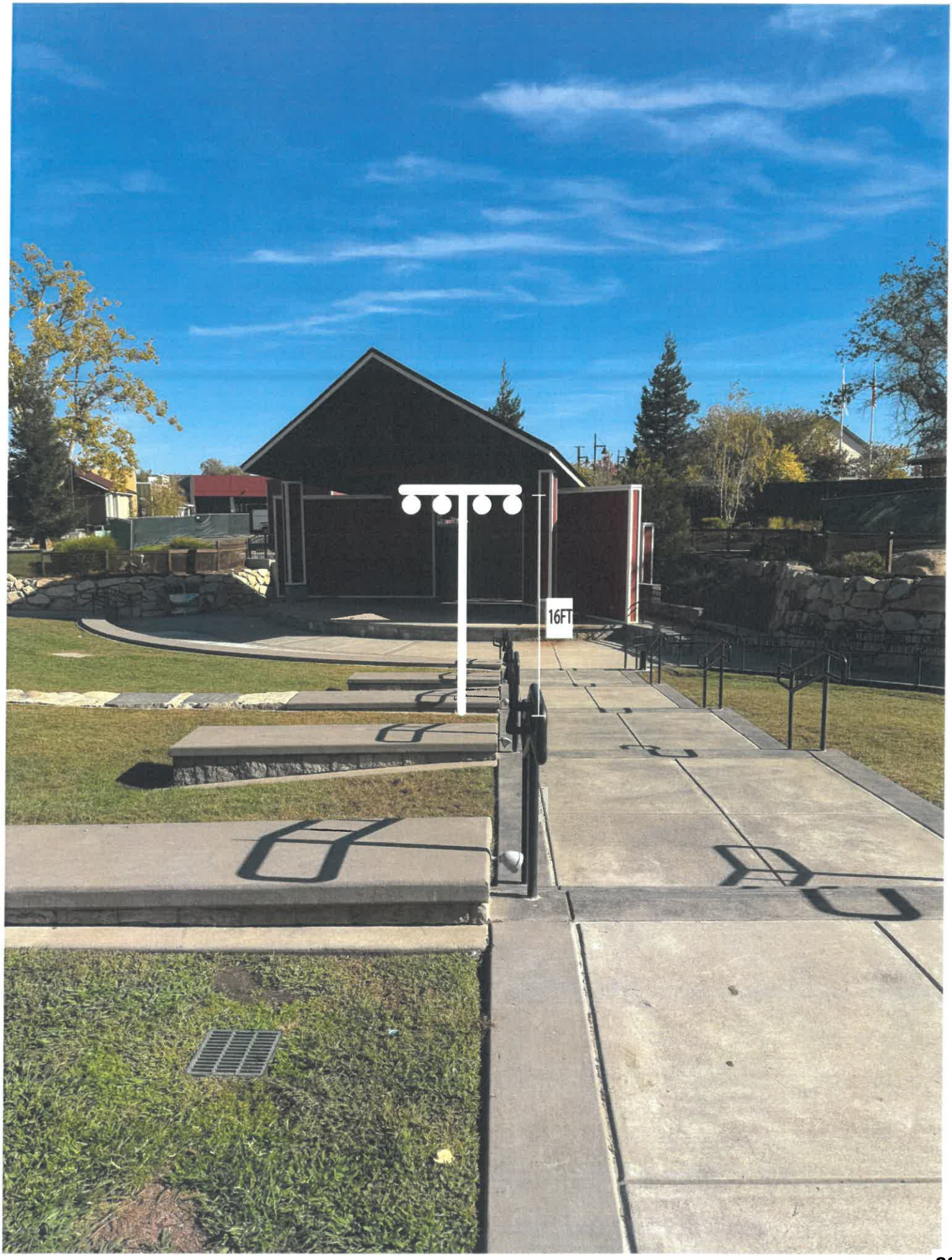
TOMCAT USA, Inc.
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ROCKLIN
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City Council Staff Report

Subject: Homeland Security Grant Program-Urban Area Security Initiative (UASI) - Grant Subaward

Date: October 13, 2026

Submitted By: Chris Osborne, Police Lieutenant
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Subawardee Grant Agreement with the City of Sacramento Accepting the Terms and Subaward of the 2025 Homeland Security Grant Program Urban Area Security Initiative.

Background:
The Urban Area Security Initiative (UASI) is a key component of the Homeland Security Grant Program funding by the Department of Homeland Security and the Federal Emergency Management Agency (FEMA). The UASI Program assists high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the whole community approach.

The City of Sacramento is the regional agency for the Homeland Security Grant Program Urban Area Security Initiative. The UASI grants are awarded annually, and then distributed through the regional agencies to local governments, to be used for the subsequent fiscal year; the current UASI grant award was from 2025 federal funding, to be used for eligible reimbursable expenses from October 1, 2026, through March 30, 2028.

Through the City of Sacramento, the City of Rocklin has been a past subrecipient of this UASI grant. Most recently 2024 UASI grant funds were awarded and used to purchase software from Peregrine Technologies, Inc (Peregrine), which enables the Rocklin Police Department to securely integrate, analyze and share data from multiple data sources to support investigations, operations, and public safety initiatives. The Peregrine contract was approved in 2025 via Resolution No. 2025-197 (Attachment 6). It has an initial term of one year expiring on September 30, 2026, with an option to extend for two additional one-year terms.

The City of Sacramento, in coordination with the City of Rocklin Police Department for the benefit of the Sacramento Urban Area, applied for and was awarded a UASI grant on September 1, 2025, in the amount of three million seven hundred thirty-four thousand seven hundred thirty-nine dollars ($3,734,739) starting on or about October 1, 2026 and concluding March 30, 2028. The City of Rocklin Police Department has been awarded a subaward from the City of Sacramento in the amount of $63,000 for the specific purpose to purchase the software offered by Peregrine Technologies, Inc. Since the City Agreement with Peregrine approved last year has an option to extend the contract for an additional year, staff recommends that Council direct the City Manager to exercise the option to extend the agreement with Peregrine for an additional year. Under the terms of the 2025 UASI grant, reimbursable expenses must be purchased between October 1, 2026 through March 30, 2028. Since the City will pay a one annual time software license fee to Peregrine under the second year of the current Agreement with Peregrine for the full amount of the subrecipient award for this year ($63,000), the City will be eligible for reimbursement for the full year of Peregrine software.

The California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) require the Rocklin City Council adopt a Resolution (Attachment 1) in order to execute the agreement and accept and use the Subaward. Staff recommends the City Council adopt the resolution approving the grant subaward. As part of the Resolution, staff also recommends the City Council authorize any budgetary and accounting transactions up to $63,000 in the Fiscal Year 2026/27 Operating Budget in the Police Grant Fund (244) necessary to administer the grant, and to authorize the City Manager to exercise the option with Peregrine to extend the agreement for software for an additional year with a retroactive effect date of October 1, 2026.

Fiscal Impact:
There is no impact to the General Fund. The total grant award of $63,000 requires no City match.

ATTACHMENTS:
2. Resolution Exhibit A - City of Sacramento Subaward Approval Notification
3. Resolution Exhibit B - City of Sacramento Subaward Agreement with Exhibits A-E
4. City of Sacramento Grant Management Assessment Questionnaire - Rocklin PD
5. Peregrine Standard Order Form - Rocklin PD
6. Resolution No. 2025-197
1. Resolution

City of
SACRAMENTO
Police Department

Zack Bales
Interim Chief of Police

5770 Freeport Blvd., Suite 100
Sacramento, CA 95822-3516

(916) 808-0800
Fax: (916) 808-0818
www.sacpd.org

September 15, 2026

Chief Rustin Banks
Rocklin Police Department
4080 Rocklin Rd, Rocklin, CA 95677

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Fiscal Year (FY) 2025 Homeland Security Grant Program (HSGP)
Urban Area Security Initiative
Subaward Period of Performance: 10/01/2026 through 03/30/2028

Dear Chief Banks,

We are pleased to announce the approval of your FY2025 HSGP - UASI subaward in the amount of $63,000 for 12-month subscription to Peregrine's software platform. Once the completed subaward agreement is approved, you may initiate the project and request for reimbursement of eligible subaward expenditures. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance. The CITY's obligation under this subaward is subject to the availability of authorized funds. The CITY may terminate the subaward, or any portion of it, without prejudice to any right or remedy of the CITY, for the lack of appropriation of funds.

Thank you for your consideration and assistance with this matter. If you have any questions regarding this subaward notification, please contact Lt. David Putman at Dputman@pd.cityofsacramento.org.

Sincerely,

David Putman, Lieutenant
Sacramento UASI-Director

DP/kp

The Mission of the Sacramento Police Department is to work in partnership with the Community to protect life and property, solve neighborhood problems, and enhance the quality of life in our City.

Reset

CONTRACT #:
CONTRACT NAME: Peregrine Software 12 mo Subscription
CONTRACT PROJECT #: G11016925
DEPARTMENT: Police
DIVISION: Homeland Security

CITY OF SACRAMENTO
SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the **City of Sacramento**, a municipal corporation (the "City"), and **City of Rocklin, a municipal corporation** (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations("CFR"), 2 CFR §200.1, and used in this Agreement) is the:

Grant Program Name	**FY 2022 Homeland Security Grant Program - Urban Area Security Initiative**
FAIN #	**EMW-2025-SS-00098**
CFDA #	**97.067**
Federal Award Date	**September 1, 2025**

This is not a "Research & Development" award as defined in 2 CFR §200.1 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.1 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.1 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.1 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Sacramento Urban Area in the amount of $ **3,734,739**.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward Amount	**$ 63,000**

Period of Performance ("Term")	**10/01/2026 through 3/30/2028**
Subrecipient SAM Unique Entity Identifier	**F9JTDAHKSBX5**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	**City of Sacramento**
Authorized Representative:	**Karina Palacios - Administrative Analyst**
Authorized Department:	**Police**
Address:	**5770 Freeport Blvd., Suite 100**
	Sacramento, CA 95822
Phone:	**916-767-2297**
E-Mail:	**kpalacios@pd.cityofsacramento.org**

Party:	**City of Rocklin**
Authorized Representative:	**Karen Smith - Administrative Analyst**
Authorized Department:	**Police**
Address:	**4080 Rocklin Road**
	Rocklin, CA 95677
Phone:	**916-625-5356**
E-mail:	**karen.smith@rocklin.ca.us**

Formal notices, demands, and communications to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

A. That any liability arising out of the use of the Subaward, and any products or services purchased therefrom, shall be the responsibility of Subrecipient,

governing board or authorized body. City disclaims all liability as to the use of the Subaward, and any products of services purchased therefrom.

B. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.

C. That the official executing this Agreement is authorized to do so.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference:

A. Department of Homeland Security FY 2025 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO");

B. FY 2025 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**);

C. FEMA Information Bulletins ("IB");

D. CalOES 2025 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"),

E. CalOES 2025 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**);

F. CalOES Grant Management Memos ("GMM"); and

G. The cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on http://lwww.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects ("Subrecipient Workbook") (**Exhibit C**). The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects.

Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, which is located in the Subrecipient Workbook, all required supporting documentation and a revised Workbook showing such modification.

Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

C. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the Sacramento Urban Area region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward.

Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.

D. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds:

1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Sacramento Urban Area, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and RescueMutual Aid Plan;
2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and
3. Shall have a Sacramento Urban Area identification decal affixed to it.

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

E. This Subaward is not a "fixed amount award" as such term is defined in 2CFR §200.45. Subrecipient agrees that disbursement of this Subaward toSubrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide

evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form, which is located in the Subrecipient Workbook, along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request").

All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation.

The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than **30** **days** following the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline").

After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the Sacramento Urban Area region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

F. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards,or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress inconnection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C.§1501-1508 and §7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR§200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.E.2. above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to providea drug-free workplace and a drug-free awareness program as outlined insuch Act.

G. Subrecipient shall comply with all Federal statutes relating to non- discrimination,

including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.,* and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.;* 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments.

Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.

K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.

L. Subrecipient shall comply with the provisions set forth in the *Property- Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set

forth in the *Freedom of Information Act* section of the CalOES Assurances.

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.

T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; *(1)Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of1990, (3) Terrorist Financing E.O. 13224, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974,*

and (6) Whistleblower Protections and *Whistleblower Protection Act.*

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;

2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.E).
   CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;

3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.1 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non- Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR §200.1 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements.

Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as setforth in 2 CFR §200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit a Grants Management Assessment Form to the City **(Exhibit D)** to inform the City of potential risks of non-compliance with respect to the terms and conditions of this Subaward.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subawardfunds, Subrecipient shall comply with the regulations set forth in 2 CFR §200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.1).
3. Regulations involving Federally owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.1).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.1).

6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.1). Such requirements include, without limitation:

   a. A reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright;

   b. The rights of the Federal government to data produced under the Subaward;

   c. The applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward; and

d. Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401. Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed

in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non- Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non- Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations.

Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in2 CFR §200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors' access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be

limited to any required record retention period, but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as setforth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.1) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR§200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include thegenders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County of Sacramento and the City of Sacramento, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Sacramento County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the

subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except thatin no event shall any party recover more than once, suffer a penalty or forfeiture,or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law,for injury caused by

a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above- stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

A. Notwithstanding the provisions of §1.4(A) above, pursuant to Government Code Sections 895.4 and 895.6, the Parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all the Requirements and other provisions of thisAgreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338.

Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward.

Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed

under 2 CFR §200.342.

Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339.

In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion ofthe Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may beamended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A	DHS Standard Terms and Conditions CalOES
Exhibit B	CalOES Standard Assurances
Exhibit C	Subrecipient Workbook
Exhibit D	Grants Management Assessment Questionnaire
Exhibit E	Additional Federal Terms
Exhibit F	Equipment Management and Disposition Requirements

SUBRECIPIENT:

City of Rocklin

Subrecipient Name

F9JTDAHKSBX5

SAM Unique Entity Identification Number

Signature of Authorized Person

Print Name and Title

Additional Signature *(if required)*

Print Name and Title

FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at https://www.dhs.gov/publication/dhs-standard-terms-and-conditions.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq*.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

(2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. *CHIPS and Science Act of 2022*, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:

(a) Award number,

(b) Name of PI or Co-PI being reported,

(c) Awardee name,

(d) Awardee address,

(e) AOR name, title, phone, and email address,

(f) Indication of the report type:

(i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.

(ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.

(iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

(3) Definitions.

(a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.

(b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.

(c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.

(d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

(e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. *Civil Rights Act of 1964 – Title VI*

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS

implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. *Civil Rights Act of 1968*

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq*.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

(a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;

(b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;

(c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;

(d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and

(e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

(2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.

(3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq*.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XV. *Energy Policy and Conservation Act*

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq*.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

(a) DEI means "diversity, equity, and inclusion."

(b) DEIA means "diversity, equity, inclusion, and accessibility."

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

(d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and

(ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.

(iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

(4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. *False Claims Act* and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXIV. Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq*.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps

to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq*.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

(a) cybersecurity;

(b) foreign travel security;

(c) research security training; and

(d) export control training, as appropriate.

(2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated

by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

(a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

(2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(i) applying the domestic content procurement preference would be inconsistent with the public interest;

(ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

(b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

(c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

(4) *Definitions*. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

(a) If the recipient fails to comply with the terms and conditions of the federal award;

(b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or

(c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

(3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

(4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

(5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001*, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

FY 2025 Standard Assurances for Cal OES Federal Non-Disaster Preparedness Grant Programs

As the duly authorized representative of the Applicant/Subrecipient, I hereby certify that:

- The Applicant/Subrecipient has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

- The Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

  (a) California Penal Code section 422.6(a);
  (b) California Penal Code section 404.6;
  (c) California Penal Code section 422(a);
  (d) California Civil Code section 52.1;
  (e) 18 U.S.C. § 249;
  (f) 42 U.S.C. § 3631;
  (g) 18 U.S.C. § 247; and
  (h) 18 U.S.C. § 241, 245.

  Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

The requirements outlined in these assurances apply to Applicant/Subrecipient and any of its subrecipients.

Initials _____

FY 2025 Standard Assurances for Cal OES Federal Non-Disaster Preparedness Grant Programs

I further acknowledge that the Applicant/Subrecipient is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal and State Regulations;
(b) Federal Program Notice of Funding Opportunity (NOFO)*;
(c) Federal Preparedness Grants Manual; and
(d) California Supplement to the NOFO.

* All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO are incorporated by reference in the federal award. All applicants/subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with the grant terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Applicants/Subrecipients are encouraged to consult with their counsel prior to signing and submitting these standard assurances to Cal OES when accepting their subaward(s).

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to the period of performance or terms and conditions, Applicant/Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant/Subrecipient acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant/Subrecipient hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant/Subrecipient will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant/Subrecipient and the city council,

Initials _____

governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project, and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant/Subrecipient and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant/Subrecipient is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant/Subrecipient.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant/Subrecipient is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant/Subrecipient certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant/Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant/Subrecipient will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant/Subrecipient agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant/Subrecipient will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant/Subrecipient certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Applicant/Subrecipient is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant/Subrecipient will comply with all state and federal statutes and regulations relating to non- discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity, as well as the Federal Emergency Management Agency's (FEMA) implementing regulations at 44 C.F.R. Part 19 for awards issued by FEMA;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs in any program or activity receiving federal financial assistance;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new

multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(i) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant/Subrecipient must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(j) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(l) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Anti-Discrimination

DHS included the following provisions for FY 2025 grant awards:

Subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

(a) DEI means "diversity, equity, and inclusion."
(b) DEIA means "diversity, equity, inclusion, and accessibility."
(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
(d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
(e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.
By accepting the grant award, subrecipients are certifying that:
(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
(ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.

7. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant/Subrecipient certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

8. Environmental Standards

The Applicant/Subrecipient will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401), which regulates air emissions from stationary and mobile sources;

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(h) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(i) The Endangered Species Act of 1973, (P.L. 93-205);
(j) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(k) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(l) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant/Subrecipient shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

9. Audits

For Applicants/Subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant/Subrecipient will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F, Audit Requirements.

10. Cooperation and Access to Records

The Applicant/Subrecipient must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant/Subrecipient will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant/Subrecipient will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

11. Conflict of Interest

The Applicant/Subrecipient will establish safeguards to prohibit the Applicant/Subrecipient's employees from using their positions for a purpose that constitutes or presents the appearance of
personal or organizational conflict of interest, or personal gain.

12. Financial Management

False Claims for Payment - The Applicant/Subrecipient will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant/Subrecipient shall not submit a false claim for payment, reimbursement, or advance.

13. Reporting - Accountability

The Applicant/Subrecipient agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant/Subrecipient also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

14. Whistleblower Protections

The Applicant/Subrecipient must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2324, 10 U.S.C. § 2409, 41 U.S.C. § 4304 and § 4310, and 41 U.S.C. § 4712 .

15. Human Trafficking

The Applicant/Subrecipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant/Subrecipient or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

16. Labor Standards

The Applicant/Subrecipient will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

17. Worker's Compensation

The Applicant/Subrecipient must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

18. Property-Related

If applicable to the type of project funded by this federal award, the Applicant/Subrecipient will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and
(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

19. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant/Subrecipient will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

20. Use of Cellular Device While Driving is Prohibited

The Applicant/Subrecipient is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

21. California Public Records Act and Freedom of Information Act

The Applicant/Subrecipient acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq.

The Applicant/Subrecipient should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

22. Acknowledgment of Federal Funding from DHS

The Applicant/Subrecipient must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

The Applicant/Subrecipient must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant/Subrecipient collects PII, the Applicant/Subrecipient is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant/Subrecipient may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

25. Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

26. Duplicative Costs

Applicant/Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

The Applicant/Subrecipient must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

The Applicant/Subrecipient is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

The Applicant/Subrecipient must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant/Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

If the Applicant/Subrecipient receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant/Subrecipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

32. Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and

Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

33. SAFECOM

If the Applicant/Subrecipient receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant/Subrecipient must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

The Applicant/Subrecipient must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant/Subrecipient is legally responsible for ensuring compliance with the Order and laws.

35. Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of the Applicant/Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant/Subrecipient must comply with the requirements set forth in the government-wide Award Term and Condition for Subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

The Applicant/Subrecipient must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

The Applicant/Subrecipient must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant/Subrecipient and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant/Subrecipient must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicant/Subrecipients receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. Presidential Executive Orders

DHS included the following provision for FY 2025 grant awards:

The Applicant/Subrecipient must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance) and are incorporated by reference.

41. Limited Waiver of Sovereign Immunity by Federally Recognized California Indian Tribe

Applicant/Subrecipient and any of its subrecipients recognize nothing outlined in these assurances shall be constructed as consent by any federally recognized California Indian tribe to be bound by the laws of the State of California or the laws of the United States to which the federally recognized California Indian tribe is not bound, except as expressly agreed herein. This limited waiver of sovereign immunity shall be strictly construed.

FY 2025 Standard Assurances for Cal OES Federal Non-Disaster Preparedness Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant/Subrecipient recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant/Subrecipient, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant/Subrecipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant/Subrecipient may be ineligible for award of any future grants if Cal OES determines that the Applicant/Subrecipient: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicant/Subrecipients are encouraged to consult with their counsel prior to signing and submitting these standard assurances to Cal OES when accepting their subaward(s).

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant/Subrecipient/Subrecipient. Applicant/Subrecipient/Subrecipient understands that failure to comply with any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicant/Subrecipient/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Applicant/Subrecipient/Subrecipient:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

EQUIPMENT

NOTE: Unauthorized alterations will delay the approval of this request.

Exhibit C

City of Sacramento
Homeland Security Grant Program - Urban Area Security Initiative
FY 2025 Subrecipient Workbook
for
City of Rocklin

Ledger Type	Initial Application
Date	10/1/2026
Request #	

Project No.	Equipment Description (include Quantity)	AEL#	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable/ Shareable	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over $250k	Hold Trigger	Approval Date	Budgeted Cost	Previously Approved Amount	Amount This Request	Reimbursement Request #	Total Approved	Remaining Balance
																	$63,000	$0			$0	$63,000
22	Peregrine Software Project: City of Rocklin This project funds 12 month subscription of Peregrine software to enhance centralized data analysis, intelligence processing, and regional collaboration. The platform integrates disparate data sources, enabling real-time decision-making, streamlined investigations, and improved crime outcomes). It supports real-time crime center workflows, interagency data sharing, and compliance with privacy and security regulations	06CC-04-SADS	Satellite Data Services	UASI	LE	06 - Interoperable Communications Equipment	Shareable	TBD	Peregrine	TBD	NEW - in use	Rocklin, CA	TBD	No	No Hold Indicated	TBD	$63,000	$0	$0		$0	$63,000

AUTHORIZED AGENT

NOTE: Unauthorized alterations will delay the approval of this request.

ALN:	HSGP 97.067

City of Rocklin

Supporting Information for Application, Modification, or Request for Federal Funds

This request is for a/an: **Initial Application**

October 1, 2026 (Beginning Performance Period Date) through **March 30, 2028** (Ending Performance Period Date)

N/A (Request #)

$63,000 (Amount This Request)

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Printed Name of Authorized Agent

Title of Authorized Agent

Signature of Authorized Agent

Date

EXHIBIT E

ADDITIONAL FEDERAL TERMS AND PROVISIONS

1. **Access to Records -** The Contractor agrees to provide the City of Sacramento, the California Office of Emergency Services (CalOES), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
2. **DHS Seal, Logo, and Flags -** Contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
3. **Compliance with Federal Laws, Regulations, and Executive Orders -** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
4. **No Obligation by Federal Government -** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract.
5. **Program Fraud and False or Fraudulent Statements or Related Acts -** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
6. **Debarment and Suspension -** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters. This certification is a material representation of fact relied upon by the Subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
7. **Prohibition on Contracting for Covered Telecommunications Equipment or Services –**
   (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause.
   (b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1) This clause does not prohibit contractors from providing:

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or 24 Contract Provisions Guide

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

EXHIBIT F

SUBAWARD EQUIPMENT MANAGEMENT AND DISPOSITION REQUIREMENTS
(2 CFR § 200.313)

1. Authority. This Exhibit is issued pursuant to 2 CFR Part 200, including but not limited to 2 CFR § 200.313 (Equipment), and applies to all equipment acquired by the Subrecipient.

2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the meanings set forth in 2 CFR § 200.1. For purposes of this Exhibit, "equipment" has the meaning provided in 2 CFR § 200.1.

3. Title and Federal Interest. Unless otherwise provided by statute or specified in writing by the Federal awarding agency or Pass-Through Entity:

A. Title to equipment acquired under this Subaward shall vest in the Subrecipient upon acquisition, subject to the conditions of 2 CFR § 200.313(a).
B. The Federal government retains a continuing Federal interest in such equipment until disposition requirements are satisfied in accordance with 2 CFR § 200.313(e).
C. While the equipment is being used for the originally-authorized purpose, the subrecipient must not dispose of or encumber its title or other interests without the approval of the Federal agency or Pass-Through entity 2 CFR § 200.313(a)(2).

4. Use of Equipment

A. Primary Use. The Subrecipient shall use the equipment for the originally authorized purpose of the Federal award for as long as needed for that purpose, whether or not the project or program continues to be supported by the Federal award, in accordance with 2 CFR § 200.313(c)(1).
B. Priority of Use for Other Federal Activities. When no longer needed for the original purpose, the equipment shall be used in the following order of priority, as applicable, in accordance with 2 CFR § 200.313(c)(2):
    i. Activities under other Federal awards from the same Federal awarding agency; and
    ii. Activities under other Federal awards from other Federal awarding agencies.
C. Non-Federal Use. When the equipment is no longer needed for any Federal purpose, the Subrecipient may use the equipment for non-Federal activities, provided that such use does not interfere with Federal use and that compensation to the Federal government is made when required, consistent with 2 CFR § 200.313(c)(3).

5. Equipment Management Requirements. The Subrecipient shall establish and maintain equipment management systems that meet the minimum standards set forth in 2 CFR § 200.313(d), including but not limited to:

A. Property records that include all information required by 2 CFR § 200.313(d)(1);
B. A control system to safeguard equipment and prevent loss, damage, or theft, with investigation and documentation of any such occurrences, as required by 2 CFR § 200.313(d)(3); and Maintenance procedures to keep equipment in good condition, consistent with 2 CFR § 200.313(d)(4).
    i. Subrecipient must immediately report any equipment that is defective, inoperable, lost/stolen, or transferred to the awarding agency.
C. The equipment must the maintained in operable condition, at the receiving agency's expense, for as long as the agency maintains custody of the equipment.

6. Disposition of Equipment. When equipment acquired under this Subaward is no longer needed for the original purpose or other Federally supported activities, subrecipient must notify the awarding agency immediately and request disposition instructions. Disposition shall be conducted in accordance with 2 CFR § 200.313(e).

7. Pass-Through Entity Oversight. The Subrecipient agrees that the Pass-Through Entity shall have the right to monitor compliance with this Exhibit and 2 CFR § 200.313, including review of equipment records and inventories, as required under 2 CFR § 200.332.

8. Flow-Down. The Subrecipient shall ensure that any lower-tier subawards involving equipment purchased with Federal funds include terms and conditions that are no less restrictive than those set forth in this Exhibit and 2 CFR § 200.313.

9. Conflict and Order of Precedence. In the event of a conflict between this Exhibit and other provisions of the Subaward, this Exhibit shall govern with respect to equipment acquired with Federal funds, unless otherwise required by Federal statute, regulation, or written direction from the Federal awarding agency.

Exhibit D

City of Sacramento

GRANT MANAGEMENT ASSESSMENT QUESTIONNAIRE

ENTITY INFORMATION			
Entity Name	City of Rocklin	Sam.gov UEI #	F9JTDAHKSBX5
Entity Type	Government	*Other:*	
CFDA / FAL # & Title	97.067 FY2023 Homeland Security Grant Program		
Grant Program	Homeland Security Grant Program		
City Grant ID #	G11016925	City Contract #	
Project Title / Descr	Peregrine 12-month Subscription		
Performance Period	10/01/2026 through 03/30/2028		
Subaward Total	$63,000		

As required by 2 CFR §200.331, the City of Sacramento is required to evaluate a subrecipient's risk of non-compliance with federal statutes, regulations, and grant terms and conditions. This assessment is made so that the City can determine and provide an appropriate level of technical assistance, training, and grant monitoring in relation to this subaward.

The following questions are related to the subrecipient's experience with managing federal grant resources. This questionnaire must be completed and returned after execution of the underlying subaward agreement.

SINGLE AUDITS			
1.	Within the last 5 years, has the entity undergone a Single Audit under OMB A-133 or Subpart F of 2 CFR 200?		Yes
2.	Fiscal Year of Most Recent Single Audit Report	Fiscal Year Ending:	
3.	Name of Audit Agency/Firm		
4.	What was the auditor's opinion?		Unmodified
5.	How many findings were there?		
6.	What was the total of questioned costs?		
OTHER AUDITS			
7.	Within the last 5 years, has the entity undergone any other types of audits?		Yes
8.	If "Yes," please select the type of audit:		
a.	Financial Statement Audit		Yes
b.	Defense Contract Agency Audit (DCAA)		Yes
c.	Other:		Yes
9.	Name of Audit Agency/Firm:		

ACCOUNTING		
10.	What type of accounting system does the entity use?	Combo: Auto & Manual
11.	Does the accounting system have the capability to identify the receipt and expenditure of grant awards separately for each grant award?	Yes
12.	Does the accounting system have the capability to record expenditures for each grant award by the budget cost categories shown in the approved budget?	Yes
13.	Does the accounting system have the capability to record cost sharing ("match") separately for each grant award, and maintain documentation to support recorded match or cost share?	Yes
14.	Does the accounting system have the capability to accurately track employees' actual time spent performing work for each grant award, and to accurately allocate charges for employee compensation for each grant award, and maintain records to support the actual time spent and specific allocation of charges associated with each employee?	Yes
POLICIES & PROCEDURES		
15.	Does the entity have written property policies, procedures, and/or guidance that comply with 2 CFR §200.310-200.316?	Yes
16.	Does the entity have written procurement policies, procedures, and/or guidance that comply with 2 CFR §§200.317-200.327?	Yes
17.	Does the entity's written procurement policies, procedures, and/or guidance prevent entering into procurement contracts with entities and individuals suspended or debarred from procurement contracts under federal awards?	Yes
18.	What kind of travel policy does the entity use?	Entity's Policy
19.	Does the entity have written subrecipient policies, procedures and/or guidance that comply with 2 CFR §200.331?	Yes
HIGH RISK STATUS		
20.	Has a federal grant-making agency designated the entity as "High Risk?" (High risk includes any status under which a federal awarding agency provides additional oversight due to the entity's past performance or other programmatic or financial concerns with the entity.) If "Yes", provide an attachment that contains the following for each federal awarding agency that has designated the entity as high risk: • Name of the federal awarding agency • Date the agency notified the entity of the "high risk" designation • Contact information for the "high risk" point of contact (name, phone, and email) • Reason for "high risk" status, as set out by the federal awarding agency	No
PRIOR GRANT EXPERIENCE		
21.	In the last 5 years, has the entity received any grants from the following:	
	a. City of Sacramento If "Yes," please provide a list of past grant awards issued by the City of Sacramento detailing: • Name of the awarding city department • Grant Program Title/Description • Award/Contract Number • Award Year • Award Total	Yes
	b. Other Government	Yes

c.	Non-Profit/Philanthropic Organizations	Yes
d.	None of the Above	Yes

ENTITY CERTIFICATION *(Must be made by the chief executive, executive director, chief financial officer, or other official with the requisite knowledge and authority.)*

On behalf of the applicant entity, I certify to the City of Sacramento that the information provided above is complete and accurate to the best of my knowledge. I am duly authorized and to make this certification on behalf of the entity.

Signature	Date
Title	

Yes

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Peregrine

PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Rocklin Police Department	**Contact:** Chief Rustin Banks
Address: 4080 Rocklin Rd, Rocklin, CA 95677	**Phone:** 916-625-5400
Email: rustin.banks@rocklin.ca.us	**Fax:** N/A

Peregrine Services
Effective Date: October 1, 2025
Initial Term: From the Effective Date through September 30, 2026 ("Initial Term").
Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before June 30, 2025. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of $63,000 annually for the Term as follows: a. **Initial Term:** $63,000 within 30 days of the Effective Date The Customer has the option to continue use of the Service for up to two (2) optional annual terms as follows: b. **Option Year 1:** $63,000 within 30 days of October 1, 2026 c. **Option Year 2:** $63,000 within 30 days of October 1, 2027
Peregrine Services: Peregrine provides a cloud-based SaaS platform designed for law enforcement data integration, analysis, and information sharing. The platform enables agencies to securely consolidate, search, and analyze records from multiple data sources to support investigations, operations, and public safety initiatives. A detailed description of services and deliverables is included in Appendix D.
Users: Customer may allow an unlimited number of employees of the Rocklin Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: Annual enterprise subscription license to the Peregrine SaaS platform. The subscription term is a fixed, non-divisible 12-month license period, commencing upon provisioning of access credentials to the Customer. For purposes of this Agreement, provisioning of access constitutes full delivery and performance of the annual enterprise subscription license. The license fee is earned in full upon provisioning of access. The license is not divisible into monthly, daily, or other increments, and no portion of the license fee will be considered "undelivered" or "unperformed" following access provisioning, regardless of any subsequent termination or cessation of use by Customer.

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Peregrine

August 12, 2025

The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: RIMS CAD and RIMS RMS. The Customer is responsible for any third-party API or data access fees. Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work. For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.
Inspection of Services: For purposes of inspection as referenced in the City of Rockland's Standard Terms and Conditions, attached as Appendix C, the services provided under this annual enterprise subscription license will be deemed delivered upon provisioning of access to the SaaS platform. Inspection is limited solely to verification that access credentials have been provisioned and that Customer may access the platform. No additional rights to inspect, audit, or review Peregrine's software, platform architecture, source code, or internal operations are granted under this Agreement.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "**Terms and Conditions**," and together with this Order Form, the "**Agreement**"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order From, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine

By: Signed by: Nicholas Noone C23E48B6A32B478...

Name: Nicholas Noone

Title: President & CEO

Date Signed: 10/3/2025 | 9:05 AM PDT

Customer

By: Signed by: Aly Zimmermann F29E9749AAD9403...

Name: Aly Zimmermann

Title: City Manager

Date Signed: 10/6/2025 | 10:03 PM PDT

Attest: Signed by: Arista Singh 88A95AD69CB047E...

Name: 10/6/2025 | 10:53 PM PDT

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Peregrine

August 12, 2025

Approved as to Form Office of the City Attorney

By: Signed by: Crystal Hodgson C832E6B7CE22470...

Name: Crystal Hodgson

Title: Assistant City Attorney

Date Signed: 10/6/2025 | 9:32 AM PDT

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Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to Rocklin Police Department ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"**Aggregated Data**" has the meaning specified in Section 6.1.

"**CJIS Security Policy**" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"**Client-Side Software**" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"**Criminal Justice Information Services Division**" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"**Customer Data**" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

"**Documentation**" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"Professional Services" has the meaning specified in Section 2.2.

"**Service**" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"**Third Party Data**" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**Third Party Products**" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"**Users**" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

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2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support togf Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a

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security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d)_ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create

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derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. **Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology** "means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no

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license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <https://peregrine.io/privacy-policy/>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential

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Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or

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portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products . If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. **THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.**

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED $200,000 IN THE AGGREGATE FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT AND ANY AND ALL OTHER AGREEMENTS BETWEEN CONTRACTOR AND THE CITY OF ROCKLIN.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data

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in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. **Insurance**. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance. In addition, without limiting any of the obligations or liabilities of Consultant, Consultant shall carry Cyber and Privacy Liability Insurance, applicable to the services/work being performed, with limits of not less than $2 million per occurrence, $2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as Appendix B: Provisions for California Public Entities , and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the

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attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Placer County, CA or in the United States District Court for the Eastern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

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Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than $100,000.

Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine 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, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

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Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

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Appendix C: City of Rocklin Terms and Conditions of Purchase

CITY OF ROCKLIN
TERMS AND CONDITIONS OF PURCHASE

ARTICLE I – The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order to the extent of specifying the nature of the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE II – INSPECTION. The Materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by City at all times and places. If, prior to final acceptance, and materials, supplies or services are found to be defective or not as specified, City may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and in addition to any costs for which Seller may become liable to City under other provisions of this order, shall reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance, and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE III – CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of City. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE IV – TERMINATION.

A. City may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. City shall pay Seller as full compensation for performance until such termination: (1) the unit or pro date order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by City, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.

B. City may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the material or supplies or perform the services within the time specified or any written extension thereof. In such event, City may purchase or otherwise secure materials, supplies or services and except as otherwise provided herein, Seller shall be liable to City for any excess costs occasioned City thereby. If, after notice of termination for default, City determines that the Seller was not in default or that the failure to perform this order is due to causes beyond control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of City, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

C. If City determines that Seller had been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, City may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; and if such delay is due to failure of City, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

D. The rights and remedies of City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

E. As used in this Article, the Word "Seller" includes Seller and his subsuppliers at any tier.

F. Supplier acknowledges that City may terminate this agreement pursuant to this Article should funds not be appropriated by its governing body to continue services under this agreement.

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ARTICLE V – TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to City at the f.o.b. point shown, subject to the right of City to reject upon inspection.

ARTICLE VI – PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoice must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

ARTICLE VII – WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to City by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the City.

ARTICLE VIII – PATENT INDEMNITY. Seller shall indemnify City, its officers, agents, and employees against liability, including cost, for infringement of Letters Patent resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order or to any parts, components, practices, or methods as to which Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by City of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

ARTICLE IX – DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for City's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE X – ASSIGNMENT. This order is assignable by City. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of City.

ARTICLE XI – AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principles set forth in the Executive Orders 11246 and 11375, and to undertake specifically; to maintain employment policies and practices that affirmatively promote equality or opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruiting services, and the minority community at large; to provide the City or request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with the City his policies and practices relating to his affirmative action program.

ARTICLE XII – FAIR EMPLOYMENT PRACTICES. If this order is for an amount of $10,000 or more, Seller agrees to comply with the provisions of the California Fair Employment Practice Act and to include the provisions of the Act in any first tier subcontract into which Seller may enter in connection with performance pursuant to this order so that such provisions will be binding upon each subcontractor.

ARTICLE XIII – OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE XIV – This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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Appendix D: Scope & Description of the Peregrine Service Applications

The Peregrine platform (the "Service," "Peregrine"), is a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from ROCKLIN POLICE DEPARTMENT (RPD)-defined data sources. Under this scope of work, Peregrine will integrate data from the following RPD sources:

- RIMS CAD and RIMS RMS

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives. Additionally, this scope of work allows for an unlimited number of users from RPD to access and utilize Peregrine.

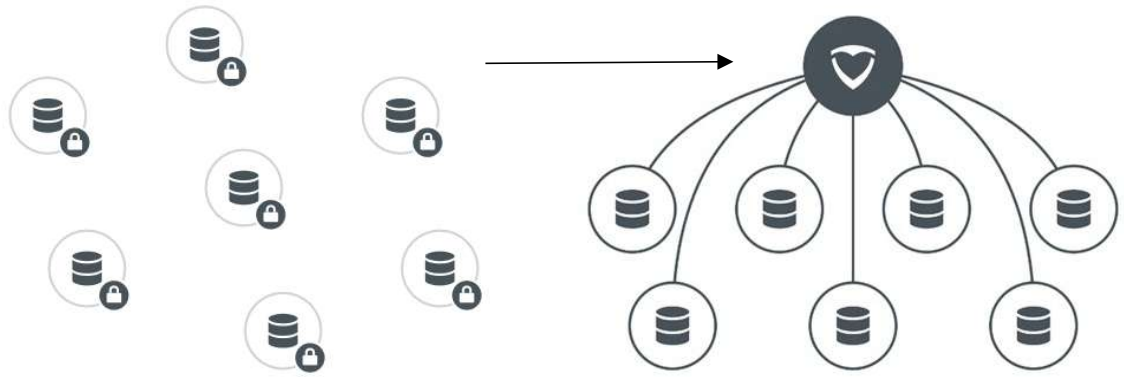
The platform performs several critical functions including data integration, search and information retrieval, advanced analytics, data management, reporting, data exchange and sharing, access control, audit logging, and security.

The Peregrine platform provides an efficient method for turning large amounts of raw data into actionable information. Peregrine does not provide nor create new data for its customers—our platform integrates existing data and makes it available to end users in a decision-ready state.

DATA INTEGRATION & MODELING

The RPD has volumes of valuable data, but that value cannot be unlocked because data is scattered across separate systems, siloed in ways that prevent it from being understood and analyzed together. The Peregrine platform is built to rapidly integrate, clean, transform, and model large amounts of raw data from disparate systems and continuously surface actionable information while reducing manual processing needs.

Peregrine Unlocks Data Sources by Integrating Them into a Single, Secure Platform



Docusign Envelope ID: 433112E9-6AEE-43F9-A3E4-5563716AD9A9

The platform securely integrates data in near-real time to ensure that users have the most current and reliable information when and where they need it. As data flows into the platform, granular security controls, retention policies, and changes from underlying systems are continuously monitored and applied.



As soon as data enters the platform, it is mapped to an agency-specific data model that is molded to the unique operations of the RPD. This data model provides a dynamic representation of all data – entities, locations, events, and the links between them. Harmonizing multi-source data into one data model allows users to smoothly analyze data without requiring a technical understanding of the underlying source systems themselves.

The data model is a dynamic layer of the Peregrine platform, one that can evolve and adapt in response to changes in the RPD's underlying data systems, even as those systems are upgraded or swapped out.

SEARCH & INFORMATION RETRIEVAL



Once data is integrated into the Peregrine platform, it is immediately accessible through front-end applications. Personnel can easily search for data and filter based on criteria relevant for their investigations, analysis, or other workflow. The Peregrine platform is intuitive to use, allowing personnel of varying technical abilities, skillsets, and functions to surface information that is relevant to them and streamline their unique search workflows.

The platform is designed to be walk-up usable; new users of the platform can immediately surface, analyze, and action data by navigating the platform's intuitive user interface and applications. These users have multiple ways to surface and view relevant information, allowing them flexibility to approach questions and decisions in ways that best suit them. These features mean that users arrive at answers more quickly and with greater accuracy, saving time and effort.

EXPLORATION, VISUALIZATION, & REPORTING TOOLS

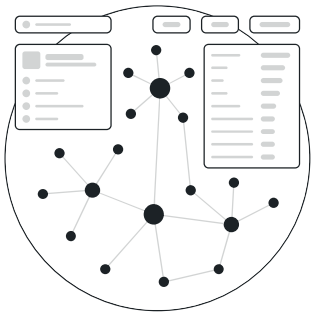
The Peregrine platform provides a powerful suite of tools for the exploration, visualization, and reporting of data. These tools enable personnel to create dynamic data products and reports—such as interactive maps, network graphs, and dashboards—that automatically update as new data flows into the platform. Personnel can smoothly move data between analytical tools, viewing the same data in different modalities without having to log into different systems or applications. The following subsections provide more information regarding these analysis tools.



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Geospatial Analysis Tool. To better understand geographical assets, events, and trends, the Peregrine platform includes an interactive Map application. The Map allows users to conduct visually intuitive geographical analysis on all agency data, both historical and in real-time. Users can surface trends, make connections, filter to areas of interest, drill into specific events, particular time periods, and add new layers of relevance on top as needed. The Map is designed for next-generation geographic contextual and situational awareness, allowing users to explore and answer specific questions with the most relevant data. The Map is intuitive for all personnel whether they are consuming pre-built analyses, conducting ad-hoc searches, or creating complex geospatial products from scratch.





Link Chart Analysis Tool. The platform's Link Chart aids in the discovery and visualization of connections between otherwise disconnected data. The Link Chart allows users to discover links between people, places, entities, and events across one or multiple degrees of separation. Peregrine's platform also automatically extracts links from both structured and unstructured data to illuminate connections between people, places, events, documents, and media data without requiring manual processing. For example, an address written in narrative form within a scanned document can be automatically linked to a person living at that address or to a vehicle registered there.

Reports & Dashboards. The platform's report and dashboard applications provide configurable, real-time executive summaries to inform situational awareness, statistical analysis, and decision making. Reports and dashboards are configurable to meet the unique needs and visual preferences of individual users. All reports and dashboards are directly connected to real-time data feeds, empowering users to drill down from high-level summary information to the most granular context with a single click. Once a user creates a dashboard, they can continue to use it indefinitely—and share it as needed.



Temporal Analysis Tool. By centralizing data—and all associated metadata—from data systems, users can understand and surface trends over time. Through an intuitive interface, users can analyze how, e.g., calls for service or types of incidents vary by day of week and time of day. Peregrine supports robust search and query capabilities at the day of week and hour of day level, enabling users to conduct analysis over specific units, in specific shifts, at specific locations. As a result, organization can make more informed, data-backed resourcing decisions to more effectively meet mission outcomes.

Real-Time Alerting. With all data centrally located, users can receive real-time notification on new data from any source system. The Peregrine platform's alerting technology can notify specific users if a pre-defined data entity was added or removed, viewed, downloaded, renamed, or shared. This includes geo-fenced areas or user-defined polygons. For instance, if a neighborhood is experiencing a trend in a type of crime, a Peregrine user can create an alert through the platform's "follow" feature. If another similar crime occurs in the defined area, a real-time notification will be sent to all users following this alert via email, SMS, or both.

Mobile Application.

The Peregrine Mobile application has many of the same capabilities as our web-based platform and includes the ability to: search across siloed data systems; rapidly visualize and analyze data with a variety of analytical tools (maps, tables, etc.), and send information between personnel and teams, and configure custom alerts. Peregrine's Mobile application is protected through two-factor authentication, including biometric authentication, and all data

Docusign Envelope ID: 433112E9-6AEE-43F9-A3E4-5563716AD9A9

in the application is fully secured and encrypted to ensure CJIS compliance. This Mobile application is available on both iOS and Android devices.

Permission-based Collaboration & Sharing

The Peregrine platform provides features for secure collaboration and sharing that will enable the RPD to build deeper, trusting partnerships with local and regional stakeholders, including with City leadership and the broader community. The platform's granular access and usage control capabilities prevent unauthorized or inappropriate use or sharing of sensitive data while allowing agencies and departments to share information with their partners in a deliberate, precise, and auditable manner.

Collaboration in the Peregrine platform extends beyond simple data sharing; it also allows for multiple users to work within the same application at the same time across multiple devices and locations. The platform's collaboration features compound the value of users' work by dynamically connecting them in real time with other users who are working with or interested in the same data. In this way, the Peregrine platform generates opportunities for users to improve the quality and speed of their answers by connecting them to users who are asking the same question.

Peregrine's collaboration features will allow RPD users to share information available in Peregrine with authorized external users (e.g., other neighboring law enforcement agencies) even if those users' organizations do not have their own Peregrine software licenses.

Docusign Envelope ID: 433112E9-6AEE-43F9-A3E4-5563716AD9A9

Implementation and Delivery Methodology

Peregrine engages with our customer via fixed-price, annual licenses. A Customer's license includes all needed implementation and delivery support to achieve project objectives.

Implementation team. Peregrine implementation teams consist of software engineering, product development, human-centered design, user engagement, and training experts. The Peregrine implementation team will provide the Customer continuous support and collaborate closely with the Customer to provide use case development, data modeling, data integration, training curriculums, use case / workflow development, and continuous support. This team is committed to ensure that the Peregrine platform is quickly deployed, securely configured, and adopted for its intended purpose.

Solution Timeline & Implementation Model. Each Peregrine platform implementation consists of four steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within 90 days.*

Milestone	Delivery	Deliverable
1 – Kickoff and Scoping	Week 2	1. Determine priority order of data integrations and user groups 2. Facilitate Peregrine team access to data sources and initial users 3. Set up project team and steering committee
2 – Data Integration, Data Modeling, and User Discovery	Month 1	1. Deploy the Peregrine platform 2. Ingest, integrate, transform, model, and validate data sources 3. Configure permission controls 4. Introduce platform to the first set of users 5. Conduct 45-day steering committee review
3 – Real-time Workflows and Analytics	Month 2	1. Initiate user training 2. Develop and implement user and team-specific workflows
4 – Operationalization and Next Steps	Month 3	1. Continue collecting feedback and improve user workflows 2. Validate work based on actionable results 3. Identify next steps 4. Conduct 90-day steering committee review (quarterly thereafter)

** Integration timelines provided are from date of access to relevant networks and data sources.*

Peregrine's implementation team will work with RPD to get access to appropriate networks and data sources in a timely manner and requires support from the Customer to facilitate such access.

Required Assistance from Customer IT. Under this scope of work, Peregrine will be integrating sources of information that are hosted on premises within RPD's network and sources that are third-party, cloud hosted systems. Peregrine requests the following support from RPD IT. The methods outlined below are Peregrine's preferred methods of connecting to relevant networks and systems. Should any of those methods be unavailable, Peregrine will work with RPD IT to determine the most efficient and effective methods to allow for data access.

- Enable access to RPD's network by, among other things, enabling an IPSec tunnel that enables Peregrine's access to necessary systems hosted within RPD's network;
- enable access to RPD's identity and access management (IDAM) solution in order to enable synchronization with RPD's login credentials;
- provide read-only accounts to all in-scope RPD-managed and hosted systems (e.g., RMS, CAD)

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- provide or facilitate the provision to accounts to all in-scope third-party managed and hosted systems (e.g., Evidence.com, Flock)

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Support Methodology

Peregrine provides ongoing support to the Customer on a 24x7x365 basis as part of the annual term license. The Peregrine platform includes an integrated support feature by which users can file support issues or ask questions. Additionally, self-help user guides are available in the Peregrine Knowledge Base, designed to answer frequently asked questions and provide walk through guides of common workflows.

System Availability

During any calendar month, the Peregrine system shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the system, provided that Peregrine is not responsible for any downtime of the applications or software caused by third party data services (e.g., RMS databases). Peregrine shall provide prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the system, as well as periodic updates during the unscheduled downtime regarding Peregrine's progress in remedying the unavailability and the estimated time at which the system shall be available.

Issue Response and Resolution

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix	Status Updates
1	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

- **"Severity level 1 error"** means any system error that, for fifty percent (50%) or more of RPD's users, renders the system or any material portion of the system inoperative, or materially impairs use of the system in a production environment.
- **"Severity level 2 error"** means any system error that, for fifty percent (50%) or more of RPD's users, substantially impairs use of one or more features or functions of the system.
- **"Severity level 3 error"** means any system error that, for fifty percent (50%) or more of RPD's users, has a minimal impact on the performance or operation of the system.

RESOLUTION NO. 2025-197

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBAWARDEE GRANT AGREEMENTS WITH THE CITY OF SACRAMENTO ACCEPTING THE TERMS AND SUBAWARD OF THE 2024 HOMELAND SECURITY GRANT PROGRAM URBAN AREAS SECURITY INITIATIVE

WHEREAS, on or about September 1, 2024 the City of Sacramento was awarded two million eight hundred twenty thousand six hundred seventy-two dollars ($2,820,672) of which sixty-three thousand dollars ($63,000) will be subawarded to the City of Rocklin Police Department; and

WHEREAS, this subaward will be used to purchase one year of Peregrine Technologies, Inc. software effective October 1, 2025 through October 1, 2026; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) require the City of Rocklin's City Council to adopt a resolution supporting the application and the proposed Grant Activities and identify the individual who is authorized to execute this Agreement; and

WHEREAS, the City of Sacramento Notification of Subrecipient Subaward Approval is attached hereto as Exhibit A; and

WHEREAS, the City of Sacramento Subaward Agreement is attached hereto as Exhibit B; and

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

Section 1. The City Council of the City of Rocklin hereby approves of and authorizes the City Manager to execute the Subaward Grant Agreement and to sign any and all other forms and documents and take all related actions required by the awarding agency and terms and conditions of the Grant, in order to obtain and manage use of the Grant funds and to otherwise take actions reasonably necessary to accept the terms and award of the 2024 Homeland Security Grant Program UASI described herein.

Section 2. The City Council approves and authorizes the City Manager to execute a contract in amount of $63,000 to purchase software from Peregrine Technologies, Inc. (Exhibit D Agreement).

Section 3. In accordance with Section two (2) herein, the City Manager is authorized to increase the revenue and expenditure budgets by up to $63,000 in the Police Department's Operating Budget within the Traffic Safety and Police Grants Fund (Fund 244) to implement and administer the grant.

PASSED AND ADOPTED this 9th day of September, 2025, by the following vote:

AYES:	Councilmembers: Bass, Broadway, Gayaldo, Halldin, Janda
NOES:	None
ABSENT:	None
ABSTAIN:	None

Jill Gayaldo, Mayor

ATTEST:

Avinta Singh, City Clerk

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBAWARDEE GRANT AGREEMENT WITH THE CITY OF SACRAMENTO ACCEPTING THE TERMS AND SUBAWARD OF THE 2025 HOMELAND SECURITY GRANT PROGRAM URBAN AREA SECURITY INITIATIVE

WHEREAS, on or about September 16, 2026 the City of Sacramento was awarded three million seven hundred thirty-four thousand seven hundred thirty-nine dollars ($3,734,739) of which sixty-three thousand dollars ($63,000) will be subawarded to the City of Rocklin Police Department; and

WHEREAS, this subaward will be used to purchase a 12-month subscription of Peregrine Technologies, Inc. software effective October 1, 2026 through September 30, 2027; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) require the City of Rocklin's City Council to adopt a resolution supporting the application and the proposed Grant Activities and identify the individual who is authorized to execute this Agreement; and

WHEREAS, the City of Sacramento Notification of Subrecipient Subaward Approval is attached hereto as Exhibit A; and

WHEREAS, the City of Sacramento Subaward Agreement is attached hereto as Exhibit B; and

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

Section 1. The City Council of the City of Rocklin hereby approves of and authorizes the City Manager to execute the Subaward Grant Agreement in substantially the form attached hereto as Exhibit B and to sign any and all other forms and documents and take all related actions required by the awarding agency and terms and conditions of the Grant, in order to obtain and manage use of the Grant funds and to otherwise take actions reasonably necessary to accept the terms and award of the 2025 Homeland Security Grant Program UASI described herein.

Section 2. The City Council approves and authorizes the City Manager, or her designee, to authorize payment to purchase a second year of the software subscription with Peregrine Technologies, Inc., under the existing Agreement

with Peregrine, for $63,000 (Exhibit D Agreement), with a retroactive effective date of October 1, 2026.

Section 3. In accordance with Section 2 herein, the City Manager is authorized to increase the revenue and expenditure budgets by up to $63,000 in the Police Department's Operating Budget within the Traffic Safety and Police Grants Fund (Fund 244) to implement and administer the grant.

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Replacement of End of Service Life Police Vehicles

Date: October 13, 2026

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Six (6) 2027 Chevrolet Tahoe Vehicles and Authorizing the City Manager to Purchase the Vehicles.

Background:
As part of the City's regular budget process, staff evaluates the City's vehicle fleet to identify units that have reached, or are approaching, the end of their service life and require replacement. Based on this evaluation, vehicle replacements are identified and funding is allocated through the adopted budget.

Six (6) 2027 Chevrolet Tahoe vehicles have been identified for replacement and funding has been included in the Fiscal Year (FY) 2026/27 Operating Budget. The six vehicles will replace:

- Two (2) Supervisor Vehicles
- Four (4) Patrol Vehicles

Pursuant to Rocklin Municipal Code Section 3.04.090 (C) and (D), the City is authorized to enter into cooperative purchasing agreements with other governmental agencies without undergoing a separate competitive bidding process. The State of California's cooperative purchasing program provides public agencies access to competitively bid and publicly solicited contracts. Utilizing these contracts allows the City to leverage competitively established pricing and terms, reduce the administrative costs associated with conducting a separate solicitation, and avoid duplicating a competitively procurement process already completed by another public agency while maintaining compliance with the City's purchasing requirements.

Under California Contract No. 1-22-23-23D, Winner Chevrolet, Inc. (Elk Grove) has issued quotes for the vehicles listed above (Attachment 2), totaling $356,432.31. Staff recommends the City Council authorize the purchase of the six (6) vehicles from Winner Chevrolet in an amount not to exceed $356,432.31, in accordance with the terms of the referenced state contract (Attachment 3).

Fiscal Impact:
Sufficient funds are budgeted and available in the FY 2026/27 Operating Budget within the Vehicle Fleet Management Fund (Fund 500) and the General Fund (Fund 100) to support the proposed purchases.

ATTACHMENTS:
1. Resolution
2. Winner Chevrolet Inc. Vehicle Quotes
3. California Contract No. 1-22-23-23D

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE PURCHASE OF SIX (6) CHEVROLET 2027 CHEVROLET TAHOE VEHICLES FROM WINNER CHEVROLET AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLES

WHEREAS, recently six (6) Police Chevrolet Tahoe vehicles have been identified for replacement: four (4) police patrol vehicles and two (2) police supervisor vehicles; and

WHEREAS, a contract through the State of California that meets the specifications for the vehicle replacement and determined that it is in the City's best interest to purchase the equipment/vehicles from Winner Chevrolet using the California State Contract #1-22-23-23D that provides member government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services; and

WHEREAS, pursuant to Rocklin Municipal Code Section 3.04.090(C) and (D), the City is authorized to enter into cooperative purchasing and/or piggyback purchasing without undergoing a separate competitive bidding process; and

WHEREAS, sufficient funds available in the FY 2026/27 Operating Budget within the City's Vehicle Fleet Management Fund (Fund 500) and the General Fund (Fund 100) for these purchases.

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

Section 1. The City Council hereby authorizes the purchase of six (6) 2027 Chevrolet Tahoe vehicles from Winner Chevrolet, Inc. in an amount not to exceed $356,432.31, pursuant to California State Contract No. 1-22-23-23D.

Section 2. The City Manager is hereby authorized and directed to execute all necessary documents to complete the purchase on behalf of the City.

PASSED AND ADOPTED this 13th day of October 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916)509-8598 - Desk
(916)792-3672 - Cell

TO: Matt McClure
City of Rocklin
4081 Alvis Court
Rocklin, CA 95677

(916) 871-6909

DATE July 26, 2026
Quotation # 4877
FAN # 817209

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.

State Contract # 1-22-23-23D

Description	AMOUNT
Line #3 2026 Chevy Tahoe 4X4	$ 57,300.00
Options (Refer to Window Sticker) No Spotlights	$ 1,107.00
Upgrade to 2027	$ 1,533.00
2WD PPV Credit	$ (5,500.00)
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 54,440.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 54,525.00
Tax Rate(Subject to change): 7.250%	$ 3,953.06
Tire Fee:	$8.75
Fuel	
Delivery Charge:	$200.00
Total:	**$ 58,686.81**
Grand Total	$ 58,686.81

_____
(Order Acknowledgment Signature) **(Date)**

CA Tire Fee: $1.75 / Per Tire

QTY	1

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at Avillareal@knightelkgrove.com or Avillareal@lasherauto.com

THANK YOU FOR YOUR BUSINESS!

Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12)

Prepared By
Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
916-509-8598-Desk
916-792-3672-Cell
avillareal@lasherauto.com

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 29106. Data Updated: Jul 26, 2026 1:45:00 AM UTC.

Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

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Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.***TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. ******IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
(916)509-8598
avillareal@lasherauto.com

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Winner Chevrolet / Elk Grove Auto Group
Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CC10706	[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police		
	OPTIONS		
1FL	Commercial Preferred Equipment Group		$0.00
5T5	Seats, front cloth and second row vinyl		$0.00
6E2	Fleet Calibration		$50.00
6N5	Switches, rear window inoperative		$75.00
6N6	Door locks and handles, inside rear doors inoperative		$62.00
AU7	Key common, fleet	Inc.	
C6C	GVWR, 7400 lbs. (3357 kg)		$0.00
CTB	Intersection Automatic Emergency Braking	Inc.	
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.	
GBA	Black		$0.00
GU5	Rear axle, 3.23 ratio		$0.00
H1T	Jet Black, Cloth seat trim		$0.00
L84	Engine, 5.3L EcoTec3 V8		$0.00
MHU	Transmission, 10-speed automatic		$0.00
PQA	1FL Safety Package		$825.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel		$0.00
TQ5	IntelliBeam, automatic high beam on/off	Inc.	
UEU	Forward Collision Alert	Inc.	
UFB	Rear Cross Traffic Braking	Inc.	

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)

UHY	Automatic Emergency Braking	Inc.	
UKI	Blind Zone Steering Assist	Inc.	
UKM	Lane Keep Assist	Inc.	
UKT	Front Pedestrian and Bicyclist Braking	Inc.	
UN9	Radio Suppression Package, with ground straps		$95.00
UOW	Side Bicyclist Alert	Inc.	
URW	Audio system, 17.7" diagonal advanced color LCD display		$0.00
VK3	License plate front mounting package		$0.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		$0.00
VQ2	Fleet Processing Option		$0.00
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit		$0.00
YF5	Emissions, California state requirements		$0.00
Z56	Suspension Package, heavy-duty, police-rated.		$0.00

FUEL ECONOMY

Est City:14 MPG

Est Highway:18 MPG

Est Highway Cruising Range:432.00 mi

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Winner Chevrolet / Elk Grove Auto Group
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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)

Standard Equipment

Package	
	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, deletes side doors and liftgate nameplate badging, and (ATD) third row seat delete)
	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense
Mechanical	
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul
	Rear axle, 3.23 ratio
	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar
	GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Differential, mechanical limited-slip
	Rear wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Cooling system, extra capacity
	Battery, 900 cold-cranking amps with 95 amp hour rating
	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel)
	Alternator, 250 amps

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Mechanical	
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Hitch Guidance
	Recovery hooks, 2 front, frame-mounted, Black (Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)
	Skid plate, front
	Steering, power
	Brake system, heavy duty with front Brembo calipers and 16" front rotors
	Capless Fuel Fill
	Exhaust, single system, single-outlet
	Mechanical Jack with tools
	Ground wires, blunt cut cargo area and blunt cut console area
	Wiring provision, for outside mirrors and cargo side mirrors
	Flasher system, headlamp and taillamp, DRL compatible with control wire
	Calibration, taillamp flasher, Red/White
	Calibration, taillamp flasher, Red/Red
Exterior	
	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD)
	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD)
	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap
	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Fascia, front high-approach angle with recovery hook openings, but does not include hooks
	Luggage rack side rails, delete
	Assist steps, Black
	Headlamps, LED
	Tail lamps, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated

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Exterior	
	Glass, windshield shade band
	Windshield, solar absorbing
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Exterior ornamentation delete (front & rear Chevrolet bowties will remain)
	Door handles, body-color
	Liftgate, rear manual
Entertainment	
	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)
	Audio system feature, 6-speaker system
	Bluetooth for phone personal cell phone connectivity to vehicle audio system
	5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
	Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
	SiriusXM, delete
	Wireless Apple CarPlay/Wireless Android Auto
Interior	
	Seats, front 40/20/40 split-bench (STD)
	Seat trim, cloth
	Seat adjuster, driver 8-way power
	Seat adjuster, front passenger 6-way power
	Seat adjuster, driver 2-way power lumbar
	Seat adjuster, front passenger 2-way power lumbar
	Seats, second row 60/40 split-folding bench, manual
	Seat delete, third row passenger (Deletes rear storage compartment.)
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical
	Steering column, manual tilt and telescopic

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Interior	
	Steering wheel, vinyl
	Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
	Speedometer calibration
	Driver Information Center, 11" diagonal multi-color digital display
	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer
	Door locks, power programmable with lockout protection. Auto Lockout is disabled on driver door.
	Keyless Open includes extended range Remote Keyless Entry
	Key, unique (Deleted when (AU7) fleet common key is ordered.
	Remote start
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down
	Cruise control, electronic with set and resume speed
	Universal Vehicle Module
	Theft-deterrent system, electrical, unauthorized entry
	Theft-deterrent system, vehicle, PASS-Key III
	Display, automatic occupant sensing
	USB ports, 2 type-A and C, charge and data, located on front console
	USB ports, 2 type-C, charge-only, located in third row
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area (NOTE: When ordered with (9C1) Police Package or (5W4) Special Service Package, the location of the outlets will change from the rear of the center console to the rear of the center seat.)
	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness
	Power supply, 100-amp, auxiliary battery, rear electrical center
	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring
	Mirror, inside rearview manual day/night

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Interior	
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
	Calibration, Surveillance Mode interior lighting
	Lock control, driver side auto door lock disable
Safety-Mechanical	
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Interior	
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Seat belts, 3-point, all seating positions
	Active Hill Hold Assist
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	HD Surround Vision
	Rear Camera Washer
	Rear Pedestrian Alert
	Rear Parking Assist
	Rear Seat Reminder
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

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Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	3700 lbs
Rear Gross Axle Weight Rating:	4300 lbs
Gross Vehicle Weight Rating:	7400.00 lbs

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Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MHS
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.14
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	18 MPG	Cruising Range - City	336.00 mi
EPA Fuel Economy Est - City	14 MPG	Fuel Economy Est-Combined	16 MPG
Cruising Range - Hwy	432.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	850	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	250

Cooling System

Total Cooling System Capacity	N/A

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Powertrain

Traction Battery

Usable/net Traction Battery Capacity (kWh)	N/A	Gross Traction Battery Capacity (kWh)	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

Vehicle

Rear Door Type	Liftgate

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3700 lbs
Gross Axle Wt Rating - Rear	4300 lbs	Curb Weight - Front	2715 lbs
Curb Weight - Rear	2668 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	985.00 lbs
Reserve Axle Capacity - Rear	1632.00 lbs	As Spec'd Curb Weight	5383.00 lbs
As Spec'd Payload	2017.00 lbs	Maximum Payload Capacity	2017.00 lbs
Gross Combined Wt Rating	14000 lbs	Gross Axle Weight Rating	8000.00 lbs
Curb Weight	5383.00 lbs	Reserve Axle Capacity	2617.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7400.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	7900 lbs	Wt Distributing Hitch - Max Tongue Wt.	790 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	8400 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A

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Chassis

Frame

Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XCS	Rear Tire Order Code	XCS
Spare Tire Order Code	RAV	Front Tire Size	275/55R20SL
Rear Tire Size	275/55R20SL	Spare Tire Size	P275/55R20
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	20 x 9 in	Rear Wheel Size	20 x 9 in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	16.6:1	Steering Ratio (:1), At Lock	3.26
Turning Diameter - Curb to Curb	39.5 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel

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Chassis

Brakes

Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.2 in
Rear Brake Rotor Diam x Thickness	13.6 x 1.0 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	42.3 in
Front Leg Room	44.5 in	Front Shoulder Room	65.6 in
Front Hip Room	61.5 in	Second Head Room	38.9 in
Second Leg Room	42.0 in	Second Shoulder Room	64.6 in
Second Hip Room	61.3 in	Third Head Room	38.2 in
Third Leg Room	34.9 in	Third Shoulder Room	62.7 in
Third Hip Room	49.4 in		

Exterior Dimensions

Wheelbase	120.9 in	Length, Overall w/rear bumper	N/A
Length, Overall	211.3 in	Width, Max w/o mirrors	81 in
Height, Overall	N/A	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A
Side Door Opening Height	N/A	Side Door Opening Width	N/A

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Dimensions

Exterior Dimensions

Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	N/A
Cargo Area Length @ Floor to Seat 2	N/A	Cargo Area Length @ Floor to Seat 3	N/A
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	49.5 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	N/A	Cargo Volume to Seat 1	122.7 ft³
Cargo Volume to Seat 2	72.5 ft³	Cargo Volume to Seat 3	25.5 ft³
Cargo Volume to Seat 4	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors

Side Door Type	N/A

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Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916)509-8598 - Desk
(916)792-3672 - Cell

TO: Matt McClure
City of Rocklin
4081 Alvis Court
Rocklin, CA 95677

(916) 871-6909

DATE July 29, 2026
Quotation # 4878
FAN # 817209

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.

State Contract # 1-22-23-23D

Description	AMOUNT
Line #3 2026 Chevy Tahoe 4X4	$ 57,300.00
Options (Refer to Window Sticker)	$ 2,447.00
Upgrade to 2027	$ 1,533.00
2WD PPV Credit	$ (5,500.00)
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	

	Subtotal	$ 55,780.00
	DOC Fee	$ 85.00
(Order Acknowledgment Signature) **(Date)**	**Taxable Subtotal:**	$ 55,865.00
Tax Rate(Subject to change):	7.250%	$ 4,050.21
CA Tire Fee: $1.75 / Per Tire	**Tire Fee:**	$8.75
	Fuel	
	Delivery Charge:	$200.00
	Total:	**$ 60,123.96**
QTY **1**	**Grand Total**	$ 60,123.96

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at Avillareal@knightelkgrove.com or Avillareal@lasherauto.com

THANK YOU FOR YOUR BUSINESS!

Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12)

Prepared By
Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
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- Dealership Information
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Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.***TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. ******IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CC10706	[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police		
	OPTIONS		
1FL	Commercial Preferred Equipment Group		$0.00
5T5	Seats, front cloth and second row vinyl		$0.00
6E2	Fleet Calibration		$50.00
6N5	Switches, rear window inoperative		$75.00
6N6	Door locks and handles, inside rear doors inoperative		$62.00
7X2	Spotlamps, left- and right-hand		$1,340.00
AU7	Key common, fleet	Inc.	
C6C	GVWR, 7400 lbs. (3357 kg)		$0.00
CTB	Intersection Automatic Emergency Braking	Inc.	
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.	
GBA	Black		$0.00
GU5	Rear axle, 3.23 ratio		$0.00
H1T	Jet Black, Cloth seat trim		$0.00
L84	Engine, 5.3L EcoTec3 V8		$0.00
MHU	Transmission, 10-speed automatic		$0.00
PQA	1FL Safety Package		$825.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel		$0.00
TQ5	IntelliBeam, automatic high beam on/off	Inc.	
UEU	Forward Collision Alert	Inc.	

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UFB	Rear Cross Traffic Braking	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKI	Blind Zone Steering Assist	Inc.	
UKM	Lane Keep Assist	Inc.	
UKT	Front Pedestrian and Bicyclist Braking	Inc.	
UN9	Radio Suppression Package, with ground straps		$95.00
UOW	Side Bicyclist Alert	Inc.	
URW	Audio system, 17.7" diagonal advanced color LCD display		$0.00
VK3	License plate front mounting package		$0.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		$0.00
VQ2	Fleet Processing Option		$0.00
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit		$0.00
YF5	Emissions, California state requirements		$0.00
Z56	Suspension Package, heavy-duty, police-rated.		$0.00

FUEL ECONOMY

Est City:14 MPG

Est Highway:18 MPG

Est Highway Cruising Range:432.00 mi

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (✔ Complete)

Standard Equipment

Package	
	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, deletes side doors and liftgate nameplate badging, and (ATD) third row seat delete)
	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense
Mechanical	
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul
	Rear axle, 3.23 ratio
	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar
	GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Differential, mechanical limited-slip
	Rear wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Cooling system, extra capacity
	Battery, 900 cold-cranking amps with 95 amp hour rating
	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel)
	Alternator, 250 amps

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Mechanical	
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Hitch Guidance
	Recovery hooks, 2 front, frame-mounted, Black (Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)
	Skid plate, front
	Steering, power
	Brake system, heavy duty with front Brembo calipers and 16" front rotors
	Capless Fuel Fill
	Exhaust, single system, single-outlet
	Mechanical Jack with tools
	Ground wires, blunt cut cargo area and blunt cut console area
	Wiring provision, for outside mirrors and cargo side mirrors
	Flasher system, headlamp and taillamp, DRL compatible with control wire
	Calibration, taillamp flasher, Red/White
	Calibration, taillamp flasher, Red/Red
Exterior	
	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD)
	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD)
	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap
	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Fascia, front high-approach angle with recovery hook openings, but does not include hooks
	Luggage rack side rails, delete
	Assist steps, Black
	Headlamps, LED
	Tail lamps, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)

Exterior	
	Glass, windshield shade band
	Windshield, solar absorbing
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Exterior ornamentation delete (front & rear Chevrolet bowties will remain)
	Door handles, body-color
	Liftgate, rear manual
Entertainment	
	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)
	Audio system feature, 6-speaker system
	Bluetooth for phone personal cell phone connectivity to vehicle audio system
	5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
	Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
	SiriusXM, delete
	Wireless Apple CarPlay/Wireless Android Auto
Interior	
	Seats, front 40/20/40 split-bench (STD)
	Seat trim, cloth
	Seat adjuster, driver 8-way power
	Seat adjuster, front passenger 6-way power
	Seat adjuster, driver 2-way power lumbar
	Seat adjuster, front passenger 2-way power lumbar
	Seats, second row 60/40 split-folding bench, manual
	Seat delete, third row passenger (Deletes rear storage compartment.)
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical
	Steering column, manual tilt and telescopic

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)

Interior	
	Steering wheel, vinyl
	Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
	Speedometer calibration
	Driver Information Center, 11" diagonal multi-color digital display
	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer
	Door locks, power programmable with lockout protection. Auto Lockout is disabled on driver door.
	Keyless Open includes extended range Remote Keyless Entry
	Key, unique (Deleted when (AU7) fleet common key is ordered.
	Remote start
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down
	Cruise control, electronic with set and resume speed
	Universal Vehicle Module
	Theft-deterrent system, electrical, unauthorized entry
	Theft-deterrent system, vehicle, PASS-Key III
	Display, automatic occupant sensing
	USB ports, 2 type-A and C, charge and data, located on front console
	USB ports, 2 type-C, charge-only, located in third row
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area (NOTE: When ordered with (9C1) Police Package or (5W4) Special Service Package, the location of the outlets will change from the rear of the center console to the rear of the center seat.)
	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness
	Power supply, 100-amp, auxiliary battery, rear electrical center
	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring
	Mirror, inside rearview manual day/night

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Interior	
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
	Calibration, Surveillance Mode interior lighting
	Lock control, driver side auto door lock disable
Safety-Mechanical	
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Interior	
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Seat belts, 3-point, all seating positions
	Active Hill Hold Assist
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	HD Surround Vision
	Rear Camera Washer
	Rear Pedestrian Alert
	Rear Parking Assist
	Rear Seat Reminder
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

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Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	3700 lbs
Rear Gross Axle Weight Rating:	4300 lbs
Gross Vehicle Weight Rating:	7400.00 lbs

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MHS
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.14
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	18 MPG	Cruising Range - City	336.00 mi
EPA Fuel Economy Est - City	14 MPG	Fuel Economy Est-Combined	16 MPG
Cruising Range - Hwy	432.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	850	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	250

Cooling System

Total Cooling System Capacity	N/A

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Powertrain

Traction Battery

Usable/net Traction Battery Capacity (kWh)	N/A	Gross Traction Battery Capacity (kWh)	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

Vehicle

Rear Door Type	Liftgate

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3700 lbs
Gross Axle Wt Rating - Rear	4300 lbs	Curb Weight - Front	2715 lbs
Curb Weight - Rear	2668 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	985.00 lbs
Reserve Axle Capacity - Rear	1632.00 lbs	As Spec'd Curb Weight	5383.00 lbs
As Spec'd Payload	2017.00 lbs	Maximum Payload Capacity	2017.00 lbs
Gross Combined Wt Rating	14000 lbs	Gross Axle Weight Rating	8000.00 lbs
Curb Weight	5383.00 lbs	Reserve Axle Capacity	2617.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7400.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	7900 lbs	Wt Distributing Hitch - Max Tongue Wt.	790 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	8400 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A

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Winner Chevrolet / Elk Grove Auto Group
Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (12) (Complete)

Chassis

Frame

Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XCS	Rear Tire Order Code	XCS
Spare Tire Order Code	RAV	Front Tire Size	275/55R20SL
Rear Tire Size	275/55R20SL	Spare Tire Size	P275/55R20
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	20 x 9 in	Rear Wheel Size	20 x 9 in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	16.6:1	Steering Ratio (:1), At Lock	3.26
Turning Diameter - Curb to Curb	39.5 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel

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Data Version: 29106. Data Updated: Jul 26, 2026 1:45:00 AM UTC.

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Chassis

Brakes

Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.2 in
Rear Brake Rotor Diam x Thickness	13.6 x 1.0 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	42.3 in
Front Leg Room	44.5 in	Front Shoulder Room	65.6 in
Front Hip Room	61.5 in	Second Head Room	38.9 in
Second Leg Room	42.0 in	Second Shoulder Room	64.6 in
Second Hip Room	61.3 in	Third Head Room	38.2 in
Third Leg Room	34.9 in	Third Shoulder Room	62.7 in
Third Hip Room	49.4 in		

Exterior Dimensions

Wheelbase	120.9 in	Length, Overall w/rear bumper	N/A
Length, Overall	211.3 in	Width, Max w/o mirrors	81 in
Height, Overall	N/A	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A
Side Door Opening Height	N/A	Side Door Opening Width	N/A

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Dimensions

Exterior Dimensions

Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	N/A
Cargo Area Length @ Floor to Seat 2	N/A	Cargo Area Length @ Floor to Seat 3	N/A
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	49.5 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	N/A	Cargo Volume to Seat 1	122.7 ft³
Cargo Volume to Seat 2	72.5 ft³	Cargo Volume to Seat 3	25.5 ft³
Cargo Volume to Seat 4	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors

Side Door Type	N/A

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Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 6

(Incorporates Supplements 1 – 6)

ISSUE AND EFFECTIVE DATE:	***01/23/2023***
CONTRACT NUMBER:	1-22-23-20 A through K
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Lithia Nissan of Fresno (1-22-23-20A) Ocean Honda (1-22-23-20B) Freeway Toyota (1-22-23-20C) Winner Chevrolet (1-22-23-20D) Elk Grove Auto (1-22-23-20E) Downtown Ford Sales (1-22-23-20F) Watsonville Fleet Group (1-22-23-20G) CA Car Group (1-22-23-20H) Riverview International (1-22-23-20I) Sacramento Truck Center (1-22-23-20J) Bonander Truck & Trailer (1-22-23-20K)
CONTRACT TERM:	05/01/2022 through 04/30/2025
STATE CONTRACT ADMINISTRATOR:	**Contracts 1-22-23-20A-G, I, & J** Eugene Shemereko 279-946-8028 Eugene.Shemereko@dgs.ca.gov **Contracts 1-22-23-20H & K** Robb Parkison 279-946-8302 Robb.Parkison@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)
Cal eProcure link: www.caleprocure.ca.gov

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
6	➢ ***Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6***	***01/23/2023***
5	➢ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➢ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➢ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➢ Contact Information for Downtown Ford has been updated	09/19/2022
2	➢ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2*	08/16/2022
1	➢ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➢ Attachment D – Vehicle Specifications has been added ➢ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

All other terms and conditions remain the same.

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1. SCOPE

The State's contracts provide Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-20 A - K. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Lithia Nissan of Fresno	1-22-23-20A	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Ocean Honda	1-22-23-20B	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Freeway Toyota	1-22-23-20C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-20D	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Elk Grove Auto	1-22-23-20E	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Downtown Ford Sales	1-22-23-20F	Sandra Scott	(916) 442-9631	sandrascott@downtownfordsacramento.com
Watsonville Fleet Group	1-22-23-20G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
CA Car Group	1-22-23-20H	Richard M. Slad	(925) 560-4465	RichardMS@cacargroup.com
Riverview International Trucks	1-22-23-20H	Jason Farrell	(916) 371-3110	jasonf@riverview-trucks.com
Sacramento Truck Center	1-22-23-20H	Dean Needham	(916) 286-2013	dneedham@sacramentotruck.com
Bonander Truck & Trailer	1-22-23-20H	Steve Mannion	(916) 747-6151	Cme4GMC@hotmail.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20A	U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-22-23-20F	U.S. Mail: Downtown Ford Sales 525 N 16th St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: sandrascott@downtownfordsacramento.com
Contract # 1-22-23-20G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-20H	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com
Contract # 1-22-23-20I	U.S. Mail: Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691 Attn: Jason Farrell	Facsimile: (916) 372-8541	Email: jasonf@riverview-trucks.com
Contract # 1-22-23-20J	U.S. Mail: Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838 Attn: Dean Needham	Facsimile: (916) 286-2085	Email: dneedham@sacramentotruck.com
Contract # 1-22-23-20K	U.S. Mail: Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382 Attn: Steve Mannion	Facsimile: (209) 634-4965	Email: Cme4GMC@hotmail.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- “Line Set Tickets” or “Window (Monroney) Sticker” showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner’s manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor’s place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator **(Contracts 1-22-23-20A-G, I, & J)**	DGS/PD Contract Administrator **(Contracts 1-22-23-20H, & K)**
Contact Name:	Eugene Shemereko	Robb Parkison
Telephone:	(279) 946-8028	(279) 946-8302
Facsimile:	NA	NA
Email:	Eugene.Shemereko@dgs.ca.gov	Robb.Parkison@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	DGS/Procurement Division Attn: Robb Parkison 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	**Lithia Nissan of Fresno** Contract # 1-22-23-20A	**Ocean Honda** Contract # 1-22-23-20B
Contact Name:	Pat Ireland	Pat Ireland
Telephone:	(559) 707-5735	(559) 707-5735
Facsimile:	(559) 961-4601	(559) 961-4601
Email:	patireland1962@yahoo.com	patireland1962@yahoo.com
Address:	Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710	Ocean Honda 3801 Soquel Dr Soquel, CA 95073

Dealer Contact Information	**Freeway Toyota of Hanford** Contract # 1-18-23-20C	**Winner Chevrolet** Contract # 1-18-23-20D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	**Elk Grove Auto Group** Contract # 1-22-23-20E	**Downtown Ford Sales** Contract # 1-22-23-20F
Contact Name:	Jerry Powers	Sandra Scott
Telephone:	(916) 426-5752	(916) 442-9631
Facsimile:	(916) 421-0149	(916) 491-3138
Email:	jpowers@lasherauto.com	sandrascott@downtownfordsacramento.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16th St Sacramento, CA 95811

Dealer Contact Information	**Watsonville Fleet Group** Contract # 1-22-23-20G	**CA Car Group** Contract # 1-22-23-20H
Contact Name:	Yesenia Covarrubias	Richard M. Slade
Telephone:	(626) 457-5590	(925) 560-4465
Facsimile:	(626) 457-5593	N/A
Email:	yesenia@watsonvillefleetgroup.com	RichardMS@cacargroup.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	CA Car Group 4200 John Monego Ct Dublin, CA 94568

Dealer Contact Information	**Riverview International Trucks** Contract # 1-22-23-20I	**Sacramento Truck Center** Contract # 1-22-23-20J
Contact Name:	Jason Farrell	Dean Needham
Telephone:	(916) 371-3110	(916) 286-2013
Facsimile:	(916) 372-8541	(916) 286-2085
Email:	jasonf@riverview-trucks.com	dneedham@sacramentotruck.com
Address:	Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691	Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838

Dealer Contact Information	**Bonander Truck & Trailer** Contract # 1-22-23-20K
Contact Name:	Steve Mannion
Telephone:	(916) 747-6151
Facsimile:	(209) 634-4965
Email:	Cme4GMC@hotmail.com
Address:	Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased

- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-20 A – G and K include a $500 per vehicle discount for payment made within twenty (20) days. Contract 1-22-23-20I includes a $200 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-20 H & J offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected

Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Lithia Nissan of Fresno	97163762
Ocean Honda	101-652579
Freeway Toyota of Hanford	102-659756
Winner Chevrolet	100-208309
Elk Grove Auto	100-197237
Downtown Ford	28600344
Watsonville Fleet Group	245364864 101-135239
CA Car Group	100-214737
Riverview International	101-079519
Sacramento Truck Center	97724353
Bonander Truck & Trailer	28-093997

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;

- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing ***Supplement 6***
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Specifications

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: ADA Ramps Upgrade Project - Bid Award

Date: October 13, 2026

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Blue Oaks, Park, and Dominguez ADA Ramps Upgrade Project to FBD Vanguard Construction, Inc. and Authorizing the City Manager to Execute an Agreement with FBD Vanguard Construction, Inc.

Background:
The Blue Oaks, Park, and Dominguez ADA Ramps Upgrade Project is part of the ADA Transition Program – Non-HUD Areas (Project No. 45295) and the Pavement Management Program (Project No. 50007), which are included in the 2026-2031 Capital Improvement Program and the Fiscal Year (FY) 2025/26 & 2026/27 Operating Budget, both approved by the City Council on June 24, 2025. This project consists of the retro-fit of street corners within the City to make them compliant with the Americans With Disabilities Act.

The bid for the Blue Oaks, Park, and Dominguez ADA Ramps Upgrade Project was advertised on September 4, 2026, with the bid opening on September 18, 2026. Five (5) bids were received from the following companies (see Attachment 3):

CONTRACTOR (Location)	BID
FBD Vanguard Construction, Inc. (Livermore)	$267,380.00
PBM Construction, Inc. (Rocklin)	$327,754.00
Pridex Construction Group, Inc. (El Dorado Hills)	$360,250.00
Golden State General Engineering, Inc. (Newcastle)	$363,190.00
Central Valley Engineering & Asphalt, Inc. (Roseville)	$427,720.00

Staff has reviewed the bids for sufficiency, confirmed they were responsive, and determined FBD Vanguard Construction, Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to FBD Vanguard Construction, Inc.

In addition, a contingency of fifteen percent (15%) of the contract amount, or $40,107, is recommended. Staff recommends the City Council authorize the City Manager to utilize these contingency funds, provided that adequate appropriations are available, bringing the total authorized amount to $307,487.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the Blue Oaks, Park, and Dominguez ADA Ramps Upgrade project and determined that it falls under the previously approved Notice of Exemption for the City' Road Resurfacing Projects, Resolution 2019-236, and is exempt from review under the California Environmental Quality Act (CEQA), pursuant to California Code of Regulations Sections 15301 and 15302.

Fiscal Impact:
There is no additional fiscal impact to the staff recommendation. Sufficient resources are available within the ADA Transition Program – Non-HUD Areas (Project No. 45295) and the Pavement Management Program (Project No. 50007) from the SB 1 – Road Maintenance and Rehabilitation Account Fund (Fund 205) and the SB 325 Sales Tax Fund (Fund 210) to award the contract and fund the recommended contingency.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Construction Agreement
3. Bid Summary

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE BLUE OAKS, PARK, AND DOMINGUEZ ADA RAMPS UPGRADE PROJECT TO FBD VANGUARD CONSTRUCTION, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FBD VANGUARD CONSTRUCTION, INC.

WHEREAS, the Blue Oaks, Park, and Dominguez ADA Ramps Upgrade project consists of the retro-fit of street corners to make them ADA compliant within the City; and

WHEREAS, the project was advertised for bids on September 4, 2026, and bids were opened on Friday, September 18, 2026, after which they were examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsive and responsible bid in the amount of $267,380.00 was submitted by FBD Vanguard Construction, Inc., and staff recommends that the contract for the project be awarded to FBD Vanguard Construction, Inc.; and

WHEREAS, a contingency of fifteen percent (15%) of the contract amount, or $40,107, is recommended, with authorization for the City Manager to utilize the contingency funds, provided that sufficient appropriations are available, bringing the total authorized project amount to $307,487; and

WHEREAS, sufficient appropriations are available within the ADA Transition Program – Non-HUD Areas (Project No. 45295) and the Pavement Management Program (Project No. 50007) from the SB 1 – Road Maintenance and Rehabilitation Account Fund (Fund 205) and the SB 325 Sales Tax Fund (Fund 210) to award the contract and fund the recommended contingency.

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

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council hereby awards the contract for the Blue Oaks, Park, and Dominguez ADA Ramps Upgrade project to FBD Vanguard Construction, Inc., in an amount not-to-exceed $267,380 and authorizes the City Manager to execute an Agreement with FBD Vanguard Construction, Inc., in substantially the form attached hereto as Exhibit “A.”

Section 3. The City Council hereby authorizes the City Manager the authority to approve any reasonably necessary change orders or amendments to the agreement with FBD Vanguard Construction, Inc. for the Project in the additional contingency amount up to $40,127.

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of October 13, 2026, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called the "City"), and **FBD VANGUARD CONSTRUCTION, INC.,** a Corporation (hereinafter called "Contractor"). The effective date of this Agreement shall be the last date it has been signed by both parties.

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of the City, all the Work required for the Contract for the Project entitled: **BLUE OAKS, PARK, AND DOMINGUEZ ADA RAMPS UPGRADE**

V. CONTRACT AMOUNT AND PAYMENTS

The City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Two Hundred Sixty-Seven Thousand, Three Hundred Eighty Dollars and No Cents ($267,380.00)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Conditions.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract, the City shall charge any sum of money against Contractor, the City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to Contractor from the City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within, Forty-Five (45) Working Days, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

The Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by the City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any position taken

by the City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The City and Contractor recognize the City will suffer financial loss if all or any part of the Work is not completed within the times set forth in the Contract Documents, plus any extensions thereof allowed in accordance with the Contract Documents. The actual fact of the occurrences of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which the City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. (RESERVED – INTENTIONALLY LEFT BLANK)

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed and/or Contractor's control over the Work at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.25 of the General Conditions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and its surety according to the provisions of Section 5.25 of the General Conditions.

B. The City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

XV. PERFORMANCE AND PAYMENT BONDS

A. Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of Contractor.

   1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
   2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract Sum.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

   - The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. The City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of the City first obtained.

XX. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

XXI. UNENFORCEABILITY OF ANY PROVISIONS

Should any part, term or provision of this Agreement or any of the Contract Documents, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

XXII. CHOICE OF LAW; VENUE

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed in all respects by California law, without regard to choice of law principles. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Placer. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Date
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager	Date:

APPROVED AS TO FORM:

DeeAnne Gillick, Assistant City Attorney	Date:

ATTEST:

Avinta Singh, City Clerk	Date:

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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.

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ATTACHMENT H

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT I

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other

applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT J

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he/she is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT K

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into this ___ day of _____, 20__, by and between _____ the City of Rocklin (hereafter called "Owner"), whose address is _____, _____ hereinafter called "Contractor" whose address is _____,and_____ hereinafter called "Escrow Agent", whose address is _____, _____,.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between Owner and Contractor. Securities shall be held in the name of the City of Rocklin, and shall designate the Contractor as the beneficial owner.

2. Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Owner. These expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to the Escrow Agent from Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

ATTACHMENT L

GUARANTEE FORM

**{Print on Contractor/Subcontractor Letterhead
And Submit at Close-Out}**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Conditions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract

referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

CITY OF ROCKLIN
GENERAL CONDITIONS
LONG FORM
TO BE INSERTED WITHIN FINAL AGREEMENT

SPECIAL PROVISIONS

General Work Description:

The project consists of removing and replacing twenty-six (6) existing concrete curb ramps to comply with the Americans with Disabilities Act **(ADA),** as well as, miscellaneous flatwork and curb and gutter. All locations are within the Rocklin City Limits.

Locations:

- Blue Oaks Boulevard from Highway 65 to Sunset Boulevard,
- Park Drive from the Roseville city limit to Stanford Ranch Road, and
- Dominguez Dr at the Secret Ravine Trail

All work must be in accordance with the latest Caltrans Standard Specifications, unless otherwise noted. Work includes but is not limited to:

1. Bid Item Detail 1: ADA Curb Ramps, includes the following:
   - All labor and materials
   - All traffic control and mobilization.
   - Removal and disposal of existing concrete curb, gutter, sidewalk and/or noncompliant handicap ramps
   - Locations are typically on the street corners, but minor adjustments may be necessary to work around existing storm drain inlets and/or concrete valley gutters
   - Form, pour, and place (22) Caltrans case C and (4) Detail B (Plaza Style) ADA curb ramps per the most current Caltrans standard plan A88A. Curb Ramps shall be poured against a clean AC Edge.
   - Concrete shall be a 6-sack, ¾" mix.
   - Saw cutting for removal is required, and shall be at existing score marks or expansion joints.
   - The maximum allowable longitudinal slope of a new ADA ramp is 7.5%. The maximum allowable cross slope is 1.5%. Remove the minimum footage of existing concrete necessary to not exceed the maximum allowable longitudinal slope for the new ramp (typically ~18' – ~22'). The unit price per ramp, for Bid Item 1, is based on a maximum length of 22 lineal feet measured at lip of gutter.

2. Bid Item Detail 2: Sidewalk Flatwork, includes the following:
   - In some instances, it will be necessary to exceed the maximum longitudinal ramp slope due to the slope of the existing roadway. In those instances, the maximum lineal footage required to be removed will be 30', as measured along the lip of gutter, or to the next closest score mark or expansion joint. Additional new flat work concrete will be paid for on a price per square foot basis. Concrete shall be a 6-sack, ¾" mix
   - Existing concrete that is to remain shall have a minimum of five dowels (three in the sidewalk, two in the curb and gutter) placed with a minimum embedment length of 6".
   - Place new felt at the joint between new and existing concrete. All joint spacing to match existing concrete unless otherwise specified.

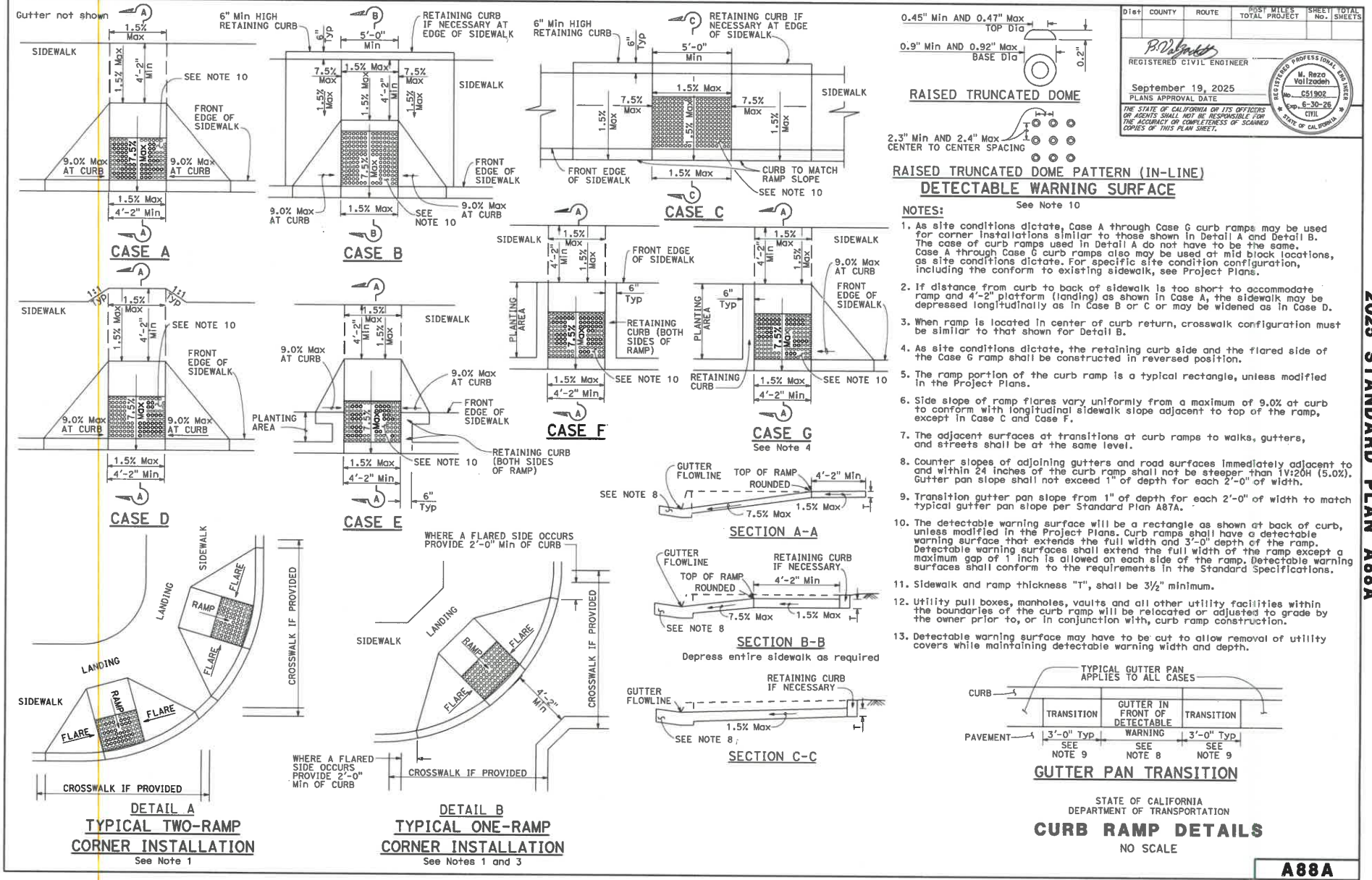
- Contractor is responsible for repairing damage that they have caused to existing AC pavement.
- All flatwork and Curb and Gutter shall be constructed/installed per the current City Standard Drawing - DWG 3-15 (available on the City website).

3. Bid Item Detail 3: Additional Curb and Gutter will be paid for on a price per linear foot basis.

4. Bid Item Detail 4: AC conform adjacent to ramp will be 1' off of lip of gutter and extend the length of the ramp replaced. AC will be ½" HMA. All existing edges shall be cleaned and tack coated prior to installation of new HMA. AC will be paid for on a square foot basis as noted on bid item 4.

NOTES:

- Contractor is responsible for having and maintaining a water pollution control program.
- In some instances, since the ramps and landing are lower, the curb at the back of the landing may need to be higher than normal to retain whatever landscaping has grown up over the year.
- Irrigation, sprinkler heads, etc. may need to be repaired/replaced on an as needed basis as determined by the City.
- Traffic Control shall be instituted following the latest Manual on Uniform Traffic Control Devices



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

September 19, 2025
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
M. Reza Vallizadeh
No. C51902
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

NOTES:

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness "T", shall be 3½" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS

NO SCALE

A88A

T-1-25

2025 STANDARD PLAN A88A

Return to Table of Contents

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:30 p.m. on Wednesday, September 16, 2026, at the office of the City Clerk, 3970 Rocklin Road, Rocklin, California and opened at 1:30 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

BLUE OAKS, PARK, AND DOMINGUEZ ADA RAMPS UPGRADE

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.*	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	Retrofit ADA Curb Ramps	EA	26	6,230-	161,980-
2	Sidewalk Flatwork	SF	3500	18-	63,000-
3	Retrofit Curb and Gutter	LF	500	38-	19,000-
4	AC (Asphalt) Conform	SF	1170	20-	23,400-
				TOTAL LINES 1-4	267,380.00

Total Project Bid, Items 1 through 4, shall be (spell out) Two hundred sixty seven thousand three hundred eighty and zero cents Dollars. ($267,380.00).

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have

the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 _____
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ 10% of Bid Total not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☒ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

FBD Vanguard Construction, Inc.

Affix Corporate Seal Here

BY: _____
Signature

Billie Sposeto
Type/Print Name

President
Title

DATE: 09/17/2026

Valid Contractor's License No.: 833032

Expiration date: 02/29/2028

Public Works Registration No. 1000008493

Contractor's Address: 550 Greenville Road

Livermore, CA 94550

Contractor's Email Address: dsposeto@vc-inc.net

Contractor's Phone No.: 925-245-1300

ATTACHMENT A

BID BOND

We, FBD Vanguard Construction, Inc. as principal, and Travelers Casualty and Surety Company of America, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a Bid to the Obligee, for Blue Oaks, Park, and Dominguez ADA Ramps Upgrade

(Copy here the exact description of work, including location, as it appears on the Bid)
for which Bids are to be opened at Rocklin, CA on 09/16/2026
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: September 9th, 2026

Principal: FBD Vanguard Construction, Inc.
By: _____
Surety: Travelers Casualty and Surety Company of America
Address: 100 California Street, Suite 725, San Francisco, CA 94111
Telephone: (415) 732-8721
Attorney in Fact: _____
Chelsea Liberatore

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 Alameda

On 09.15.2026 (Date) before me, Leila Leilani Anzo, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Billie Sposeto (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LEILA LEILANI ANZO
Notary Public - California
Alameda County
Commission # 2554702
My Comm. Expires May 10, 2030

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ACKNOWLEDGMENT

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 Sacramento)

On SEP 0 9 2026 before me, Zachary Galvin Liberatore, Notary Public
(insert name and title of the officer)

personally appeared Chelsea Liberatore,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ZACHARY GALVIN LIBERATORE
Notary Public - California
Sacramento County
Commission # 2479099
My Comm. Expires Jan 9, 2028

Signature _____ **(Seal)**

Bond No. CSBA-36080

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Arturo Ayala, Daniel Huckabay, Adrian Langrell, Chelsea Liberatore, Stephanie McClain, Frank Morones, Shaunna Rozelle Ostrom, Dwight Reilly, Ben Stong, Benjamin Wolfe, Magdalena R Wolfe, and Robert Wood** of **Orange, CA**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March**, **2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of September , 2026 .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR FBD Vanguard Construction, Inc. (BIDDER)

PROJECT: Blue Oaks, Park, and Dominguez ADA Ramps Upgrade

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

X We are not using any Subcontractors.

____ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	PRICE	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #

Billie Sposeto, President
Signed

See Note Next Page

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the President [Title] of FBD Vanguard Construction, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/17/2020 [date], at Livermore [city], California [state].

FBD Vanguard Construction, Inc.
(Name of Bidder)

(Signature)

Billie Sposeto, President
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the President [Title] of FBD Vanguard Construction, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/17/2026 [date], at Livermore [city], California [state].

FBD Vanguard Construction, Inc.
(Name of Bidder)

(Signature)

Brooke Welch, Secretary
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Print as many forms as needed and submit.)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: FBD Vanguard Construction, Inc. Date 09/17/2024

BY: _____
Signature

Billie Sposeto
Type/Print Name

President
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

None.

BIDDER: FBD Vanguard Construction, Inc. Date 09/17/2026

BY: _____
Signature

Billie Sposeto
Type/Print Name

President
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

FBD Vanguard Construction, Inc.
Contractor

09/17/2026
Date

Signature

Billie Sposeto,
President

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF Alameda

I HEREBY CERTIFY that at a meeting of the Board of Directors of the FBD Vanguard Construction, Inc., a corporation existing under the laws of the State of California, held on June 1, 2026, the following resolution was duly passed and adopted:

> "RESOLVED, that Billie Sposeto, as President of the Corporation, be and is hereby authorized to execute the Bid dated September 16th, 2026, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this September day of 17th, 2026.

Brooke Welch, Secretary
Secretary

Billie Sposeto, President
Corporate Officer

(seal)

550 Greenville Road, Livermore, CA 94550
Corporate Address

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Blue Oaks, Park, and Dominguez ADA Ramps Upgrade	
DATE: September 18, 2026	TIME: 1:30 P.M.

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. PBM Construction Inc.	$327,754.00	$	1 of 2	✓
2. FBD Vanguard Construction Inc.	$267,380.00	$	✓	✓
3. Central Valley Engineering & Asphalt Inc.	$427,720.00	$	✓	✓
4. Golden State General Engineering Inc.	$363,190.00	$	✓	✓
5. Pridex Construction Group Inc.	$360,250.00	$	✓	✓
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Taryn Purpura
Taryn Purpura, Finance

9/18/26
Date

Avinta Singh
Avinta Singh, City Clerk

9/18/2026
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fire Station 24 - Exterior Repairs Project - Bid Award

Date: October 13, 2026

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Fire Station 24 - Exterior Dry Rot Repair, Wood Restoration, and Repainting Bid Award to Color New Corp, Inc., and Authorizing the City Manager to Execute an Agreement.

Background:

The Fire Station 24 - Exterior Dry Rot Repair, Wood Restoration, and Repainting Project was not included in the creation and subsequent adoption of the 2026-2031 Capital Improvement Program, as it was originally identified to be a small project to be completed by City staff. However, upon initial demolition of some of the exit siding, excessive dry rot was discovered and it was determined that contracting this work out would be the best course of action. This project consists of restoring exterior components damaged by dry rot, moisture intrusion, weather exposure, and deterioration, and providing a durable weather-resistant exterior finish.

The invitation for bids was advertised on August 20, 2026, with the bid opening held on Wednesday, September 16, 2026. Ten (10) bids were received (see Attachment 5):

CONTRACTOR (LOCATION)	BID
Color New Corp, Inc. (Woodland Hills)	$ 97,000.00
Affordable Quality Painting, Inc. (Rancho Cordova)	$103,200.00
Building Concepts Construction, Inc. (Roseville)	$127,800.00
RidgeRo Engineering Inc. (Roseville)	$128,900.00
Pridex Construction Group, Inc. (Folsom)	$130,000.00
Pro-Ex Construction, Inc. (Rancho Cordova)	$132,700.00
Unimax Construction (Concord)	$138,000.00
Kaler General Contractors, Inc. (Rancho Cordova)	$161,000.00
Perfection Pro Contractors (Santa Clarita)	$171,000.00
EVT Builders LLC (Elverta)	$249,500.00

Staff reviewed the bids for completeness and responsiveness and determined that Color New Corp, Inc. submitted the lowest responsive and responsible bid. Staff recommends that the City Council award the contract to Color New Corp, Inc.

In addition, a contingency amount of twenty-five percent (25%) of the contract, in the amount of $24,250 is being requested, due to the nature of the work and the potential for unseen damage to be found during the project. Staff recommends the City Council authorize the City Manager to utilize these contingency funds, provided that adequate appropriations are available, bringing the total authorized project amount to $121,250.

Environmental Analysis:
The Environmental Coordinator has reviewed the Project and determined that it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 – Existing Facilities. Upon approval by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

Fiscal Impact:
The need for this project was identified subsequent to adoption of the budget. The project is eligible to be funded by the Building Reserve Fund (Fund 180). Staff recommends an appropriation of $121,250 from the Fund 180 fund balance to fund the contract and recommended contingency. Sufficient fund balance is available to support the recommended appropriation.

ATTACHMENTS:
1. Resolution A - Notice of Exemption
2. Resolution B
3. Resolution B - Construction Agreement
4. Construction Agreement Attachment - Certifications by Bidder
5. Bid Summary
6. Location Map

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(FIRE STATION 24 EXTERIOR DRY ROT REPAIR AND REPAINTING)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the Fire Station Number 24 Exterior Dry Rot Repair and Repainting ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15301 – Existing Facilities; and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the Environmental Coordinator, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project, in substantially the form attached hereto as Exhibit "A".

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 13th day of October, 2026 by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A
NOTICE OF EXEMPTION

TO: ☐ County Clerk
County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

☐ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3004

FROM: City of Rocklin
Public Works Department
4081 Alvis Court
Rocklin, CA 95677

Project Title: City of Rocklin Fire Station Number 24 Exterior Dry Rot Repair and Painting

Project Location - Specific: 3401 Crest Drive., Rocklin, California 95765; APN 016-450-010 & 016-450-023

Project Location - City: Rocklin, CA **Project Location - County:** Placer

Description of Nature, Purpose and Beneficiaries of Project: The City of Rocklin Public Works Department proposes this project that includes the repair, restoration, and painting of the City of Rocklin Fire Station Number 25 building exterior due to dry rot and deterioration. Activities include the removal of deteriorated wood; inspection of concealed conditions; replacement of siding, trim, fascia, soffits, sheathing, blocking, framing and related components; installation of exterior-grade materials; preparation of exterior surfaces; priming and painting of exposed substrates. There will be no expansion or change of use with existing building.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: City of Rocklin **Exempt Status (Check one)**

☒ Categorical Exemption (California Environmental Quality Act [CEQA] Guidelines, Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15301, Class 1 – Existing Facilities)

Reasons why the project is exempt: Activities under this proposed project include the repair, maintenance, or minor interior or exterior alteration of existing public structures or facilities that involves negligible or no expansion of existing or former use, are categorically exempt under CEQA Guidelines, Section 15301 (Class 1 – Existing Facilities). There are no unusual circumstances that would result in a reasonable possibility of a significant effect on the environment and no further environmental review is required.

Contact Person: Justin Nartker, Public Works Director, City of Rocklin, Public Works Department, 4081 Alvis Court, Rocklin, CA, 95677, (916) 625-5500

Signature: _____ **Date:** _____
Justin Nartker, Public Works Director

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE FIRE STATION 24 – EXTERIOR DRY ROT REPAIR, WOOD RESTORATION, AND REPAINTING BID AWARD TO COLOR NEW CORP, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the Fire Station 24 - Exterior Dry Rot Repair, Wood Restoration, and Repainting Bid Award consists of restoring exterior components damaged by dry rot, moisture intrusion, weather exposure, and deterioration, and provide a durable weather-resistant exterior finish; and

WHEREAS, the invitation for bids was advertised on August 20, 2026, with the bid opening held on Wednesday, September 16, 2026, and the bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $97,000.00, submitted by Color New Corp, Inc., and staff recommends that the contract for the project be awarded to Color New Corp, Inc.; and

WHEREAS, a contingency of 25% of the contract amount, or $24,250, is recommended, with authorization for the City Manager to utilize the contingency funds, provided that adequate appropriations are available, bringing the total authorized project amount to $121,250; and

WHEREAS, the project is eligible to be funded by the Building Reserve Fund (Fund 180), and an appropriation of $121,250 from Fund 180 is necessary to fund the contract and recommended contingency.

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

Section 1. The contract for the Fire Station Fire Station 24 - Exterior Dry Rot Repair, Wood Restoration, and Repainting Bid Award is awarded to Color New Corp, Inc., and the City Manager is authorized to execute the Agreement with Color New Corp, Inc., in substantially the form attached hereto as Exhibit “A.”

Section 2. An appropriation of $121,500 in the FY 2026/27 Operating Budget is hereby approved in the Building Reserve Fund (Fund 180), funded from available fund balance.

Section 3. The City Manager is authorized to utilize the contingency funds for unforeseen work associated with the project, provided that the total project expenditures do not exceed the $121,250.00 appropriation authorized herein.

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of _____, 2026, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called the "City"), and **COLOR NEW CORP,** a California (hereinafter called "Contractor"). The effective date of this Agreement shall be the last date it has been signed by both parties.

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and

workman like manner to the satisfaction of the City, all the Work required for the Contract for the Project entitled: **FIRE STATION 24 EXTERIOR DRY ROT REPAIR, WOOD RESTORATION, AND REPAINTING**

V. CONTRACT AMOUNT AND PAYMENTS

The City agrees to pay and Contractor agrees to accept, in full payment for the above work, **NINETY-SEVEN THOUSAND DOLLARS ($97,000)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Conditions.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract, the City shall charge any sum of money against Contractor, the City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to Contractor from the City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

The Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by the City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The City and Contractor recognize the City will suffer financial loss if all or any

part of the Work is not completed within the times set forth in the Contract Documents, plus any extensions thereof allowed in accordance with the Contract Documents. The actual fact of the occurrences of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which the City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be **One Thousand Dollars ($1,000.00)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor’s right to proceed and/or Contractor’s control over the Work at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.25 of the General Conditions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and its surety according to the provisions of Section 5.25 of the General Conditions.

B. The City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

XV. PERFORMANCE AND PAYMENT BONDS

A. Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract Sum.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. The City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of the City first obtained.

XX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XXI. UNENFORCEABILITY OF ANY PROVISIONS

Should any part, term or provision of this Agreement or any of the Contract Documents, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

XXII. CHOICE OF LAW; VENUE

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed in all respects by California law, without regard to choice of law principles. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Placer. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Date
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager	Date:

APPROVED AS TO FORM:

DeeAnne Gillick, Assistant City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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.

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ATTACHMENT H

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring

Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT I

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the

Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT J

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he/she is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT K

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into this ___ day of _____, 20__, by and between _____ the City of Rocklin (hereafter called "Owner"), whose address is _____, _____ hereinafter called "Contractor" whose address is _____,and_____ hereinafter called "Escrow Agent", whose address is _____, _____,.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between Owner and Contractor. Securities shall be held in the name of the City of Rocklin, and shall designate the Contractor as the beneficial owner.

2. Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Owner. These expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to the Escrow Agent from Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

ATTACHMENT L

GUARANTEE FORM

**{Print on Contractor/Subcontractor Letterhead
And Submit at Close-Out}**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Conditions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

CITY OF ROCKLIN
GENERAL CONDITIONS

SHORT FORM

TO BE INSERTED WITHIN FINAL AGREEMENT

SPECIAL CONDITIONS

Project: Exterior Dry Rot Repair, Wood Restoration, and Repainting
Location: Station 24, 3401 Crest Drive, Rocklin, CA 95765

1.01 SUMMARY

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, permits, incidentals, and disposal services necessary to complete exterior dry rot repair, wood restoration, surface preparation, and repainting. While maintaining a clean and safe environment at all times. The station will be on active duty and function 24/7 during the duration of the project.

1.02 INTENT

Restore exterior components damaged by dry rot, moisture intrusion, weather exposure, and deterioration. Provide a durable weather-resistant exterior finish.

2.01 GENERAL REQUIREMENTS

Mobilize labor and equipment; protect existing improvements; maintain safe work areas; dispose of debris; coordinate with Owner; perform final cleanup.

2.02 EXTERIOR DRY ROT REPAIR AND WOOD RESTORATION

Remove deteriorated wood; inspect concealed conditions; replace siding, trim, fascia, soffits, sheathing, blocking, framing and related components; install exterior-grade materials matching existing profiles; use corrosion-resistant fasteners; seal joints; prime new wood.

2.02.1 WEATHER-RESISTIVE BARRIER (WRB) AND FLASHING

Where siding is removed, inspect and replace damaged WRB. Install either two layers of Grade D building paper (ASTM E2556) or approved polymeric WRB per CBC and manufacturer instructions. Install shingle-fashion with proper laps, integrate with flashing, replace disturbed flashing with corrosion-resistant flashing, seal penetrations, and obtain Owner acceptance before reinstalling siding.

2.03 SURFACE PREPARATION

Clean, scrape, sand, caulk, fill, and prepare repaired surfaces; prime exposed substrates.

2.04 EXTERIOR PAINTING

Apply manufacturer-recommended primer and finish coats to repaired areas. Protect adjacent surfaces. Colors to be selected by Owner; exact match to weathered paint not required.

2.06 BASIS OF BID / ASSUMED REPAIR QUANTITIES

Base bid shall include up to: 860 SF siding, 250 LF fascia/trim, 120 LF soffit, 14 posts/columns, 80 SF sheathing, and 40 LF blocking/framing replacement. Concealed conditions beyond these quantities may be addressed by Change Order.

3.01 QUALITY

Perform work using skilled trades. Do not conceal defective materials.

3.02 PROTECTION

Repair damage caused by Contractor at no cost to Owner.

3.03 CLEANUP

Remove debris and leave site clean daily.

3.04 WARRANTY

Minimum one-year warranty on workmanship and materials.

3.05 CODES

Comply with applicable CBC, CFC, CCR, Cal/OSHA, manufacturer instructions, and applicable ASTM/AWPA/ICC standards.

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than Time 1:00 p.m. on Wednesday, September 16, 2026, at the Office of the City Clerk, 3970 Rocklin Road, 2nd Floor, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

Fire Station 24 - Exterior Dry Rot Repair, Wood Restoration, and Repainting
in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum Prices:

Total Project Bid for the Fire Station 24 - Exterior Dry Rot Repair, Wood Restoration, and Repainting shall be (spell out)_____
NINETY SEVEN THOUSAND
Dollars.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 _____ Louis Loizu, President
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ 9,700.00 _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☒ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder

to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

Color New Corp

Affix Corporate Seal Here



BY: _____
Signature

Louis Loizu
Type/Print Name

President
Title

DATE: 09/14/2026

Valid Contractor's License No.: 1113019

Expiration date: 11/30/2027

Public Works Registration No. 1001122963

Contractor's Address: 22855 Califa St Woodland Hills, CA 91367

Contactor's Email Address: colornewcorp@yahoo.com

Contractor's Phone No.: 818-884-0856

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR Color New Corp (BIDDER)

PROJECT: Fire Station 24 - Exterior Dry Rot Repair, Wood Restoration, and Repainting

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

__X__ We are not using any Subcontractors.

_____ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	PRICE	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #
N/A				

Signed _____ Louis Loizu, President

See Note Next Page

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the President [Title] of Color New Corp, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 14, 2026 [date], at Woodland Hills [city], California [state].

Color New Corp
(Name of Bidder)

Louis Loizu
(Signature)

President
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Print as many forms as needed and submit.)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: Color New Corp Date 09/14/2026

BY: _____
Signature

Louis Loizu
Type/Print Name

President
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

N/A

BIDDER: Color New Corp Date 09/14/2026

BY: _____
Signature

Louis Loizu
Type/Print Name

President
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least seven (7) calendar days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

Color New Corp

Contractor

09/14/2026

Date

Signature

Louis Loizu, President

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I HEREBY CERTIFY that at a meeting of the Board of Directors of the September 14, 2026
Color New Corp, a corporation existing under the laws of the State of California, held on _____, ____, the following resolution was duly passed and adopted:

"RESOLVED, that Louis Loizu, as President of the Corporation, be and is hereby authorized to execute the Bid dated September 14, 2026, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 14th day of September, 2026.

COLOR NEW CORP CORPORATE SEAL 2023 CALIFORNIA

(seal)

Louis Loizu
Secretary

Louis Loizu
Corporate Officer

22855 Califa St Woodland Hills, CA 91367
Corporate Address

N/A

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Partnership)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Partners of the _____
_____, a partnership existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Partnership and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Managing Partner

_____
Partnership Address

N/A

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Principals of the _____ _____, a joint venture existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20___.

_____
Managing Principal

(seal)

_____
Joint Venture Address

ATTACHMENT J

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he/she is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor Color New Corp

By: _____

Title: President

Address: 22855 Califa St Woodland Hills, CA 91367

Date: 09/14/2026

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Fire Station 24 – Exterior Dry Rot Repair, Wood Restoration, and Repainting	
DATE: September 16, 2026	TIME: 1:00 P.M.

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Color New Corp	$ 97,000.00	$	✓	✓
2. Building Concepts Construction	$ 127,800.00	$	✓	✓
3. Perfection Pro Contractors	$ 171,000.00	$	✓	✓
4. Kaler General Contractors Inc.	$ 161,000.00	$	✓	✓
5. Affordable Quality Painting Inc.	$ 103,200.00	$	✓	✓
6. Unimax Construction	$ 138,000.00	$	✓	✓
7. Pridex Construction Group Inc.	$ 130,000.00	$	✓	✓
8. EVT Builders LLC	$ 249,500.00	$	✓	✓
9. RidgeRO Engineering Inc.	$ 128,900.00	$	✓	✓
10. Pro-Ex Construction Inc.	$ 132,700.00	$	✓	✓

Taryn Purpura
Taryn Purpura, Finance

9/16/2026
Date

Avinta Singh
Avinta Singh, City Clerk

9/16/2026
Date

Location Map

ROCKLIN
CALIFORNIA



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Annexation Into Community Facilities District No. 1 (Placer Creek Apartments)

Date: October 13, 2026

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:
Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 97), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Placer Creek Apartments, APN 017-084-012-000).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 97) (Placer Creek Apartments, APN 017-084-012-000).

Background:
On August 25, 2026, the City Council adopted Resolution No. 2026-133, a Resolution of Intention to Annex Territory to Rocklin Community Facilities District (CFD) No. 1 (Annexation No. 97) and to Authorize the Levy of Special Taxes Therein regarding Placer Creek Apartments. Placer Creek Apartments is a multi-family residential development located southeast of the intersection of Whitney Ranch Parkway and University Avenue (Assessor's Parcel Number 017-084-012-000). A map of the annexation area is included as Attachment 3. A Notice of Public Hearing was published in the Placer Herald on September 11, 2026.

The development of Placer Creek Apartments is conditioned on, among other things, annexation into CFD No. 1. CFD No. 1 provides financing for the operation and maintenance of fire protection and suppression services and paramedic services.

There are two resolutions for City Council consideration. Resolution A (Attachment 1) finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners.

In anticipation of approval of the annexation, the election has already occurred, and Resolution B (Attachment 2) approves the canvass of the election, declares the results of the

election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the project area is now subject to the special tax.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Adoption of the attached resolutions will allow special taxes to be levied and collected for CFD No. 1 to pay for services provided to the annexation territory.

ATTACHMENTS:
1. Resolution A - Levy of Special Taxes
2. Resolution B - Annexation Election
3. Annexation Map

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1
(ANNEXATION NO. 97), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(Placer Creek Apartments, APN 017-084-012-000)

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

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

1. The City Council on August 25, 2026 adopted Resolution No. 2026-133 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 1 (Annexation No. 97) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

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

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

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

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

6. Annexation Map No. 97 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk; and

7. All prior proceedings taken by this City Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby

determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation Map No. 97 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

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

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

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

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This City Council hereby determines that paragraphs (a), (b), (c)(1) and (2) of said Section 4000 are applicable to this election.

Section 7. The City Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on October 13, 2026, in the meeting place of this City Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

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

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on October 13, 2026 whether received by mail or by personal delivery.

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

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 97)
Placer Creek Apartments

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on October 13, 2026, either by mail or in person. The City Clerk's office is located at 3970 Rocklin Road, Rocklin, California 95677.

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

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

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2026-133 of the City of Rocklin, adopted by its Council on August 25, 2026?	YES:_____
	NO:_____

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

Number of Votes: 11
Property Owner: Placer Creek Apartments, LLC

Name: Placer Creek Apartments, LLC
Address: 2484 Natomas Park Drive, Suite 101
Sacramento, CA 95833

By:_____
Print Name

_____
Signature
Title:_____

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 1 (ANNEXATION NO. 97)
(Placer Creek Apartments, APN 017-084-012-000)

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

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

1. In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 1 (Annexation No. 97) (the "CFD");

2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

3. This City Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2026-133, the Resolution of Intention.

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

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

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

Section 6. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an

amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED this 13th day of October, 2026 by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 97)
Placer Creek Apartments

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 1 (Annexation No. 97) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 1 Annexation No. 97 Special Tax Annexation Election, October 13, 2026	11	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (Annexation No. 97) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2026-133 of the City of Rocklin, adopted by its Council on August 25, 2026?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 13th day of October, 2026.

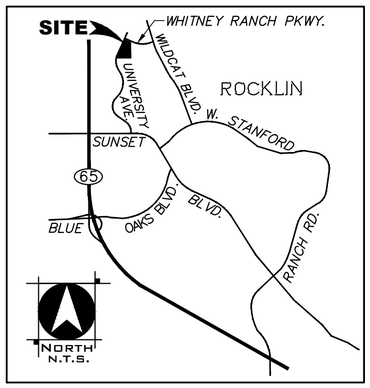
CITY OF ROCKLIN

By:_____
Avinta Singh, City Clerk

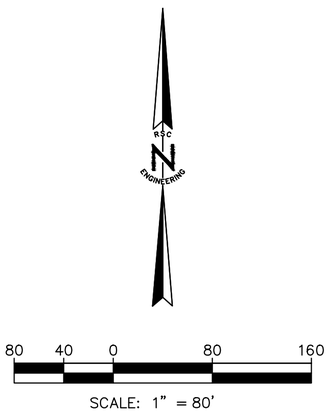
PLACER CREEK APARTMENTS ANNEXATION MAP NO. 97 OF COMMUNITY FACILITIES DISTRICT NO. 1

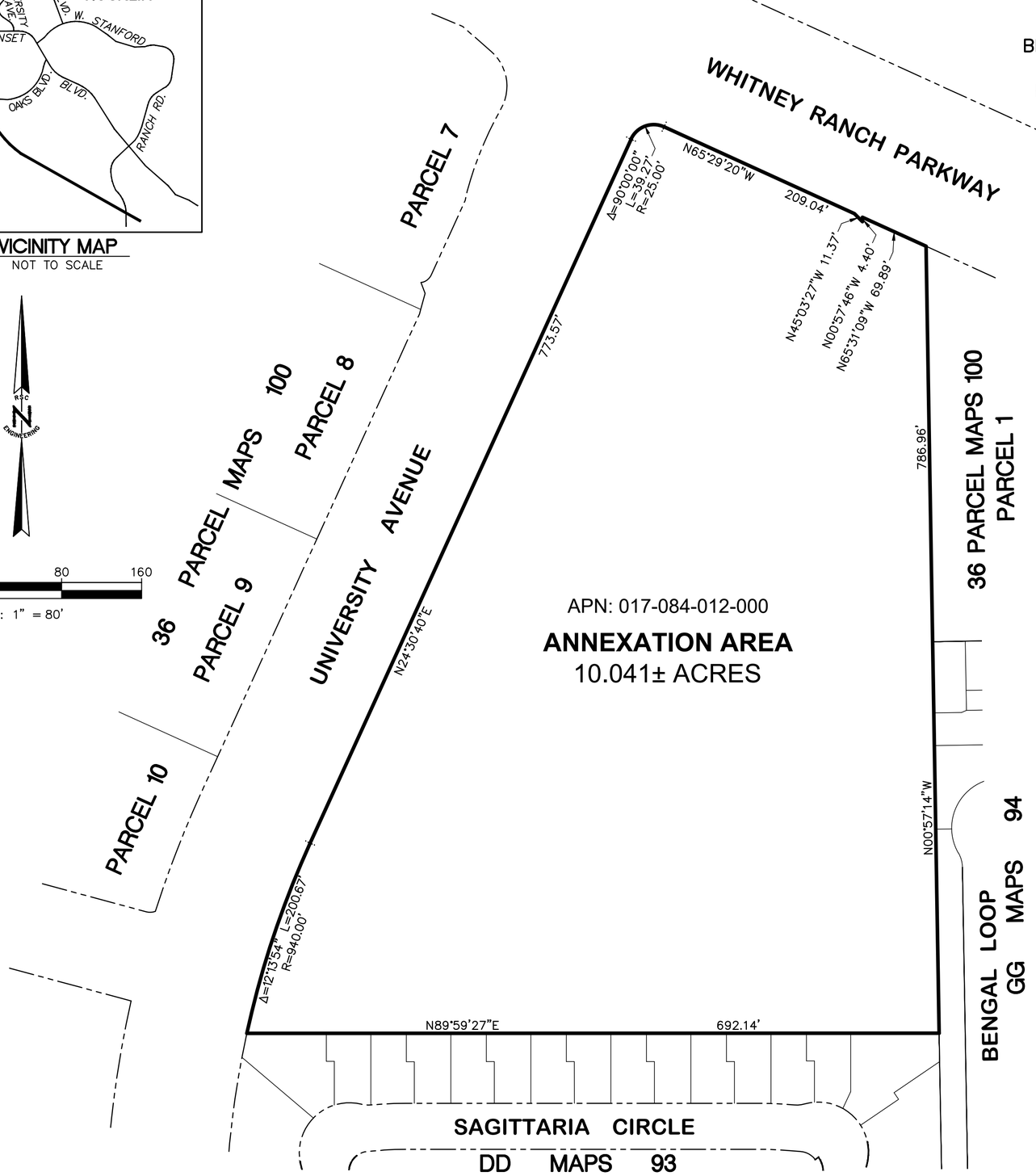
BEING ALL OF PARCEL 1, AS SHOWN ON THE PARCEL MAP OF "PLACER CREEK CORPORATE CENTER", FILED IN BOOK 35 OF PARCEL MAPS, AT PAGE 127, PLACER COUNTY RECORDS AND A PORTION OF AREA M, AS SHOWN ON THE FINAL MAP OF "WHITNEY RANCH LARGE LOT SUBDIVISION", FILED IN BOOK Z OF MAPS, AT PAGE 94, PLACER COUNTY RECORDS, LYING IN SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.

CITY OF ROCKLIN, COUNTY OF PLACER
STATE OF CALIFORNIA
AUGUST 2026



VICINITY MAP
NOT TO SCALE





NOTE:

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA," FILED THE 3RD DAY OF APRIL, 1987, AT THE HOUR OF 9:12 A.M. IN BOOK 1 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 2, 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 _____, 2026.

_____ _____
AVINTA SINGH, CITY CLERK DATE
CITY OF ROCKLIN, CALIFORNIA

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 97 TO COMMUNITY FACILITIES DISTRICT NO. 1, 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 _____, 2026, BY ITS RESOLUTION NO. _____.

_____ _____
AVINTA SINGH, CITY CLERK DATE
CITY OF ROCKLIN, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ ___M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO BY: _____
COUNTY RECORDER COUNTY OF PLACER DEPUTY

FILE NO. _____ FEE: _____

RSC ENGINEERING
1420 Rocky Ridge Dr.
Suite 150
Roseville, CA 95661
Ph: 916.788.2884
Fax: 916.788.4408

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Annexation Into Community Facilities District No. 5 (Placer Creek Apartments)

Date: October 13, 2026

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:
Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (Annexation No. 82), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Placer Creek Apartments, APN 017-084-012-000).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 5 (Annexation No. 82) (Placer Creek Apartments, APN 017-084-012-000).

Background:
On August 25, 2026, the City Council adopted Resolution No. 2026-134, a Resolution of Intention to Annex Territory to Rocklin Community Facilities District (CFD) No. 5 (Annexation No. 82) and to Authorize the Levy of Special Taxes Therein regarding Placer Creek Apartments. Placer Creek Apartments is a multi-family residential development located southeast of the intersection of Whitney Ranch Parkway and University Avenue (Assessor's Parcel Number 017-084-012-000). A map of the annexation area is included as Attachment 3. A Notice of Public Hearing was published in the Placer Herald on September 11, 2026.

The development of Placer Creek Apartments is conditioned on, among other things, annexation into CFD No. 5. CFD No. 5 finances the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting.

There are two resolutions for City Council consideration. Resolution A (Attachment 1) finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners.

In anticipation of approval of the annexation, the election has already occurred, and Resolution B (Attachment 2) approves the canvass of the election, declares the results of the

election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the project area is now subject to the special tax.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Annexation into CFD No. 5 would allow special taxes to be levied and collected to pay for services provided to the annexation territory.

ATTACHMENTS:
1. Resolution A - Levy of Special Taxes
2. Resolution B - Annexation Election
3. Annexation Map

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 5
(ANNEXATION NO. 82), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(Placer Creek Apartments, APN 017-084-012-000)

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

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

1. The City Council on August 25, 2026, adopted Resolution No. 2026-134 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 5 (Annexation No. 82) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

2. A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities and/or services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

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

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

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

6. Annexation Map No. 82 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk; and

7. All prior proceedings taken by this City Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby

determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to CFD, as described in said Annexation Map No. 82 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

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

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

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

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This City Council hereby determines that paragraphs (a), (b), (c)(1) and (2) of said Section 4000 are applicable to this election.

Section 7. The City Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on October 13, 2026, in the regular meeting place of this City Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

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

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on October 13, 2026, whether received by mail or by personal delivery.

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

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 5 (Annexation No. 82)
Placer Creek Apartments

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on October 13, 2026, either by mail or in person. The City Clerk's office is located at 3970 Rocklin Road, Rocklin, California 95677.

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

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

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 5 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2026-134 of the City of Rocklin, adopted by its Council on August 25, 2026?	YES:_____
	NO:_____

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

Number of Votes: 11
Property Owner: Placer Creek Apartments, LLC

Name: Placer Creek Apartments, LLC
Address: 2484 Natomas Park Drive, Suite 101
Sacramento, CA 95833

By:_____
Print Name

_____
Signature
Title:_____

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 5 (ANNEXATION NO. 82)
(Placer Creek Apartments, APN 017-084-012-000)

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

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

1. In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 5 (Annexation No. 82) (the "CFD");

2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

3. This City Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2026-134, the Resolution of Intention.

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

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

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

Section 6. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an

amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 5 (Annexation No. 82)
Placer Creek Apartments

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 5 (Annexation No. 82) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 5 Annexation No. 82 Special Tax Annexation Election, October 13, 2026	11	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 5 (Annexation No. 82) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2026-134 of the City of Rocklin, adopted by its Council on August 25, 2026?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 13th day of October, 2026.

CITY OF ROCKLIN

By:_____
Avinta Singh, City Clerk

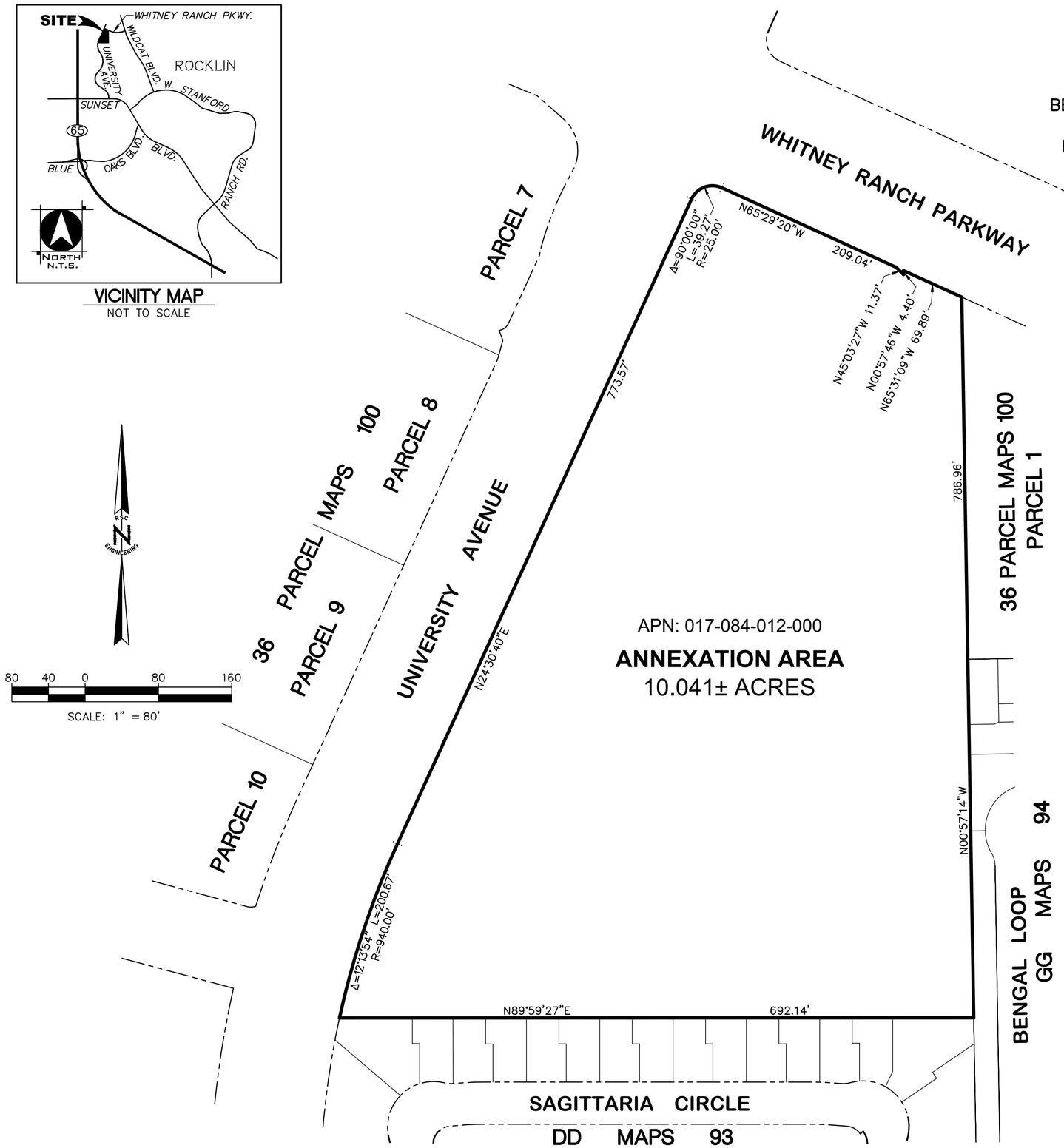
BOOK ___ OF COMMUNITY FACILITIES DISTRICTS, PAGE ____

PLACER CREEK APARTMENTS ANNEXATION MAP NO. 82 OF COMMUNITY FACILITIES DISTRICT NO. 5

BEING ALL OF PARCEL 1, AS SHOWN ON THE PARCEL MAP OF "PLACER CREEK CORPORATE CENTER", FILED IN BOOK 35 OF PARCEL MAPS, AT PAGE 127, PLACER COUNTY RECORDS AND A PORTION OF AREA M, AS SHOWN ON THE FINAL MAP OF "WHITNEY RANCH LARGE LOT SUBDIVISION", FILED IN BOOK Z OF MAPS, AT PAGE 94, PLACER COUNTY RECORDS, LYING IN SECTION 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.

CITY OF ROCKLIN, COUNTY OF PLACER
STATE OF CALIFORNIA
AUGUST 2026

VICINITY MAP
NOT TO SCALE



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 OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, 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 _____, 2026.

_____ _____
AVINTA SINGH, CITY CLERK DATE
CITY OF ROCKLIN, CALIFORNIA

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 82 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 _____, 2026, BY ITS RESOLUTION NO. _____.

_____ _____
AVINTA SINGH, CITY CLERK DATE
CITY OF ROCKLIN, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ ___M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO _____ BY: _____
COUNTY RECORDER COUNTY OF PLACER DEPUTY

FILE NO. _____ FEE: _____

RSC ENGINEERING
1420 Rocky Ridge Dr.
Suite 150
Roseville, CA 95661
Ph: 916.788.2884
Fax: 916.788.4408

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Zone Rocklin - Comprehensive Zoning Amendment / General Plan Amendment, GPA2026-0001; General Development Plan Amendment, PDG2026-0002; Zoning Ordinance and Map Amendments, ZOA20206-0003; and Environmental, ENV2026-0010

Date: October 13, 2026

Submitted By: Nathan Anderson, Principal Planner
Arwen Wacht, Community Development Deputy Director
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / ENV2026-0010).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a General Plan Amendment for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / GPA2026-0001).
C. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing Multiple General Development Plans for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / PDG2026-0002).
D. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Title 17 of the Rocklin Municipal Code, Amending Related Provisions of the Rocklin Municipal Code, and Adopting the Corresponding Zoning Map Amendments (Zone Rocklin / ZOA2026-0003).

Background:
The staff report is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:
1. Staff Report - Zoning Code Update
2. SR Attachment 1 - Zone Rocklin Recommendations Memorandum
3. SR Attachment 2 - Redline of Amendments to the Rocklin Municipal Code
4. Resolution A - Notice of Exemption
5. Resolution B - General Plan Amendment Zoning Code Update
6. Resolution B Exhibit A - General Plan Land Use Map
7. Ordinance C - General Development Plan Amendments Zoning Code Update

8. Ordinance D - Zoning Ordinance Amendments Zoning Code Update
9. Ordinance D Exhibit A
10 Ordinance D Exhibit B - Additional Code Amendments
11. Ordinance D Exhibit C - Zoning Map
12. Ordinance D Exhibit D - Overlay Map

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: **Zone Rocklin – Comprehensive Zoning Amendment**
General Plan Amendment, GPA2026-0001
General Development Plan Amendment, PDG2026-0002
Zoning Ordinance and Map Amendments, ZOA2026-0003
Environmental, ENV2026-0010

Date: October 13, 2026

Submitted By: Nathan Anderson, Principal Planner
Arwen Wacht, Community Development Deputy Director
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
As the item includes legislative actions which require approval of ordinances, a two-meeting process is required.

The Planning Commission and staff recommend City Council approval of the following:

October 13, 2026 – First reading of ordinances and final action on resolutions:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / ENV2026-0010)

B. Adopt a Resolution of the City Council of the City of Rocklin Approving a General Plan Amendment for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / GPA2026-0001)

C. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing Multiple General Development Plans for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / PDG2026-0002)

D. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Title 17 of the Rocklin Municipal Code, Amending Related Provisions of the Rocklin Municipal Code, and Adopting the Corresponding Zoning Map Amendments (Zone Rocklin / ZOA2026-0003)

October 27, 2026 – Final action on ordinances:

A. Adopt an Ordinance of the City Council of the City of Rocklin Repealing Multiple General Development Plans for the Zone Rocklin - Comprehensive Zoning Amendment (Zone Rocklin / PDG2026-0002)

B. Adopt an Ordinance of the City Council of the City of Rocklin Repealing and Replacing Title 17 of the Rocklin Municipal Code, Amending Related Provisions of the Rocklin Municipal Code, and Adopting the Corresponding Zoning Map Amendments (Zone Rocklin / ZOA2026-0003)

Proponent:
The proposed comprehensive Zoning Amendment was initiated by the City of Rocklin.

Location:
The proposed comprehensive Zoning Amendment would apply citywide.

Project Summary:
The Zone Rocklin project is a comprehensive update of the City of Rocklin's Zoning Ordinance and Zoning Map. The project is intended to replace the City's existing zoning regulations with a modern, clear, internally consistent, and user-friendly regulatory framework that more effectively implements the Rocklin General Plan. The project is consistent with the recommendations of the Community Development Department Organizational Assessment completed in 2023, and is identified as a priority project in both the City Council's previous and current adopted Strategic Plans (2023-2025 and 2025-2027).

The existing Zoning Ordinance was originally adopted in 1977 and has been amended numerous times in response to changes in state law, development practices, policy priorities, and individual development proposals. Over time, these amendments, together with the City's numerous General Development Plans and site-specific regulations, have resulted in a regulatory framework that can be difficult to navigate and administer.

The Zone Rocklin project proposes to reorganize and update the City's zoning regulations, consolidate and standardize development requirements, incorporate applicable standards from existing General Development Plans, implement relevant General Plan and Housing Element programs, and update the Zoning Map to improve consistency between zoning and General Plan land use designations.

The project is intended primarily as a modernization and clarification of the City's existing regulations. It does not propose to fundamentally change the City's established land use patterns or direct development to areas not already contemplated by the General Plan. However, the project does include General Plan amendments, rezonings, and other site-specific changes necessary to correct inconsistencies, eliminate obsolete zoning designations, implement adopted City policy, and establish appropriate zoning for properties currently subject to outdated or unclear regulations.

Background:

Existing Zoning Ordinance

The City's current Zoning Ordinance is codified in Title 17 of the Rocklin Municipal Code. Although it has been amended periodically, it has not undergone a comprehensive update in several decades.

The existing ordinance contains standards and procedures that were developed at different times and under different regulatory conditions. As a result, similar land uses or development types may be subject to different terminology, standards, or approval procedures depending on the zoning district or General Development Plan applicable to a property.

The City has also historically relied on General Development Plans to establish detailed regulations for many planned development areas. While these plans have helped implement the City's long-term development vision, their number and complexity have made it increasingly difficult for property owners, applicants, staff, and decision-makers to determine which standards apply to a particular property.

The Zone Rocklin project is intended to consolidate these requirements into a more uniform citywide framework, while retaining standards that remain important to the character and function of individual areas.

Consultant Contract

On April 23, 2024, the City Council adopted Resolution No. 2024-098, approving a professional services agreement with Miller Planning Associates to assist the City with the preparation of the comprehensive Zoning Ordinance and Zoning Map update.

Since that time, Miller Planning Associates has worked with City staff to evaluate the existing Zoning Ordinance, identify recurring implementation issues, prepare policy recommendations, draft the updated ordinance, and prepare the accompanying zoning and overlay maps.

Recommendations Phase

During the initial phase of the project, staff and the consultant reviewed the existing Zoning Ordinance and General Development Plans, met with City staff and external stakeholders, and identified opportunities to improve the organization, clarity, and administration of the City's zoning regulations.

The resulting Zone Rocklin Recommendations Memorandum (**Attachment 1**) concluded the basic structure of the City's land use regulations remained generally sound, but the ordinance had become difficult to use due to numerous amendments, overlapping requirements, inconsistent terminology, and reliance on multiple General Development Plans.

The memorandum identified a series of recommended organizational, procedural, and policy changes to guide preparation of the updated ordinance.

Public Workshops

The City Council and Planning Commission conducted two joint public workshops to review the Zone Rocklin project and provide direction to staff and the consultant.

A workshop was held on February 4, 2025 to review the Recommendations Memorandum and discuss the overall approach to the comprehensive update. A subsequent workshop was held on May 5, 2026, to review the principal components of the draft ordinance.

Comments received during the workshops were considered and, where appropriate, incorporated into the draft documents included in this packet.

Public Outreach and Review

Throughout the preparation of the Zone Rocklin project, staff and the consultant provided multiple opportunities for review and comment by City departments, stakeholders, property owners, applicants, and members of the public. These opportunities included information and draft materials posted on the City's Zone Rocklin webpage, informational flyers and handouts, direct outreach to stakeholders and interested parties, opportunities to review and comment on draft Code provisions, and public discussion at joint City Council and Planning Commission workshops. Comments received through these outreach efforts and during the workshops were considered and, where appropriate incorporated into the draft documents included in this packet.

The proposed Zoning Code, Zoning Map, and associated project materials were made available for public review in advance of the September 1 2026 Planning Commission hearing, and in advance of the City Council hearing. Additional comments received through the public hearing process will be considered prior to final action by the City Council.

Summary of Planning Commission Hearing and Action:

On September 1, 2026, the Planning Commission (Commission) considered the proposed project. Staff and the City's consultant, Martha Miller of Miller Planning Associates, presented the item, and staff provided a Blue Memo identifying additional recommended revisions to the proposed Zoning Code.

The Commission asked clarifying questions regarding parking requirements, accessory structures, and the overall zoning update process. One public comment was received in support of the project. Following the close of the public hearing, the Commission deliberated and expressed support for the proposed changes, finding the modifications reasonable and consistent with the objectives of the Zone Rocklin project. The Planning Commission subsequently voted 5-0 to recommend approval of the project to the City Council.

Project Components:

The Zone Rocklin project consists of the following primary components:

1. General Plan Amendment – Minor text amendments to the General Plan and revisions to the General Plan Land Use Map to clean up inaccuracies/inconsistencies.
2. General Development Plan Amendments – Repeal of a majority of the existing General Development Plans and incorporation of a limited number of development standards into the updated Zoning Ordinance as overlays.
3. Zoning Ordinance Amendment – Repeal and replacement of Title 17 (Zoning) of the Rocklin Municipal Code. The updated ordinance includes:
    - Consolidation and replacement of a limited number of applicable General Development Plan standards into overlay areas;
    - Updates to zoning districts, land use classifications, definitions, and permit requirements;
    - Updates to development standards, design standards, and administrative procedures; and
    - Related amendments to other provisions of the Rocklin Municipal Code necessary to ensure internal consistency.
4. Zoning Map and Overlay Map Amendments – Adoption of a new Official Zoning Map and Overlay Map, including the rezoning of a select number of properties to provide for consistency with the General Plan, replacement of obsolete zoning classifications, correction of mapping inconsistencies, and implementation of adopted City policy.

Organization:

The draft Zoning Code is organized into five divisions, each containing information on a specific regulatory category and purpose. These five divisions are:

- Division I – General Provisions establishes the overall purpose of the Zoning Code and the general rules that govern its applicability and use.
- Division II – Zone Regulations specifies land use and development standards for each of the base zones and overlay zones within the City.
- Division III – Citywide Standards includes regulations that apply to multiple zones and requirements for special regulatory programs.
- Division IV – Administration contains provisions for the authority and administration of the Zoning Code, including common procedures, permit processes, and enforcement.
- Division V – Terms and Definitions serves as a refence for previous sections of the Zoning Code. It contains definitions of all land use classifications and other terms used throughout the Zoning Code.

Major Policy and Regulatory Changes:

Although much of the updated ordinance reorganizes, consolidates, or clarifies existing requirements, the project also includes targeted substantive changes. Major changes are summarized below.

Consolidation of General Development Plans

The City has adopted numerous General Development Plans (GDPs) that establish development standards, permitted uses, and procedural requirements for individual planned development areas throughout the City.

There are currently seventy-three (73) active General Development Plans. As part of the Zone Rocklin project, staff proposes to repeal seventy-two (72) of these GDPs and incorporate applicable zoning provisions into the proposed Zoning Code and associated Zoning Map. This will allow these areas to be regulated through the City's standard zoning districts rather than through numerous separate planning documents.

The College Park General Development Plan (Ordinance No. 1157) would be retained due to its complexity and the adopted Development Agreement governing the property. The College Park GDP would be incorporated into the new Zoning Code as an overlay district, with its existing development standards remaining in effect.

This approach is intended to reduce reliance on separate documents, improve transparency and ease of use, and establish a more consistent citywide regulatory framework.

The repeal of the GDPs would not affect existing development approvals, tentative maps, conditions of approval, development agreements, or other vested entitlements, which would remain effective in accordance with their terms.

The GDPs to be repealed are included as **Table 1** below.

Table 1 – General Development Plans Being Repealed

No.	Project Name	Ordinance No.
1	Sierra Meadows	358
2	Stanford Ranch; 1020 is Stanford Terrace Condos	1146
3	The Everette Apartments (formerly Granite Oaks)	532
4	Fairway Heights	592
5	Rocklin Manor Apartments	553
6	Springview Oaks	561
7	Springview Meadows	562
8	Rossi/Tarabertz	567
9	Granite Springs Village	577
10	Five Star	1064
11	Sierra Pacific Business Park	600
12	Stonebrook Estates	604
13	Southside Ranch	605
14	Emerson	612
15	Rockmoor Estates	614
16	Mill Street Properties	625
17	Whitney Oaks	870
18	Clover Valley Estates Units 1-3, Mission Oaks, Clover Valley Woods	632
19	Fox Ridge Subdivision	838

20	Rocklin Executive Park	640
21	Yankee Hill Estates	642
22	BNB Investors	646
23	Rockmoor Estates Phase 2	653
24	Croftwood Subdivision	1004
25	SE Corner of Ruhkala and Evelyn	675
26	Sunset and Whitney	692
27	Granule Subdivision	705
28	Midas and Pacific	706
29	Croftwood Subdivision	711
30	Stensen Estates	712
31	Oak Court Ordinance	714
32	The Highlands	824
33	Sunset West	1147
34	Oakrock Estates	741
35	Schatz Lane	742
36	Rocklin Civic Center Plan	1089
37	Clover Valley Lakes	925
38	Quarry Ridge I-V	776
39	Rocklin Road Mini Storage	769
40	The Highland Unit 5	787
41	Rocklin Ranch Industrial Park	1048
42	Emerald Oaks	820
43	Granite Drive Tech Center	822
44	Foothills Automotive and Retail Center	833
45	Woodside Park	847
46	Quarry Ridge Units 6 and 7	848
47	Rock 8 Commercial	853
48	Granite Lakes Estates	958
49	Sierra College Area	857
50	Northwest Rocklin	1121
51	Sierra Valley Oaks Ordinance	867
52	Atlantis Residential Development	872
53	Reflections at Sierra College	874
54	Rocklin 94	878
55	Bender Office Insurance Bldg.	894
56	Villages at Civic Center	1086
57	Vista Oaks	914
58	Highlands Parcel A	915
59	Lea Subdivision	921
60	4865 Grove Street	922
61	Pacific Tech Park	1038
62	ZL Rocklin	1068
63	Triton Tower Mixed Use	935
64	Parklands	1009
65	Rocklin Crossing	975
66	Rocklin Commons	956
67	Rocklin 60	1047
68	Center at Secret Ravine	978

69	Sierra Gateway	993
70	Granite Terrace	1008
71	Sunset Hills Townhomes	1036
72	South Whitney Mixed Use	1052

Updated Zoning Districts

The Zone Rocklin project updates the names, organization, and purpose statements of the City's zoning districts. Existing zoning districts have been renamed or consolidated into new classifications without materially changing the types of uses permitted on the affected properties. These changes are intended to simplify the zoning system, eliminate outdated terminology, and improve consistency between the Zoning Code and General Plan.

The revised Zoning Code establishes the following base and overlay zoning districts:

Table 2 - Base and Overlay Zones

Zone Symbol	Zone Name
Residential Zones	
RE	Residential Estate
RL	Residential Low Density
RM	Residential Medium Density
RMH	Residential Medium High Density
RH	Residential High Density
Commercial Zones	
CMU	Commercial Mixed Use
CN	Commercial Neighborhood
CG	Commercial General
CS	Commercial Service
Employment Zones	
BP	Business Park
IL	Industrial Light
IH	Industrial Heavy
Public and Semi-Public Zones	
PF	Public Facilities
PROS	Parks, Recreation, and Open Space
Overlay Zones	
-AU	Automotive Overlay Zone
-CP	College Park Overlay Zone
-GA	Greenbrae Island Annexation Area Overlay Zone
-HD	Historic District Overlay Zone
-PD	Planned Development Overlay Zone
-RD	Residential Development Overlay Zone
-RMD	Residential Minimum Density Overlay Zone

For residential zones, certain parcels include a numerical designator followed by a **"+"**, which identifies the minimum required residential density, expressed in dwelling units per acre. These density designations are included to ensure continued compliance with the City's Regional Housing Needs Allocation (RHNA) requirements, consistent with the adopted Housing Element.

The updated zoning classifications would be reflected on the City's revised Zoning Map. Together, these changes are intended to create a more intuitive zoning framework and make it easier for property owners, applicants, staff, and the public to identify the zoning designation and the corresponding regulations applicable to individual properties.

Development Standards

The Zone Rocklin project updates development standards to improve clarity, address recurring implementation issues, and reflect current planning practices. These include standards for setbacks, accessory structures, parking, landscaping, fences and walls, signs, outdoor uses, special events, lighting, and development adjacent to residential property.

Many of these changes consolidate requirements that are currently located in different portions of the Zoning Code, General Development Plans, or administrative interpretations. The updated standards are intended to provide a more consistent citywide approach while retaining specialized requirements where necessary to address particular land uses or development conditions.

Overall, the updated standards would not substantially modify development intensity beyond that permitted by the General Plan.

Approval Procedures

The Zone Rocklin project clarifies which applications may be approved administratively and which require review by the Planning Commission and/or City Council. The updated Zoning Code also clarifies procedures for Advisory Reviews, Conditional Use Permits, Design Reviews, Zoning Clearances, Interpretations, Variances, Reasonable Accommodations, Extensions of Time, Modifications, and Appeals.

The project also establishes a new Minor Use Permit procedure for lower-impact uses that warrant discretionary review but do not rise to the level of a Planning Commission Conditional Use Permit. Minor Use Permits would be reviewed administratively, require applicable findings, and allow conditions of approval to be imposed where necessary to ensure compatibility with surrounding development. This provides an intermediate level of review between a ministerial Zoning Clearance and a Conditional Use Permit.

Other Notable Code Changes:

Over the years, City staff has developed and relied upon numerous administrative interpretations and determinations to address issues that are not clearly or specifically addressed in the existing Zoning Code. These interpretations have provided necessary

direction for the review of development applications and other zoning matters but, in many cases, are maintained separately from the Rocklin Municipal Code.

As part of the Zone Rocklin project, staff is proposing to incorporate many of these longstanding interpretations and practices directly into the Zoning Code. Codifying this direction will provide greater clarity and consistency, reduce reliance on separate interpretations, and make the City's requirements more accessible to property owners, applicants, staff, and the public. The Zone Rocklin project also includes new or expanded standards in areas where the existing Zoning Code provides limited guidance. Several notable examples are described below.

Home Business

The Zoning Code revises the City's Home Business regulations to provide clearer standards for businesses operating from residential properties. The proposed regulations allow up to twelve (12) clients per day, clarify various home business activities, and require the biennial renewal of Home Business Permits, consistent with the City's business license process.

Landscaping

A new Landscaping chapter consolidates and establishes standards for required landscaping, landscape design, maintenance, and water efficiency consistent with applicable State requirements.

Lighting

A new Lighting chapter establishes standards for exterior lighting associated with new development and additions. These provisions are intended to provide adequate lighting while minimizing glare and light trespass onto adjacent properties.

Use Classifications

The Zoning Code establishes updated Use Classifications to more clearly define and organize the land uses regulated by the City. The classifications modernize existing terminology, address uses that are not clearly identified in the current Zoning Code, and provide a more consistent framework for determining where individual uses are permitted.

Parking

Parking regulations have been updated and consolidated to provide clearer and more consistent requirements. While modified standards do not reduce required parking amounts for individual uses, the revised standards do provide additional flexibility for existing development, including provisions addressing changes of use within existing buildings, shared parking arrangements, and opportunities for parking reductions where appropriate.

Telecommunication Facilities

A new Telecommunication Facilities chapter establishes comprehensive permitting, design, and siting requirements for wireless telecommunication facilities. consolidating requirements that have historically been addressed through a combination of existing Zoning Code provisions, Federal and State requirements, and administrative practices.

Outdoor Dining
The Zoning Code expressly allows outdoor dining and seating as an accessory to established eating and drinking uses, consistent with current City practice. Codifying this allowance provides clearer direction regarding when and how outdoor dining may be established.

Accessory Dwelling Units
The proposed amendment clarifies the limited circumstances under which an accessory dwelling unit (ADU) may be located within a required front setback, when it is physically or legally impossible to locate the unit elsewhere on the property while complying with applicable setbacks, height limits, building and fire safety requirements, and utility access requirements. The amendment also establishes a specific provision for legal flag lots, allowing the front yard of a flag lot to be treated as a side yard for purposes of determining the setback applicable to an ADU.

Housing Element Implementation
The Zoning Code also implements applicable actions identified in the City's adopted 2021-2029 Housing Element, including Programs 16 (Low-Barrier Navigation Centers), 17 (Supportive Housing), 21 (Employee Housing), and 23 (Community Care Facilities). Incorporating these requirements into the Zoning Code ensures consistency between the City's zoning regulations and its adopted Housing Element.

General Plan Amendments and Rezones:

The Zone Rocklin project includes amendments to the General Plan Land Use Map and Zoning Map for selected properties. Most map changes are intended to correct mapping errors, resolve inconsistencies between General Plan and zoning designations, replace obsolete or unclassified zoning, apply an updated zoning district equivalent to an existing district, reflect previously approved land use actions, or implement adopted General Plan or Housing Element policy.

Many of the proposed Zoning Map changes involve only a change in district name or conversion to the closest equivalent district under the updated Zoning Code and would not materially alter the uses or development intensity allowed on the affected property.

As part of this process, properties currently regulated by a General Development Plan would generally be assigned the new base and overlay zoning districts that most closely reflect their existing General Plan designation and applicable development standards.

General Plan Text Amendments:
The proposed Zoning Code also requires several minor text amendments to the General Plan to maintain consistency between the two documents. The existing General Plan includes references to the City's Zoning Compatibility Matrix, which identifies the zoning districts considered consistent with each General Plan land use designation.

Under the proposed Zoning Code, zoning consistency would instead be addressed directly within the Zoning Code. Accordingly, the General Plan Amendment would remove references

to the Zoning Compatibility Matrix and delete Table 4-4, Zoning Consistency Matrix. Related language in the General Plan Implementation provisions would also be updated to recognize that the Zoning Code identifies the zoning classifications consistent with each General Plan land use designation.

The amendments do not modify the General Plan land use designations or change the development potential established by the General Plan. Rather, they remove outdated references and ensure the organizational consistency of the proposed Zoning Code.

Amendments to Other Sections of the Rocklin Municipal Code:

In addition to the comprehensive update to Title 17, the Zone Rocklin project includes amendments to several other sections of the Rocklin Municipal Code to maintain consistency with the revised Zoning Code. Many provisions elsewhere in the Municipal Code currently reference specific zoning districts, definitions, chapter numbers, or individual sections of Title 17 that would be renamed, reorganized, or replaced as part of the Zone Rocklin project.

These amendments are administrative and are intended to update cross-references and terminology so that other portions of the Rocklin Municipal Code continue to function as intended following adoption of the new Zoning Code. The amendments generally do not change the substantive requirements of these sections.

The proposed amendments include updates to provisions addressing development and other City regulations contained in Titles 3 (Revenue and Finance), 5 (Business Taxes, Licenses and Regulations), 6 (Animals), 8 (Health and Safety), 9 (Public Peace, Morals and Welfare), 10 (Vehicles and Traffic), and 16 (Subdivisions) of the Rocklin Municipal Code. Examples include replacing references to existing zoning classifications with the corresponding new zoning districts, updating references to relocated definitions and development standards, and correcting section and chapter references throughout the Rocklin Municipal Code. **Attachment 2** is a redline of the proposed amendments to the Municipal Code.

Collectively, these amendments are intended to ensure that the remainder of the Rocklin Municipal Code remains internally consistent with the terminology, organization, and section numbering established by the new Zoning Code.

General Plan Consistency:

The Zoning Code is one of the City's primary tools for implementing the General Plan. The proposed Zoning Code establishes zoning districts, permitted uses, development standards, and review procedures that implement the land use pattern, densities, intensities, and policy direction established by the General Plan.

The Zone Rocklin project does not substantially modify the City's planned development pattern. Instead, it provides an updated regulatory framework for implementing that pattern, while supporting compatible development, housing opportunities, commercial and employment uses, high-quality design, and established neighborhoods.

Staff therefore finds that the proposed Zoning Code, Zoning Map, and associated amendments are consistent with the Rocklin General Plan.

Analysis:

The Zone Rocklin project represents a comprehensive modernization of the City's zoning regulations. While many of the proposed changes are organizational or intended to reflect existing City practices, the project also includes revised development standards, new procedures, and changes necessary to maintain consistency with the General Plan, Housing Element, and State law.

Overall, the Zone Rocklin project is intended to create a clearer and more consistent regulatory framework while preserving existing development rights and maintaining appropriate review of future development. The primary considerations associated with the proposed project are discussed below.

Overall Effect of the Update

The City's zoning regulations have been modified over several decades through amendments to the Zoning Code, adoption of numerous General Development Plans, administrative interpretations, and changes in State law. As a result, the existing regulations can be difficult to navigate and may apply different terminology, standards, or procedures to similar development. The Zone Rocklin project consolidates these requirements into a more consistent citywide framework, updates terminology and land use classifications, codifies longstanding City practices, and reorganizes the Zoning Code into a more accessible format. These changes are intended to make the City's zoning regulations easier to understand and administer, providing greater predictability for property owners, applicants, the public, staff, and decision-makers.

Existing Development and Property Rights

The Zone Rocklin project is not intended to invalidate previously approved projects or alter existing development rights. Existing permits, development agreements, tentative maps, conditions of approval, and other approved entitlements would remain effective in accordance with their terms.

The updated Zoning Code also recognizes legally established nonconforming uses, structures, lots, and site conditions. Accordingly, adoption of the new Zoning Code would establish updated regulations for future development without invalidating development that was lawfully established or previously approved under existing regulations.

Development Review and Neighborhood Compatibility

The updated Zoning Code establishes consistent development standards and approval procedures while retaining flexibility to address site-specific circumstances. Administrative procedures, including the new Minor Use Permit process, allow lower-impact proposals to be reviewed efficiently while maintaining Planning Commission or City Council review where warranted.

The Zoning Code also retains and updates standards intended to address compatibility between different land uses, including requirements related to setbacks, building height, landscaping, lighting, parking, screening, and operational characteristics. These provisions allow the City to continue addressing potential impacts to surrounding properties while providing clearer expectations for future development.

Housing and Economic Development

A clear and predictable Zoning Code supports both housing production and economic development by making it easier to determine what uses are permitted, what development standards apply, and what approvals are required.

For housing, the updated Zoning Code incorporates applicable State housing laws, implements adopted Housing Element programs, and updates regulations for accessory dwelling units, supportive housing, employee housing, and other residential uses regulated by State law.

For commercial and employment development, the updated Zoning Code consolidates standards, modernizes land use classifications, and clarifies approval procedures. These changes are intended to reduce regulatory uncertainty while maintaining the City's ability to evaluate development for compatibility, design, infrastructure, and consistency with adopted City policies.

Additional Amendments Subsequent Planning Commission Review:

In addition to the amendments presented to the Planning Commission through the Blue Memo at its September 1, 2026 meeting, staff recommends that the City Council incorporate two additional modifications into the proposed Zoning Code. These modifications address the operation of certain small-scale woodworking and similar uses as home businesses, and would permit hotels within the Industrial Light (IL) zoning district when located within 1,000 feet of a highway.

Environmental Review:

The Zone Rocklin project consists of several related actions, including adoption of a new Zoning Code and Zoning Map, the repeal of most existing General Development Plans, and minor technical amendments to the General Plan. Each component has been evaluated under the California Environmental Quality Act (CEQA) as described below.

Zoning Code and Zoning Map

The City’s Zoning Code must be consistent with the General Plan pursuant to §65860(a) of the California Government Code. A zoning ordinance shall be considered consistent if the City has adopted a general plan and the zoning is consistent with the land uses authorized by the General Plan and are compatible with the goals, policies, land uses, and programs of the General Plan. The proposed Zoning Code and Zoning Map will implement the policy direction of, and be consistent with the densities and intensities of land uses anticipated in,

the General Plan and Housing Element, the environmental effects of which were evaluated in detail in the 2012 General Plan EIR and 2025 EIR Addendum.

On October 9, 2012, the City Council adopted Resolution No. 2012-170, approving the 2012 General Plan Environmental Impact Report (EIR), and on August 26, 2025, the City Council adopted Resolution No. 2025-190, approving the August 2025 Addendum to the 2012 General Plan EIR. Pursuant to CEQA Guidelines section 15168, following certification of a Program EIR, an agency may approve later activities as being within the scope of a project covered by a program EIR without the need for an additional environmental document. The proposed Zoning Code and Zoning Map are determined to be a later activity within the scope of the General Plan, and the Program EIR, which adequately describes the activity for the purposes of the California Environmental Quality Act (CEQA). The Zoning Code and Zoning Map would not result in environmental impacts that were not analyzed in the 2012 General Plan EIR or the August 2025 Addendum, and there is no new information or changed circumstances that would require a subsequent EIR.

Additionally, CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. (CEQA Guidelines, § 15183.) The Zoning Code and Map are consistent with the development density established by the General Plan, and there are no project-specific significant effects which are peculiar to the project, and therefore, no additional environmental review is required.

<u>General Plan Technical Amendments:</u>
As part of this update, certain errors in General Plan land use designations for specific properties were discovered on the General Plan Map and are now proposed to be corrected. The parcels affected by the proposed land use map amendments are located throughout the City. In addition, the zoning compatibility matrix is proposed to be removed, as described in this report.

Section 15061(b)(3) (Common Sense Exemption) states, “Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

The General Plan Technical Amendments consist of minor text amendments to the General Plan and map amendments to the General Plan land use designations of specific parcels. The revisions include removing the zoning compatibility matrix (table 4-4), as the consistency of individual zoning district with General Plan land use designations is addressed in the updated Zoning Code. The General Plan Land Use Map amendments include corrections to mapping errors that occurred in development of the General Plan Land Use Map, and changes to designations to reflect current zoning, ownership, and use of specific parcels.

The amendments do not include any new goals, policies, or implementation actions, or otherwise authorize new uses or development of land. The amendments improve internal

consistency, reinforce the existing rules and standards of the existing General Plan land use designations, and correct mapping errors. Therefore, it can be seen with certainty that there is no possibility that this project may have a significant effect on the environment, and it is not subject to CEQA (CEQA Guidelines Section 15061(b)(3)).

Conclusion/Recommendation:

The Planning Commission and staff find that the proposed Zone Rocklin project provides a comprehensive and internally consistent update to the City's zoning regulations, while maintaining the land use framework established by the General Plan. The updated Zoning Code will provide clearer development standards and procedures, implement applicable General Plan and Housing Element policies, and establish a more efficient and predictable regulatory framework.

The Planning Commission and staff further find that the project is consistent with the Rocklin General Plan and supports the public health, safety, and welfare, and therefore recommend that the City Council approve the Zone Rocklin project.

City of Rocklin

Comprehensive Zoning Ordinance Update

Recommendations Memo

ZONE ROCKLIN







January 2025

Prepared By:
Miller Planning Associates
& RRM Design Group

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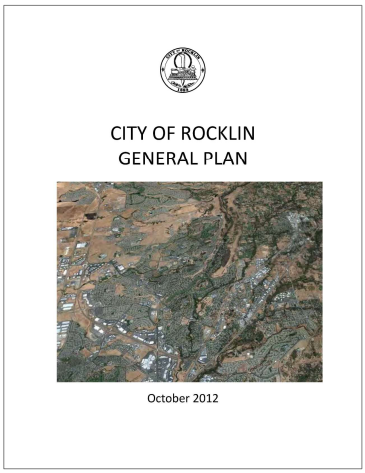
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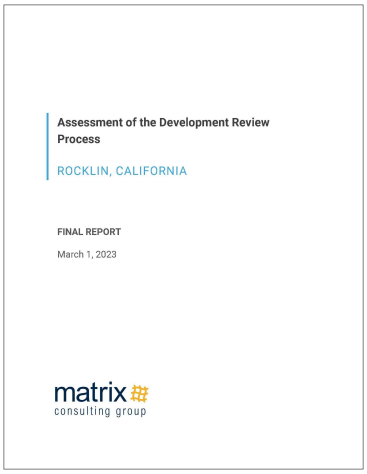
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1 Introduction

A General Plan is a city's primary policy document that sets forth a long-term vision for the community. Zoning regulations specify how each individual property can be used to achieve those objectives. Zoning is the body of rules and regulations that control what is built on the ground, and what uses occupy buildings and sites. Zoning determines the form and character of development, such as the size and height of buildings, and also includes provisions to ensure that new development and uses will fit into existing neighborhoods by establishing the rules for being a "good neighbor."


CITY OF ROCKLIN
GENERAL PLAN
October 2012


Assessment of the Development Review Process
ROCKLIN, CALIFORNIA
FINAL REPORT
March 1, 2023
matrix consulting group

The ZONE Rocklin project is intended to comprehensively revise the City's Zoning Ordinance, Title 17 of the Rocklin Municipal Code, in order to create a concise and user-friendly set of regulations, reflective of the recommendations of the Community Development Department Organizational Assessment completed in 2023 and consistent with the five pillars of the 2023-2025 Rocklin Strategic Plan, and to help realize Rocklin's vision as a safe, vibrant, and livable community with a robust local economy established in the General Plan. The goal of the updated Zoning Ordinance is to create a document that:

- Is *streamlined and transparent* in its administration and decision-making processes
- Promotes *economic development* and *high-quality design*
- Provides *flexibility*
- Is intuitive, contains graphics, and is *user-friendly*
- Is consistent with *State and federal law*

As one of the first steps in the revision process, City staff and the consultant team have been evaluating the current Zoning Ordinance to identify issues that need to be addressed and changes that should be considered as part of the update.

This memo summarizes the principal findings and conclusions of the consultant team's work and recommends a number of ways that the current ordinance could be improved to meet the overall objectives of the update. It is intended to distill key choices and present "big ideas" for the update, which will be further developed and refined as draft regulations are created.

The memo is organized by four topical areas:

- Ordinance Usability;
- Development Standards;
- Review Processes; and
- Compliance with State and Federal Law.

Next Steps

This paper will be the basis for a joint study session with the City Council and Planning Commission. Comments from the study session and further work with City staff will guide preparation of a preliminary outline and initial drafts of regulations. The draft regulations will be presented in "modules" for subsequent review.

2 What is Zoning?

While the General Plan sets forth a wide-ranging and long-term vision for the City, the Zoning Ordinance specifies how each individual property can be used to achieve those objectives. Zoning is the body of rules and regulations that control what is built on the ground, as well as what uses occupy buildings and sites. Zoning determines the form and character of development, such as the size and height of buildings, and also includes provisions to ensure that new development and uses will fit into existing neighborhoods by establishing the rules for being a "good neighbor."

A zoning ordinance deals with two basic concerns:

- How to minimize the adverse impacts that buildings or use of one's property can have on its neighbors; and
- How to encourage optimal development patterns and activities within a community, as expressed in planning policies.

What Zoning Can Do

Zoning is used to implement the community goals expressed in a general plan and other land use plan documents. Zoning can do the following:

- **Use Regulations.** Zoning specifies the types of uses allowed in each of the Zoning Districts. Specifically, each district specifies what uses are permitted, what uses are conditionally permitted and must apply for a conditional use permit and are required to meet specified standards or limitations, and what uses are prohibited. In this way, the zoning determines the appropriate mix of compatible uses, as well as how intense these uses can be.
- **Development and Design Standards.** Zoning reflects the desired physical character of the community in a set of development and design standards that control the height and bulk of buildings, streetfront and architectural character, location of parking and driveways, "buffering" of uses, and landscape needs.
- **Performance Standards.** Zoning often includes standards that control the "performance" of uses to ensure land use compatibility between new and existing neighborhoods or uses. Performance standards address items such as noise, glare, vibration, and stormwater runoff.
- **Predictability.** In addition to offering property owners safeguards relative to constitutionally protected property rights, the use regulations and development standards established in zoning provide neighbors with assurance of what land uses are permitted and to what scale they may be developed. Predictability is important to economic development. Prospective employers often

consider multiple communities during their site selection process. Employers will want to eliminate as much risk, or unpredictability, as possible in selecting a site. City staff benefits too, since the need for case-by-case discretionary review of development applications is reduced.

What Zoning Cannot Do

There are things that zoning cannot do, since zoning is limited in some respects by State and Federal law and legal precedent. However, issues not addressed in zoning are usually addressed by other planning tools, such as specific plans and design guidelines. Zoning will not do the following:

- **Dictate Architectural Design City-Wide.** Although zoning can improve the overall physical character of the community, it can only do so with respect to the building envelope—the height, bulk, and basic elements of structures and their orientation and location on the site. The architectural style or detailed design elements of a building, such as colors and finish materials, are better addressed in area specific design guidelines.
- **Regulate the Free Market.** Zoning cannot create a market for new development. For example, it cannot determine the exact mix of tenants in a private development. It can, however, create opportunities in the real estate market by removing barriers and offering incentives for desirable uses.
- **Establish Land Use Policy.** Zoning is a tool for implementing land use policy, not setting it. As such, zoning is not the appropriate means for developing a new vision for a community, or creating new City policy. Zoning takes direction from the General Plan and other established land use plans and policies.

The Basic Dilemma: Flexibility vs. Certainty

As Rocklin considers how best to improve its zoning regulations, one issue will be how to find the right balance between flexibility and certainty that will best reflect the community and implement the General Plan and other policy documents. The dichotomy between these concepts creates tension, not only for City officials and staff who use the Zoning Ordinance on a day-to-day basis, but also for homeowners, business owners, and others who may only come into contact with zoning a few times over the years they may live or work in the City. Everyone wants to know the rules and standards by which new development will be judged – how are decisions made to approve, conditionally approve, or reject applications? For many, knowing the timeframe as well as the criteria for approval also is important – who has appeal rights, and when is a decision final so a project can proceed?

For others, flexibility is important: the site or existing building may be unique, the design innovative and responsive, or the public benefits so compelling that some relief from underlying requirements and

generic architectural details may be appropriate. Perspectives of different ordinance users help inform the discussion about this issue.

USERS' PERSPECTIVES

Expectations about what zoning should or should not do, and how far it should go, can vary widely depending on individual perspectives. Applicants view zoning differently than design professionals, and City staff perspectives are not always the same as those of residents or City officials. At the risk of over-simplification, we offer the following set of expectations for different ordinance users as a starting point for thinking about regulatory options for updating the Zoning Ordinance.

Applicants

Individuals applying to the City for a development approval generally want to know:

- What are the rules that the City follows for development review? These include use regulations, design guidelines and standards, and development standards, review procedures, and criteria for decision-making.
- What is the timeframe for decision-making, and when is a decision final? Is it the day the approval is granted, or is there some stated time they have to wait before they know they can proceed with the next steps, refine an architectural design, solicit bids, and initiate construction?
- What relief or exceptions can they request if a standard limits what they would like to do with their property or their building? In thinking about relief, it often is useful to distinguish concerns about what the allowable uses are (recognizing that use variances are illegal and the only way to accommodate different uses would be through a rezoning (through text amendment or map amendment)) from concerns about how to accommodate a design or improvement on a lot. Relief may be needed from physical development standards (e.g. setbacks or fence height limitations) or from performance requirements that relate primarily to the impact of a use or building design on an adjacent lot.
- How important are neighbor concerns in the decision-making process? If an applicant follows the rules, does the City have the right to require changes to a design solely because of a neighbor's objections? Are there limitations on conditions of approval or are all elements of a project "negotiable"? Does the City distinguish "as-of-right" development applications from those requesting exceptions to the standards in weighing how far to go to respond to community concerns?

Design Professionals

Architects and other design professionals typically want to know the answer to the same questions applicants pose, but because of their specific role in a project, they often want to know more specifically how much flexibility the zoning ordinance allows for site planning and architectural design. If the City wants to mandate certain design solutions, as opposed to "encouraging" a type of design, the zoning ordinance should say so to avoid misunderstandings during the development review process.

An example of a mandated design solution is a requirement for windows or display spaces and a prohibition of blank walls on retail frontages. In this context, design professionals also want to know whether the mandate is a guideline or a development regulation. If it's a regulation and the proposed building design doesn't benefit from adding windows, it will be necessary to request a specific form of relief, which could be a variance or a design modification, in order to deviate from the dimensional requirements. By contrast, if the mandate is a design guideline, it may be possible to propose an alternative design solution that meets the guideline's objective without applying for a variance or design modification if the ordinance provides for alternative ways to comply with a guideline.

City Staff and Officials

City staff and officials also want flexibility for a number of reasons:

- To respond to community concerns;
- To implement the General Plan, more specific plans, and to further public policies;
- To reconcile competing priorities, as is frequently the case with a General Plan; and
- To protect unique and special resources, which may range from historic buildings, to affordable housing, and unique character areas.

Residents and Business Owners

While staff and City officials strive to respond to community concerns, residents and business owners don't always have the same perspective on zoning, particularly if they feel their self-interest is not served. Many critical issues are decided when a General Plan is prepared; however, as implementation details are worked out, community thinking about General Plan direction may evolve, and there may not be consensus on all of the regulatory solutions proposed to implement the plan.

Neighbors want to know with some certainty what can be built, so there are no surprises once construction begins. However, if they have concerns, they would like to know what the process is for community input – how much flexibility the City has to condition approval and what they can do to affect the final result.

Business owners likewise want to know whether they can expand or adapt space to new uses or activities. Being able to respond quickly to changing markets is important, and lengthy review times are an anathema to that objective.

TRADEOFFS

As the City considers the next steps for regulatory reform, discussion of choices could address these basic philosophical issues:

- **Flexibility vs. predictability:** Is the zoning ordinance intended as a rule of law or a rule of individuals? Should the area for negotiation be wide or narrow? To what extent should this be determined by the ordinance or by practice?
- **Flexibility vs. administrative cost:** What are the costs to the applicant, to opponents, and to the City's tolerance for hearings?
- **Development cost vs. quality:** Standards should be written with an understanding of their effect on developers' and consumers' costs and on the quality of the environment for both user and community at large.
- **Preservation vs. development:** Will a particular regulation stimulate or dampen change in uses, users, or appearance? A related issue is whether adopting a new standard will result in a proliferation of nonconforming situations, which could also discourage investment.
- **Under regulation vs. over-regulation:** How does the community strike the right balance and find the least number of rules that will do the job?

Striking the right balance will not be easy, and lessons from similar communities that have recently amended their zoning ordinances can enable the City to avoid mistakes others have made and achieve its goals for economic development and sustainable land use.

3 Ordinance Usability

The need to make Rocklin's Zoning Ordinance and regulatory framework more user-friendly and concise was noted during meetings with ordinance users as well as City staff. Staff commented that the Zoning Ordinance is difficult to navigate and often uses antiquated terminology. Users and City staff have complained that when they look up the regulations governing a project, they have no confidence that they are seeing a comprehensive list, particularly because a General Development Plan may contain a site specific development standard or use allowance. Because standards are dispersed, and often located outside of the Zoning Ordinance itself, users are left with a nagging fear that a "hidden" regulation might affect the viability of a project. Uncertainty regarding development possibilities can be a significant barrier when attempting to attract investment. A well-organized zoning ordinance is easy to use, navigate, and understand. This section contains general observations about the existing organization, format, and usability, as well as strategies for improving these aspects of the existing Ordinance and regulatory framework.

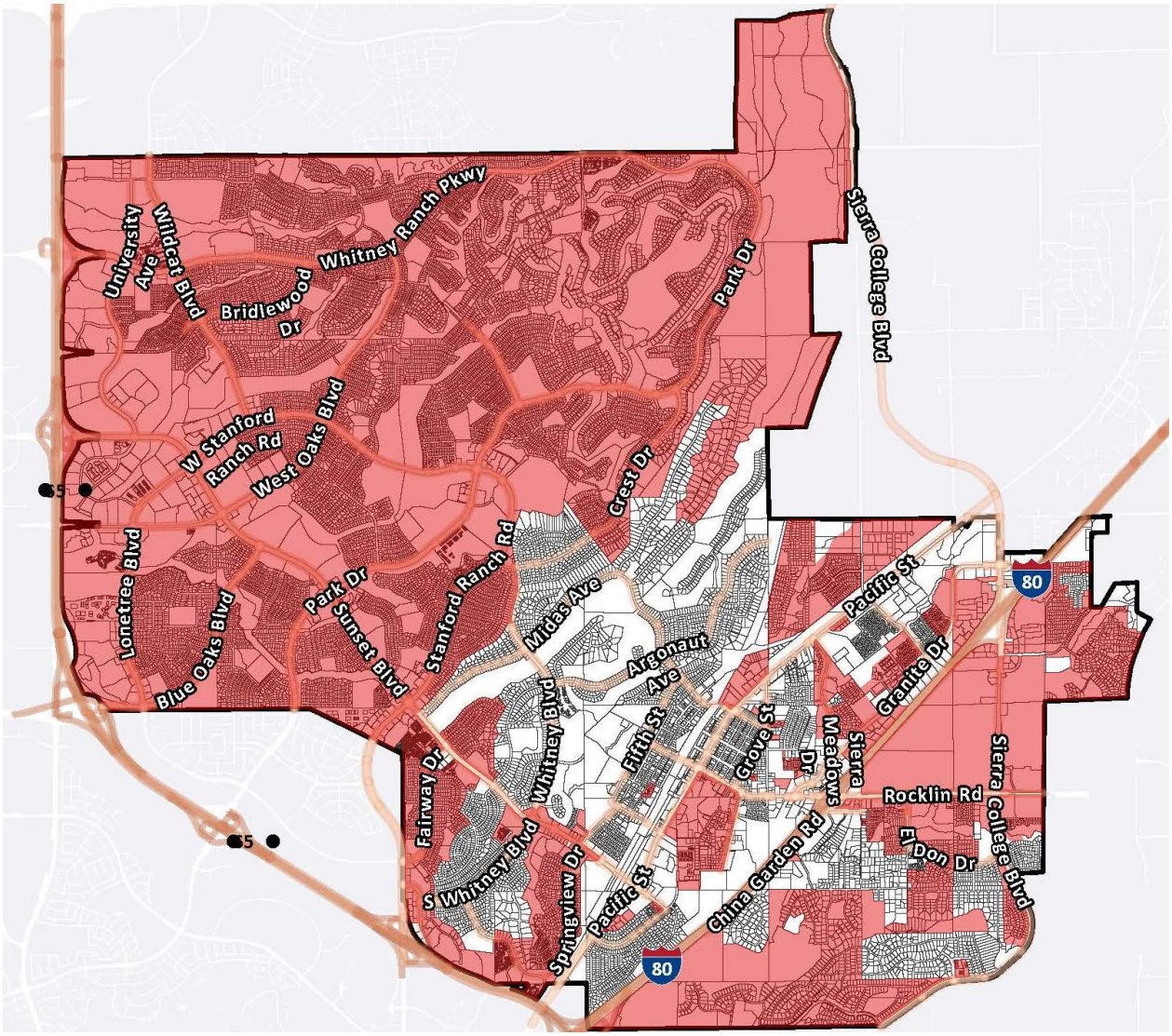
Organization and Style

The City's current Zoning Ordinance, Title 17 of the Rocklin Municipal Code, is organized in a manner that exhibits an underlying structure, but has been amended numerous times, where additional chapters and regulations were added without sufficient attention to the overall structure and organization. The basic framework of the current Ordinance was established nearly 50 years ago and has been amended dozens of times since then. The end result is a complex Ordinance that is difficult to navigate.

The general structure of the Ordinance begins with introductory provisions; follows with standards applicable to base zoning districts, overlay districts, and citywide; and concludes with administrative and review procedures. However, there are numerous exceptions to this structure. For example, the Greenbrae Island Annexation Area Overlay Zone is located by itself in the beginning of the Ordinance, 28 chapters before the rest of the overlay zones which are grouped together. Further in the document, chapters are haphazardly arranged, alternating between administrative procedures, use regulations, and citywide standards. Overall, the chapter ordering of the Ordinance is not always intuitive, and sections that should be grouped together are often found far apart or separated by other chapters. This organization leaves standards of development spread out among various sections.

General Development Plans in particular have been identified by users and City staff as problematic. Planned Development (PD) zones were intended to provide the means for greater creativity and flexibility in design than is provided under the strict application of standard zoning districts. General Development Plans (GDPs) have historically served as zoning documents within the PD zones. Unfortunately, GDPs have been overutilized within the City, and have resulted in PDs applying to approximately 75 percent of the

City's geographic area. Some of the larger GDPs include Stanford Ranch, Sunset West, and Northwest Rocklin.



Areas subject to General Development Plans.

The extent of development-specific standards varies in each General Development Plan, ranging from essentially creating new zoning districts and development standards to simply allowing a parking reduction or limited increase in lot coverage. Other General Development Plans rely solely on the Zoning Ordinance for development standards. Additionally, the prescriptive standards contained in the General Development Plans have not always retained their relevance over time, leading to the need for multiple amendments which may affect all or just a portion of the Planned Development area. While the original intention of using Planned Development and General Development Plans to allow for the master planning of development and provide flexibility in development standards and mix of land uses is commendable, they essentially created numerous mini-zoning codes that apply throughout the City. Further, as they are separate documents, users don't always know to look at development plans—or which version is the most recent—and often miss their development implications.

Users should be to be able to find out, by looking in the first part of the Zoning Ordinance, what can be built, what the rules are for a particular use or what can be done with a particular lot in a zoning district, and then how to get approval if any permits are required. It is preferable to place definitions last since they should not include policy statements, and would only be consulted to clarify a question about the meaning of a specific term. Finally, as discussed later in this memo, all of the land uses regulated by the Zoning Ordinance should be clearly defined. The number of undefined land uses in the current Zoning Ordinance has led to a considerable amount of ambiguity, which has resulted in numerous problems over the years.

DEVELOP A NEW FORMAT AND ORGANIZATION

The organization of Rocklin's Zoning Ordinance can be improved in several ways, with the overall organization and formatting of the ordinance reflecting a systematic, consistent, and sound arrangement to facilitate ease of use. First, the City should introduce a new level in the organizational hierarchy and group related chapters into divisions. The 65 chapters within the Zoning Ordinance could then be organized into logical groups, making it easier to navigate. For example, the chapters contained in Zoning Ordinance, could be grouped into five divisions as follows.

- Division I: Introductory Provisions
- Division II: District Regulations
- Division III: Citywide Standards
- Division IV: Administration and Permits
- Division V: Terms and Definitions

Chapters and sections within the divisions should be reorganized so that they flow logically and have a consistent structure. As a general rule, the most frequently consulted provisions should come before those less frequently consulted; and the more general should come before the more specific. These

organizational revisions should be coupled with improvements to the appearance of the text itself to help readability, including wider spacing, different fonts for chapters, sections, and the main text, and consistent indentation.

SIMPLIFY REGULATIONS AND PROCEDURES

Rocklin should ensure that the Zoning Ordinance functions efficiently and with the fewest number of provisions necessary to achieve its goals. To this end, unnecessary and obsolete sections of the ordinance should be removed in order to avoid ambiguity and reduce the sheer bulk of the ordinance.

Each of the over 50 General Development Plans should be reviewed for relevance and their potential to integrate necessary standards into zoning district regulations. In most cases, relevant General Development Plan standards may be integrated entirely into zoning district regulations and thus, the General Development Plan could be repealed. In a few cases, such as development areas that are under construction or subject to a Development Agreement, it will likely make sense to retain General Development Plans. In other cases, General Development Plan provisions unique to certain areas could be retained through overlay districts. Similarly, overlay districts should be evaluated to determine whether the provisions are still relevant and, if so, whether they could be achieved by incorporating requirements in the base district regulations.

Overall, related content should be organized together. Standards that apply solely to a particular set of base districts (i.e., Residential Districts, Commercial Districts, etc.), should be grouped together. Standards that are applicable to specific uses or development citywide, such as parking or sign standards, should be grouped together. Rules governing the construction of language, interpretation of code provisions, and measurement should likewise be grouped together to serve as a reference section that users can turn to in the event of uncertainty regarding code provisions. Consolidating these rules into one section will help to ensure that standards are logical and consistently interpreted and applied.

Unclear Lists of Allowed Uses

Each base zoning district currently contains a list of permitted and conditional uses. Many of the listed uses are not defined, leading to a considerable amount of ambiguity and the need to make numerous interpretations over the years. Frequently, the same type of use appears under similar, but different guises. Sometimes these similar uses are allowed in one zoning district but not another. For example, ‘arts and crafts store’, ‘hobby store’, ‘book store and periodical store’, ‘confectionery store’, ‘drug store’, ‘flower shop’, ‘gift shop’, ‘jewelry store’, ‘record store’, ‘stationary store’, ‘toy store’, and ‘video store’ are permitted uses in the C-1, C-2, and C-4 zones. They are not allowed in the C-3 Zone. However, a ‘variety store’ is permitted in the C-3 Zone and conditionally permitted in the C-4 Zone. Variety stores are not allowed in the C-1 and C-2 zones. None of these uses are defined and it’s difficult to determine the reason for, or the effectiveness of, the distinctions and differences in allowances.

Adding to the difficulty in determining use allowances, how the list of permitted and conditional uses is presented varies by the type of zone. Residential zones repeat a similar list of permitted and conditionally permitted uses. Rather than simply listing the allowed uses in each zone, certain commercial zones (C-1, C-2, C-3, and C-4) and industrial zones (M-1 and M-2) begin by referring to uses allowed in other zones as either permitted or not permitted, making it difficult to decipher what is actually allowed in any particular zone.

UPDATE AND DEFINE LAND USES REGULATED BY THE ZONING ORDINANCE

Many jurisdictions have adopted a flexible system for use regulation to accommodate new development and minimize the need for Zoning Ordinance amendments to accommodate new and changing uses. Typically, this strategy includes the formulation of "use groups" that classify all land uses and activities according to common characteristics. This approach could be incorporated into the Zoning Ordinance Update so that use types are consolidated into a clearly defined modern classification system, which places land uses and activities into groups based on common functional, product, or physical characteristics. There are many advantages to this type of use classification system. Listing use groups instead of specific uses help streamline the use regulation parts of the ordinance. Categories are also broad enough to allow classification of new, unanticipated uses, or types of businesses changes, so that the City does not need to amend these sections or make interpretations as frequently. This system can still allow for standards for problematic uses, such as adult businesses and auto repair, or uses that need to align with State definitions and regulations, such as family day cares and accessory dwelling units.

In the updated Zoning Ordinance, use regulations for each zone should be arranged in tables with cross-references to other applicable regulations to present information in a logical, consistent, and easily navigable format. The use regulations for multiple zones should be presented side-by-side to facilitate comparisons between similar zones and to ease user navigation.

HOW TO USE A LAND USE REGULATION TABLE

1 DETERMINE THE USE YOU ARE INTERESTED IN

All uses are defined in a single chapter - Use Classifications. Within this chapter, uses are categorized into broad groups so that similar uses are found near each other for comparison if a question arises.

2 IDENTIFY IF THE USE IS ALLOWED AND WHAT TYPE OF REVIEW IS REQUIRED

P = Permitted

C = Conditional Use Permit required

- = If a use is not listed it is not allowed

Land uses not listed in the table, and not substantially similar to the uses listed, are prohibited.

3 CHECK SPECIFIC USE STANDARDS

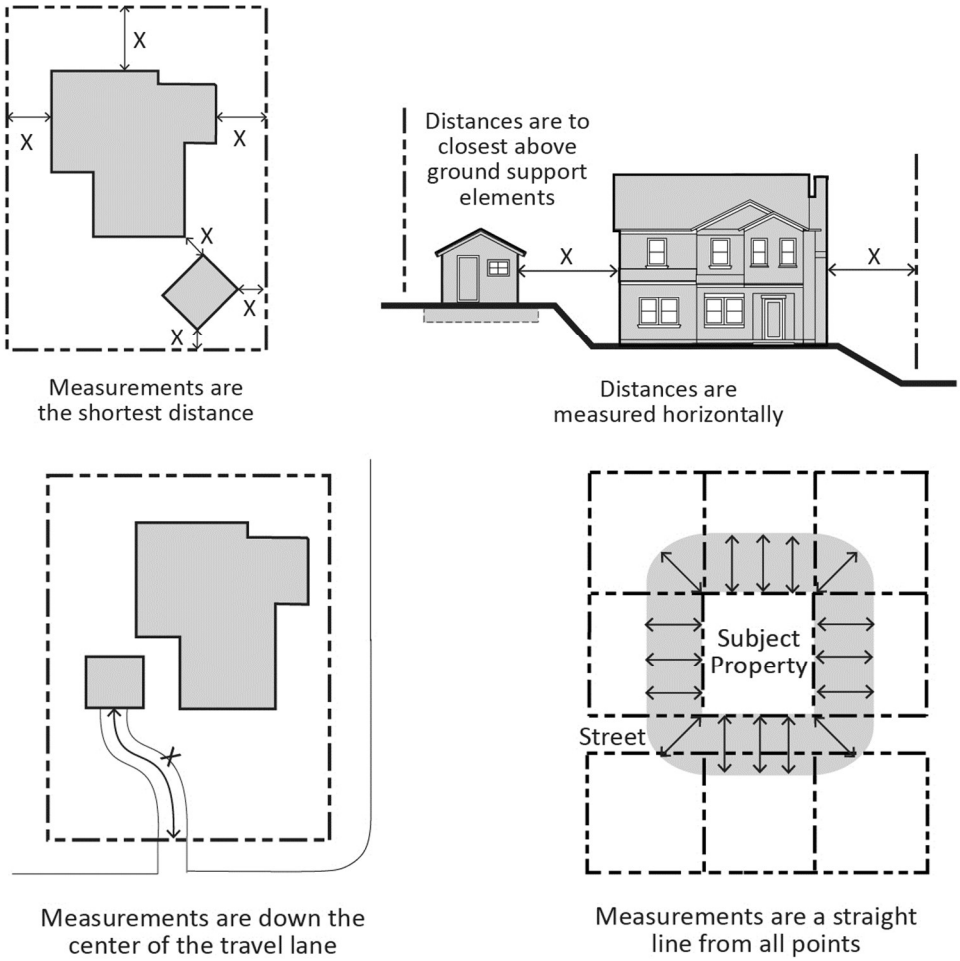
Cross-references identify where these are found in the Ordinance.



LAND USE REGULATIONS - COMMERCIAL AND MIXED-USE DISTRICTS						
"P" =Permitted Use; "C" = Conditional Use Permit required; "-" = use not allowed						
Land Use Classification	*DMX*	*CMX*	*CN*	*CR*	*CS*	*Additional Regulations*
Commercial Uses						
Animal Services	See subclassifications below					
Animal Shelter and Boarding	-	-	-	-	P	
Pet Day Care	C	P	P	P	P	
Veterinary Services	C	P	P	P	P	
Banks and Financial Institutions	P	P*	P	P	P	
Eating and Drinking Establishments	See subclassifications below					
Bars/Nightclubs/Lounges	C	C	C	C	C	
Restaurant	P	P	P	P	P	
Farmer's Markets	P	P	P	-	-	See §TBD, Farmer's Markets
Food Preparation	P	P	P	P	P	
Hotels	P	P	P	P	P	
Personal Services	See subclassifications below					
Retail Sales	See subclassifications below					
Food and Beverage Sales	P	P	P	P	P	
Liquor Stores	C	C	C	P	C	See §TBD, Alcoholic Beverage Sales
General Retail	P	P	P	P	P	
Tobacco Retailers	C	C	C	A	C	
Industrial Uses						
Custom Manufacturing	P	P	P	-	P	
Food and Beverage Manufacturing	See subclassifications below					
Small Scale	-	P	P	-	P	
Large Scale	-	C	-	-	P	
Transportation, Communication, and Utility Uses						
Light Fleet Based Services	-	-	-	P	-	
Transit Stations and Terminals	P	-	-	-	P	

LACK OF CLEAR DEFINITIONS AND RULES OF MEASUREMENT

Though the Zoning Ordinance does currently include a section of definitions, some terms that should be defined aren't, while the definitions of some terms are overly specific. Definitions should convey the meaning of a term; standards should be located in the body of the regulations. The definitions should be updated to include modern terminology and be made more general so that they will apply to terms as they are used throughout the Zoning Ordinance and other City codes. The Zoning Ordinance does not include a separate chapter on rules of measurement. In many cases, they are incorporated into definitions or development standards. Clear rules of measurement ensure that all users are able to determine the way that standards should be applied in the same manner in order to arrive at the same conclusion. Locating a complete set of rules of measurement in one location, either at the beginning or the end of the Ordinance, provides an easy-to-locate reference tool to ensure consistent interpretation and application of standards.



Clear rules of measurement aid in interpretation.

4 Development Standards

The importance of quality design in community spaces and residential neighborhoods cannot be overemphasized. A well-designed city directly elevates the quality of life, which in turn, attracts investment and increases communal pride. Appropriate development standards serve to ensure new development and uses will fit into existing neighborhoods and further community objectives.

Development Standards

The current Zoning Ordinance has a variety of standards that address the design of development. Many of the standards were established more than 30 years ago and reflect the specific development style and context popular at the time. Over the years, additional development standards and requirements have been added with little analysis of how all the standards work together and collectively influence resulting development. Further, current development standards seem to have been written with new development in mind. As the City has grown and developed over the years, new development areas will cease to be the dominant pattern and attention must be paid to better address infill and redevelopment contexts.

Many ordinance users have commented that the standards are inflexible and out of date. They do not reflect contemporary development types such as small lot and townhome development. This sentiment is supported by the number of projects developed through the Planned Development process through which development standards such as lot size, lot coverage, and required setbacks are modified. While the Planned Development process allows development standards to be customized to reflect the specific project and site, overuse of this process has led to an overly complex and difficult to use regulatory framework as discussed in the previous section of this paper.

UPDATE DEVELOPMENT STANDARDS

In order to accommodate contemporary land use and development trends, reflect a more infill pattern of development, and avoid need for extensive use of Planned Development, the City should update development standards to reflect contemporary development patterns, including small lot, townhome, mixed-use, and mixed-density development. For some districts, this may consist of adjustments to required setbacks, reduced minimum lot sizes, and increased, or eliminated, lot coverage restrictions. In some instances, new residential districts reflecting a smaller lot pattern may be warranted.

PROVIDE CERTAINTY AND ALLOW FLEXIBLITY

There is common sentiment that more flexibility should be built into the development standards. At the same time, everyone wants to know the rules and standards by which new development will be judged. The City may strike a balance between flexibility and certainty in its development standards by

establishing a system where development standards address key elements of development form (i.e., height, building placement, site layout) with defined allowances for modifications to the standards provided specific criteria are met. For example, a lesser setback may be provided on one side if a greater setback is provided on the other side. Another option is to offer a menu of options as a flexible way to comply with a particular design principle. The Zoning Ordinance can also include more options for administrative relief from standards where modifications are consistent with General Plan objectives and warranted by special circumstances that may not meet the requirements for approval of a variance based on physical hardship. This could be done in the form of additional provisions for approval of waivers and exceptions specifically targeted at certain types of infill development.

Parking Requirements

The quantity, location, and appearance of parking areas have a substantial impact on the character and functionality of streets, commercial corridors, and residential neighborhoods. Too much parking can limit the utilization of a property and be an impediment to achieving a wide range of community goals. Too little parking can impede accessibility and impact neighborhoods. The amount of parking is optimized when it strikes a right balance between supply and demand.

The majority of the City's parking requirements were established more than 30 years ago. Even the most recently updated requirements—those for commercial, industrial, and assembly uses—were established nearly 20 years ago. The parking requirements reflect the development style and context popular at the time they were adopted and fail to reflect the change in the development context. As the City has grown and developed over the years, new development areas will cease to be the dominant pattern and attention must be paid to better address infill and redevelopment contexts, as well as development trends such as mixed-use and higher-density residential development which are relatively new development types to Rocklin.

Parking requirements also have a large influence on the ability to utilize property. This is particularly true in already built-out areas, where there may not be enough space to provide required parking on already developed sites. Where additional parking spaces cannot be provided due to site constraints, this may result in the negative effect of deterring businesses from expanding or investing within the City.

REDUCE MINIMUM PARKING REQUIREMENTS

The City's parking requirements should be evaluated and reduced where appropriate based on actual and anticipated parking demand, market considerations, and development trends; as well as in consideration of the collective of City goals, including economic development, pedestrian orientation, and housing affordability.

In revising parking requirements, the City should also consider providing uniform parking requirements for grouped land uses with similar space and operational requirements. The City could still provide

separate requirements for land uses that generate unique parking demands. Standardizing parking requirements so multiple uses have the same requirements can ease administration and provide flexibility with regard to what uses occupy a building. Flexibility could also be offered in the way that parking is designed and located, such as allowances for tandem, valet, and stacked parking (parking lifts), thus providing more opportunity for parking in less space.

ENABLE CONSIDERATION OF PARKING REDUCTIONS

The current Zoning Ordinance does not contain provisions that allow a reduction in parking requirements for certain projects. In the past, such reductions were reviewed and approved through General Development Plans. The City could establish a process to allow for the reduction of parking requirements in specific situations where other conditions exist—such as the nature of the proposed operation, proximity to transit service, or characteristics of persons residing, working, or visiting—or elements are provided that would reduce parking demand. Elements that qualify for parking reductions could include proximity to transit, provision of bicycle and/or motorcycle parking, and shared parking.

EXEMPT OR REDUCE PARKING REQUIREMENTS FOR CHANGE OF USE

It is often infeasible to provide additional on-site parking on an already developed site, thus limiting the types of new uses that may locate in an existing building. To support the continued occupancy of existing buildings, the City could consider not requiring additional parking where a new use is established in an existing building even if the new use is subject to a higher parking requirement than the previous use, provided existing parking is retained and there is no change to the building that results in additional square footage.

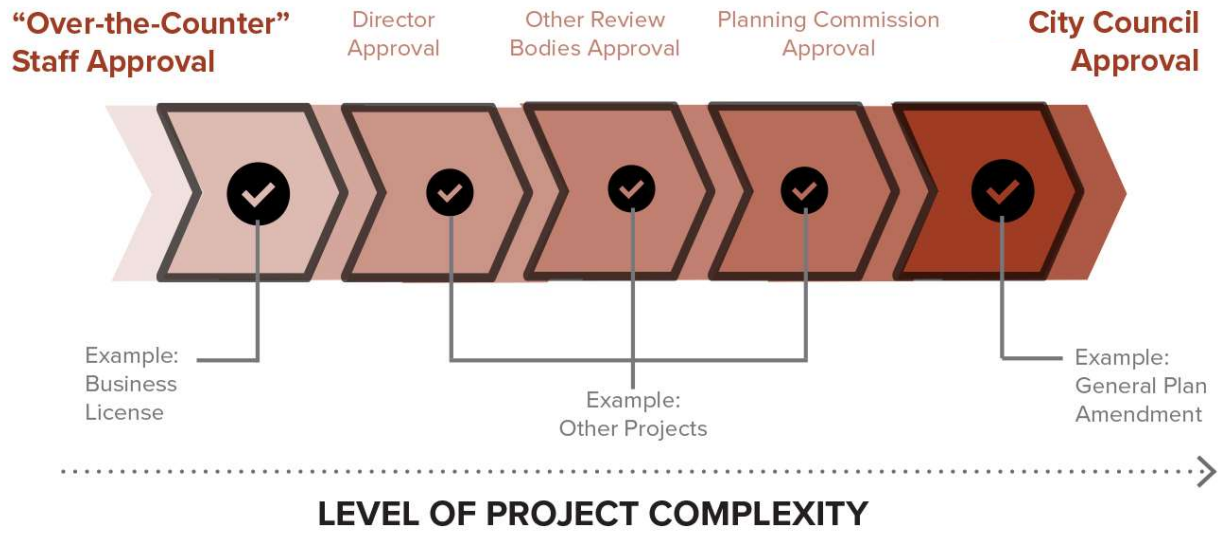
5 Review Processes

Zoning provisions governing development review and other administrative matters create the procedural environment through which the City can achieve the goals and policies laid out in its General Plan and other adopted policies. At their best, development review provisions can promote the type of development a community wants by providing a clear, predictable path to project approval; conversely, vague review processes with unclear requirements can cause developers a high level of anxiety, frustrate community residents, and severely dampen a City's ability to attract desirable growth.

Generally, prospective investors value three central qualities in any administrative code: (1) certainty in the requirements and structure of the review process, (2) built-in flexibility to adjust development standards to the needs of individual projects, and (3) opportunities to request relief from requirements that constitute a substantial burden. Certainty about the types of development they can expect to see in their community is also important to residents. The degree to which Rocklin can incorporate these qualities into its Zoning Ordinance will help improve its ability to compete for desirable development. This section contains general observations about the existing development review procedures and strategies to streamline development review and approval process.

Reliance on Discretionary Review

The flexibility of a Zoning Ordinance is largely defined by its hierarchy of uses and their required permits. This hierarchy establishes the different levels of review the Ordinance requires to make various types of zoning decisions. These decisions typically range from a relatively informal counter staff review of proposed uses and structures for compliance prior to the issuance of a building permit, to more formal and complex procedures requiring public notice and a hearing before the Planning Commission and/or City Council prior to issuance of a use permit or other discretionary zoning approval. The greater the level of review, the more time it takes to process the project; thus, the more time it takes for a business or homeowner to know if they can make a change or operate a business. Creating a lower level of review for minor projects reduces processing times and can reserve staff resources for larger, more complex projects.



The primary factor influencing a project's place in the hierarchy of uses is whether the proposed use is permitted "by right" or allowed subject to certain conditions, or whether a Conditional Use Permit, with review by the Planning Commission or, as is sometimes the case in Rocklin, the City Council, is required. This determination is a reflection of community issues and concerns that should be embodied in the General Plan. Decisions about where an application fits in the hierarchy may also, however, be influenced by how a jurisdiction selects and designs administrative techniques. It is often possible, for example, to reduce the review threshold for a particular type of application (i.e. place it lower in the hierarchy), by increasing the specificity of development standards and performance-based criteria.

ADJUST REVIEW THRESHOLDS

The Zoning Ordinance Update provides an opportunity to adjust review thresholds based on analysis of the types of issues and projects in the City that have typically generated the most interest and concern. Generally speaking, responsibilities should be assigned with a view toward minimizing the number of players involved in making any given decision, while increasing opportunities for meaningful public input.

The number of uses that require discretionary review can be reduced by including carefully crafted standards and restrictions that are specific to specific uses throughout the City or in particular zoning districts into the Zoning Ordinance. As a result, the community and decision-makers may be confident their vision is being implemented and may reduce its watch over individual projects, allowing more projects to be approved administratively.

There are a variety of approaches the City could use to reduce the number of uses requiring review, including permitting more uses by right subject to:

- Compliance with development and design standards that could be added to the Zoning Ordinance based on the community's goals for design quality;

- Compliance with new standards and requirements that reflect "standard conditions" that are typically imposed when such uses have been conditionally approved by the Planning Commission or City Council; and
- Compliance with specific limitations on location, floor area, hours of operation, and similar features that are the source of potential adverse impact.

The incorporation of "limited uses" makes it possible to eliminate discretionary review for those uses that meet specific standards and limitations and do not exceed specified threshold criteria.

The City could extend this concept of assigning the hierarchy of review for development projects based on size and potential impacts to the applicability of Design Review. For example, single-family homes within the Architectural Districts are currently subject to review by the Architectural Review Committee (ARC), except for infill lots, which are defined as projects with no more than four single-family lots which are not part of a larger residential subdivision. These "infill" projects within the Architectural Districts are still subject to staff level Design Review. Design review of single-family homes in these areas rarely results in revisions or refinements of design, indicating that design considerations are sufficiently addressed by development standards and design guidelines. As such, single-family homes in these areas could be exempt from district architectural guidelines, streamlining the process and allowing the ARC and staff to focus on development types that involve more nuanced design considerations, such as new nonresidential and multi-unit development.

CLARIFY CITY COUNCIL'S ROLE AS A LEGISLATIVE BODY

City councils are the legislative branch of City government, responsible for policy-making and enacting ordinances. Review and determination of an individual project's consistency with city policy and adopted ordinances is typically left to Planning Commissions, department heads, or other review bodies. City council review of individual projects is relatively rare, except in cases where the project requires a legislative action or the decision of the Planning Commission or other review body is appealed to the City Council.

In Rocklin, the City Council is the review body for more projects than the average city. The City Council is the approving authority for projects that have certain features, including, but not limited to residential buildings with a height of greater than thirty feet, or with more than two stories and nonresidential buildings or structures with a height of greater than forty feet, or with more than three stories, or include certain uses such as cemeteries, hospitals, and enterprises involving large assemblies of people or automobiles on a permanent basis. At the time such requirements were adopted, these features may have represented significant, community character-defining projects, warranting review by the City's highest governing body. However, as the City has developed, as the overall land use and development context has changed, and as City policies and regulations define a framework under which to evaluate whether specific projects with these components are or are not appropriate, the City can reevaluate the

need for de facto City Council review of these, and other, projects. The City Council also currently sees a large number of projects due to the City's historic reliance on Planned Development, discussed in previous -sections of this memo. This current review process increases review times and reduces predictability, anathemas to the objective of economic development.

Coupled with updated development standards and use allowances in the updated Zoning Ordinance, the City Council may feel confident their policy direction is being implemented and may reduce its watch over individual projects. Through the Planning Commission public hearing process, there would still be opportunity for public review and discretionary action, as well as City Council review should the Planning Commission's decision be appealed.

CONSIDER A MINOR USE PERMIT PROCESS

The City may consider a new type of use permit—a Minor Use Permit—approved by the Community Development Director. The Minor Use Permit would be required for uses that are "limited in scope and impacts" but which currently require a hearing by the Planning Commission. Applications for Minor Use Permits would be subject to public notice and a hearing would only be held if the project were appealed. The Director would also have the authority to defer action and refer the application to the Planning Commission for final action. This concept is similar to the review process currently applicable in the Business Attraction, Retention and Revitalization Overlay (BARRO) Zone, intended to provide a streamlined review process for projects that are consistent with the goals, objectives, and policies of the General Plan and purposes of the zone; however the approach would be refined based on lessons learned through implementing the BARRO Zone procedures. Such a procedure creates more certainty in the process for both the community and developers while still providing opportunities for meaningful public input. Conditional Use Permits would be reserved for uses that pose potential or significant land use compatibility issues and warrant Planning Commission review and approval.

CLARIFY REVIEW PROCEDURES

Finally, the new Zoning Ordinance should set forth clear administrative procedures to be followed for all types of zoning decisions. The level and extent of administrative process required for different types of decisions will vary. However, for even the simplest administrative procedures, the Zoning Ordinance should, at a minimum, establish unambiguous authority for approval.

The approval process can be streamlined simply by consolidating and clarifying procedures and permit approval criteria. Decision-making protocols should be clearly defined so that it is clear how approvals are processed, and the intent of these regulations should be included to help determine if a proposal meets the purpose of the regulation. All pertinent public hearing information (e.g., what information should be included in the notices, how notices are to be given [e.g., mailing, posting, publishing, use of the Internet],

to whom notices should be sent, how hearings are to be conducted) should be located in one succinct chapter so that users will only need to look in one place to locate the applicable information.

6 Compliance with State and Federal Law

California law grants cities and counties relatively broad discretion in the regulation of land uses and development, and the Federal courts and United States Congress have, for the most part, left land use and environmental regulation up to state and local government. There are, however, some important exceptions to this approach. If local regulations conflict with federal law, pursuant to the supremacy clause of the United State Constitution, then local laws are preempted. In some cases, both Congress and the State have identified matters of critical concern that limit the authority of California cities.

This section discusses some State and Federal laws to consider through the update of the Zoning Ordinance and Map.

Housing

As California's housing supply and homelessness crisis continues, the State Legislature has passed numerous pieces of housing legislation in each legislative session of the past several years. Most recent legislation is aimed at reducing barriers to the creation of housing. Highlights of housing related legislation most relevant to the Zoning Ordinance are briefly summarized below.

SB9 - DUPLEXES AND 'URBAN LOT SPLITS'

Intended to increase housing production and affordability, SB 9 provides for the ministerial approval of a two-lot subdivision (also referred to as urban lot splits) and/or development projects for up to two units per single-family residential lot. SB 9 supersedes several City regulations regarding single-family residential subdivision and development standards; however, the bill does preserve some authority for local jurisdictions to impose objective zoning and subdivision regulations.

Specifically, SB 9 provides for the following, effective January 1, 2022:

- A single-family residential property can be improved with up to four units on lot.
- A single-family lot can be subdivided into two separate lots, and each lot can be improved with two units of any kind for a total of four units. The new lots would be subject to the following requirements:
    - Each new lot must be at least 1,200 square feet and must be at least 40 percent of the area of the original lot.
    - The new lots cannot be further subdivided under SB9.

  - The property owner must sign an affidavit stating that they intend to live on one of the lots for at least three years. Community land trusts and qualifying nonprofit corporations are exempt from this requirement.
  - The same owner cannot subdivide adjacent parcels.

- Cities may only apply objective zoning and design standards to properties developed pursuant to SB 9, with certain limitations:
  - Cities cannot apply any standard that would preclude the construction of two units of at least 800 square feet each.
  - Cities must allow minimum side and rear setbacks of no greater than four feet.
  - Cities may only require one parking space per unit and cannot require any parking if the property is located within one-half mile of a transit corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours, within one-half mile of a major transit stop, or located within one block of a car share vehicle parking location.

SB330 – HOUSING CRISIS ACT

SB330, the Housing Crisis Act, limits cities' and counties' ability to regulate housing developments, including residential development, mixed use development with 2/3 of the square footage for residential, and transitional and supportive housing. It creates a preliminary application process where the date the preliminary application is submitted vests, or locks in, the existing regulations (objective development standards, General Plan policies and fees) that are in effect at that time, establishes timeframes for when a historic determination and project approval must be made, and limits the number of public hearings.

A number of provisions address housing density. General Plan and zoning densities may not be reduced below 2018 numbers. This includes changes to development standards that lessen intensity of housing. Zoning may not be changed to remove housing, and there may be no onsite reduction in the number of units.

The Housing Crisis Act also prohibits local jurisdictions from imposing or enforcing new subjective design standards, requiring housing developments to be reviewed against 'objective standards' that are uniformly verifiable and do not involve personal or subjective judgment.

ACCESSORY DWELLING UNITS (ADUS)

Recent laws further restrict what local agencies may regulate regarding ADUs. Local agencies may not adopt ADU ordinances that: impose minimum lot size requirements for ADUs; set certain maximum ADU dimensions; or require replacement off-street parking when a "garage, carport or covered parking structure" is demolished or converted to construct the ADU. New laws allow for an ADU as well as a

"junior" ADU where certain access, setback and other criteria are met and explicitly identifies opportunities for ADUs in multifamily buildings. Additionally, cities may not condition approval of ADU building permit applications on the applicant being the "owner-occupant" of either the primary dwelling or the ADU.

AFFORDABLE HOUSING

The State Density Bonus Law (Cal. Gov't Code §65915) allows for density bonuses and additional incentives for affordable housing. Cal. Gov't Code §65913 expedites state and local residential development, assuring local agencies can sufficiently zone for affordable housing, and encourage and incentivize affordable housing. Recent changes to the State Density Bonus Law increase the density bonus and other concessions for 100 percent affordable housing projects. Housing projects with a minimum of 80 percent low income units and up to 20 percent moderate income units are eligible for a density bonus of up to 80 percent the maximum allowed density or a density bonus with no limit if located within ½ mile of a major transit stop and qualify for at least four concessions, reduced parking requirements, and a height increase of up to three stories or 33 feet when located within ½ mile of a major transit stop.

HOUSING FOR PERSONS WITH DISABILITIES

Various provisions in both federal and State law limit the authority of local agencies to regulate facilities for mentally and physically handicapped persons. In 1988, Congress extended the 1968 Fair Housing Act's prohibitions against housing discrimination to include discrimination on the basis of handicap or familial status (families with children). The Federal Fair Housing Act Amendments (FHAA) defined "handicapped" to include persons with physical or mental disabilities and recovering alcoholics and drug addicts. The FHAA not only prevents communities from discriminating against handicapped individuals but also requires "reasonable accommodations in rules policies, practices, or services, when such accommodations are necessary to afford [handicapped persons an] equal opportunity to use and enjoy a dwelling." The California Fair Employment and Housing Act, codified as Government Code Sections 12900 to 12996, reinforces provisions of federal statute to prohibit any unlawful discrimination against persons with disabilities. The State Supreme Court has prohibited local agencies from limiting the number of persons unrelated by blood, marriage, or adoption who can reside in a single-family home.

Pursuant to Cal. Health & Safety Code §1566.3, a residential care facility that serves six or fewer people is considered a residential use and its occupants, regardless of legal relation, are considered a family for purposes of residential use laws and zoning codes. Further, such a use shall not be included within the definition of a boarding house, rooming house, institution or home for the care of minors, the aged, or persons with mental health disorders, foster care home, guest home, rest home, community residence, or other similar term that implies that the residential facility is a business run for profit or differs in any other way from a family dwelling.

MANUFACTURED HOUSING

The Zoning Ordinance is compliant with Cal. Gov't. Code §§65852.35 which requires local agencies to allow the installation of manufactured homes certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. §§5401 et seq.) on a foundation system, pursuant to Cal. Health & Safety Code §1855, on lots zoned for single-family dwellings.

Adult Oriented Businesses

Local agencies may regulate, pursuant to a content-neutral ordinance, the time, place, and manner of operation of sexually-oriented business when the ordinance serves a substantial government interest, does not unreasonably limit alternative avenues of communication, and is based on narrow, objective, and definite standards (Cal. Gov't Code §65850.4). Through the Zoning Ordinance update, regulations must ensure there are a reasonable range of alternative sites where adult-oriented businesses may be located.

Cottage Food Operations

Pursuant to Cal. Gov't Code §51035, a city or county may not prohibit cottage food operations (homemade and packaged food defined in Cal. Health & Safety Code §113758) in any residential dwelling, but shall do one of the following: Classify the use as a permitted use in any residential zone, grant a nondiscretionary permit for the use, or require a permit for the use.

Emergency Shelters; Transitional and Supportive Uses

Cal. Gov't Code §§65582, 65583, and 65589.5 require each local government to: 1) amend its Zoning Code to identify district(s) where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit to include sufficient capacity to accommodate the need for emergency shelter identified in the housing element, and 2) treat transitional and supportive housing as a residential use of the property subject only to those restrictions that apply to other residential dwellings of the same type in the same district. Cal. Gov't Code §65582 contains definitions for "supportive housing," "target population," and "transitional housing" to be more specific to housing element law.

AB2162 requires that supportive housing be a use by right in districts where multifamily and mixed uses are permitted, including nonresidential districts permitting multifamily uses, if the proposed housing development meets specified criteria, and requires a local government to approve, within specified periods, a supportive housing development that complies with these requirements. Local governments are prohibited from imposing any minimum parking requirement for units occupied by supportive housing residents if the development is located within ½ mile of a major public transit stop.

Family Day Care Homes

Pursuant to Cal. Health & Safety Code §§1597.30 et seq., small family day care homes which provide care for eight or fewer children in a residential unit is a residential use and is not subject to a fee or business license. Large family day care homes which provide care for seven to 14 children may not be prohibited in any district where residential is allowed, but a city or county shall do one of the following: classify the use as a permitted residential use, grant a non-discretionary permit for the use, or require a permit for the use. However, zoning requirements for large family day care home must be reasonable and are limited to spacing and concentration, traffic control, parking, and noise control. Noise control standards must be consistent with the general noise ordinance and must take noise levels generated by children into consideration.

Processing and Review Procedures

State law specifies a number of processing requirements and review procedures related to land use regulation. These include procedures and requirements for development agreements (Cal. Gov't Code §§65864 et seq.), general plan consistency (Cal. Gov't Code §65860), permit review timelines (Cal. Gov't Code §§65920 et seq.), prezoning land upon annexation (Cal. Gov't Code §65859), notice of public hearings (Cal. Gov't Code §§65090 et seq.), variances (Cal. Gov't Code §§65900 et seq.), and zoning amendment procedures Cal. Gov't Code §§65853 et seq.).

Religious Uses

The Federal Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) requires public agencies to demonstrate a compelling government interest and to use the least restrictive means when making a land use decision that imposes a substantial burden on religious exercise. Religious uses must be treated the same as similar non-religious uses. Additionally, regulations cannot impose a substantial burden to religious exercise.

Signs

In June 2015, the U.S. Supreme Court decision in Reed v. Town of Gilbert (No. 135 S.CT. 2218, 2015) affirmed that sign regulations must be "content-neutral" to survive a legal challenge. In order to be content-neutral and satisfy First Amendment limitations, sign regulations must be based on "time, place, and manner" restrictions, rather than by content- or message-based restrictions. Content-based regulations are subject to what is called a "strict scrutiny" standard – that is, a compelling governmental interest must be demonstrated and regulations must be narrowly tailored to serve that interest.

Solar Energy Systems

Cal. Gov't Code §65850.5 requires that solar energy systems be approved administratively with requirements limited to health and safety requirements per local, State, and federal law and those necessary to ensure systems will not have a specific, adverse impact on public health or safety. A use permit may be required if the Building Official makes a finding based on substantial evidence that a specific, adverse impact on public health or safety would result. Every city and county is required to have an ordinance expediting permitting for small residential rooftop solar energy systems.

Telecommunications

The Federal Telecommunications Act of 1996 Limits state or local governments' authority to regulate placement, construction, and modification of personal wireless service facilities. State or local governments must not unreasonably discriminate against providers of functionally equivalent services and not prohibit or effectually prohibit use of personal wireless devices. Further, state or local governments shall not regulate placement, construction, and modification of personal wireless service facilities based on the environmental effect of radio frequency emissions, to the extent that such facilities comply with FCC regulations. Cal. Gov't Code § 65850.6 requires a city or county to ministerially approve an application for a co-location facility on or immediately adjacent to an existing wireless telecommunications co-location facility. It also prohibits a city or county from imposing certain conditions of approval on permits for construction or reconstruction of wireless telecommunications facility.

Water Conservation and Landscaping

Cal. Gov't Code §53087.7 prohibits cities or counties from enacting any regulation that substantially increases the cost of installing, effectively prohibits, or significantly impedes the installation of drought tolerant landscaping, synthetic grass, or artificial turf on residential property. The Water Conservation in Landscaping Act of 2006 (Cal. Gov't Code §65597) requires local agencies to adopt the updated Department of Water Resources (DWR) Model Water Efficient Landscape Ordinance (MWELO) or a local landscape ordinance that is at least as effective in conserving water.

Ordinance User Interviews

Introduction

To learn about the issues associated with the City's current Zoning Ordinance and Zoning Map, the consultant team conducted interviews with a handful of "ordinance users", including those who are familiar with development, design, and real estate in the Rocklin area.

The interview sessions were conducted virtually through Zoom or phone call on July 17th and 22nd and August 1st, 2024. Participants were asked a series of questions regarding their experience with the City's regulations, but conversations revolved around areas of familiarity or issues of significance to the individual users.

THEMES

The experiences and perspective of the interviewees varied, which influenced the input from each ordinance user. Topics discussed ranged from the overall approach to land use regulation in Rocklin to the amount of building coverage allowed on an individual lot. Despite the varied input, some common themes emerged:

1. Simplify the regulatory framework, particularly the complex framework created by the City's reliance on Planned Development.
2. Incorporate flexibility and revise standards to accommodate contemporary land use and development.
3. Streamline the review process and adjust review bodies to more appropriately reflect the significance of a project. Empower staff to make more decisions on projects and reduce reliance on City Council review.

A summary list of comments received, organized by topic, follows.

Ordinance User Comments

GENERAL COMMENTS

- The code is piecemeal, it's like a house that's been added on to too many times. It needs a lot more internal consistency, a refresh.
- The goal for this project is modernization of the zoning code, not only content, but also how it is organized and published. It should be digital, searchable, and people should be able to easily communicate applicable information.

- No one is picking up a code book anymore. Everything is going digital. Use links to other relevant information. From a user's perspective, the code would be much easier to use and understand.
- Make the code more user-friendly. Things should be explained clearly. Use illustrations and tables, not just text.
- Folsom started a zoning update. At the time, it seemed like they were exploring different ways of making the code more user-friendly.
- The code should be 'flexi-certain.' Give flexibility within certain defined parameters.
- The code regulations should strike a balance between certainty and flexibility. Enable land owners to do the maximum possible with their property without making it so wide open that everything ends in a fight with the City.
- Update the regulations so the code is on the leading edge of current practices.
- Rocklin should acknowledge market realities and what the market is going to support. Rocklin's 'box' is too small and a little bit out of date.
- For City officials and staff, it can be hard to understand economic feasibility. If there is no demand, no one is going to build it. And there's already high level vacancy in the market. Rather than force certain things, you can promote ideas. If the code requires things that aren't economically viable, then you're stuck with vacant land for a generation.
- Rocklin needs more attainable housing; moderate density housing is going to be within reach for more people.
- Nobody is building 6,000 sf lots anymore. There are enough of those. The demand now is for smaller lots that younger people can afford.
- In Rocklin, there is an increased demand for multi-family housing. There is more demand for infill type development. The trend in general is going toward smaller units or multi-family housing types.
- The general trend right now is that houses and lots are getting smaller. The City doesn't seem like they want to accept that certain housing projects are subject to streamlined processing and objective standards. They fight about what is objective and still want to require long processing.
- Rocklin is going to see a demand for multi-family and luxury type condos. This is the opportunity for the City to prepare for it and put standards in place that allow for that type of development and shape it appropriately. Builders prefer not to build a product that people do not want to live in or near. The City can lean into that growing trend and get ahead of it. Demographics and the needs of the City are changing. It's better to accept it, be prepared, and be set up to make sure it happens in a way that is acceptable for City.
- Rather than have higher density housing happen to the City, plan and accommodate for it. If the City doesn't, it will later be forced to and then people will get upset about certain projects. Pre-plan and prepare for it.

- The regulatory environment on many different subjects has changed quite a bit – at the federal and state level. Rocklin really needs to catch up and realize that some flexibility helps the applicant create a viable project while meeting all these requirements that didn't exist 20, 30 years ago. Zoning needs to be able to pivot to those changing regulatory environments, particularly related to housing and stormwater.
- Staff and the City's plans/requirements need to be more coordinated with others in the region. Staff should be aware of what's being planned in Placer County and other jurisdictions so they know how it will affect development in the City.

PLANNED DEVELOPMENT AND ZONING DISTRICT STANDARDS

- Rocklin still relies on Planned Developments (PDs) quite a bit. They were popular in the 60s and 70s but most jurisdictions have really stopped using them.
- City has done a lot of development through PDs, so the code is not always the place to find the information needed. Where the City must have PDs, digital information must have links to PDs. You waste a lot of time navigating to the right thing.
- Some PDs are 'empty' (don't really have much in them) while others almost seem to supplant the Code.
- Through the process, site development tends to get micromanaged and then there is no flexibility. Sometimes things take time to develop and if the plan for a site is too prescriptive, you have to amend the plan every time something changes, even if that change is still in line with the original intention.
- Things in the City often need a rezone because the PD process creates things that are so specific to the point in time when they are first approved. Those approvals do not stand the test of time and are not reflective of current market demand or realities.
- PDs are not ideal. They are code amendments which require a bare minimum of two hearings.
- Moving forward, the City should not do any more PDs. Focus on base zones and standards that allow infill development.
- The Planned Development process is helpful in enabling sites to be developed to their allowed density. It provides flexibility to work around development limitations such as steep slopes or habitat areas.
- Without the flexibility that Planned Development offers, it's hard to reach housing requirements on a site. The City's base zoning standards don't work.
- Typically, we follow base zoning standards unless there is a compelling reason to customize them. The ideal is to follow a base district.
- Lot configuration is typically set by the subdivision map. General Development Plans typically establish development standards related to the building envelope such as lot coverage, setbacks, and height.
- Growth areas all seem to be PDs. PDs seem to represent more 'contemporary' development patterns.

- PDs have contemporary development standards that reflect the market at the time they are developed. People are proposing things that they can get built.
- Where PDs establish differences in use allowances, it's more tedious than anything. It's not typically because of a wholesale change in the nature of appropriate uses.
- Be cognizant of creating nonconforming situations and make sure there are provisions included to address situations. It's best to avoid making properties nonconforming as they require a lot of disclosures and can leave the property owner feeling cheated in a way.

LAND USE AND SITE DEVELOPMENT

- General Plan densities are applied on a broader scale. When you start to plan out a specific site, it can be hard to meet those densities considering terrain, access, and other site-specific constraints.
- It can be hard to achieve the minimum required density because of the amount of land needed to accommodate other requirements such as those for stormwater or utilities. It would be helpful to clarify if density is calculated on a gross or net basis, and what is included in each.
- The code should enable maximum density to be achieved across the different housing types. There should be more certainty around where high density housing can be built.
- Setback requirements should be reduced for alley-loaded development.
- With water quality regulations, developers asked to do more and more with the same amount of area. It makes it more and more difficult to squeeze all of these things into a smaller and smaller area.
- Emergency vehicles turning radiuses are seem to be increasing over time. This is another element that needs to be accommodated on site.
- In order to develop a site, Planned Development is often needed to adjust setbacks, lot size, or other development standards.
- Horizontal mixed use can be successful. Vertical mixed use probably wouldn't be viable in Rocklin. Even in urban centers vertical mixed-use development is difficult. In certain areas, it can work, but a broad application won't.
- Zoning should allow for synergy between residential and commercial uses, and allow for walkable situations.
- Explore permitted uses that are better defined and more flexible to allow for how uses change and morph over time.
- City is perpetually in need of multifamily housing to meet its RHNA obligations. City doesn't want to give up "employment generating, revenue generating" land.
- The City needs to allow for some flexibility in land use. Even if the land they wanted to be commercial ends up having a lot of housing on it, that can lead to more viable and vibrant commercial.

DEVELOPMENT STANDARDS

- In general, supportive of fewer, clear restrictions. Even if the requirements are quite restrictive, it is helpful to know what they are ahead of time, and where to find them.
- Getting rid of minimum lot sizes and letting density dictate is a great idea. Basically, people proposed their own lot sizes through the subdivision process anyway.
- Rocklin is pretty conservative. Getting rid of minimum lot sizes would feel too radical to Rocklin. A more palatable approach may be to add more zoning categories into the Zoning Code.
- Setback requirements need to be adjusted on smaller lots.
- Lot coverage or other requirements, such as setbacks, are important for the character of the area. Really, the most important thing is to not have garages dominate.
- Driveway length has driven a lot of design – Rocklin's large requirement (18-20 ft driveway) precludes alley-loaded products. There should be a different standard for alleys.
- Lot coverage of 40% precludes a lot of multifamily buildings. Lot coverage, minimum house size, and other development standards are outdated and don't reflect contemporary development realities.
- Get rid of the building story limitation.
- The sign code is confusing, but not any more confusing than other sign codes. That's just their nature.
- Don't recite the law, but make it clear that there is a State requirement for streamlined review of housing projects.
- Shading requirements in parking areas is difficult when also providing EV charging. Utility companies don't want anything planted near EV charging facilities and related infrastructure.
- There is some concern with the design districts. Well designed, appealing projects are good but design guidelines and design standards tend not to keep up with the times. They reflect a certain style and approach that is popular or considered desirable at the time they are written and they work for projects that get built immediately. Those projects look great because the standards are written in the present context. For projects that come later, the standards and guidelines force a dated approach. They age pretty quickly and become stale.

Parking

- Rocklin could use more flexibility in its parking standards. Parking tends to be a challenge for any project. It doesn't tend to kill a project, but it does determine what type of yield that can be achieved.
- Parking requirements seem a little bit heavy in general compared to other jurisdictions.
- Recent residential project used a Density Bonus ratio for parking. Even though it's state law, the City pushed back. It seems like the City is panicked about not providing enough parking.

- Multifamily developers generally want to provide as much parking as they can while having a viable project. That being said, flexibility would be appreciated so you can get a viable project which sometimes necessitates less than the required number of parking spaces.
- Parking requirements are a big barrier to housing development. Anyone building detached homes in Rocklin are going to provide a two- or three-car garage, regardless of what the parking requirements are. It would be helpful to reduce parking requirements for multi-family. Developers will still likely provide as much parking as possible because of the market, but a lower (1 or 1.5 space per unit) requirement would provide some flexibility for constrained sites or where other factors limit the ability to provide more parking.
- Elk Grove recently reduced their parking requirements and they're not having issues with it. Rocklin needs to test their assumptions about parking. Most cities are going in the opposite direction right now, and they're seeing some new types of opportunities pop up because of it.
- Rocklin should provide flexibility regarding parking standards. Jurisdictions are afraid of developers coming in and building dense units without providing any parking. I would not build an apartment building with no parking or vehicle chargers, because nobody would lease it.

PROCESS

- Processes could be dramatically improved. Also, having staff helps. Whenever the City loses staff, I worry about the impact that will have on the process timeline.
- Too many things require a hearing and the hearing calendars are a bottleneck. Each agenda is full and a project might not get on until 4 months after it is found complete.
- If a project has a permitted use and is zoned for that, the decision-maker shouldn't be able to reject it. Certain decision makers have tried to use a process required for one part of a project (the subdivision) to have discretion over another part of the project (use allowances).
- A surprising number of things go to the City Council. That is unique to Rocklin.
- Rocklin requires Council approval for anything that is more than 2 stories. This is very outdated, even from more conservative jurisdictions. No other city has this requirement, and every city is going in the exact opposite direction. Council approval creates a lengthier processing time and more entitlement risk.
- The City has a requirement that any building over 2 stories needs a use permit, even if it is a permitted and allowed use encouraged in that zone. I've never seen that anywhere else.
- Other than legislative entitlements (rezoning) - nothing should be going to Council unless it is appealed. That is standard practice.
- Establish some lower-level decision makers below Planning Commission.

- It would be good to have a permit level where there is some City discretion, but not making a huge deal out of everything.
- Rocklin could consider having a Zoning Administrator or other process so that not everything that requires a hearing has to go to Planning Commission.
- Rocklin's current design review process with an Architecture Review Committee results in often having a full blown project hearing before you're even going to Planning Commission. It's redundant.
- There is no staff-level design review. It would be helpful to have this option, particularly for minor things.
- Roseville is an example of a City with a process. The process is predictable. Staff is more empowered to make decisions.
- Roseville is an example of streamlined processing. They have an overlay that applies to single-family residential that encourages innovative housing process. It gives staff some discretion to allow variations in standards. Standards like front yard, minimum setbacks can get waived through a standard process.
- Roseville has a Design Committee - 2 PC members, 1 member of the public. Makes decisions that are appealable to the PC.
- Roseville is empowering housing that looks good and is innovative. Rocklin has more of a perspective of being regulators, and there is not enough flexibility in-built to address something that hasn't been seen before.
- Staff at Roseville is very committed to having a simple process that can accommodate a customized project. Staff in Roseville seem to have the backing of senior staff and city council to enable projects to happen.
- Roseville has staff level design review, which can be appealed to the Planning Commission. This process works well.
- The City of Lincoln is amending their approval expiration and time extension provisions to establish consistent four year approval periods and consistent parameters for time extensions. Rocklin should do the same. Rocklin has always had very short approval periods and time extensions can be process heavy. Most cities have longer approval periods and the approval of time extensions are nearly automatic. It is very discouraging to investors when you are trying to get the extension but the decision-makers feel like it is a new opportunity to re-litigate the merits of the entire project.

OTHER

- No significant water or water infrastructure needs in the City that would pose a barrier to planned land use development.

- GIS mapping that is available isn't well maintained. It would be great if everything that is commonly referenced by applicants (General Plan, Zoning, development plans) connected.
- There's only 1 or 2 people who do CEQA on staff. City should align with a - 3rd party consultant who can help them process their environmental documents.

Interviewees

- Brian Rickards, PCWA (Placer County Water Authority)
- Carie Huff, SPMUD (South Placer Municipal Utility District)
- Dave Berry, UBORA Engineering & Planning
- Jeff Short, North State BIA
- Kris Steward, Plan Steward
- Marcus Lo Duca, Lo Duca Law
- Rob Cole, Cole Partners Development Company

ATTACHMENT 2

AMENDMENTS TO RELATED PROVISIONS
OF THE ROCKLIN MUNICIPAL CODE

Redline of Amendments

Modifications are shown in ~~strike~~/add format.

Section 3.32.020-Applicability, is amended to read as follows:

A. To the extent that this chapter establishes a fee for services for which an identical fee is already required by another provision of this code, or by regulation, ordinance, statute or otherwise, the authority in this chapter shall be deemed supplementary.
B. This chapter does not apply to, and does not affect in any manner, the following taxes and fees:
   1. Capital expenditures and park and recreation tax—Chapter 3.16, Article I.
   2. Traffic circulation surcharge—Chapter 3.16, Article II.
   3. Fee for traffic signalization and control—Chapter 3.16, Article III.
   4. Traffic impact fee—Chapter 3.16, Article IV.
   5. Real property transfer tax—Chapter 3.20.
   6. Sales and use tax—Chapter 3.24.
   7. Business license tax—Chapter 5.04.
   8. Transient occupancy tax—Chapter 5.24.
   9. Community facilities district taxes.
   10. Lighting district No. 1, landscaping and lighting district No. 2, and park development and maintenance district assessments.
   11. Park fees—Chapter 16.28, Article II~~; Chapter 17.71~~.
   12. Dry Creek watershed drainage fees—Ordinance No. 703, as amended.
   13. Oak tree mitigation fee—Chapter 17.~~77~~30.

Section 5.22.040-Definitions as used in this chapter, is amended to read as follows:

For purposes of this chapter, the following definitions apply:

A. "Accessory dwelling unit" has the same meaning as in Section ~~17.04.015~~17.58.010 of this Code.
B. "Advertisement" means any method used to solicit interest in the rental including, but not limited to, internet-based listing or hosting services.
C. "Dwelling unit" has the same meaning as in Section ~~17.04.150~~17.58.040 of this Code.
D. "Lodger" means a person to whom a person is providing lodging for compensation.
E. "Parcel" means property assigned a separate parcel number by the Placer County assessor.
F. "Permittee" means the property owner to whom a short-term rental permit is issued.

G. "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character.
H. "Property owner" means the owner of the property on which the short-term rental exists or their agent authorized to rent the short-term rental.
I. "Short-term rental" means any dwelling unit or accessory dwelling unit located in a residential or commercial zone that is rented in whole or in part on a short-term basis. A short-term basis is thirty consecutive calendar days or less to the same person or entity.
J. "Short-term rental facilitator" shall have the same meaning as set forth in Government Code Section 50991(g), as may be amended.
K. "Marketplace" shall have the same meaning as set forth in Government Code Section 50991(c), as may be amended.
L. "Transient occupancy tax" or "TOT" means the tax imposed by the city on the privilege of occupying a short-term rental pursuant to the Rocklin Municipal Code, including Chapter 5.24, and applicable state law.
M. "Operator" means the owner or tenant who offers a short-term rental.
N. "Permit number" means the short-term rental permit or registration number issued by the city of Rocklin.

Section 5.26.020-Definitions, is amended to read as follows:

A. If a term or phrase is not defined in this part, or elsewhere in this code, the most common dictionary definition is presumed to be correct.
B. As used in this chapter, the following terms and phrases shall have the meaning ascribed to them in this part, unless the context in which they are used clearly requires otherwise:
    1. "Cart" collectively means a stationary cart or mobile cart as defined in "Compact mobile food operation".
    2. "Compact mobile food operation (CMFO)" is defined as a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.
    3. "Certified farmer's market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000), of Division 17 of the California Food and Agricultural Code and any regulations adopted pursuant to that chapter.
    4. "Citation" means an administrative citation issued pursuant to section 5.26.110 of this Code, unless otherwise specified.
    5. "City" means the City of Rocklin, a municipal corporation.
    6. "Department" means the community development department of the city.
    7. "Food" means any type of edible substance or beverage.
    8. "Goods or merchandise" means any item that is not food.
    9. "Person or persons" means one or more natural persons, individuals, groups, businesses, business trusts, companies, all domestic or foreign corporations, joint stock corporations, joint ventures, partnerships of every kind, entities, syndicates,

associations, clubs, societies, or organizations of any kind composed of two or more individuals, other than as an employee.

10. "Public property" means any real property, or interest therein, owned, leased, operated, or otherwise controlled by the city, other than a street, alley, or parkway.
11. "Recreation area" means all parks, places, greenbelts, gardens, and any other property owned by the city, including structures thereon, used, operated, or maintained for recreational purposes, whether active or passive. The term "owned" shall mean any property interest under which the city operates, maintains, or controls such property.
12. "Residential" means any area zoned exclusively as residential in Title 17 or designated exclusively, or partially, for residential use as part of a ~~Planned Community Zoning District, Planned Community Development Plan, Planned Residential District, Specific Plan, Specific Plan Area, General Development Plan~~ specific plan, planned development, or a residential overlay district or their equivalent.
13. "Roaming sidewalk vendor" means a person who moves from place to place and only stops to complete a transaction.
14. "Sidewalk" means any surface in the public right-of-way provided for the exclusive use of pedestrians, including sidewalk, alleys, and parkway trails or paths.
15. "Sidewalk vending receptacle" or "sidewalk vendor receptacle" is a piece of equipment used for vending, including a CMFO, mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, pushcart, or other non-motorized conveyance, or from one's person, upon a sidewalk or other pedestrian path. These non-motorized conveyances exclude vehicles, as defined in the Vehicle Code of the State of California, from which food or beverages are offered for sale to the public.
16. "Sidewalk vendor" or "vendor" means a person(s) who sells food or merchandise from a sidewalk vending receptacle or from one's person, upon public property.
17. "Sidewalk vendor activities" or "sidewalk vending activity" means actions that qualify a person as a sidewalk vendor or actions done in anticipation of becoming a sidewalk vendor such as, but not limited to, placement or maintenance of any sidewalk vending receptacles.
18. "Stationary receptacle" means a piece of equipment used for vending which has no motor and is not mobile except when being pushed, carried, or transported to and from a space on the sidewalk on a daily basis, such as a rack, stand, table, display, or showcase.
19. "Stationary sidewalk vendor" means a vendor who vends from a fixed location.
20. "Swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the California Business & Professions Code, and any regulations adopted pursuant to that article, or any successor chapter.
21. "Vend, vends or vending" means to sell, offer for sale, expose, or display for sale, solicit offers to purchase, or to barter food or merchandise, or to require someone to

negotiate, establish or pay a fee before providing food or merchandise, even if characterized as a donation on public property.

22. "Business license" is tax from the city finance division, required for each person who vends in accordance with this chapter in the city.
23. "Sidewalk vending permit" is written approval required for each vending receptacle used for vending in the city.

Section 5.30.040-Signs, is amended to read as follows:

Signs advertising garage sales are exempt from a sign permit, but shall comply with the city of Rocklin sign code as set forth in Chapter 17.~~75~~33, Signs on Private Property, and Chapter 17.~~80~~34, Signs on ~~Public~~ City Property.

Section 5.44.021-Application for permit for an adult related business, is amended to read as follows:

A. Any person desiring to obtain an adult related business permit to operate an adult related business for which a permit is required pursuant to Section 5.44.020 shall apply to the chief of police on a form provided by the city clerk. Before submitting the application, the applicant shall pay a nonrefundable fee as established by resolution of the city council to defray, in part, the cost of the investigation required by this chapter. Upon payment, the city shall issue a receipt to the applicant showing that such permit application fee has been paid. The applicant shall provide the receipt or a copy thereof to the chief of police at the time of applying for a permit under this section.

   The application to the chief of police shall be deemed complete when it contains the following information:

   1. The full and true name and any other names of each person with an ownership interest of at least twenty percent in the adult related business and of each operator of the adult related business;
   2. The present business addresses and telephone number (if any) of the applicant;
   3. The two previous business addresses immediately prior to the present address of the applicant and any operator;
   4. Written proof provided in the form of a valid government issued photo identification card, issued within the United States that the applicant and any operator is at least eighteen years of age;
   5. The height, weight, color of eyes and hair of the applicant and any operator;
   6. Two color photographs of the applicant and any operator;
   7. The business license or tax certificate history of the applicant and any operator for any adult related business for the preceding five years, including whether the person while previously operating in this or another city, county or state under the business licensee or tax certificate, has had a business license or tax certificate revoked or suspended, and the reason(s) for the revocation or suspension;

8. A list of all other licenses and/or permits issued to and/revoked from the applicant, in the five years prior to the year of the permit application, such other license and/or permit relating to similar business activities as in the permit application, including the type, current status, and issuing agency for each license/permit. If the applicant had any licenses or permits suspended or revoked, the applicant shall also provide a written explanation as to the findings and disposition;
9. For each person with at least a twenty percent ownership interest in the adult related business and all operators, a list of the date and type of conviction for any offense listed in Section 5.44.027(A)(2) that the owner or operator was convicted of five years prior to the date of the application;
10. The name and address of the lessor of the real property on which the business is to be conducted, and a copy of the lease agreement or other documentation to establish that the owner and/or landlord of the premises consents to the establishment of an adult related business on the premises;
11. The name and address of the person or persons who will manage or conduct the business within or upon the premises, such address to be the place where the applicant desires notices to be mailed pursuant to this chapter;
12. The address, location and a diagram of the site and interior of the building as the business will be operated. The sketch or diagram need not be professionally prepared but shall be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches. The drawing of the site and interior of the building must be a configuration of the premises demonstrating it will comply with the requirements of this chapter and of ~~Chapter 17.79~~Section 17.35.050;
13. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown on its articles of incorporation, together with the names and residence addresses of each of the officers, directors, and each stockholder holding an interest of twenty percent or more of the stock of the corporation. If the applicant is a partnership, the application shall set forth the name and the residence address of each of the partners holding an interest of twenty percent or more of the ownership of the company. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant apply.
14. A description of the security measures that the applicant intends to implement at the business.
15. The name and/or type of such additional or other lines of business as will be conducted in conjunction with the maintenance or operation of the business within or upon the premises.

B. The chief of police shall take fingerprints of the applicant and any operator for the purpose of conducting a background investigation.

C. The application for a permit does not authorize conducting an adult related business until a permit has been granted. The issuance of a business license certificate pursuant to this title

shall not authorize conducting an adult related business until the necessary adult entertainment business permit required by Section 5.44.020 has been lawfully granted.

D. All personal information provided by an applicant shall be deemed confidential and not disclosed except as required by law.

E. The provisions of subsections (A)(4) and (A)(5) of this section shall not apply to any corporate applicant; however, such information shall be provided for any operator.

Section 5.44.033 - Suspension, revocation or other action relating to adult related business permits and adult employee permits, is amended to read as follows:

A. An adult related business permit and an adult employee permit may be suspended, revoked or other action may be taken against a permittee by the chief of police in accordance with the procedures and standards of this section.

B. On determining that grounds for permit suspension, revocation or other action exists, the chief of police shall furnish written notice of the proposed suspension, revocation or action to the permittee. The notice shall set forth the time and place of a hearing and the ground or grounds upon which the hearing is based, the pertinent Municipal Code Sections, and a brief statement of the factual matters in support thereof. The notice shall be mailed, postage prepaid, addressed to the last known address of the permittee, or shall be delivered to the permittee personally, at least ten days prior to the hearing date. Hearings pursuant to this Section shall be conducted by the chief of police or a designated hearing officer designated by him/her which can include a retired judge. Hearings pursuant to this section shall be conducted in accordance with procedures established by the chief of police or designated hearing officer but, at a minimum, shall include the following:

   1. All parties involved shall have the right to offer testimonial, documentary, and tangible evidence bearing upon the issues and may be represented by counsel.
   2. The chief of police or designated hearing officer shall not be bound by the formal rules of evidence.
   3. Any hearing under this section may be continued for a reasonable time for the convenience of a party or a witness at the request of the permittee. Extensions of time for continuances sought by a permittee shall not be considered delay on the part of the city or constitute failure by the city to provide for prompt decisions on permit suspensions or revocations. Extensions for convenience shall not exceed thirty days.

C. A permit may be suspended or revoked based on the following causes arising from the acts or omissions of the permit holder, or an employee, independent contractor, partner director, or manager of the permittee:

   1. The building, structure, equipment, or location used by the adult related business fails to comply with all of the provisions of these regulations and this section relating to adult related businesses, including the adult related business operational standards contained in this chapter and in ~~Chapter 17.79~~ Section 17.35.050 of the Rocklin Municipal Code pertaining to adult related businesses, and all other applicable building, fire, electrical, plumbing, health, and zoning requirements of the Rocklin Municipal Code.

2. The permittee has failed to obtain or maintain all required city licenses and permits.
3. The permittee has knowingly made any false, misleading or fraudulent statement of a material fact in the application for a permit, or in any report or record required to be filed with the city as part of the application for a permit.
4. The permit is being used to conduct an activity different from that for which it was issued.
5. That an individual employed by, or performing in, the adult related business (whether classified as an employee or an independent contractor) has pled guilty, or nolo contendere, or been convicted of any crime listed in Section 5.44.027.
6. That the use for which the permit was granted has ceased to exist or has been suspended for six months or more.
7. The permittee or operator of an adult related business has knowingly allowed or permitted, or has failed to make a reasonable effort to prevent the occurrence of any of the following on the premises of the adult related business:
    a. Any action included in the definition of "specified sexual activities" in this chapter;
    b. Use of the establishment as a place where unlawful solicitations for any sexual act, including but not limited to those within the definition of "specified sexual activities" in this chapter;
    c. Any conduct constituting a criminal offense which requires registration under Section 290 of the California Penal Code;
    d. The occurrence of acts of lewdness, assignation, or prostitution, including any conduct constituting violations of Sections 315, 316, or 318, or subdivisions (a) and (b) of Section 647 of the California Penal Code;
    e. California Penal Code relating to obscene matter or distribution of harmful matter to minors, including but not limited to Sections 311 through 313.4;
    f. The appearance of men or women in a "state of nudity" in any area of the adult related business premises by employees or patrons;
    g. The appearance of an employee or patron in a state of partial nudity or displaying specified anatomical areas on the premises, except when performing on stage as provided for in this chapter;
    h. Violation of any federal, state or local law regulating the sale, consumption, or possession of alcohol on the premises;
    i. Violation of any of the development and operational standards, rules or regulations governing the conduct or operation of an adult related business by an employee or patron with knowledge by an employee or manager where no immediate action is taken by the owner or operator to stop the offending action;

j. Employment of any person without an adult related business employee permit as required by this chapter; or

k. Any act by an employee in violation of the provisions of this chapter.

8. Failure to abide by any disciplinary action previously imposed.
9. Conviction of any of the crimes specified in Section 5.44.027 by an owner or operator of an adult related business.

D. After holding the hearing in accordance with the provisions of this section, if the chief of police or designated hearing officer finds and determines that there are grounds for action to be taken against a permittee, based upon the severity of the violation, the chief of police shall impose one or more of the following:
Conditions upon the permit reasonably related to address the violation(s);
1. Suspension of the permit for a specified period not to exceed six months; or
2. Revocation of the permit.
3. The police chief or designated hearing officer shall render a written decision that shall be delivered by hand or overnight mailed to the permittee within five days of the hearing.

E. Any applicant aggrieved by the decision of the chief of police relating to the revocation or suspension of a permit for an adult related business or an adult employee permit may appeal the decision by following the procedures set forth in Chapter 5.01. If an appeal is not timely filed, the decision of the chief of police shall be final.

F. In the event a permit is revoked pursuant to this section, another adult related business permit or adult related business employee permit shall not be granted to the permittee within twelve months after the date of such revocation.

G. Notwithstanding anything to the contrary, for the purposes of this chapter, an act by an employee shall be imputed to the adult related business for the purpose of establishing a violation of this chapter, or for purposes of permit denial, suspension, or revocation if a permittee allowed, either knowingly or through negligent failure to supervise, a violation of this chapter to occur.

Section 6.04.130 – Kennel, is amended to read as follows:

"Kennel" means for the purposes of this title shall have the same meaning as is set forth in Section ~~17.04.290~~ 17.58.030 of the Rocklin Municipal Code.

Section 6.20.010 – Prohibited, is amended to read as follows:
Kennels shall only be allowed as set forth in ~~Chapter 17.64~~ Title 17 of the Rocklin Municipal Code.

Section 6.36.040 – Restrictions, is amended to read as follows:

No person shall keep livestock unless:

A. It is upon premises upon which, pursuant to ~~Chapter 17.78~~ Section 17.35.060 of the zoning title, livestock may be kept, provided that the number of animals does not exceed the number permitted within the zone;
B. Such livestock are kept within a substantial fence or barricade which consists of any of the following:
    1. At least three barbed wires, evenly spaced, the top of which shall be at least four feet from the ground, and which shall be securely fastened to posts of metal or wood, the space between which is not greater than twelve feet,
    2. A chain link fence six feet in height,
    3. A solid wood fence six feet in height;
C. Any shelter provided for such livestock is at least one hundred and fifty feet from any adjoining building or structure;
D. At least six thousand square feet of area is provided for each animal.

Section 8.04.020 - Unlawful property nuisances, is amended to read as follows:

It is unlawful for any person owning, leasing, renting, occupying or having charge or possession of any property in the city to maintain or to allow to be maintained such property in such manner that any of the following conditions are found to exist thereon, except as may be allowed by this code:

A. The accumulation or presence of packing boxes, cardboard boxes, lumber, rubbish, refuse, barrels, drums, salvage materials, broken or discarded furniture, household fixtures or household equipment or furnishings designed for indoor use, storage containers, canopies, shipping containers or shopping carts on the property visible from public view;
B. Overgrown vegetation including, but not limited to, lawn or weeds in excess of twelve inches in height visible from public view or likely to harbor rats, vermin or other nuisances or which obstructs the view of drivers on public streets or private driveways, or which impedes, obstructs or denies pedestrian or other lawful travel on sidewalks, walkways, or other public rights-of-way. Any of the following shall be considered overgrown vegetation which impedes, obstructs or denies pedestrian or other lawful travel on sidewalks, walkways, or other public rights-of-way:
    1. Vegetation over a public street or public right-of-way less than fourteen feet above the surface of the street;
    2. Vegetation over a public sidewalk less than eight feet above the surface of the sidewalk;
    3. Installation or maintenance of any sign, hedge, structure, natural growth, fence, or other obstruction to the view higher than thirty inches above the nearest pavement surface (or traveled area when no pavement exists) on property adjacent to any private road or driveway intersecting a public street, within a triangle area formed by the edge of the driveway, the street right-of-way line, and a line connecting two points, one of which is on the right-of-way line ten feet from the edge of the driveway, and other of

which is on the edge of the driveway ten feet back of the right-of-way line measured perpendicular to the right-of-way line in a direction away from the street;

4. Vegetation obstructing sight distance as determined by the public services department director or his/her designee.

C. Dead, decayed, diseased or hazardous trees, weeds, or other vegetation constituting unsightly appearance, or dangerous to public safety and welfare and visible from public view. Hazardous vegetation and debris shall be maintained in accordance with Chapter 8.10 of this code, or any successor chapter;

D. Attractive nuisances dangerous to children and other persons, including abandoned, broken or neglected equipment, machinery, appliances, refrigerators and freezers, hazardous pools, ponds and excavations;

E. Personal property, such as vehicles, boats, trailers or vehicle parts which are abandoned or left in a state of partial repair for an unreasonable period of time in front yards, side yards, driveways, sidewalks or walkways, and visible from public view;

F. Vehicles parked or stored in residential zoning districts on property, other than on driveways or other impervious surfaces, and visible from public view;

G. Buildings which are abandoned, partially destroyed, left in an unreasonable state of partial construction or have been declared substandard or dangerous by the enforcement authority;

H. Unpainted buildings and those having dry rot, warping or termite infestation. Any building on which the condition of the paint has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping or termite infestation as to render the building unsightly and in a state of disrepair;

I. Buildings with windows containing broken glass or no glass at all, where the window is of a type which normally contains glass, which constitutes a hazard and/or invites trespassers and malicious mischief. Plywood or other material used to cover such window space, if permitted under this code, shall be painted in a color or colors compatible with the remainder of the building;

J. Building exteriors, walls, fences, driveways, sidewalks or walkways which are maintained in such condition as to become defective or unsightly or are materially detrimental to nearby properties and improvements. Fencing or walls installed on private property adjacent to any public parks, drainage, wetlands or private or public open space shall be maintained in a good and undamaged condition and the removal of such fencing or walls is prohibited unless for the purpose of immediate installation of new fencing or walls in the same location or further within the private property;

K. Construction equipment, farm machinery, or machinery of any type or description parked or stored on the owner's property when it is visible from a public view, except:

1. During excavation, construction or demolition operations covered by an active building permit which are in progress on the subject property or an adjoining property;
2. During active farming operations; or

3. When such machinery in an ~~agricultural or~~ industrial zoning district is appropriately stored.

L. Property which lacks landscaping, turf, ground cover, mulch, live plant material, decorative rocks, or other commonly used landscape material, or property existing in such a state which may create a condition of excessive dust or soil erosion;

M. The keeping, storing, depositing or accumulation for an unreasonable period of time of dirt, sand, gravel, concrete, and other similar materials, which manner of keeping, storing, depositing or accumulation constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses;

N. Maintenance of property so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment or use of such adjacent properties.

O. The maintenance or keeping of any graffiti on any fence, wall, existing building, paved area, or structure. Graffiti removal or abatement shall be in accordance with Chapter 9.32 of this code, or any successor chapter. Graffiti shall be reported to the police department and abated by repainting the entire surface area on which the graffiti exists and property owner shall use paint that matches (to the greatest degree possible) color of remaining portion of the structure being painted, or otherwise approved by the city.

Section 9.24.020 - Definitions, is amended to read as follows:

A. "Camp" means to do any of the following:

1. To sleep any time between the hours of nine p.m. and nine a.m. in any of the following places:

   a. Outdoors with or without bedding, tent, hammock or other similar protection or equipment.

   b. In or under any structure not intended for human habitation, whether with or without bedding, tent, hammock, or other similar protection or equipment.

   c. In, on or under any parked vehicle, including an automobile, bus, truck, travel trailer or other recreational vehicle.

B. "Camp facilities" means temporary structures, equipment or vehicles used to camp, including, but not limited to, tents, huts, temporary shelters, trailers or vehicles, if the vehicle or trailer is being used for habitation.

C. "Camp paraphernalia" means implements and equipment used while camping including, but not limited to, tents, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, stoves, lanterns and operational cooking equipment.

D. "Campsite" includes any location used for the purposes of camping.

E. "Habitation" means the intentional use of a space as temporary or permanent living quarters.

F. "Private property" means all privately-owned property including, but not limited to, privately-owned streets, sidewalks, alleys, ways, creeks, waterways, lots, parcels and other forms of improved or unimproved land or real property.
G. "Public property" means property owned or controlled by the city of Rocklin, including but not limited to, parks, trails, streets, sidewalks, and open space areas.
H. "Recreational vehicle" means a vehicle or trailer as defined in Rocklin Municipal Code Section ~~17.08.130(B)(5)~~17.31.070(B)(5).
I. "Setting up campsite" means to, at any time, establish or maintain outdoors or in, on or under any structure not intended for human habitation, at any time during the day or night, a temporary or permanent place for cooking or sleeping, by setting up any bedding, including, but not limited to, a sleeping bag, blanket, mattress, tent, hammock or other sleeping equipment or by setting up any cooking equipment with the intent to use that location for sleeping or habitation.
J. "Store" means to put aside or accumulate for use when needed, to put for safekeeping or to place or leave unattended in a location.
K. "Unattended property" means any personal property, including "camp paraphernalia which appears to have been abandoned, discarded, or disregarded by its owner; or property which has been left unattended for an unreasonable amount of time. An "unreasonable" amount of time may be any amount of time, however, any property left unattended for twelve hours or more shall be considered unattended per se.

Section 9.24.050 - Permitted camping on private property, is amended to read as follows:

A. Except as otherwise provided in this section, it is unlawful for any person to camp, lodge, or stay overnight on any private property within the city without first obtaining permission of the owner and making adequate arrangements to assure sanitary conditions and proper waste disposal. This prohibition shall apply whether or not such person is camping or lodging within or without any automobile, van, motor home, trailer coach, tent or other place of shelter. No person shall set up camp facilities or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave upon any private property any camp facilities.
B. Exceptions. This section shall not apply to camping, with adequate sanitary conditions and proper waste disposal, in the following situations:
    1. Persons camping upon their own land, or persons camping with the owner of the land.
    2. Persons camping with the written consent of the owner of the land, for not more than two consecutive nights, provided that such written consent is in their possession at the time and is shown upon the demand of any peace officer; and
    3. Persons lawfully camping within campgrounds or trailer parks approved pursuant to city ordinance.
C. This section is not intended to modify or amend the provisions Title 17 of the Rocklin Municipal Code, including Section ~~17.08.130~~17.31.070. In the event of a conflict between Title 17 and this section, Title 17 shall control.

Section 9.48.020 - Definitions of terms used in this chapter, is amended to read as follows:

The following terms, whenever used in this chapter, shall have the following meanings:

A. "City" means the city of Rocklin.

B. "Fire officer" means person with the responsibility for managing fire and rescue services.

C. "Commercial property" means any ~~structure or occupancy use not meeting the definition of C-1, C-2, C-3, C-4, C-H Zone as defined in the Rocklin Municipal Code.~~ property, structure, or occupancy used for a commercial use, as defined or otherwise permitted pursuant to Title 17 of the Rocklin Municipal Code, regardless of the zoning district in which the property is located.

D. "False fire alarm" means the activation of a fire alarm system resulting in a response by the fire department and which is caused by the negligence or intentional misuse of the fire alarm system by the owner, its employees, agents or other activation of a fire alarm system not caused by heat, smoke or fire; or a fire alarm to which the fire department responds, if the fire department determines that the fire alarm was not related to a fire or life safety emergency at the time of that alarm.

E. "Fire alarm agent" means any person who is self-employed or employed either directly or indirectly by a fire alarm business who duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving or installing a fire alarm system in or on any building, place or premises.

F. "Fire alarm business" means any person conducting or engaged in the business of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring a fire alarm system in or on any building, place or premises.

G. "Fire alarm" means a device or alarm that is designed to respond either manually or automatically to smoke, fire or activation of a fire suppression system.

H. "Fire alarm monitoring company" means a person in the business of providing monitoring services.

I. "Fire alarm system" means a combination of approved compatible devices with the necessary electrical interconnection and energy to produce an alarm signal in the event of a fire or emergency medical situation or both, and, when activated, emits a sound or transmits a signal to indicate that an emergency exists.

J. "Fire alarm user" means any person responsible for operating a fire alarm system at any premises in the city.

K. "Fire department" means any employee of the Rocklin Fire Department.

L. "Responsible party" means the owner of record, occupant, or lessee of property or premises with a fire alarm where a false fire alarm occurs, or the person who causes the false fire alarm at that property or premises.

Section 10.24.190 - Commercial vehicles, is amended to read as follows:

A. Commercial vehicles having a manufacturer's gross vehicle weight rating of thirteen tons or more shall not be parked or left standing on any street within the city between the hours of six p.m. to six a.m. Nothing in this section shall prohibit the operator of any commercial

vehicle exceeding the gross weight from parking or leaving standing the commercial vehicle for the purpose of:

1. Making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on a restricted street; or
2. Delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon a restricted street for which a building permit has previously been obtained.

B. For the purposes of this section, residential streets means those streets in ~~districts zoned R-1, RE or PD~~ a Residential Zone as defined in the zoning code of the city in addition to any other residential streets as determined by the traffic engineer.

C. The traffic engineer shall appropriately signs on the streets, roads or highways, as the traffic engineer may determine will best serve to give notice of this section, indicating the affected residential street, road or highway where commercial vehicle parking is prohibited.

Section 16.12.050 – Lot line adjustment, is amended to read as follows:

As provided in subsection (d) of Section 66412 of the Subdivision Map Act, this title shall not apply to any lot line adjustment, provided:

A. The resulting lots meet the area requirements of Title 17 for the zone in which the property is located; and

B. The planning director, planning commission or council, by resolution, approves such an adjustment.

C. The following procedure shall be used when applying for lot line adjustment approval pursuant to this section:

1. An application for approval of a lot line adjustment shall be submitted to the planning director on forms provided by the city. The application shall be accompanied by:
    a. Five copies of a map on eight and one- half by eleven inches bond paper, showing the existing property line and the proposed location of the new property line. The map shall be drawn to scale and show all existing structures, easements, landscaping, including trees, and any other improvements and their location in relation to all property lines;
    b. Two copies of a current title report for each parcel affected;
    c. New deed descriptions for all parcels affected by the lot line adjustment;
    d. Filing fees, as established by council resolution.
2. Upon determination by the planning director that the application is complete, the director shall have fifteen days in which to notify the applicant that the lot line adjustment is either approved, conditionally approved, or denied.
3. Any decision by the planning director may be appealed to the planning commission by the applicant or any interested party, in accordance with ~~Chapter 17.86~~Section 17.42.140.

4. Following affirmative action by the planning director, the commission or the council, the applicant shall submit the following final documents for recording to the city engineer:
    a. New deeds on all parcels affected;
    b. One eight and one-half by eleven inches exhibit map for each parcel affected;
    c. Any offers of dedication;
    d. Street improvement plans or deferral agreements, if applicable;
    e. Applicable fees, including recordation fees and plan check fees;
    f. Additional information as required by the city engineer.
5. Upon acceptance of the information set out in subdivision 4, the city engineer shall file all final documents with the clerk for recording.

Section 16.16.150 - Public hearing—Notice, is amended to read as follows:

Noticing shall be consistent with the requirements of ~~[Section] 17.02.080~~Section 17.42.070.

Section 16.18.080 - Rights conferred, is amended to read as follows:

A. Approval or conditional approval of a vesting tentative map shall confer a right to proceed with the development in substantial compliance with the city's ordinances, policies and standards used to determine whether to approve or disapprove an application for a tentative map in effect at the time the application for the vesting tentative map is deemed complete. A determination of whether a development substantially complies with the approved or conditionally approved map, or with the ordinances, policies or standards described in this subsection, may be appealed pursuant to ~~Chapter 17.86~~ Section 17.42.140.

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A NOTICE OF EXEMPTION FOR THE ZONE ROCKLIN - COMPREHENSIVE ZONING AMENDMENT

(Zone Rocklin / ENV2026-0010)

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

WHEREAS, the City of Rocklin has initiated the Zone Rocklin Comprehensive Zoning Amendment ("Zone Rocklin"), consisting of a comprehensive update of the City's Zoning Ordinance and Zoning Map intended to replace the City's existing zoning regulations with a modern, clear, internally consistent, and user-friendly regulatory framework that more effectively implements the Rocklin General Plan.

WHEREAS, Zone Rocklin includes the following related actions: General Plan Amendment (GPA2026-0001); General Development Plan Amendment (PDG2026-0002); Zoning Ordinance and Map Amendments (ZOA2026-0003); and Environmental Review (ENV2026-0010) (collectively, the "Project").

WHEREAS, Zone Rocklin reorganizes and updates the City's zoning regulations, consolidates and standardizes development requirements, incorporates applicable standards from existing General Development Plans, implements relevant General Plan and Housing Element programs, and updates the Zoning Map to improve consistency between zoning and General Plan land use designations.

WHEREAS, Zone Rocklin is primarily a modernization and clarification of the City's existing regulations and does not fundamentally change the City's established land use pattern or direct development to areas not already contemplated by the General Plan. The Zone Rocklin project includes certain General Plan amendments, rezonings, and other site-specific changes necessary to correct inconsistencies, eliminate obsolete zoning designations, implement adopted City policy, and establish appropriate zoning for properties currently subject to outdated or unclear regulations.

WHEREAS, on October 9, 2012, the Rocklin City Council adopted Resolution No. 2012-170, approving the 2012 General Plan Environmental Impact Report, and on August 26, 2025, the Rocklin City Council adopted Resolution No. 2025-190, approving an Addendum to the City's 2012 General Plan Environmental Impact Report ("General Plan EIR"). The General Plan EIR and August 2025 Addendum evaluated the environmental effects associated with implementation of the land use pattern, densities, intensities, and policy direction established by the General Plan and Housing Element.

WHEREAS, pursuant to California Environmental Quality Act ("CEQA") Guidelines section 15168, following certification of a Program EIR, a public agency may approve

later activities determined to be within the scope of the project covered by the Program EIR without preparation of an additional environmental document.

WHEREAS, the proposed Zoning Code and Official Zoning Map implement the policy direction of, and are consistent with the densities and intensities of land uses anticipated by, the Rocklin General Plan and Housing Element. The Zoning Code and Official Zoning Map constitute later activities within the scope of the General Plan and are adequately described and evaluated by the General Plan EIR and August 2025 Addendum for purposes of CEQA.

WHEREAS, the proposed Zoning Code and Official Zoning Map would not result in environmental impacts that were not analyzed in the General Plan EIR or August 2025 Addendum, and there is no new information or changed circumstances that would require preparation of a subsequent or supplemental EIR.

WHEREAS, CEQA Guidelines section 15183 provides that projects consistent with the development density established by existing zoning, a community plan, or general plan policies for which an EIR was certified shall not require additional environmental review except as may be necessary to examine whether there are project-specific significant effects that are peculiar to the project or its site.

WHEREAS, the proposed Zoning Code and Official Zoning Map are consistent with the development densities established by the Rocklin General Plan, and there are no project-specific significant effects peculiar to the Project or its site. Accordingly, no additional environmental review is required pursuant to CEQA Guidelines section 15183.

WHEREAS, General Plan Amendment / GPA2026-0001 includes minor technical amendments to the text and Land Use Map of the Rocklin General Plan. The text amendments include removal of references to the Zoning Compatibility Matrix and deletion of Table 4-4, Zoning Consistency Matrix, because consistency between individual zoning districts and General Plan land use designations will instead be addressed in the updated Zoning Code.

WHEREAS, the General Plan Land Use Map amendments correct mapping errors affecting specific properties and make changes to reflect current zoning, ownership, and use of specific parcels. The amendments do not establish new goals, policies, or implementation actions or otherwise authorize new uses or development of land.

WHEREAS, CEQA Guidelines section 15061(b)(3), commonly referred to as the "common sense exemption," provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and that, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

WHEREAS, the General Plan technical amendments improve internal consistency, reinforce the existing rules and standards associated with existing General

Plan land use designations, and correct mapping errors. It can therefore be seen with certainty that there is no possibility that the General Plan technical amendments may have a significant effect on the environment, and the amendments are exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3).

WHEREAS, the Planning Commission reviewed and considered the environmental analysis prepared for Zone Rocklin, together with the staff report, the General Plan EIR, the August 2025 Addendum, and all testimony and evidence presented in connection with the Project, and on September 1, 2026, voted 5-0 to recommend approval of the Project to the City Council.

WHEREAS, the City Council has reviewed and considered the environmental analysis prepared for Zone Rocklin, together with the staff report, the General Plan EIR, the August 2025 Addendum, and all testimony and evidence presented in connection with the Project.

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

Section 1. The City Council of the City of Rocklin hereby determines that the proposed Zoning Code and Official Zoning Map are later activities within the scope of the General Plan Program EIR pursuant to CEQA Guidelines section 15168; that no additional environmental review is required pursuant to CEQA Guidelines section 15183; and that the General Plan technical amendments are exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3).

Section 2. The City Council of the City of Rocklin approves the Notice of Exemption for Zone Rocklin / ENV2026-0010.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

NOTICE OF EXEMPTION

TO: County Clerk, County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

FROM: City of Rocklin
CD Department
3970 Rocklin Road
Rocklin, CA 95677

Project Title: Zone Rocklin – Comprehensive Zoning Amendment / ENV2026-0010

Project Location - Specific: Citywide

Project Location - City: Rocklin, CA

County: Placer

Description of Nature, Purpose and Beneficiaries of Project: The Zone Rocklin Comprehensive Zoning Amendment consists of a General Plan Amendment (GPA2026-0001), General Development Plan Amendment (PDG2026-0002), Zoning Ordinance and Map Amendments (ZOA2026-0003), and Environmental Review (ENV2026-0010).

The Project comprehensively updates the City's zoning regulations and maps to establish a modern, clear, internally consistent, and user-friendly regulatory framework that more effectively implements the Rocklin General Plan. The Project includes repeal and replacement of Title 17 (Zoning) of the Rocklin Municipal Code; related amendments to other provisions of the Rocklin Municipal Code; repeal of 72 existing General Development Plans and incorporation of applicable development standards into the updated Zoning Ordinance; adoption of a new Official Zoning Map and Overlay Map; and minor technical amendments to the General Plan text and Land Use Map.

The Project reorganizes and updates existing zoning regulations, consolidates and standardizes development requirements, updates zoning districts, land use classifications, definitions, development standards and approval procedures, implements applicable General Plan and Housing Element programs, corrects mapping inconsistencies, and replaces obsolete zoning classifications. The Project does not fundamentally change the City's established land use pattern or direct development to areas not already contemplated by the General Plan.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: City of Rocklin, Community Development Department, 3970 Rocklin Road, Rocklin, CA 95677.

Exempt Status (Check applicable provisions):

X Other: CEQA Guidelines Sections 15168 and 15183

X General Rule/Common Sense Exemption (California Code of Regulations Section 15061(b)(3))

Reasons why the project is exempt. On October 9, 2012 the Rocklin City of Rocklin adopted Resolution No. 2012-170, certifying the 2012 General Plan Environmental Impact Report ("General Plan EIR"), which evaluated the environmental effects associated with implementation of the land use pattern, densities, intensities, and policy direction established by the Rocklin General Plan. On August 26, 2025, the City Council adopted Resolution No. 2025-190 approving an Addendum to the General Plan EIR.

Pursuant to CEQA Guidelines section 15168, following certification of a Program EIR, an agency may approve later activities that are within the scope of the project covered by the Program EIR without preparation of an additional environmental document. The proposed Zoning Code, Official Zoning Map, Overlay Map, repeal of existing General Development Plans, and related amendments implement the policy direction of, and are consistent with the densities and intensities of land uses anticipated by, the General Plan and Housing Element. These components of the Project constitute later activities within the scope of the General Plan and are adequately described and evaluated by the General Plan EIR and August 2025 Addendum. They would not result in environmental impacts that were not analyzed in the General Plan EIR or Addendum, and there is no new information or changed circumstances requiring preparation of a subsequent or supplemental EIR.

CEQA Guidelines section 15183 further provides that projects consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review except as necessary to examine significant effects that are peculiar to the project or its site. The proposed Zoning Code and maps are consistent with the development densities established by the General Plan, and there are no project-specific significant effects peculiar to the Project or its site. Accordingly, no additional environmental review is required pursuant to CEQA Guidelines section 15183.

The General Plan Amendment consists of minor technical amendments to the General Plan text and Land Use Map. The text amendments remove references to the Zoning Compatibility Matrix and delete Table 4-4, Zoning Consistency Matrix, because consistency between individual zoning districts and General Plan land use designations will instead be addressed within the updated Zoning Code. The General Plan Land Use Map amendments correct mapping errors affecting specific properties and make changes to reflect current zoning, ownership, and use of specific parcels.

The General Plan technical amendments do not establish new goals, policies, or implementation actions, authorize new uses or development of land, or materially alter the development potential established by the General Plan. The amendments improve internal consistency, reinforce existing General Plan land use designations and standards, and correct mapping errors. Therefore, it can be seen with certainty that there is no possibility that the General Plan technical amendments may have a significant effect on the environment, and these amendments are exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3).

The proposal is consistent with the exemption class descriptions noted above and is exempt pursuant to Sections 15168, 15183 and 15061(b)(3) of the CEQA Guidelines.

Contact Person: David Mohlenbrok, Community Development Department Director

Date Received for Filing: _____

Signature: _____
David Mohlenbrok, Community Development Department Director

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A GENERAL PLAN AMENDMENT FOR THE ZONE ROCKLIN – COMPREHENSIVE ZONING AMENDMENT

(Zone Rocklin / GPA2026-0001)

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

WHEREAS, the Zone Rocklin - Comprehensive Zoning Amendment consists of a General Plan Amendment (GPA2026-0001), General Development Plan Amendment (PDG2026-0002), Zoning Ordinance and Map Amendments (ZOA2026-0003), and Environmental Review (ENV2026-0010) (collectively, the "Project"); and

WHEREAS, the Project consists of a comprehensive update of the City's Zoning Ordinance and Zoning Map intended to replace the City's existing zoning regulations with a modern, clear, internally consistent, and user-friendly regulatory framework that more effectively implements the Rocklin General Plan; and

WHEREAS, the Project includes minor amendments to the text and Land Use Map of the Rocklin General Plan necessary to maintain consistency between the General Plan and the updated Zoning Code and to correct identified mapping errors and inconsistencies; and

WHEREAS, the existing General Plan includes references to the City's Zoning Compatibility Matrix, including Table 4-4, Zoning Consistency Matrix, which identifies zoning districts considered consistent with each General Plan land use designation; and

WHEREAS, under the proposed Zoning Code, consistency between zoning districts and General Plan land use designations would instead be addressed directly within the Zoning Code, making the existing Zoning Compatibility Matrix and related General Plan references unnecessary; and

WHEREAS, the proposed General Plan Amendment would remove references to the Zoning Compatibility Matrix, delete Table 4-4, Zoning Consistency Matrix, and revise related General Plan implementation provisions to recognize that the Zoning Code identifies the zoning classifications consistent with each General Plan land use designation; and

WHEREAS, the proposed General Plan Amendment also includes amendments to the General Plan Land Use Map for selected properties throughout the City to correct mapping errors and inconsistencies and to reflect current zoning, ownership, and use of specific parcels; and

WHEREAS, the proposed General Plan Amendment does not establish new General Plan goals, policies, or implementation actions, authorize new uses or development of land, or otherwise materially alter the development potential established by the General Plan; and

WHEREAS, the proposed General Plan Amendment improves internal consistency between the General Plan, Zoning Code, and associated maps and supports implementation of the City's updated zoning framework; and

WHEREAS, the City Council has considered the effect of the approval of this General Plan Amendment on the housing needs of the region and balanced those needs against the public service needs of its residents and available fiscal and environmental resources. The proposed General Plan Amendment would not adversely affect the City's ability to accommodate its share of the regional housing need and would maintain consistency with the City's adopted Housing Element; and

WHEREAS, a Notice of Exemption has been approved for this Project via Resolution No. 2026-___. The General Plan technical amendments do not establish new goals, policies, or implementation actions or otherwise authorize new uses or development of land, and it can be seen with certainty that there is no possibility that the amendments may have a significant effect on the environment. The General Plan Amendment is therefore exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines section 15061(b)(3).

WHEREAS, the City Council finds that the General Plan Amendment (GPA2026-0001), General Development Plan Amendment (PDG2026-0002), and Zoning Ordinance and Map Amendments (ZOA2026-0003) are interrelated components of the comprehensive Zone Rocklin project and are intended to be considered and acted upon together. Accordingly, the City Council's approval of each legislative item is expressly contingent upon approval of all legislative items, and no individual legislative item is intended to be approved or become effective independently of the others.

WHEREAS, the Planning Commission reviewed and considered the Zone Rocklin Project, and on September 1, 2026, voted 5-0 to recommend approval of the Project to the City Council.

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

Section 1. The City Council of the City of Rocklin hereby approves General Plan Amendment / GPA2026-0001, including the General Plan text amendments shown in **Exhibit A** and the General Plan Land Use Map amendments shown in **Exhibit B**, attached hereto and by this reference incorporated herein, subject to the following condition.

1. Validity

   This General Plan Amendment (GPA2026-0011) shall not be considered valid and approved or effective unless and until the concurrent General Development Plan Amendment (PDG2026-0002) and Zoning Ordinance and Map Amendments (ZOA2026-0003) have been approved and are effective. (PLANNING)

PASSED AND ADOPTED this 13th day of October, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

GENERAL PLAN TEXT AMENDMENTS

EXHIBIT A

General Plan Text Amendments:

The following amendments are shown in ~~strike~~/add format.

A. The last paragraph of the Introduction of A. Land Use Element of Chapter IV. General Plan Elements is amended to read as follows:

The Land Use Element also includes definitions of each land use designation, population density and building intensity standards, and a description of the General Plan holding capacity~~, and the Zoning Compatibility Matrix~~. The State Office of Planning and Research's General Plan Guidelines note that the Land Use Element should address the distribution of open space, mineral resources, recreation facilities, educational facilities, and public buildings and grounds. In the Rocklin General Plan, those topics are addressed in the Open Space, Recreation and Conservation Element.

B. Section Zoning Compatibility Matrix and Table 4-4, Zoning Consistency Matrix, of A. Land Use Element of Chapter IV. General Plan Elements are deleted in their entireties.

C. The first bullet of Statutory Requirements of Chapter V. Implementation is amended to read as follow:

- Implement the General Plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinance. To be approved, the Planning Commission must find that a subdivision map is consistent with the General Plan. Zoning must also be consistent with the General Plan. ~~The Land Use Element of this General Plan includes a Zoning Compatibility Matrix showing the zoning classifications that are consistent with each General Plan land use designation.~~

D. The third paragraph of Land Use and Construction Regulation of Chapter V. Implementation is amended to read as follows:

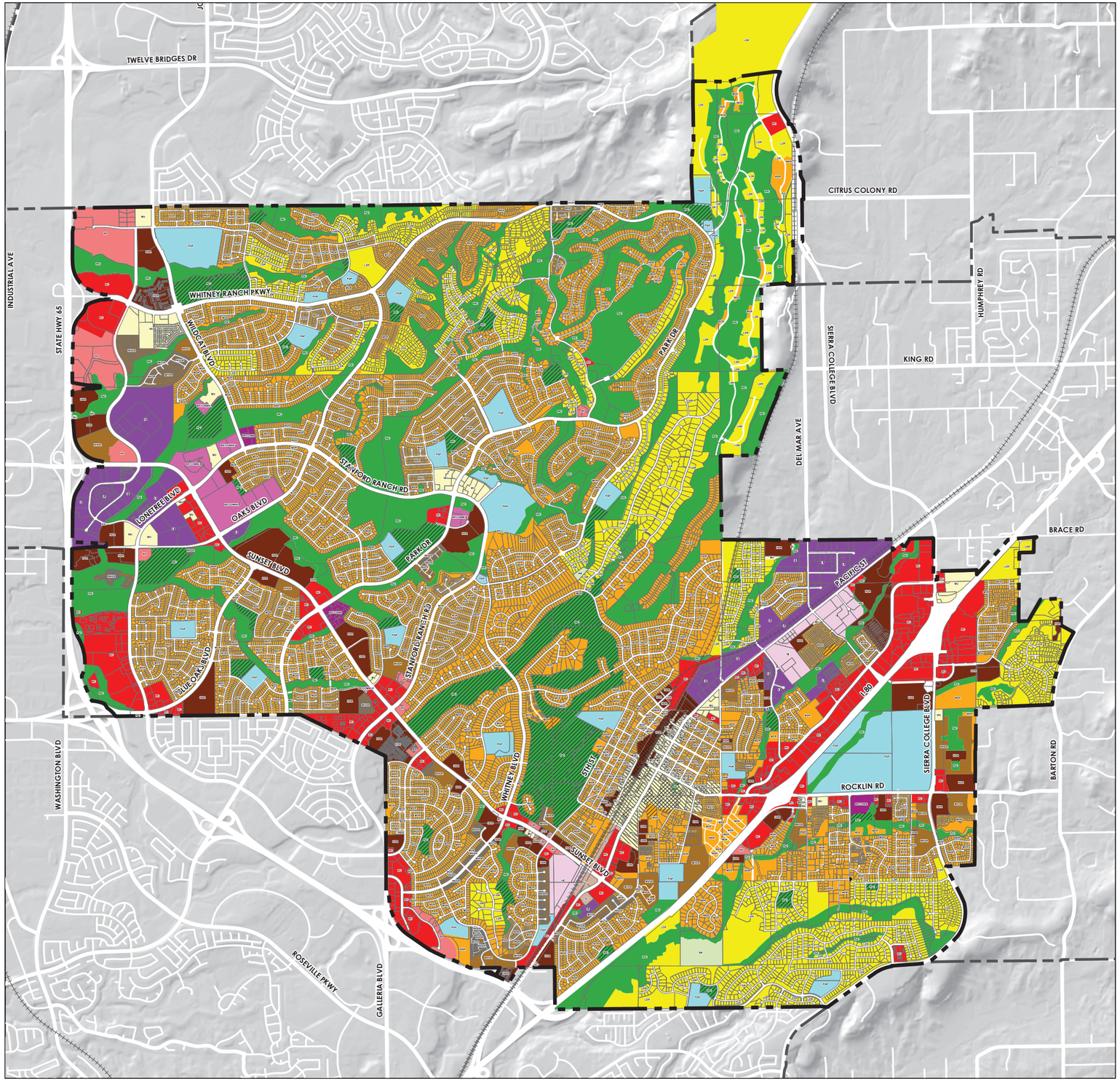
The City views the Zoning Ordinance as its primary tool in implementing the General Plan. The Zoning Ordinance identifies ~~Compatibility Matrix included in the Land Use Element of this General Plan shows~~ the zoning classifications that are consistent with each General Plan land use designation.

E. GPA2026-0001, Exhibit A: Modify existing Footnote "1" in the Density column of General Plan Table 4-1 as follows:

Footnote “1”: ~~Under a PD zone, m~~ Minimum lot sizes may be reduced when sensitive land constraints exist, or when there are other compensating factors which justify a reduction in size.

EXHIBIT B

GENERAL PLAN MAP AMENDMENTS



DRAFT GENERAL PLAN LAND USE MAP

JULY 2026

MAP FEATURES

- City Boundary
- Parcel Boundary
- Railroad

GENERAL PLAN LAND USE DESIGNATIONS

Residential Designations

- Rural Residential
- Low Density Residential
- Medium Density Residential
- Medium-High Density Residential
- High Density Residential

Industrial Designations

- Light Industrial
- Heavy Industrial

Commercial and Mixed Use Designations

- Mixed Use
- Professional Office
- Business Professional/Commercial
- Business Prof./Comm./Light Industrial
- Retail Commercial
- Service Commercial

Public and Semi-Public Designations

- Public/Quasi-Public
- Recreation/Conservation

OTHER MAP FEATURES

- Parks
- Downtown Plan Area

SOURCES:
Base data sources:

*City of Rocklin, 2024, 2025;
*USGS elevation data 2021.

NOTES:
Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The City of Rocklin makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

See separate note for data sources. Direct all inquires to the City of Rocklin Planning Division.

Drawn by: RRM Design Group
ArcGIS Pro. Redlands, CA: Esri

JULY 21, 2026

0 0.25 0.5 Miles

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S

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING MULTIPLE GENERAL DEVELOPMENT PLANS FOR THE ZONE ROCKLIN – COMPREHENSIVE ZONING AMENDMENT

(ZONE ROCKLIN / PDG2026-0002)

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

Section 1. Purpose. The purpose of this ordinance is to repeal seventy-two existing General Development Plans as part of the Zone Rocklin - Comprehensive Zoning Amendment.

The City has historically utilized General Development Plans to establish permitted uses, development standards, and other zoning regulations for planned development areas throughout the City. As part of the comprehensive update of the City's Zoning Ordinance and Zoning Map, applicable zoning provisions from the General Development Plans identified in this ordinance have been incorporated into the updated Zoning Code and associated Official Zoning Map and Overlay Map.

Repeal of these General Development Plans will allow the affected properties to be regulated through the City's updated zoning framework, reduce reliance on separate planning documents, and improve the transparency, consistency, and ease of administration of the City's zoning regulations.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 3. Repeal of General Development Plans. The City Council hereby repeals the General Development Plans adopted by the ordinances identified in **Exhibit A**, attached hereto and incorporated herein by reference.

The College Park General Development Plan, adopted by Ordinance No. 1157, is not repealed by this ordinance and shall remain in effect.

Section 4. Effect on Existing Approvals and Entitlements. Nothing in this ordinance is intended to invalidate or modify any lawfully established development approval, tentative map, condition of approval, development agreement, or other vested entitlement. Such approvals and entitlements shall remain effective in accordance with their terms.

Following the effective date of this ordinance, properties formerly subject to the General Development Plans repealed by Section 3 shall be subject to the applicable

provisions of the Rocklin Municipal Code and the City's Official Zoning Map and Overlay Map, except to the extent otherwise provided by an existing approval, development agreement, vested right, or applicable law.

Section 5. Environmental. The environmental effects of the Zone Rocklin Comprehensive Zoning Amendment, including repeal of the General Development Plans identified in Exhibit A, have been reviewed pursuant to the California Environmental Quality Act ("CEQA").

The City Council finds that the repeal of the identified General Development Plans, in conjunction with adoption of the updated Zoning Code and associated maps, constitutes a later activity within the scope of the Rocklin General Plan and the 2012 General Plan Environmental Impact Report, as supplemented by the August 2025 Addendum, pursuant to CEQA Guidelines section 15168. The City Council further finds that no additional environmental review is required pursuant to CEQA Guidelines section 15183.

Section 6. Interrelated Approvals. The City Council finds that the General Plan Amendment (GPA2026-0001), General Development Plan Amendment (PDG2026-0002), and Zoning Ordinance and Map Amendments (ZOA2026-0003) are interrelated components of the comprehensive Zone Rocklin project and are intended to be considered and acted upon together. Accordingly, the approval of each legislative item is expressly contingent upon approval of all three legislative items, and no individual legislative item is intended to be approved or become effective independently of the others.

Section 7. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 8. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption provided all three legislative actions related to General Plan Amendment (GPA2026-0001), General Development Plan Amendment (PDG2026-0002), and Zoning Ordinance and Map Amendments (ZOA2026-0003) are all approved and all become effective concurrently.

Section 9. Publication. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the

City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on October 13, 2026, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on October 27, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading:
Second Reading:
Effective Date:

EXHIBIT A

The following General Development Plans are repealed by this Ordinance:

No.	Project Name	Ordinance No.
1	Sierra Meadows	358
2	Stanford Ranch; 1020 is Stanford Terrace Condos	1146
3	The Everette Apartments (formerly Granite Oaks)	532
4	Fairway Heights	592
5	Rocklin Manor Apartments	553
6	Springview Oaks	561
7	Springview Meadows	562
8	Rossi/Tarabertz	567
9	Granite Springs Village	577
10	Five Star	1064
11	Sierra Pacific Business Park	600
12	Stonebrook Estates	604
13	Southside Ranch	605
14	Emerson	612
15	Rockmoor Estates	614
16	Mill Street Properties	625
17	Whitney Oaks	870
18	Clover Valley Estates Units 1-3, Mission Oaks, Clover Valley Woods	632
19	Fox Ridge Subdivision	838
20	Rocklin Executive Park	640
21	Yankee Hill Estates	642
22	BNB Investors	646
23	Rockmoor Estates Phase 2	653
24	Croftwood Subdivision	1004
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ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING AND REPLACING TITLE 17 OF THE ROCKLIN MUNICIPAL CODE, AMENDING RELATED PROVISIONS OF THE ROCKLIN MUNICIPAL CODE, AND ADOPTING THE CORRESPONDING ZONING MAP AMENDMENTS

(ZONE ROCKLIN / ZOA2026-0003)

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

Section 1. Purpose. The purpose of this ordinance is to comprehensively update the City of Rocklin's zoning regulations as part of the Zone Rocklin - Comprehensive Zoning Amendment.

The City's existing Zoning Ordinance, codified in Title 17 of the Rocklin Municipal Code, was originally adopted in 1977 and has subsequently been amended numerous times in response to changes in State law, development practices, policy priorities, and individual development proposals. Over time, these amendments, together with the City's numerous General Development Plans and site-specific regulations, have resulted in a regulatory framework containing overlapping requirements, inconsistent terminology, and standards and procedures developed under different regulatory conditions.

The Zone Rocklin Comprehensive Zoning Amendment is intended to establish a modern, clear, internally consistent, and user-friendly regulatory framework that more effectively implements the Rocklin General Plan. The updated Zoning Code reorganizes and updates the City's zoning regulations, consolidates and standardizes development requirements, incorporates applicable standards from existing General Development Plans, implements relevant General Plan and Housing Element programs, updates zoning districts and land use classifications, and clarifies development standards and approval procedures.

The ordinance also includes related amendments to other provisions of the Rocklin Municipal Code and adoption of an updated Official Zoning Map and Overlay Map to ensure consistency with the updated Zoning Code.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 3. Repeal and Replacement of Title 17. Existing Title 17, Zoning, of the Rocklin Municipal Code is hereby repealed in its entirety and replaced with the new Title 17 set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

The repeal and replacement of Title 17 is intended to comprehensively reorganize and update the City's zoning regulations, including its zoning districts, permitted and

conditionally permitted uses, development standards, citywide regulations, administrative procedures, and definitions.

Section 4. Amendments to Other Provisions of the Rocklin Municipal Code. Sections 3.32.020, 5.22.040, 5.26.020, 5.30.040, 5.44.021, 5.44.033, 6.04.130, 6.20.010, 6.36.040, 8.04.020, 9.24.020, 9.24.050, 9.48.020, 10.24.190, 16.12.050, 16.16.150, and 16.18.080 within Titles 3, 5, 6, 8, 9, 10, and 16 of the Rocklin Municipal Code are hereby amended as set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

These amendments are intended to update references to zoning districts, definitions, development standards, chapter and section numbers, and other provisions affected by the repeal and replacement of Title 17, and to maintain consistency between those provisions and the updated Zoning Code.

Section 5. Official Zoning Map and Overlay Map. The City Council hereby adopts the Official Zoning Map set forth in **Exhibit C** and the Overlay Map set forth in **Exhibit D**, attached hereto and incorporated herein by reference.

The Official Zoning Map and Overlay Map establish the zoning classifications applicable to property within the City consistent with the zoning districts and overlay districts established by Title 17 of the Rocklin Municipal Code.

The maps include changes necessary to establish consistency with the Rocklin General Plan, replace obsolete zoning classifications, correct mapping inconsistencies, reflect previously approved land use actions, incorporate applicable zoning provisions previously contained in General Development Plans, and implement adopted City policy.

Section 6. General Plan Consistency. The City Council finds that the amendments adopted by this ordinance, including the comprehensive amendment to Title 17, related amendments to other provisions of the Rocklin Municipal Code, and adoption of the Official Zoning Map and Overlay Map, are consistent with the Rocklin General Plan.

The updated Zoning Code establishes zoning districts, permitted uses, development standards, and review procedures that implement the land use pattern, densities, intensities, and policy direction established by the General Plan. The amendments do not substantially modify the City's planned development pattern but instead establish an updated regulatory framework for implementation of the General Plan.

Section 7. Existing Approvals and Entitlements. Nothing in this ordinance is intended to invalidate or modify any lawfully established development approval, tentative map, condition of approval, development agreement, or other vested entitlement. Such approvals and entitlements shall remain effective in accordance with their terms and applicable law.

Legally established nonconforming uses, structures, lots, and site conditions shall be governed by the applicable provisions of Title 17, as amended by this ordinance.

Section 8. Environmental. The environmental effects of the Zone Rocklin Comprehensive Zoning Amendment have been reviewed pursuant to the California Environmental Quality Act ("CEQA").

The City Council finds that the updated Zoning Code, Official Zoning Map, Overlay Map, and related regulatory amendments implement the policy direction of, and are consistent with the densities and intensities of land uses anticipated by, the Rocklin General Plan and Housing Element.

The City Council further finds that these actions constitute later activities within the scope of the Rocklin General Plan and the 2012 General Plan Environmental Impact Report, as supplemented by the August 2025 Addendum approved by City Council Resolution No. 2025-190, pursuant to CEQA Guidelines section 15168. The actions would not result in environmental impacts that were not analyzed in the General Plan Environmental Impact Report or August 2025 Addendum, and there is no new information or changed circumstances requiring preparation of a subsequent or supplemental environmental impact report.

The City Council further finds that the updated Zoning Code and maps are consistent with the development densities established by the General Plan and that there are no project-specific significant effects peculiar to the Project or its site. Accordingly, no additional environmental review is required pursuant to CEQA Guidelines section 15183.

Section 6. Interrelated Approvals. The City Council finds that the General Plan Amendment (GPA2026-0001), General Development Plan Amendment (PDG2026-0002), and Zoning Ordinance and Map Amendments (ZOA2026-0003) are interrelated components of the comprehensive Zone Rocklin project and are intended to be considered and acted upon together. Accordingly, the approval of each legislative item is expressly contingent upon approval of all three legislative items, and no individual legislative item is intended to be approved or become effective independently of the others.

Section 9. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 10. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption provided all three legislative actions related to General Plan Amendment (GPA2026-0001), General Development Plan Amendment (PDG2026-

0002), and Zoning Ordinance and Map Amendments (ZOA2026-0003) are all approved and all become effective concurrently.

Section 11. Publication. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on October 13, 2026, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on October 27, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading:
Second Reading:
Effective Date:

EXHIBIT A

INSERT
COMPREHENSIVE AMENDMENT TO TITLE 17
OF THE ROCKLIN MUNICIPAL CODE

EXHIBIT B

INSERT
AMENDMENTS TO RELATED PROVISIONS
OF THE ROCKLIN MUNICIPAL CODE

EXHIBIT C

INSERT
OFFICIAL ZONING MAP

EXHIBIT D

INSERT
OVERLAY MAP

ZONE ROCKLIN

Planning Commission Recommended Draft Zoning Code



September 2026

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Division I: General Provisions

Chapter 17.01 Purpose and Effect of the Zoning Code

17.01.010 Title

Title 17 of the Rocklin Municipal Code shall be known and cited as the "Rocklin Zoning Code", "Zoning Code of the City of Rocklin", "Zoning Code", or "Code".

17.01.020 Authority

The Rocklin Zoning Code is adopted pursuant to the authority contained in Section 65850 of the California Government Code.

17.01.030 Purpose

The purpose of this Code is to implement the City's General Plan and to protect and promote public health, safety, peace, comfort, convenience, prosperity, and general welfare. More specifically, the Code is adopted to achieve the following objectives:

A. Provide standards for the orderly growth and development of the City, and guide and control the use of land to provide a safe, harmonious, attractive, and sustainable community.

B. Achieve the arrangement of land uses depicted in the Rocklin General Plan, consistent with the goals and policies of the General Plan.

C. Enhance the appearance of the City and promote high-quality design.

D. Preserve and enhance the quality of life and character of residential neighborhoods.

E. Promote economic growth and the creation of jobs.

F. Facilitate the appropriate location of community facilities, institutions, transportation, and parks and recreational areas.

G. Allow for public participation in government decision-making regarding land use and development in a manner consistent with State law.

H. Define duties and powers of administrative bodies and officers responsible for implementation of the Code.

17.01.040 Relationship to the General Plan

This Code implements the goals and policies of the Rocklin General Plan by regulating the use of land and structures within the City. This Code and the General Plan shall be consistent with one another. Any permit, license, or approval issues pursuant to this Code must be consistent with the General Plan and all applicable specific plans. In any case where there is a conflict between this Code and the General Plan, the General Plan shall control.

17.01.050 Applicability

A. **Applicability to Property.** This Code shall apply, to the extent permitted by law, to all property within the corporate limits of the City of Rocklin and to property for which applications for annexation and/or subdivisions have been submitted to the City of Rocklin, including all uses, structures, and land owned by any private person, firm, or corporation or organization, or local, State or federal agencies except as provided below.

1. Except as otherwise required by law, any City-initiated activities, developments, and/or projects shall be exempt from the requirements of this Zoning Code.

2. Any governmental agency shall be exempt from the provisions of this Code only to the extent that such property may not be lawfully regulated by the City of Rocklin.

B. **Minimum Requirements.** The provisions of this Code shall be minimum requirements for the promotion of public health, safety, and general welfare. Where this Code provides for more discretion on the part of a City official or body, that discretion may be exercised to impose more stringent requirements than set forth in this Code as may be necessary to promote orderly land use development and the purposes of this Code.

C. **Compliance with Regulations.** No land shall be used, and no structure shall be constructed, occupied, enlarged, altered, demolished, or moved in any zone, except in accordance with the provisions of this Code, including the development and performance standards herein, and any permit issued pursuant hereto. The temporary or transitory nature of a use does not exempt it from this requirement.

D. **Conflicting Regulations.** The regulations of this Code and requirements or conditions imposed pursuant to this Code shall not supersede any other regulations or requirements adopted or imposed by the Rocklin City Council, the State of California, or any federal agency that has jurisdiction by law over uses and development authorized by this Code. All uses and development authorized by this Code shall comply with all other such regulations and requirements. Where conflict occurs between the provisions of the Code and any other City ordinance, chapter, resolution, guideline, or regulation, the more restrictive provisions shall control, unless otherwise specified.

E. **Private Agreements.** This Code shall not interfere with or annul any recorded easement, covenant, or other agreement now in effect, provided that where this Code imposes greater restriction than imposed by an easement, covenant, or agreement, this Code shall control. City of Rocklin shall not be responsible for monitoring or enforcing private agreements.

F. **Prior Ordinance.** The provisions of this Code supersede all prior ordinances codified in Title 17 of the Rocklin Municipal Code and any amendments. No provisions of this Code shall validate any land use or structure established, constructed, or maintained in violation of the prior Zoning Code, unless such validation is specifically authorized by this Code and is in conformance with all other regulations.

G. **Effect on Previously Approved Projects and Projects in Progress.**

1. ***Building Permit.*** Any building or structure for which a Building Permit has been issued may be completed and used in accordance with the plans, specifications, and permits on which said Building Permit was granted, provided at least one inspection has been requested and posted for the primary structure on the site where the permit is issued, and provided construction is diligently pursued. No extensions of time except as provided for in the Building Code shall be granted for commencement of construction, unless the applicant has secured an allowed permit extension from the Planning Division.

2. ***Previously Approved Land Use Authorization.*** This Zoning Code shall not interfere with, repeal, abrogate, or annul any previously granted land use authorization. All allowances, requirements, and conditions of approval of previous land use authorizations shall apply until the applicable review authority specifically repeals the allowance, requirement, or condition.

3. ***Land Use Authorization in Process.*** An application for a discretionary land use authorization that has been submitted or accepted by the Planning Division as complete for processing prior to the adoption of this Code or any applicable amendment shall be processed according to the requirements of this Zoning Code or the prior Code upon written request from the project applicant.

H. **Application During Local Emergency.** The City Council may authorize a deviation from a provision of this Code during a local emergency declared and ratified under the Rocklin Municipal Code. The City Council may authorize a deviation by resolution without notice or public hearing.

17.01.060 Responsibility for Administration

The Zoning Code shall be administered by the Rocklin City Council, Planning Commission, and Community Development Director as established in Chapter 17.41, Planning Authorities.

17.01.070 Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this Code is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Code. The Rocklin City Council hereby declares that it would have passed this Code, and each section, subsection, sentence, clause, and phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

17.01.080 Fees

The City Council shall establish by resolution, and may amend and revise from time to time, fees for processing the discretionary entitlement applications and other permits authorized or required by this Code. All fees shall be paid at the time an application is filed, and no processing shall commence until the fees are paid in full.

Chapter 17.02 Interpretation of the Zoning Code

17.02.010 Purpose

The purpose of this Chapter is to provide precision in the interpretation of the Zoning Code. The meaning and construction of words and phrases defined in this Chapter apply throughout the Code, except where the context indicates a different meaning.

17.02.020 Rules of Interpretation

In interpreting the various provisions of the Code, the following rules of interpretation shall apply:

A. **General Rules.** The following general rules apply to the interpretation and application of the Zoning Code.

1. The specific controls the general.
2. In case of conflict between the text and a figure, illustration, heading, caption, diagram, or graphic, the text controls.
3. Sections and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any section.
4. Unless the context clearly indicates the contrary, the following conjunctions shall be interpreted as follows:
    a. "And" indicates that all connected words or provisions shall apply.
    b. "And/or" indicates that the connected words or provisions may apply singularly or in any combination.
    c. "Or" indicates that the connected words or provisions may apply singularly or in any combination.
    d. "Either… or" indicates that the connected words or provisions shall apply singularly but not in combination.
5. The words "shall", "will", "must", and "is to" are always mandatory and not discretionary. "Should" is a regulation that is not mandatory but must be either fulfilled or the applicant must demonstrate an alternative that fulfills the intent of the regulation. "May" is permissive.
6. The present tense includes the past and future tenses, and the future tense includes the past.
7. The singular number includes the plural, and the plural, the singular.

8. All references to departments, committees, commissions, boards, or other public agencies are to those of the City of Rocklin, unless otherwise indicated.

9. All references to public officials are to those of the City of Rocklin, and include designated deputies of such officials, unless otherwise indicated.

B. **Calendar Days.** All references to days are to calendar days, unless otherwise indicated. If a deadline falls on a weekend or holiday, or a day when the City offices are closed, it shall be extended to the next working day. The end of a time period shall be the close of business on the last day of the period.

C. **Definitions.** The Director shall make the interpretation for any definition not expressly identified in this Code.

17.02.030 Rules of Measurement

For all calculations, the applicant shall be responsible for supplying drawings illustrating the measurements that apply to a project. These drawings shall be drawn to scale and of sufficient detail to allow easy verification upon inspection by the Director.

A. **Fractions.** Whenever this Code requires consideration of distances, parking spaces, dwelling units, or other aspects of development or the physical environment expressed in numerical quantities, and the result of a calculation contains a fraction of a whole number, the results will be rounded as follows:

1. ***General Rounding.*** Fractions of one-half (0.5) or greater shall be rounded up to the nearest whole number, and fractions of less than one-half (0.5) shall be rounded down to the nearest whole number, except as otherwise provided.

2. ***Exception for State Affordable Housing Density Bonus.*** The calculation of fractions related to permitted bonus density units for projects eligible for bonus density pursuant to Government Code Section 65915 or any successor statute and Chapter 17.25, Affordable Housing Density Bonus, any fractional number of units shall be rounded up to the next whole number.

B. **Measuring Distances.**

1. ***Measurements are Shortest Distance.*** When measuring a required distance, such as the minimum distance between a structure and a lot line, the measurement is made at the closest or shortest distance between the two objects.

2. ***Distances are Measured Horizontally.*** When determining distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the

appropriate line, edge of building, structure, storage area, parking area, or other object. These distances are not measured by following the topography or slope of the land.

3. ***Measurements Involving a Structure.*** Measurements involving a structure are made to the closest support element of the structure. Structures or portions of structures that are entirely underground are not included in measuring required distances.

4. ***Measurement of Vehicle Stacking or Travel Areas.*** Measurement of a minimum travel distance for vehicles, such as garage entrance setbacks and stacking lane distances, is measured down the center of the vehicle travel area. For example, curving driveways and travel lanes are measured along the center arc of the driveway or traffic lane.

5. ***Measuring Radius.*** When a specified land use is required to be located a minimum distance from another land use, the minimum distance is measured in a straight line from all points along the lot line of the subject project, in all directions.

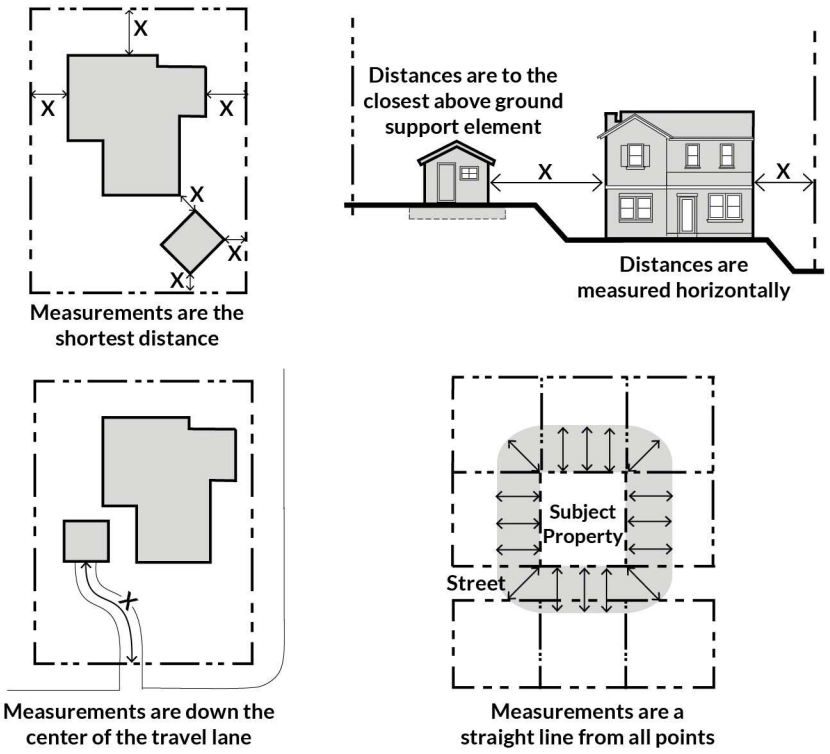


FIGURE 17.02.030.B: MEASURING DISTANCES

C. **Measuring Height.** Except as otherwise specified for fences, walls, and decks, below, or anywhere else in this Code, the height of a structure is determined as provided in the Building Code as adopted by the City.

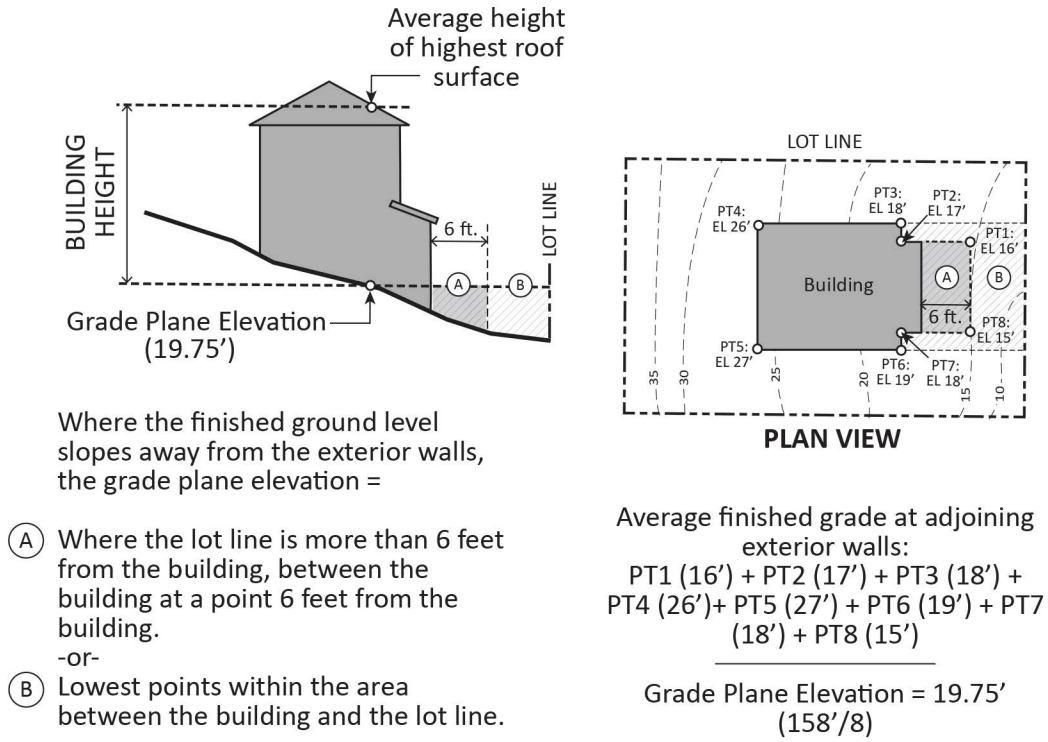


FIGURE 17.02.030.C: MEASURING HEIGHT

1. ***Measuring Height of Fences or Walls.*** The height of a fence or wall is measured as the vertical distance from the highest ground level of finished grade immediately adjacent to the fence or wall after initial installation of the fence or wall to the highest point of such fence or wall. Dirt or other materials placed or mounded adjacent to the fence or wall after initial installation shall not be considered in measuring fence or wall height.

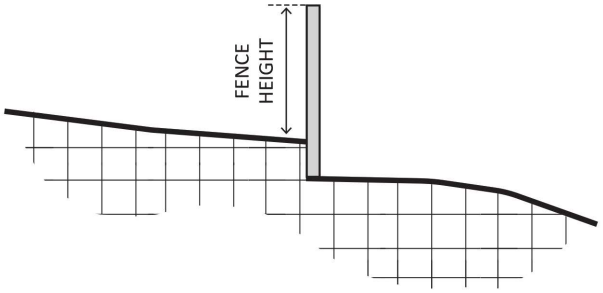


FIGURE 17.02.030.C.1: MEASURING HEIGHT OF FENCES OR WALLS

2. ***Measuring the Height of Decks.*** Deck height is determined by measuring from the ground to the highest point of the deck or attached appurtenances, including railings.

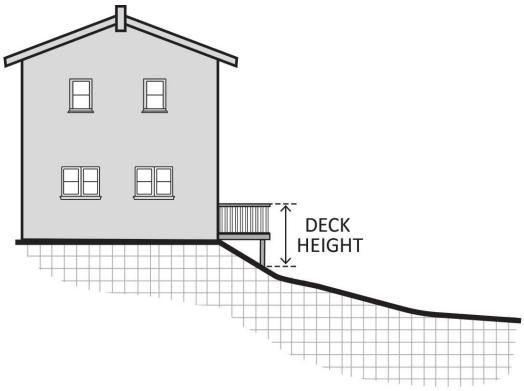


FIGURE 17.02.030.C.2: MEASURING HEIGHT OF DECKS

D. **Measuring Lot Width and Depth.**

1. ***Lot Width.*** Lot width is the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

2. ***Lot Depth.*** Lot depth is measured along a straight line drawn from the midpoint of the front property line of the lot to the midpoint of the rear property line or to the most distant point on any other lot line where there is no rear lot line.

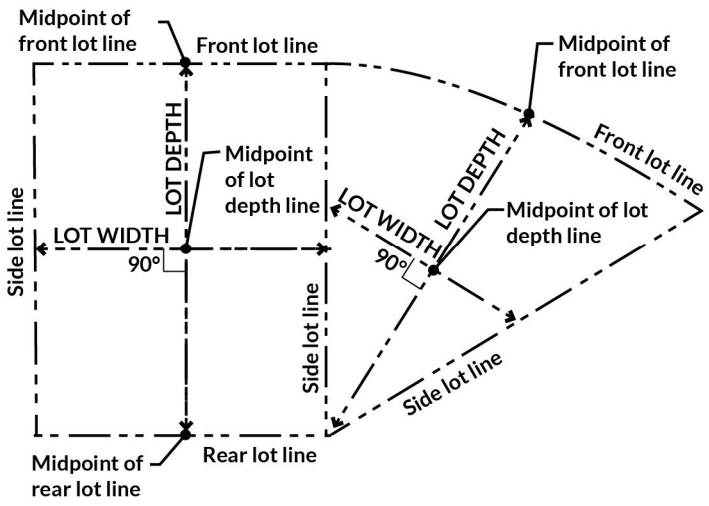


FIGURE 17.02.030.D: MEASURING LOT WIDTH AND DEPTH

E. **Determining Floor Area.** The floor area of a building is the sum of the gross horizontal areas of all floors of a building or other enclosed structure, measured from the outside perimeter of the exterior walls and/or the centerline of interior walls.

1. ***Included in Floor Area.*** Floor area includes, but is not limited to, all habitable space (as defined in the Building Code) that is below the roof and within the outer surface of the main walls of primary or accessory buildings or the centerlines of party walls separating such buildings or portions thereof or within lines drawn parallel to and two feet within the roof line of any building without walls. In the case of a multi-story building that has covered or enclosed stairways, stairwells, or elevator shafts, the horizontal area of such features shall be counted only once at the floor level of their greatest area of horizontal extent.

2. ***Excluded from Floor Area.*** Floor area does not include the following:

   a. Mechanical, electrical, and communication equipment rooms that do not exceed two percent of the building's total floor area;

   b. Bay windows or other architectural projections where the vertical distance between the lowest surface of the projection and the finished floor is 18 inches or greater;

   c. Areas that qualify as usable open space;

   d. Covered porticoes, paseos, corridors, and courtyards designed for use by and accessible to the general public; and

e. In non-residential and mixed-use buildings, areas used for off-street parking spaces or loading spaces, driveways, and maneuvering aisles.

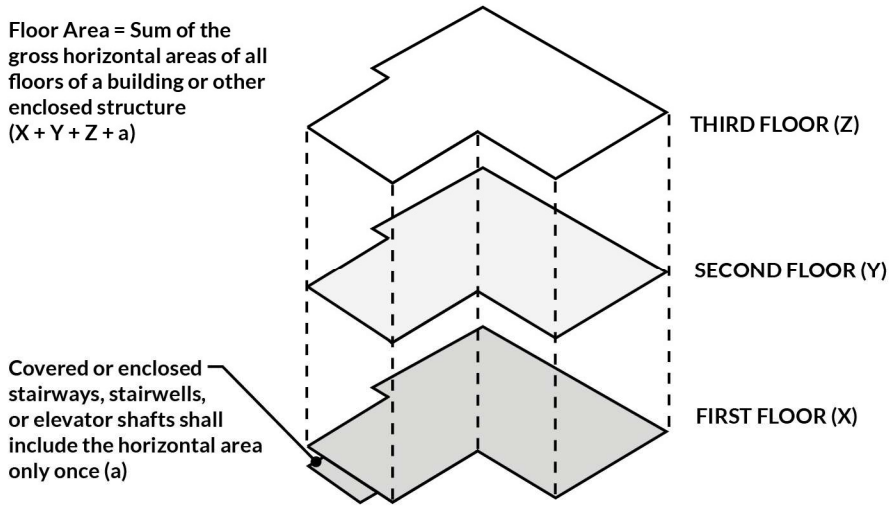


FIGURE 17.02.030.E: DETERMINING FLOOR AREA

F. **Determining Lot Frontage.**

1. ***Corner Lot.*** The front of a lot is the narrowest dimension of the lot with street frontage.

2. ***Through Lot.*** The front of a through lot abuts the street or streets that one or more neighboring lots use to provide primary access.

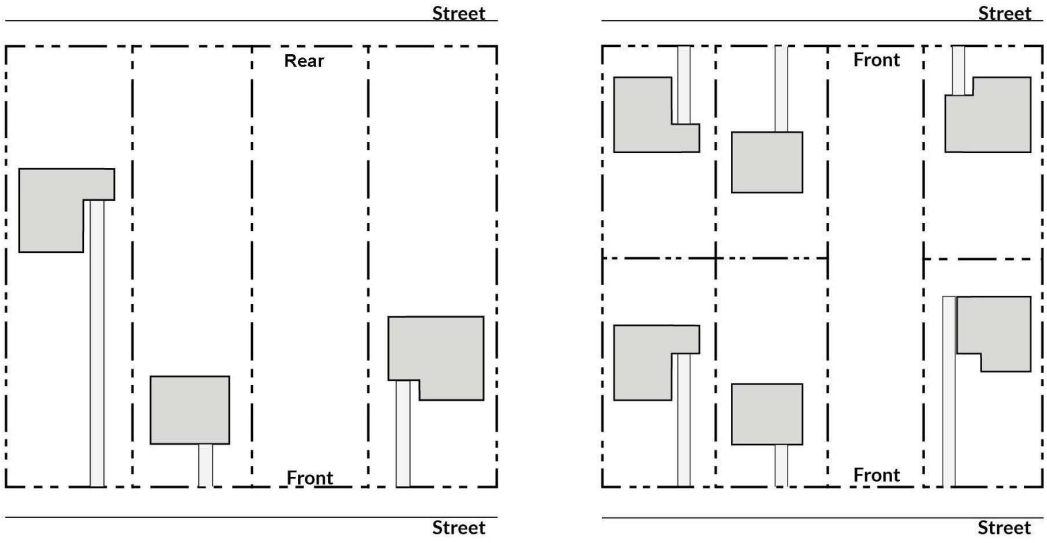


FIGURE 17.02.030.F: DETERMINING LOT FRONTAGE

G. **Determining Setbacks.** Setbacks are measured parallel to and at the specified distance from the corresponding front, side, or rear property line or other identified reference.

1. ***Property Lines Extending Into the Public Right-of-Way.*** For lots with property lines that extend into the public right-of-way or other required access, setbacks shall be measured from the public road/right-of-way easement or edge of pavement, whichever results in the larger setback.

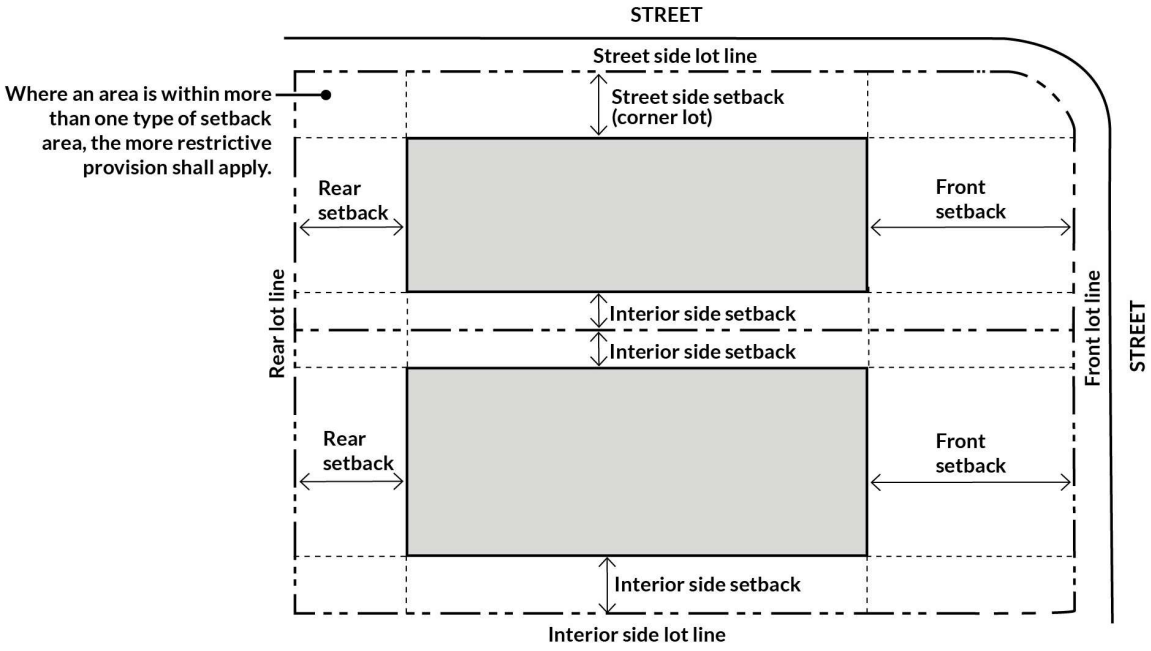


FIGURE 17.02.030.G: DETERMINING SETBACKS

H. **Measuring Signs.** The calculations of measurements related to signs are described in Chapter 17.33, Signs on Private Property.

Chapter 17.03 Zones and Zoning Map

17.03.010 Establishment of Zones

The City shall be classified into zones, the designation and regulation of which are set forth in this Code and as follows.

A. **Base Zones.** The City is divided into base zone districts, which are established as shown in Table 17.03.010, Base and Overlay Zones.

B. **Overlay Zones.** Overlay zones, one or more of which may be combined with a base zone, are established as shown in Table 17.03.010, Base and Overlay Zones.

TABLE 17.03.010: BASE AND OVERLAY ZONES	
Zone Symbol	*Zone Name*
Base Zones	
Residential Zones*	
*RE-**	Residential Estate
*RL-**	Residential Low Density
*RM-**	Residential Medium Density
*RMH-**	Residential Medium High Density
*RH-**	Residential High Density
** number designator followed by a + indicates minimum required density, in dwelling units/acre, where applicable*	
Commercial Zones	
CMU	Commercial Mixed Use
CN	Commercial Neighborhood
CG	Commercial General
CS	Commercial Service
Employment Zones	
BP	Business Park
IL	Industrial Light
IH	Industrial Heavy
Public and Semi-Public Zones	
PF	Public Facilities
PROS	Parks, Recreation, and Open Space
Overlay Zones	

TABLE 17.03.010: BASE AND OVERLAY ZONES	
Zone Symbol	*Zone Name*
-AU	Automotive Overlay Zone
-CP	College Park Overlay Zone
-GA	Greenbrae Island Annexation Area Overlay Zone
-HD	Historic District Overlay Zone
-PD	Planned Development Overlay Zone
-RD	Residential Development Overlay Zone
-RMD	Residential Minimum Density Overlay Zone

17.03.020 Official Zoning Map and Zone Boundaries

The boundaries of the zones established by this Code are not included in this Code but are shown on the Official Zoning Map maintained by the City Clerk. The Official Zoning Map, together with all legends, symbols, notations, references, zone boundaries, map symbols, and other information on the maps, has been adopted by the City Council and is hereby incorporated into this Code by reference, together with any amendments previously or hereafter adopted, as though they were fully included here.

A. **Uncertainty of Boundaries.** If an uncertainty exists as to the boundaries of any zones shown on the Official Zoning Map, the following rules shall apply:

1. Boundaries indicated as approximately following the centerlines of alleys, lanes, streets, highways, streams, or railroads shall be construed to follow such centerlines.

2. Boundaries indicated as approximately following lot lines, city or county limits, or extraterritorial boundary lines shall be construed as following such lines, limits, or boundaries.

B. **Parcels Containing Two or More Zones.**

1. For parcels containing two or more zones, the location of the zone boundary shall be determined by the Director.

2. For parcels containing two or more zones, the applicable regulations for each zone shall apply.

Chapter 17.04 Reserved

Chapter 17.05 Reserved

Division II: Zone Regulations

Chapter 17.06 Residential Zones

17.06.010 Purpose

The purposes of the Residential Zones are to:

A. Provide for a full range of housing types to meet the diverse economic and social needs of residents;

B. Preserve, protect, and enhance the character of the City's neighborhoods;

C. Enhance the quality of life of residents;

D. Ensure that the scale and design of new development and alterations to existing development are compatible with surrounding uses and appropriate to the physical and aesthetic characteristics of the proposed location; and

E. Provide sites for public and semi-public uses such as parks, day care, and other community uses that serve residents and complement surrounding residential development.

Additional purposes of each Residential Zone:

Residential Estate (RE). This Zone is intended to provide for residential development on large lots and other compatible uses in a semi-rural atmosphere and setting. The RE Zone implements the Rural Residential General Plan Land Use Designation.

Residential Low Density (RL). This Zone is intended to provide for residential development and other compatible uses in a low density residential neighborhood setting with a variety of lot sizes. The RL Zone implements the Low Density Residential General Plan Land Use Designation.

Residential Medium Density (RM). This Zone is intended to provide for residential development and other compatible uses and amenities in a medium density residential neighborhood setting with a variety of housing types, including single-unit dwellings, duplexes, triplexes, apartments, townhomes, and small lot single-unit development. The RM Zone implements the Medium Density Residential General Plan Land Use Designation.

Residential Medium High Density (RMH). This Zone is intended to provide for a variety of medium-high-density residential development, including multi-unit developments, townhouses, condominiums, and apartments, and other compatible uses and amenities. The RMH Zone implements the Medium High Density Residential General Plan Land Use Designation.

Residential High Density (RH). This Zone is intended to provide for multi-unit development and other compatible uses and amenities in close proximity to commercial and public facilities, arterial and collector streets, and other intensive uses. The RH Zone implements the High Density Residential General Plan Land Use Designation.

17.06.020 Land Use Regulations

Table 17.06.020: Land Use Regulations – Residential Zones, sets the land use regulations for the Residential Zones. Land uses are defined in Chapter 17.58, Use Classifications. In cases where a specific land use or activity is not defined, the Community Development Director shall assign the land use or activity to a classification that is substantially similar in character. Land uses not listed in the table and not substantially similar to the uses listed are prohibited. Section numbers in the right-hand column refer to other sections of this Code. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.06.020: LAND USE REGULATIONS – RESIDENTIAL ZONES

"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed

Land Use Classification	*RE*	*RL*	*RM*	*RMH*	*RH*	*Additional Regulations*
Residential Uses						
Residential Dwelling Units	See Subclassifications below					
Single-Unit Dwelling, Detached	P	P	P	P	P	Subject to density limitations of General Plan and any applicable provision of this Code
Single-Unit Dwelling, Attached	-	P	P	P	P	
Multi-Unit Dwelling	-	P(1)	P	P	P	
Accessory Dwelling Unit	§17.35.040, Accessory Dwelling Units and Junior Accessory Dwelling Units					
Employee Housing (for Farmworkers)	Employee housing providing accommodations for six or fewer employees shall be deemed to be a single-unit structure with a residential land use, and shall be treated the same as a single unit dwelling of the same type in the same zoning district					
Family Day Care	Family day care pursuant to State law are permitted in all zoning districts where residential uses are allowed and are considered residential uses of property					
Group Residential	-	-	C	P	P	
Mobile Home Park/Manufactured Housing Community	-	-	C	C	-	§17.35.120, Mobile Home Parks
Residential Care Facilities	See Subclassifications below					
Small	Small residential care facilities constitute a residential use and are subject only to those restrictions that apply to other residential uses of the same type in the same zoning district					

TABLE 17.06.020: LAND USE REGULATIONS – RESIDENTIAL ZONES						
"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed						
Land Use Classification	*RE*	*RL*	*RM*	*RMH*	*RH*	*Additional Regulations*
Large	-	-	C	C	-	
Residential Facility, Assisted Living	-	-	M	P	P	
Supportive Housing	§17.35.160, Supportive and Transitional Housing					
Transitional Housing						
Public/Semi-Public Uses						
Low Barrier Navigation Center	Low barrier navigation centers consistent with California Government Code Section 65660 et seq, shall be permitted by right in all Zones where multi-family and mixed-use residential development are permitted					
Park and Recreation Facilities	P	P	P	P	P	
Public Safety Facilities	-	-	P	P	P	
Commercial Uses						
Market Garden, less than 1 acre in size	P	-	-	-	-	
Market Garden, 1 acre or more in size	M	-	-	-	-	
Transportation, Communication, and Utility Uses						
Telecommunication Facilities	§17.35.170, Telecommunication Facilities					
Other Uses						
Accessory Uses, Activities, and Structures	See §17.35.030, Accessory Uses, and §17.24.020, Accessory Structures					
Home Business	See §17.35.110, Home Business					
Large Animal Keeping	See §17.35.060, Large Animal Keeping					
Nonconforming Uses	See Chapter 17.29, Nonconforming Uses, Structures, and Lots					
Special Events	See §17.35.150, Special Events					

Notes:

1. Limited to a maximum of two dwelling units per building.

17.06.030 Development Standards

Table 17.06.030: Development Standards – Residential Zones, prescribes the development regulations for the Residential Zones. Letters in parentheses refer to additional development standards that directly follow the table. Section numbers in the Additional Regulations column refer to other sections of this Code.

TABLE 17.06.030: DEVELOPMENT STANDARDS – RESIDENTIAL ZONES						
Standard	*RE*	*RL*	*RM*	*RMH*	*RH*	*Additional Regulations*
Density (dwelling units/acre)	As established in the General Plan and as shown on the Zoning Map where the number designator followed by a + indicates minimum required density in dwelling units/acre					In the RE and RL Zones, two dwelling units are allowed per lot pursuant State requirements regardless of site area
Minimum Lot Size (sq ft unless otherwise indicated)	1 acre	12,500	5,000	N/A	N/A	In the RE and RL Zones, smaller lots are allowed pursuant to State requirements
	Or as approved through discretionary review provided overall density limitations/requirements for the development are met					
Minimum Lot Width (ft)	150	90	50	N/A	N/A	
	Or as approved through discretionary review					
Maximum Height (ft)	30	30	30	35, additional height may be allowed with DR approval	50, additional height may be allowed with DR approval	§17.02.030.C, Measuring Height, and §17.16.060, Height Limitation Exceptions
Minimum Setbacks (ft)						
Front	Lots 20,000 sq ft or larger: 35(A) Lots 10,000 to 19,999 sq ft: 25(A) Lots 7,500 to 9,999 sq ft: 25(A) Lots 4,000 to 7,499 sq ft: 20(A) Lots less than 4,000 sq ft: 15(A)				20(A)	§17.02.030.G, Determining Setbacks and §17.16.040, Encroachments into Required Setbacks For dwelling units on separate lots but attached through common walls, such as townhomes, minimum setbacks apply to the outermost perimeter wall For all lots 5,000 square feet in size or larger, a minimum of 40 percent of the combined front yard and street side setback area shall be preserved with permeable surfaces, such as lawn, grass or other landscaping unless a smaller amount is approved through Design Review.
Interior Side	Lots 20,000 sq ft or larger: 10 Lots 10,000 to 19,999 sq ft: 10 Lots 7,500 to 9,999 sq ft: 7.5 Lots 4,000 to 7,499 sq ft: 5 Lots less than 4,000 sq ft: 4				10	
Street Side	Lots 20,000 sq ft or larger: 20(A) Lots 10,000 to 19,999 sq ft: 10(A) Lots 7,500 to 9,999 sq ft: 10(A) Lots 4,000 to 7,499 sq ft: 10(A) Lots less than 4,000 sq ft: 10(A)				15(A)	
Rear	Lots 20,000 sq ft or larger: 30 Lots 10,000 to 19,999 sq ft: 25 Lots 7,500 to 9,999 sq ft: 25 Lots 4,000 to 7,499 sq ft: 20 Lots less than 4,000 sq ft: 10				15	

Additional Development Standards

A. Front and street side setbacks shall be landscaped pursuant to Chapter 17.27, Landscape Standards.

Chapter 17.07 Commercial and Mixed Use Zones

17.07.010 Purpose

The purpose of the Commercial and Mixed Use Zones is to:

A. Provide for the orderly, well-planned, and balanced development of commercial and mixed use areas;

B. Designate adequate land for a full range of local- and regional-serving commercial and retail services, consistent with the General Plan;

C. Maintain and strengthen the City's economic resources;

D. Increase employment opportunities and expand the economic base of the City;

E. Provide appropriately-located commercial areas that provide a variety of goods and services for residents, employees, and visitors;

F. Provide opportunities for a mix of complementary uses that may combine residential and non-residential uses, or a variety of non-residential uses, on the same site; and

G. Promote pedestrian-oriented, mixed-use areas at appropriate locations.

Additional purposes of each Commercial and Mixed Use Zone:

Commercial Mixed Use (CMU). The CMU Zone is intended to provide areas for land use patterns and mixed use development that integrate residential and non-residential land uses such that residents may walk or bicycle to shopping, services, employment, and leisure activities. Single-use development may be permitted and mixed use can be vertical and/or horizontal. The CMU Zone implements the Mixed Use General Plan Land Use Designation.

Commercial Neighborhood (CN). The CN Zone is intended to provide neighborhood centers which provide retail stores, professional offices, and supportive commercial uses that serve the day-to-day needs of residents and visitors. The CN Zone implements the Retail Commercial and Professional Office General Plan Land Use Designations.

Commercial General (CG). The CG Zone is intended to provide for a full range of commercial and supportive land uses to meet local and regional demand. The CG Zone implements the Retail Commercial General Plan Land Use Designation.

Commercial Service (CS). The CS Zone is intended to provide areas suitable for retail, wholesale, heavy commercial, and service establishments where they will not adversely affect surrounding properties. The CS Zone implements the Service Commercial General Plan Land Use Designation.

17.07.020 Land Use Regulations

Table 17.07.020: Land Use Regulations – Commercial and Mixed Use Zones, sets the land use regulations for the Commercial and Mixed Use Zones. Land uses are defined in Chapter 17.58, Use Classifications. In cases where a specific land use or activity is not defined, the Community Development Director shall assign the land use or activity to a classification that is substantially similar in character. Land uses not listed in the table and not substantially similar to the uses listed are prohibited. Section numbers in the right-hand column refer to other sections of this Code. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.07.020: LAND USE REGULATIONS – COMMERCIAL AND MIXED USE ZONES

"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed

Land Use Classification	*CMU*	*CN*	*CG*	*CS*	*Additional Regulations*
Residential Uses					
Residential Dwelling Units	See Subclassifications below				
Single-Unit Dwelling, Detached	P(1)	(7)	(7)	(7)	Subject to density limitations of the General Plan and any applicable provision of this Code
Single-Unit Dwelling, Attached	P(1)	(7)	(7)	(7)	
Multi-Unit Dwelling	P(1)	(7)	(7)	(7)	
Accessory Dwelling Unit	See §17.35.040, Accessory Dwelling Units and Junior Accessory Dwelling Units				
Employee Housing (for Farmworkers)	Employee housing providing accommodations for six or fewer employees shall be deemed to be a single-unit structure with a residential land use, and shall be treated the same as a single unit dwelling of the same type in the same zoning district				
Family Day Care	Family day care pursuant to State law are permitted in all zoning districts where residential uses are allowed and are considered residential uses of property				
Residential Care Facilities	See Subclassifications below				
Small	Small residential care facilities constitute a residential use and are subject only to those restrictions that apply to other residential uses of the same type in the same zoning district				
Single Room Occupancy Facilities	C	-	C	C	§17.35.140, Single Room Occupancy Facilities
Supportive Housing	§17.35.160, Supportive and Transitional Housing				
Transitional Housing					
Public/Semi-Public Uses					
Colleges and Trade Schools	-	-	P	M	
Commercial Parking	C	C	C	C	
Community Assembly	P	P	P	-	
Convention Facility	C	-	C	-	
Cultural Institutions	P	P	P	-	

TABLE 17.07.020: LAND USE REGULATIONS – COMMERCIAL AND MIXED USE ZONES					
"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed					
Land Use Classification	*CMU*	*CN*	*CG*	*CS*	*Additional Regulations*
Day Care Centers	P/M(2)	P/M(2)	P/M(2)	-	
Hospitals and Clinics	See Subclassifications below				
Clinic	P	P	P	-	
Instructional Services	P	P	P	-	
Low Barrier Navigation Center	Low barrier navigation centers consistent with California Government Code Section 65660 et seq, shall be permitted by right in all Zones where multi-family and mixed-use residential development are permitted.				
Park and Recreation Facilities	P	P	P	P	
Public Safety Facilities	P	-	P	P	
Schools, Public or Private	-	C	-	-	
Social Service Facilities	P	P	P	-	
Commercial Uses					
Adult Related Business	See §17.35.050, Adult Related Business				
Animal Services	See Subclassifications below				
Animal Hospital	P/C(5)	P/C(5)	P/C(5)	C	
Kennel	C	-	C	C	§17.35.070, Kennels
Automobile/Vehicle Sales and Services	See Subclassifications below				
Automotive Dealership	-	-	-	C	See also Chapter 17.12, Automotive (AU) Overlay Zone
Automobile/Vehicle Service and Repair, Light	-	-	P/C(3)	M	See also Chapter 17.12, Automotive (AU) Overlay Zone
Large Vehicle and Equipment Sales, Service, and Rental	-	-	-	C	See also Chapter 17.12, Automotive (AU) Overlay Zone
Service Stations	C	-	C	C	
Towing and Impound	-	-	-	C	
Car Wash	-	-	C	C	See also Chapter 17.12, Automotive (AU) Overlay Zone
Banks and Financial Institutions	P	P	P	P	
Business Services	P	P	P	P	
Commercial Entertainment and Recreation	See Subclassifications below				
Cinema	P	-	P	P	

TABLE 17.07.020: LAND USE REGULATIONS – COMMERCIAL AND MIXED USE ZONES

"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed

Land Use Classification	*CMU*	*CN*	*CG*	*CS*	*Additional Regulations*
Indoor Performance Venue	C	-	C	C	
Indoor Fitness	M	M	P	P	
Indoor Entertainment	M	-	M	M	
Indoor Recreation	C	-	C	C	
Outdoor Entertainment	C	-	C	C	
Outdoor Recreation	C	-	C	C	
Drive-Through Facility	P(6)	P(6)	P(6)	P(6)	§17.35.080, Drive Through Facilities
Eating and Drinking Establishments	See Subclassifications below				
Bars/Nightclubs/Lounges	C	-	C	C	
Taverns and Wine Bars	M	-	M	M	
Restaurant	P	P	P	M	
Farmer's Markets	C	-	C	C	
Food Preparation	P	P	P	P	
Funeral Parlor	-	-	P	P	
Hotels	P	-	P	-	
Offices	P	P	P	P	
Personal Services	P	P	P	P	
Repair and Maintenance Services	P/C(5)	P/C(5)	P/C(5)	P/C(5)	
Retail Sales	See Subclassifications below				
Building Materials Stores	-	-	P	-	
Food and Beverage Sales	P	P	P	P	
General Retail	P	P	P	P	
Liquor Store	C	-	P	P	
Nurseries	C	-	P	P	
Pawn Shop	C	-	C	C	
Tobacco Retailer	-	-	C	-	§17.35.180, Tobacco Retailers and Smoking Lounges
Smoking Lounge	-	-	C	-	§17.35.180, Tobacco Retailers and Smoking Lounges

TABLE 17.07.020: LAND USE REGULATIONS – COMMERCIAL AND MIXED USE ZONES					
"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed					
Land Use Classification	*CMU*	*CN*	*CG*	*CS*	*Additional Regulations*
Industrial Uses					
Custom Manufacturing	C	C	M	M	
Food and Beverage Manufacturing	See Subclassifications below				
Small Scale	M	M	M	P	
Large Scale	-	-	-	M	
Research and Development	-	-	P	P	
Transportation, Communication, and Utility Uses					
Light Fleet Based Services, Private	-	-	P	P	
Public Utilities	-	-	P	P	
Recycling Facility	See Subclassifications below				
Reverse Vending Machine	-	M	M	M	
Recycling Collection Facility, Small	-	-	C(4)	C(4)	
Telecommunication Facilities	§17.35.180, Telecommunication Facilities				
Transit Stations and Terminals	P	P	P	P	
Other Uses					
Accessory Uses, Activities, and Structures	See §17.35.030, Accessory Uses, and §17.24.020, Accessory Structures				
Home Business	See §17.35.110, Home Business				
Nonconforming Uses	See Chapter 17.29, Nonconforming Uses, Structures, and Lots				
Outdoor Dining and Seating	See §17.35.130, Outdoor Dining and Seating				
Special Events	See §17.35.150, Special Events				

Notes:

1. Along the Rocklin Road and Pacific Street frontages, new residential units must be located on an upper story or behind a nonresidential use.

2. Permitted if all activities are located indoors. Minor Use Permit required for any outdoor use or activity.

3. Permitted consistent with Chapter 17.12, Automotive (AU) Overlay Zone, otherwise Conditional Use Permit required.

4. Shall be staffed and managed by an attendant during all hours materials are accepted. Must be located in an area that can be closed, secured, and inaccessible to the public any time an attendant is not present.

5. Conditional Use Permit required when located within 200 feet from the boundary of any residentially zoned parcel.

6. Uses located within 200 feet of a residentially zoned parcel shall not operate between 10:00 p.m. and 6:00 a.m.

7. Only permitted when located within the RD or RMD Overlay.

17.07.030 Development Standards

Table 17.07.030: Development Standards – Commercial and Mixed Use Zones, prescribes the development regulations for the Commercial and Mixed Use Zones. Letters in parentheses refer to additional development standards that directly follow the table. Section numbers in the Additional Regulations column refer to other sections of this Code.

TABLE 17.07.030: DEVELOPMENT STANDARDS – COMMERCIAL AND MIXED USE ZONES

Standard	*CMU*	*CN*	*CG*	*CS*	*Additional Regulations*
Residential Density (dwelling units/acre)					
Minimum	10	n/a	n/a	n/a	For mixed-use buildings or sites, residential density shall be calculated based on the proportion of the building or site devoted to residential use, as determined by the Community Development Director.
Maximum	40	n/a	n/a	n/a	
Maximum Height (ft)	30, up to 50 with DR approval	30	30, up to 50 with DR approval	30, up to 50 with DR approval	§17.02.030.C, Measuring Height and §17.24.060, Height Limitation Exceptions
Minimum Setbacks (ft)					
Front	0(A)	5(B)	5(B)	5(B)	§17.02.030.G, Determining Setbacks and §17.24.040, Encroachments into Required Setbacks
Interior Side	0, 10 adjacent to Residential Zone	0, 10 adjacent to Residential Zone	0, 10 adjacent to Residential Zone	0, 10 adjacent to Residential Zone	
Street Side	0(A)	10(B)	10(B)	10(B)	
Rear	10	10	10	10	
Highway 65	50(B)	50(B)	50(B)	50(B)	

Additional Development Standards

A. **Required Building Area, CMU Zone Pacific Street Frontage.** In the CMU Zone, buildings shall be located within 10 feet of the property line along the Pacific Street frontage for at least 40 percent of the linear street frontage.

1. This requirement may be waived through Design Review approval for small and constrained sites where the review authority finds that the project is designed and used in such a way as to create visual interest and an engaging presence at the street frontage.

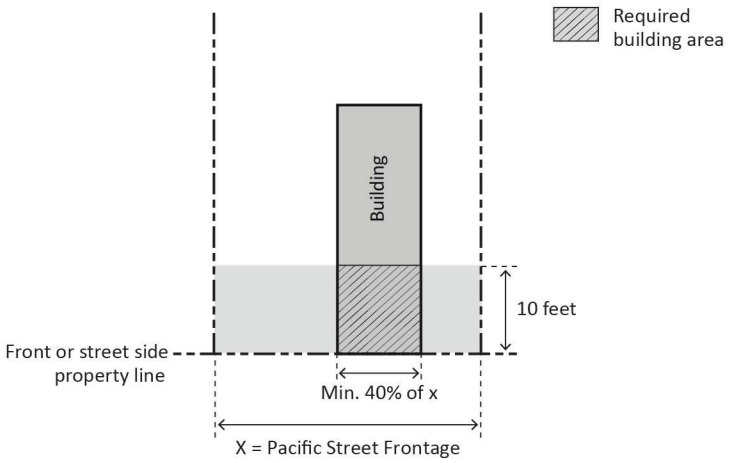


FIGURE 17.07.030.A: REQUIRED BUILDING AREA, CMU ZONE PACIFIC STREET FRONTAGE

B. Front and street side setbacks and the setback area adjacent to Hwy 65 shall be landscaped pursuant to Chapter 17.27, Landscape Standards.

Chapter 17.08 Employment Zones

17.08.010 Purpose

The purpose of Employment Zones is to:

A. Provide appropriate areas of the City where professional offices, research and development, and industrial uses can locate and operate without significant conflicts with other land uses;

B. Strengthen the City's economic base and provide employment opportunities for residents of the City; and

C. Provide areas for a wide range of manufacturing, industrial processing, professional office, and service commercial uses, protect areas where such uses now exist, and prevent the intrusion of incompatible land uses.

Additional purposes of each Employment Zone:

Business Professional (BP). The BP Zone is intended to provide areas for professional offices and large-scale, campus-like office and technology development that includes office, research and development, manufacturing, and other large-scale professional uses, along with supportive services. The BP Zone implements the Professional Office, Business Professional/Commercial, and Business Professional/Commercial/Light Industrial General Plan Land Use Designations.

Industrial Light (IL). The IL Zone is intended to provide areas for professional and non-intensive manufacturing and storage facilities that do not create adverse visual, noise, or other impacts on adjoining public and residential properties. Industries that use or produce substantial amounts of hazardous materials or generate noise, odor, or other pollutants are not permitted. The IL Zone implements the Light Industrial, Heavy Industrial, and the Business Professional/Commercial/Light Industrial General Plan Land Use Designations.

Industrial Heavy (IH). The IH Zone is intended to provide areas for a full range of manufacturing, processing, fabrication, and storage activities. The IH Zone implements the Heavy Industrial General Plan Land Use Designation.

17.08.020 Land Use Regulations

Table 17.08.020: Land Use Regulations – Employment Zones, sets the land use regulations for the Employment Zones. Land uses are defined in Chapter 17.58, Use Classifications. In cases where a specific land use or activity is not defined, the Community Development Director shall assign the land use or activity to a classification that is substantially similar in character. Land uses not listed in the table and not substantially similar to the uses listed are prohibited. Section numbers in the right-hand column refer to

other sections of this Code. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.08.020: LAND USE REGULATIONS – EMPLOYMENT ZONES				
"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed				
Land Use Classification	*BP*	*IL*	*IH*	*Additional Regulations*
Residential Uses				
Residential Dwelling Units	See Subclassifications below			
Single-Unit Dwelling, Detached	(4)	(4)	(4)	Subject to density limitations of the General Plan and any applicable provision of this Code
Single-Unit Dwelling, Attached	(4)	(4)	(4)	
Multi-Unit Dwelling	(4)	(4)	(4)	
Accessory Dwelling Unit	See §17.35.040, Accessory Dwelling Units and Junior Accessory Dwelling Units (4)			
Residential Facility, Assisted Living	P	-	-	
Public/Semi-Public Uses				
Colleges and Trade Schools	M	C	-	
Community Assembly	M	C	-	
Convention Facility	C	-	-	
Day Care Centers	M	-	-	
Emergency Shelters	-	P	-	§17.35.090, Emergency Shelters
Hospitals and Clinics	See subclassifications below			
Clinic	P	-	-	
Hospitals	C	-	-	
Skilled Nursing Facility	P	-	-	
Instructional Services	P	-	-	
Public Safety Facilities	P	P	-	
Commercial Uses				
Adult Related Businesses	§17.35.050, Adult Related Businesses			
Animal Services	See subclassifications below			
Animal Hospital	P	P	-	
Kennel	-	C	C	§17.35.070, Kennels
Automobile/Vehicle Sales and Services	See subclassifications below			
Automobile Rental	-	C	C	See also Chapter 17.12, Automotive (AU) Overlay Zone
Automotive Dealership	-	P/C(1)	-	See also Chapter 17.12, Automotive (AU) Overlay Zone

TABLE 17.08.020: LAND USE REGULATIONS – EMPLOYMENT ZONES

"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed

Land Use Classification	*BP*	*IL*	*IH*	*Additional Regulations*
Automobile/Vehicle Service and Repair, Light	-	M	C	See also Chapter 17.12, Automotive (AU) Overlay Zone
Automobile/Vehicle Repair, Heavy	-	C	C	See also Chapter 17.12, Automotive (AU) Overlay Zone
Large Vehicle and Equipment Sales, Service, and Rental	-	C	-	See also Chapter 17.12, Automotive (AU) Overlay Zone
Service Stations	-	C	C	
Towing and Impound	-	-	M	
Car Wash, Accessory to a Service Station	-	C(2)	C(2)	See also Chapter 17.12, Automotive (AU) Overlay Zone
Banks and Financial Institutions	P	-	-	
Business Services	P	P	-	
Commercial Entertainment and Recreation	See subclassifications below			
Cinema	C	-	-	
Indoor Performance Venue	C	-	-	
Indoor Recreation	C	C	-	
Indoor Entertainment	C	C	-	
Outdoor Recreation	C	C	-	
Drive-Through Facility	P	-	-	§17.35.080, Drive-Through Facilities
Eating and Drinking Establishments	See subclassifications below			
Restaurant	M	M	-	
Food Preparation	-	P	P	
Funeral Parlor	P	M	-	
Hotels	C	C(5)	-	
Offices	P	P	-	
Personal Services	P	-	-	
Repair and Maintenance Services	-	P	P	
Retail Sales	See subclassifications below			
Building Materials Stores	C	P	P	
General Retail	P	-	-	
Nurseries	C	P	P	

TABLE 17.08.020: LAND USE REGULATIONS – EMPLOYMENT ZONES				
"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed				
Land Use Classification	*BP*	*IL*	*IH*	*Additional Regulations*
Industrial Uses				
Construction and Material Yards	-	C	P	
Contractor Shops	-	P	P	
Crematory	-	-	C	
Custom Manufacturing	-	M	P	
Donation Center/Station	P(3)	-	-	
Food and Beverage Manufacturing	See subclassifications below			
Small Scale	P	P	P	
Large Scale	-	C	C	
Heavy Industrial	-	C	M	
Light Industrial	-	P	P	
Research and Development	P	P	P	
Salvage and Wrecking	-	-	C	
Storage, Warehousing, and Wholesaling	See subclassifications below			
Indoor, 75,000 square feet or less	-	P	P	
Indoor, more than 75,000 square feet	-	M	P	
Outdoor	-	M	M	
Mini-Storage	-	C	C	
Vehicle Storage	-	C	M	
Transportation, Communication, and Utility Uses				
Distribution Facilities and Freight/Trucking Terminals	-	C	M	
Light Fleet Based Services, Private	P	P	P	
Public Utilities	C	P	P	
Recycling Facility	See subclassifications below			
Reverse Vending Machine	-	M	P	
Recycling Collection Facility, Small	-	M(3)	M(3)	
Recycling Collection Facility, Large	-	-	C(3)	
Recycling Processing Facility	-	-	C	
Telecommunication Facilities	§17.35.170, Telecommunication Facilities			

TABLE 17.08.020: LAND USE REGULATIONS – EMPLOYMENT ZONES				
"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed				
Land Use Classification	*BP*	*IL*	*IH*	*Additional Regulations*
Other Uses				
Accessory Uses, Activities, and Structures	See §17.35.030, Accessory Uses and §17.24.020, Accessory Structures			
Nonconforming Uses	See Chapter 17.29, Nonconforming Uses, Structures, and Lots			
Outdoor Dining and Seating	See §17.35.130, Outdoor Dining and Seating			
Special Events	See §17.35.150, Special Events			

Notes:

1. Permitted if all vehicles associated with the dealership, including those for sale, display, service, and test drive, are located within an enclosed building; otherwise Conditional Use Permit required or as allowed pursuant to Chapter 17.12, Automotive (AU) Overlay Zone.
2. Limited to car wash facilities that are accessory to a service station.
3. Shall be staffed and managed by an attendant during all hours materials are accepted. Must be located in an area that can be closed, secured, and inaccessible to the public any time an attendant is not present.
4. Only permitted when located within the RD or RMD Overlay.
5. Only permitted when located within 1,000 feet of a highway.

17.08.030 Development Standards

Table 17.08.030: Development Standards – Employment Zones, prescribes the development regulations for the Employment Zones. Letters in parentheses refer to additional development standards that directly follow the table. Section numbers in the Additional Regulations column refer to other sections of this Code.

TABLE 17.08.020: DEVELOPMENT STANDARDS – EMPLOYMENT ZONES				
Standard	*BP*	*IL*	*IH*	*Additional Regulations*
Maximum Height (ft)	30, up to 50 with DR approval	30, up to 50 with DR approval	30, up to 50 with DR approval	§17.02.030.C, Measuring Height and §17.24.060, Height Limitation Exceptions
Minimum Setbacks (ft)				
Front	20(A)	20(A)	25(A)	§17.02.030.G, Determining Setbacks and §17.24.040, Encroachments into Required Setbacks
Interior Side	25 from Residential Zone boundary, otherwise 10	10	5	
Street Side	15(A)	10(A)	10(A)	
Rear	10	10	10	
Highway 65	50(A)	50(A)	50(A)	

Additional Development Standards

A. Front and street side setbacks and the setback area adjacent to Hwy 65 shall be landscaped pursuant to Chapter 17.27, Landscape Standards.

Chapter 17.09 Public and Semi-Public Zones

17.09.010 Purpose

The purpose of the Public and Semi-Public Zones is to:

A. Provide land for the development of public, semi-public, and recreational uses that provide services to the community and support existing and new residential, commercial, and industrial land uses;

B. Provide areas for public facilities which serve the community, such as civic centers, educational facilities, cultural and institutional uses, health services, parks and recreation, general government operations, utility and public service needs, and other similar and related supporting uses;

C. Provide opportunities for outdoor recreation and meet the recreational needs of City residents; and

D. Reserve areas for passive recreation, open space, and habitat protection and enhancement.

Additional purposes of each Public and Semi-Public Zone:

Public Facilities (PF). The PF Zone is intended to provide for a broad range of government, institutional, educational, and assembly uses. The PF Zone implements the Public Quasi-Public General Plan Land Use Designation.

Parks, Recreation, and Open Space (PROS). The PROS Zone is intended to provide land for active and passive recreation and to protect land having important environmental and ecological qualities. The PROS Zone implements the Recreation/Conservation General Plan Land Use Designation.

17.09.020 Land Use Regulations

Table 17.09.020: Land Use Regulations – Public and Semi-Public Zones, sets the land use regulations for the Public and Semi-Public Zones. Land uses are defined in Chapter 17.58, Use Classifications. In cases where a specific land use or activity is not defined, the Community Development Director shall assign the land use or activity to a classification that is substantially similar in character. Land uses not listed in the table and not substantially similar to the uses listed are prohibited. Section numbers in the right-hand column refer to other sections of this Code. Numbers in parentheses refer to specific limitations listed at the end of the table.

TABLE 17.09.020: LAND USE REGULATIONS - PUBLIC AND SEMI-PUBLIC ZONES			
"P" =Permitted Use; "M" = Minor Use Permit required; "C" = Conditional Use Permit required; "-" = use not allowed			
Land Use Classification	*PF*	*PROS*	*Additional Regulations*
Public/Semi-Public Uses			
Cemeteries and Columbariums	C	-	
Colleges and Trade Schools	P	-	
Commercial Parking	C	-	
Community Garden	P	P	
Convention Facility	C	-	
Cultural Institutions	P	-	
Day Care Centers	M	-	
Government Offices	P	-	
Hospitals and Clinics	See Subclassifications below		
Clinic	C	-	
Hospital	C	-	
Skilled Nursing Facility	C	-	
Park and Recreation Facilities	P	P	
Public Safety Facilities	P	-	
Schools, Public	P	-	
Schools, Private	C	-	
Social Service Facilities	C	-	
Transportation, Communication, and Utility Uses			
Airports and Heliports	C(1)	-	
Public Utilities	P	-	
Telecommunication Facilities	§17.35.170, Telecommunication Facilities		
Transit Stations and Terminals	P	-	
Other Uses			
Accessory Uses, Activities, and Structures	See §17.35.030, Accessory Uses and §17.24.020, Accessory Structures		
Nonconforming Uses	See Chapter 17.29, Nonconforming Uses, Structures, and Lots		
Special Events	See §17.35.150, Special Events		

Notes:

1. Limited to operations that are accessory to a hospital or public safety facility.

17.09.030 Development Standards

Table 17.09.030: Development Standards – Public and Semi-Public Zones, prescribes the development regulations for the Public and Semi-Public Zones. Letters in parentheses refer to additional development standards that directly follow the table. Section numbers in the Additional Regulations column refer to other sections of this Code.

TABLE 17.09.030: DEVELOPMENT STANDARDS - PUBLIC AND SEMI-PUBLIC ZONES

Standard	*PF*	*PROS*	*Additional Regulations*
Maximum Height (ft)	50	35	§17.02.030.C, Measuring Height and §17.24.060, Height Limitation Exceptions
Minimum Setbacks (ft)			
Front	(A)	20(A)	§17.02.030.G, Determining Setbacks and §17.24.040, Encroachments into Required Setbacks
Interior Side	10	10	
Street Side	10(A)	10(A)	
Rear	10	10	

Additional Development Standards

A. Front and street side setbacks shall be landscaped pursuant to Chapter 17.27, Landscape Standards.

Chapter 17.10 Reserved

Chapter 17.11 Reserved

Chapter 17.12 Automotive (AU) Overlay Zone

17.12.010 Automotive (AU) Overlay Zone Established

This Chapter establishes the Automotive (AU) Overlay Zone. The creation of this Overlay Zone provides a mechanism for a person to propose an automotive related development (including autos, boats, RVs, motorcycles, all-terrain vehicles and other vehicles) that is beneficial to the community and implements the City's General Plan policy of flexibility and innovation in development and planning techniques. Development of property within the Overlay Zone is subject to the regulations of Title 17 as modified by this Chapter. The properties included within the Automotive (AU) Overlay Zone shall be indicated on the official zoning maps of the City.

17.12.020 Purpose and Intent

This Automotive (AU) Overlay Zone is an opportunity to utilize an alternative zoning tool for those properties that are within the boundaries of the AU Overlay Zone. The property owner shall have the choice of developing property pursuant to the provisions of the underlying zone, or developing property pursuant to the provisions of this Chapter. It is the intent of the City Council to create an Automotive (AU) Overlay Zone that will provide for the following:

A. Implement a streamlined entitlement review and approval process, and eliminate the need for a Conditional Use Permit for outdoor display for automotive related uses within the AU Overlay Zone area.

B. Allow for greater flexibility in the application of the City's approved design guidelines and development standards within the Overlay Zone in a manner grounded in market realities and working with corporate requirements of automotive brands.

C. Encourage new automotive related uses and the expansion or reinvestment of existing automotive uses within the AU Overlay Zone area making the regulatory process easier for the owners and tenants to negotiate.

D. Create a vibrant commercial destination that attracts shoppers locally and from throughout the region, and provides local jobs.

E. Allow for flexibility of design, and development of outcome-based design goals rather than specific design standards. The design goals should consider the unique characteristics of automotive uses while emphasizing quality design and development.

F. Establish this area of Rocklin as a desirable location for automotive uses and provide a tool by which the City can attract additional automotive uses and encourage partnerships of existing

automotive related businesses. This partnership will in turn provide a mechanism for automotive related businesses to market to potential customers.

17.12.030 Applicability; Conflicts

The provisions of this Chapter shall apply to those parcels indicated on the approved zoning map depicting the Automotive Overlay zone area.

A. **Conflict.** Should a provision of this Chapter conflict with any other provision of this Code, or any other City resolutions, ordinances, or regulations of the City, this Chapter shall control.

17.12.040 Design Review

Development, including additions and expansions, in the AU Overlay Zone is subject to the Design Review provisions set forth in Chapter 17.43, Design Review, except as provided below.

A. **Review Authority.** The Community Development Director shall have approving authority for Design Review applications for the following.

1. Modifications to an existing building including façade changes.
2. Expansions of an existing building or construction of new buildings that meet the following criteria;
    a. Compatibility with existing architecture and structures.
    b. The proposed construction matches or exceeds the level of quality for materials used on the existing buildings.
    c. For expansions, square footage of the addition is less than 50 percent of the existing building size and not more than 10,000 square feet.
    d. For new building(s), square footage of new structure(s) does not exceed 10,000 square feet and is part of an existing project site that has previously received Design Review or Conditional Use Permit entitlements from the City.
    e. Does not negatively affect site circulation or parking or encroach into required setbacks.
    f. Located on a parcel that is five acres or less in size.
    g. Does not involve the use of significant amounts of hazardous substances.
3. Site modifications that meet the following criteria;
    a. Surfacing, resurfacing, or layout modification to existing parking areas that does not reduce the number of parking stalls required.

b. Additions, enhancements or rehabilitation of existing landscape areas or the removal or reduction of landscape areas for other approved site modifications.

c. ADA accessibility upgrades.

d. Replacement, repair, or modification of fencing or walls.

17.12.050 Permitted Uses

In addition to the permitted uses allowed by the existing underlying zone of each parcel, the following uses shall be permitted uses in any Commercial Zone within the Automotive Overlay Zone area:

A. Automotive Dealership, including dealers selling cars, boats, RVs, motorcycles, all-terrain vehicles, or any other automotive related uses sold by a dealer as defined by California Vehicle Code Section 285, including outdoor display of such product.

B. Automobile/Vehicle Service and Repair, Light and Automobile/Vehicle Repair, Heavy; when incidental to an Automotive Dealership and located within the same structure or on the same property as an Automotive Dealership; or as a stand-alone use in compliance with the following minimum standards:

1. Building is a minimum of 10,000 square feet.

2. The use is fully enclosed within the building with no outdoor repairs or storage of equipment or materials related to the automobile repair, or outdoor storage of vehicles that are in visible disrepair or dirty, unless fully screened from view. Vehicles ready for customer pick up may be parked outside of the building in designated areas, subject to the review and approval of the parking plan and designated area by the Community Development Director.

3. Hours of operation are limited to 7:00 a.m. to 10:00 p.m.

4. A noise study may be required if, in the opinion of the Community Development Director, there may be potential conflicts with sensitive receptors. If the noise study demonstrates that potential conflicts may occur, additional mitigation measures may be required.

5. Operations shall be in conformance with all Placer County Air Pollution Control District's rule[s] and regulations.

C. Car Wash when incidental to an Automotive Dealership, Automobile/Vehicle Service and Repair, Light, or Automobile/Vehicle Repair, Heavy, and located within the same structure or on the same property.

1. The Car Wash must be fully enclosed within a building or screened from public view.

2. All runoff must be directed into the sanitary sewer system.

D. Automotive Rentals, excluding commercial truck rentals, when incidental to an Automotive Dealership and located within the same structure or on the same parcel as an Automotive Dealership and comprising less than 25 percent of the total building square footage and less than 25 percent of the total outdoor display area.

17.12.060 Conditional uses

In addition to the conditional uses allowed by the existing underlying zone of each parcel, the following uses shall be permitted subject to approval of a Conditional Use Permit in any Commercial Zone in the Automotive Overlay Zone area:

A. Automobile/Vehicle Service and Repair, Light that do not meet the criteria set forth in Section 17.12.050, Permitted Uses.

B. Automobile/Vehicle Repair, Heavy that do not meet the criteria set forth in Section 17.12.050, Permitted Uses.

C. Automotive Rentals, except those incidental to an automotive dealership and meeting the criteria of Section 17.12.050, Permitted Uses.

17.12.070 Special Standards

To encourage economic development, reinvestment, and enhancement of the properties within the boundaries of the Overlay Zone, the following special standards shall apply to all projects authorized under this Chapter:

A. **Height Restrictions.** The maximum height for principal buildings and structures shall be 35 feet; however, the maximum allowable height may be increased upon approval of a Conditional Use Permit.

B. **Setbacks.** Shall be the same as set forth in the underlying zone of the parcel, except that there shall be a minimum of 30-foot setback required for all buildings from the property line adjacent to Interstate 80. Parking, landscaping, signs, vehicle displays, and similar features shall be allowed within the setback area only as approved as part of a Design Review permit.

C. **Off-street Parking.** Off-street parking shall be provided subject to the regulations of Chapter 17.31, Off-Street Parking. Vehicle parking spaces used or set aside for display of automobiles for sale need not conform to standard parking space dimensions. Such areas shall be included as part of the Design Review permit application and shall be subject to review as part of the Design Review process.

D. **Exterior Lighting.**

1. Lighting should be used to provide illumination for the security and safety of on-site areas such as parking, loading, shipping, and receiving, pathways, and working areas, as well as contribute to the overall design of the building.

2. Exterior lighting shall be designed to avoid adverse off-site glare on adjacent properties or public roadways and to provide adequate security. The lighting design, including type, style, and mounting system, shall ensure no off-site glare.

3. Maximum height for building and freestanding lighting shall not exceed 20 feet unless integrated as part of the architectural features of the building, signs, or other design features, and it can be effectively demonstrated that the lighting will not produce off-site glare.

E. **Noise.** Any uses allowed within the Automotive Overlay Zone shall not use a public address system or an amplified sound system which can be heard outside of the building other than sound systems used for emergency purposes only. The design and layout of automotive uses that have service components shall be designed so that noise is directed away from any adjacent sensitive uses.

F. **Dealership Test Driving.** There shall be no test driving of automobiles, motorcycles or other vehicles within any residential subdivision.

G. **Elevated Display Areas.** Special display areas that are integrated with the overall project design and use quality materials coordinated with the building style are encouraged and will be subject to review as part of the design review process. The use of portable automobile ramps or metal scaffolding-style ramps is prohibited.

H. **Use of Portable Canopy Structures.** The use of portable canopy structures shall be prohibited unless approved for temporary use as part of a Special Event Permit.

I. **Maintenance.** The project, including but not limited to paving, landscaping, structures and improvements shall be maintained by the property owner(s) to the satisfaction of the Community development director.

J. **Deliveries.** Delivery and off-loading of vehicles to any project site shall occur outside of the public right-of-way when possible. Automobile dealerships shall provide designated off-loading areas on the project site unless otherwise approved as part of the design review process and to the satisfaction of the Public Works Director. The off-loading areas and path of travel shall be kept clear during expected delivery times.

K. **Special Advertising Devices.** Temporary signs and special advertising devices shall be regulated as set forth in Section 17.33.070, Temporary Signs.

L. **Inventory Maintenance.** The use of a waterless washing/cleaning process is recommended. Washing or cleaning of vehicles using water shall be done in such a way as to minimize overspray and maximize water conservation. Runoff shall be kept to a minimum and every effort should be made to avoid runoff on sidewalks in the public right of way. All runoff must be directed into the sanitary sewer system.

17.12.080 Appeal

Any person dissatisfied by an act or determination of the Community Development Director relating to the approval or denial of a project application under this Chapter, or the interpretation or enforcement of this Chapter, may appeal such act or determination to the Planning Commission pursuant to Section 17.42.140, Appeals.

Chapter 17.13 Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone

17.13.010 Purpose

This Chapter establishes the Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone. The creation of this Overlay Zone provides a mechanism for a person to propose a commercial, residential or residential—nonresidential—mixed-use development that is beneficial to the community and implements the City's General Plan policy of flexibility and innovation in development and planning techniques.

17.13.020 Applicability

The BARRO Zone applies to all use and development of properties within the boundaries of the BARRO Zone identified on the Zoning Map. Development of property within the overlay zone is subject to the regulations of Title 17 as modified by this Chapter.

17.13.030 Design Review

A. **Approving Authority.** The Community Development Director is the approving authority for Design Review approvals for projects in the BARRO Zone, except as provided below.

1. A project proposing an additional story on buildings originally approved by the City Council is ineligible for administrative review and approval under this Chapter and shall be subject to Design Review as set forth in Chapter 17.43, Design Review.

B. **Notice and Hearing.**

1. For Design Review applications, the Community Development Director may act on the application without a formally noticed public hearing.

2. Notice of a pending application pursuant to the BARRO zone regulations shall be posted on the proposed project site and on the City of Rocklin website.

3. Such notice shall specify that any interested person may view the application materials at the City of Rocklin offices during business hours; the 10-day time period when the public may submit written comments on the proposed project to the City; the date whereon the Community Development Director is expected to take action on the proposed project; and the date by which anyone may appeal of the final action of the Community Development Director in the manner provided by Section 17.42.140, Appeals.

C. The Community Development Director shall have the authority to elevate any project within the BARRO Zone to the Planning Commission if the Director determines that the project may impact,

or would not be compatible with, surrounding properties, or that the project could adversely impact surrounding uses due to project elements including, but not limited to, traffic, noise and safety impacts. The Director may elevate the review at any stage of the process to ensure proper evaluation of potential impacts. If the Director determines that elevation to the Planning Commission is necessary, additional fees may be imposed to compensate the City for the cost of processing the application.

17.13.040 Permitted Uses

In addition to the uses permitted or conditionally permitted in the base zoning district, the following uses may be permitted, subject to review and approval of a Minor Use Permit:

A. Breweries, distilleries, and wineries.

B. Live music.

C. Event centers.

D. Artisan food and beverage production/tasting rooms.

E. Art galleries and creative studios (ceramics/pottery, paint & sip businesses, etc.) open to the public.

F. Other uses of a similar nature, as determined by the Community Development Director, that enhance street life and promote business activity.

17.13.050 Parking Requirements

Parking is typically one of the most challenging development standards to meet when attempting to develop older infill sites. By its very nature, parking requires a significant dedication of land which cannot be translated into leasable sales area or saleable square footage. However, adequate and easily accessible parking is critical to the long term success and viability of any development.

A. Parking requirements shall be determined on a project-specific basis by the Community Development Director after consideration of the on-site parking standards listed in the Rocklin Zoning Code for the type of development proposed, the physical constraints of the property in question, the availability of nearby on-street parking and public parking facilities, and other potential mitigating factors.

B. The Old Town area has a series of public parking lots that can be used to assume some or all of the required off-street parking for new development within the BARRO Zone.

C. Residential uses will be required to provide on-site parking for each residential unit; however, the guest parking requirements may be a candidate for transfer to nearby public parking lots.

Commercial uses may propose to transfer up to their entire on-site parking obligation to public parking lots; however, they will be encouraged to maintain handicapped accessible parking on their property, as well as loading areas.

Chapter 17.14 College Park (CP) Overlay Zone

17.14.010 Purpose

The purpose of this Chapter is to identify the applicability of the College Park General Development Plan and reference the applicable regulations.

17.14.020 Applicability

The College Park (CP) Overlay Zone applies to all use and development of properties within the boundaries of the College Park General Development Plan shown and described in the College Park General Development Plan and identified on the Zoning Map.

17.14.030 College Park General Development Plan

All development within the College Park (CP) Overlay Zone shall be consistent with the College Park General Development Plan.

A. Unless specified in the College Park General Development Plan, all provisions of this Code shall apply. Where there is a conflict between this Code and the College Park General Development Plan, the provisions of the General Development Plan shall prevail.

Chapter 17.15 Greenbrae Island Annexation Area (GA) Overlay Zone

17.15.010 Greenbrae Island Annexation Area Overlay Zone Established

A. This Chapter establishes the Greenbrae Island Annexation Area Overlay Zone (the "Annexation Area Overlay Zone " or the “GA Overlay Zone”). The creation of this Overlay Zone is intended to smoothly transition the developed properties that have been annexed into the City and are now subject to the City of Rocklin Municipal Code and Zoning Code, from their prior status under Placer County regulations and zoning. This approach is consistent with the City's General Plan policy of flexibility and innovation in development and planning techniques.

B. Use of property as it existed on the date of annexation into the City within the GA Overlay Zone is subject to the regulations of Title 17 as modified by this Chapter. Development of previously undeveloped property within the GA Overlay Zone is subject to all requirements of the Rocklin Municipal Code including Title 17, the City of Rocklin Zoning Code.

C. The properties included within the GA Overlay Zone shall be indicated on the official zoning maps of the City. The affected properties are all properties either partially or fully developed on the date approved by Placer LAFCo for annexation into the City, within the area known as the county island area accessed primarily by Aguilar Road, Greenbrae Road, and Foothill Road.

17.15.020 Development Standards for Existing Developed Properties

A. All existing developed parcels conforming to the development standards required by the County zoning at the time of construction of the structures shall be deemed to be conforming in the GA Overlay Zone.

B. For any major reconstruction involving a new foundation, and if it is determined by the Chief Building Official to be feasible to conform the new structure to the underlying City development standards, then the location of the reconstructed structure must conform to the underlying City development standards.

C. All new development requiring a City Building Permit must conform to the underlying City development standards.

17.15.030 Horses and Other Similar Large Quadrupeds, Sheep and Goats Conditionally Permitted

A. Horses, other similar large quadrupeds, sheep and goats are permitted in the GA Overlay Zone where there is sufficient space to accommodate them subject to the provisions of this Section.

The term immature offspring used in this Section refers to animals that have not yet been weaned and/or are a maximum of one year in age.

B. Horses and other similar large quadrupeds are permitted in the following numbers:

1. One horse or similar large quadruped where the lot is not less than 30,000 square feet, and two horses or similar large quadrupeds where the lot area is one acre net or greater. Up to a total of two immature offspring may also be allowed.

2. Three horses or similar large quadrupeds and up to a total of two immature offspring where the lot area is two acres net or greater.

3. Additional horses or other similar large quadrupeds may be kept on lots in excess of two acres net, in a number to be determined by the Director of Community Development. A Minor Use Permit is required for the keeping of additional horses or similar large quadrupeds.

C. Sheep and goats are permitted in the following numbers:

1. Four mature animals and their immature offspring (not to exceed 12 animals in total) where the lot is not less than 30,000 square feet, and six mature animals and their immature offspring (not to exceed 15 animals in total) where the lot area is one acre net or greater.

2. Additional animals may be kept, in a number to be determined by the Director of Community Development. A Minor Use Permit is required for the keeping of additional animals.

D. The number of animals identified as allowed per lot area in subsections A, B and C is not intended to imply that horses or other large quadrupeds as well as sheep and/or goats will be allowed collectively on a single lot in those numbers. The keeping of horses and any other similar large quadrupeds, as well as, sheep and goats on a single lot may only be permitted on sites greater than one acre in size and only with prior approval of a Minor Use Permit.

E. Horses, other large quadrupeds, sheep and goats permitted under this section must comply with the provisions of Rocklin Municipal Code Chapter 6.36 regarding livestock.

F. Because the potential incompatible impacts of additional animals are a localized impact, a property owner must apply for and obtain a Minor Use Permit approved by the Director of Community Development, after payment of a fee and review of the permit which cost and process are substantially equivalent to the administrative special event permit authorized by Rocklin Municipal Code Chapter 17.63.

17.15.040 Parking of Accessory Vehicles

Parking, storage and operations of accessory vehicles, as those vehicles are defined in Section 17.31.070.B, shall be subject to all regulations set forth in Section 17.31.070, Off-street Parking of Accessory Vehicles, except as provided below.

A. For all existing developed parcels which can demonstrate physical site constraints making compliance with Section 17.31.070.D.1 infeasible, then parking of the accessory vehicle shall be allowed in the front yard or street side yard setback area, provided the accessory vehicle is parked as far from the street as feasibly possible based on site conditions. Feasibility shall be determined by the Community Development Director.

17.15.050 Appeals

Any person dissatisfied by an act or determination of an official of the City relating to the interpretation of this Chapter may appeal such determination to the Planning Commission pursuant to Section 17.42.140, Appeals.

Chapter 17.16 Historic District (HD) Overlay Zone

17.16.010 Purpose and Intent

The Historic District (HD) Overlay Zone is established and is intended to enhance the value and distinctive character of the City of Rocklin's historic Front Street area that exists along First Street, between Rocklin Road and Farron Street. The HD Overlay Zone shall be known as the "Front Street Historic District."

The development of land within the Front Street Historic District should be controlled to create an exciting and visible community, capitalizing on the area's proud heritage. To achieve this purpose, it is necessary to impose reasonable restrictions upon the use and erection of new buildings and structures and the alteration of existing and relocated buildings and structures. The revitalization of the Front Street Historic District is in keeping with the objectives and proposals of the General Plan for the City.

17.16.020 Applicability

The regulations as defined in this Chapter shall apply in the Front Street Historic District of the City.

17.16.030 Boundaries

The Front Street Historic District boundaries are as designated on the Official Zoning Map.

17.16.040 Historic Committee Established

The Front Street Historic Committee is established to consider any plans for construction in the HD Overlay Zone, and to advise on all matters related thereto.

17.16.050 Front Street Historic Committee Designated

The Planning Commission shall act as the Front Street Historic Committee and exercise all of its functions.

17.16.060 Committee Powers and Duties

A. It is the duty of the Committee to administer and ensure compliance with the regulations and procedures contained within this Chapter, in the manner prescribed herein. It is its responsibility to recommend to the Planning Commission any changes to regulations applicable to the District, provided such changes are necessary for the proper execution of the adopted plan, and to adopt rules of procedure to supplement those contained within this Chapter.

B. The Committee shall adopt, subject to the review and approval of the City Council, architectural criteria and standards to be used in evaluating the appropriateness of any development for which a permit is applied under the provisions of this Chapter.

C. The architectural criteria and standards shall ensure that all applications for approval of exterior work are treated uniformly and fairly and promote consistency. Architectural criteria and standards shall be used to assure:

1. That rehabilitation work shall not destroy the distinguishing qualities or character of the structure and its environment. The removal or alteration of any historic material or architectural features should be held to a minimum;

2. That deteriorated architectural features are repaired rather than replaced wherever possible. In the event replacement is necessary, the new material should match the material being replaced in the composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of original features, substantiated by physical or pictorial evidence rather than on conjectural designs or the availability of different architectural features from other buildings;

3. That distinctive, stylistic features or examples of skilled craftsmanship which characterize historic structures and often predate the mass production of building materials be treated with sensitivity;

4. That changes which may have taken place in the course of time and which have acquired significance in their own right be recognized and respected;

5. That all structures be recognized as products of their own time. Alterations to create an earlier appearance shall be discouraged;

6. That contemporary design for additions to existing structures or landscaping shall not be discouraged if such design is compatible with the size, scale, color, material, and character of the neighborhood, structures, or its environment;

7. That wherever possible, new additions or alterations to structures be done in such a manner that if they were to be removed in the future, the essential form and integrity of the original structure would be unimpaired;

8. That new construction not necessarily mimics historic structures, but ensures that new construction is compatible with traditional buildings within the historic area;

9. That alterations or new construction of storefronts, windows, doors, cornices, roofs, masonry materials, colors, and signs be compatible with a uniform design and construction theme established for the Front Street Historic District by the City.

D. The Committee may approve, modify, or disapprove any application for a Building Permit for which review by the Committee is required under Chapter 17.43, Design Review, based upon compliance or noncompliance with the adopted regulations and approved architectural criteria and standards.

E. It shall not be the responsibility of the Committee to prepare or adopt precise area or community plans.

17.16.070 Building Permit—Additional Review Required

A. **Applications Subject to Additional Review.** Any application for a Building Permit for the erection of any new building or structure, or for exterior work involving remodeling, repair, alteration, addition to, or demolition of any existing building or structure, where such work is subject to public view from streets or alleys, within the Front Street Historic District, or for the relocation of any building or structure into the district, shall be processed pursuant to Section 17.16.080, Building Permit—Additional Review Process, below.

B. **Applications Not Subject to Additional Review.** All other applications for Building Permits under the Building Code and not subject to this Chapter shall be processed in the normal manner, without referral to or approval by the Committee or the Planning Director, unless this would be done in the normal processing of the permit.

17.16.080 Building Permit—Additional Review Process

Building Permits subject to additional review pursuant to Section 17.16.070, Building Permit—Additional Review Required, shall be processed as follows:

A. **Review Required.** Review by the Committee and/or the Planning Director is required as follows.

1. The Planning Director may approve signs, reroofing, and any addition to or alteration of any structure which the director determines to be minor in scope, providing the Director can conclude that the application conforms to the regulations contained herein and the approved architectural standards and criteria. The Planning Director may refer these types of items to the committee for its action. All other applications shall be referred to the Committee.

2. The Committee may approve, modify or disapprove any application for a building permit referred to it by the Planning Director. Approval or disapproval shall be by a majority vote of all the members of the Committee at any meeting where the vote is taken, and shall include a statement that the Committee finds that the building, structure, or improvement for which the permit was applied does or does not conform to the regulations contained herein and the approved architectural standards and criteria.

B. **Application—Information Required.** The application for the Building Permit shall include the following, in addition to all other information required for building permit applications under any other regulation or ordinance of the City:

1. The purpose for which the proposed building, structure, or improvement is intended to be used;

2. Adequate plans and specifications indicating dwelling unit density, lot area and off-street parking;

3. Adequate plans and specifications for the building and improvements showing the exterior appearance, color, and texture of materials and architectural design of the exterior;

4. Adequate plans and specifications for any outbuildings, party walls, courtyards, fences, setbacks, landscaping, signs, lighting, traffic safety, or other dependency thereof;

5. A Preliminary Grading Plan. When the grading plan is revised after the building permit application and preliminary grading plan have been considered and approved by the committee, the revised plan shall be filed with the director and shall be subject to the same decision making process and findings requirements as the original application, except that the subsequent review shall be limited to the revised grading plan and the effects of the revisions on the originally approved project;

6. Any other information deemed necessary by the Committee, the Planning Director, or the Chief Building Official to judge compliance with the regulations contained herein and other applicable laws and regulations.

C. **Time Limitation on Decision.** Within 45 days after the submission of a complete Building Permit application as required in this Chapter, the Committee or Planning Director shall send their decision in writing to the Chief Building Official with the application and documents, except when the applicant requests or agrees to an extension of time.

D. **Issuance of Permit.** If the Committee or Planning Director approves the application, and the Chief Building Official finds that the application conforms to all other regulations and ordinances of the City, the Chief Building Official shall then issue the permit for the work.

17.16.090 Land Use Regulations

Land use regulations of the base zoning district shall apply, except that the following uses are prohibited within the HD Overlay Zone.

A. **Prohibited Uses.**

1. Clinics
2. Social Service Facilities
3. Kennels
4. Service Stations
5. Drive-Through Facilities
6. Repair and Maintenance Services

17.16.100 Development Standards

Development standards of the base zoning district shall apply except as specifically modified or established by conditions of approval of a Conditional Use Permit approved by the Planning Commission, with a recommendation by the Committee.

17.16.110 Off-Street Parking

A. Residential uses shall provide on-site parking space as required by Chapter 17.31, Off-Street Parking.

B. All other uses shall provide one on-site parking space for each 250 square feet of gross floor area.

1. In lieu of the requirements of Subsection B of this Section, a fee, as set by resolution of the Council, based on the number of square feet of gross floor area, may be paid to the City parking lot fund to establish off-street parking for the Front Street Historic District. All such City parking lots funded by the fees received pursuant to this section shall be located within or immediately adjacent to the Front Street Historic District.

17.16.120 Appeals

Any interested person may appeal the decision of the Front Street Historic Committee to the Planning Commission and the City Council pursuant to Section 17.42.140, Appeals.

Chapter 17.17 Planned Development (PD) Overlay Zone

17.17.010 Purpose

The purpose of this Chapter is to establish a Planned Development (PD) Overlay Zone that provides for one or more properties to be developed under a plan that provides for better coordinated development and incorporates development standards crafted to respond to site conditions to:

A. Result in a superior development project and substantial community benefit;

B. Promote and encourage cluster development on large sites to avoid sensitive areas of property;

C. Encourage creative and innovative design on large sites by allowing flexibility in property development standards;

D. Encourage the preservation of open space;

E. Accommodate various types of large scale, complex, and phased developments; and

F. Establish a procedure for the development of large tracts of land in order to reduce or eliminate the rigidity, delays, and conflicts that otherwise would result from the application of zoning standards designed primarily for small lots.

17.17.020 Zoning Map Designation

A Planned Development (PD) Overlay Zone shall be noted on the Zoning Map by adding the designation "-PD" and ordinance number to the base zoning district.

17.17.030 Land Use Regulations

No use other than an existing use is permitted in a PD Overlay Zone except in compliance with a valid General Development Plan.

A. Any permitted or conditional use authorized by this Code may be included in an approved General Development Plan consistent with the General Plan land use designation for the property.

17.17.040 Development Standards

A. **Minimum Area.** The minimum area of a PD Overlay Zone shall be five acres; however, the City Council may approve a smaller area if it finds that a PD would provide greater benefits to the general welfare of the City residents and property owners than development under conventional zoning because of unique characteristics of the site or the proposed use.

B. **Residential Unit Density.** Except where a density bonus is granted in compliance with Chapter 17.25, Affordable Housing Density Bonus, the total number of dwelling units in a PD Overlay Zone shall not exceed the maximum number permitted by the General Plan density for the total area of the planned development.

C. **Floor Area Ratio (FAR).** The FAR based on the total floor area in a PD Overlay Zone shall not exceed the maximum FAR permitted by the General Plan for the total area of the planned development.

D. **Performance Standards.** The Performance Standards prescribed by Chapter 17.32, Performance Standards, apply.

E. **Other Development Standards.** Other development standards shall be as prescribed by the PD Overlay Zone and General Development Plan. Where the PD Overlay Zone and General Development Plan are silent regarding particular development standards, the development standards of the applicable base zoning district shall apply.

17.17.050 Procedures

A. **Decision-Making Body.** A -PD Overlay Zone must be adopted by the City Council. A public hearing before the Planning Commission is required prior to City Council review, and the Planning Commission shall make a recommendation to the City Council.

B. **Review Procedures.**

1. ***Zoning Amendment.*** An application for a -PD Overlay Zone shall be processed as a Zoning Amendment, according to the procedures of Chapter 17.49, Zoning Code and Map Amendments, and shall include a General Development Plan.

2. ***General Development Plan.*** A General Development Plan shall be accepted and processed concurrently with the application for the PD, in the same manner as a Conditional Use Permit application, pursuant to Chapter 17.44, Use Permits.

3. ***Tentative Subdivision Map.*** When a PD requires the submission of a tentative subdivision map, this map and all supporting documents shall be prepared and submitted concurrently with the application of the PD.

C. **Initiation.** An application for a -PD Overlay Zone may be initiated by any qualified applicant identified in Section 17.42.020, Application Forms and Fees, or a motion of the City Council. If the property is not under a single ownership, all owners must join the application, and a map showing the extent of ownership shall be submitted with the application.

D. **Application Content.** A qualified applicant shall submit an application for a -PD Overlay District on a form prescribed by the Planning Division accompanied by the required fee. The Planning

Division may require an applicant to submit such additional information and supporting data as considered necessary to process the application.

17.17.060 Required Findings

A -PD Overlay Zone and General Development Plan shall only be approved if all of the following findings are made:

A. The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply;

B. The subject site is physically suitable for the type and intensity of the land use being proposed;

C. Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;

D. The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;

E. The development generally complies with applicable design guidelines; and

F. The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base zoning district, and will achieve superior community design, resource protection, and/or substantial public benefit.

17.17.070 Conditions

In approving a -PD Overlay Zone and General Development Plan, the City Council may impose reasonable conditions deemed necessary to:

A. Ensure that the proposal conforms in all significant respects with the General Plan and with any other applicable plans or policies that the City has adopted;

B. Achieve the general purposes of this Code or the specific purpose of the zoning district in which the project is located;

C. Achieve the findings listed above; or

D. Mitigate any potentially significant impacts identified as a result of review conducted in compliance with the requirements of the California Environmental Quality Act.

17.17.080 Expiration and Renewal

A. **Expiration.** A General Development Plan shall be effective on the same date as the ordinance creating the -PD Overlay Zone for which it was approved and shall expire two years after the effective date unless actions specified in the conditions of approval have been taken, or a building permit has been issued and construction diligently pursued, except as provided below.

1. ***General Development Plan Approval.*** The approval of a specific General Development Plan may specify an effective period or development phasing program exceeding two years. A General Development Plan with a phasing program shall remain in effect so long as not more than one-year lapses between the end of one phase and the beginning of the next phase

2. ***Tentative Map.*** Where a tentative map has been approved in conjunction with a General Development Plan, the General Development Plan shall expire upon the expiration of the tentative map.

3. ***Development Agreement.*** Where a General Development Plan has been approved in conjunction with a Development Agreement, the General Development Plan shall be effective and expire pursuant to the terms of the Development Agreement.

B. **Renewal.** An approved General Development Plan that has not been inaugurated may be renewed for a single, maximum two-year period approved by the City Council after a duly-noticed public hearing. Application for renewal shall be made in writing between 30 and 120 days prior to expiration of the original approval. The City Council may renew a General Development Plan if it finds the renewal consistent with the purposes of this Chapter.

17.17.090 Amendments of Approved Plans

A. **Changed Plans.** Amendments to a -PD Overlay Zone or General Development Plan may be requested by the applicant or its successors. Amendments to the approved Plan shall be classified as major or minor amendments. Upon receipt of an amendment application, the Director shall determine if the proposed amendment constitutes a major or minor amendment.

B. **Major Amendments.** Major Amendments to an approved -PD Overlay Zone or General Development Plan shall be considered by the City Council at a duly noticed public hearing. An amendment will be deemed major if it involves one or more of the following changes:

1. A change in the boundary of the -PD Overlay Zone;

2. An increase or decrease in the number of dwelling units for the -PD Overlay District that is greater than the maximum or less than the minimum stated in the General Development Plan;

3. An increase or decrease in the floor area for any non-residential land use that results in the floor area less than the minimum or exceeding the maximum stated in the General Development Plan;

4. Any change in land use or density that is likely to negatively impact or burden public facilities and utilities infrastructure as determined by the City Engineer;

5. Any change in land use or density that is likely to negatively impact or burden circulation adjacent to the -PD Overlay Zone or to the overall major street system, as determined by the City Engineer; or

6. Any other proposed change to the General Development Plan or the conditions of approval that substantively alters one or more of its components as determined by the Director.

C. **Minor Amendments.** Amendments not meeting one or more of the criteria listed in Subsection B above shall be considered minor if they are consistent with and would not change any original condition of approval. Minor Amendments may be approved by the Director.

17.17.100 Project Review

Plans for a project in a -PD Overlay Zone shall be accepted for planning and building permits or subdivisions only if they are consistent with an approved General Development Plan and any conditions of approval or the PD Overlay District development standards. No project may be approved and no building permit issued unless the project, alteration or use is consistent with an approved General Development Plan and -PD Overlay Zone.

Chapter 17.18 Residential Minimum Density (RMD) Overlay Zone

17.18.010 Purpose

The purpose of the Residential Minimum Density (RMD) Overlay Zone is to provide a mechanism to establish minimum development densities on a given site as a means to help the City achieve its Regional Housing Needs Allocation (RHNA) obligations. The RMD Overlay Zone is intended to facilitate the development of affordable multi-family housing for low-and moderate-income households, enable the City to meet its housing goals, and ensure that affordable housing developments will be compatible with surrounding land uses by establishing appropriate development standards.

17.18.020 Applicability

The provisions of this Chapter shall apply to parcels within the Residential Minimum Density (RMD) Overlay Zone depicted on the Official Zoning Map that are proposed to be developed with residential uses in a manner not otherwise allowed by the regulations applicable to the underlying base zoning district.

A. Parcels in the RMD Overlay Zone may be developed consistent with the rules, regulations, and requirements of the underlying base zoning district or with the provisions of this Chapter.

B. **Conflict.** Should a provision of this Chapter conflict with any other provision of this Code, or any other City resolutions, ordinances, or regulations of the City, this Chapter shall control.

17.18.030 Use Regulations

A. **Residential Uses.** Residential uses are allowed pursuant to the land use regulations of the RH Zone.

1. All property developed pursuant to this Chapter shall contain residential development.

B. **Nonresidential Uses.** Nonresidential uses are allowed pursuant to the land use regulations of the underlying base zoning district.

17.18.040 Residential Density

A. **Required Minimum Residential Density.** All property developed pursuant to this Chapter shall contain residential development that meets the following minimum density requirements.

1. ***RMD-10+:*** Minimum density of 10 units per acre. No maximum density requirement.

2. ***RMD-24+:*** Minimum density of 24 units per acre. No maximum density requirement.

B. **Maximum Residential Density.** Maximum residential density requirements are not applicable.

17.18.050 Development Standards

A. **Residential-Only Development.** Buildings containing only residential uses shall comply with the development standards of the RH Zone.

B. **Nonresidential and Mixed-Use Development.** Buildings containing exclusively nonresidential uses, as well as mixed-use buildings containing both residential and nonresidential primary uses shall comply with the development standards of the underlying base zoning district. For mixed-use buildings or sites, residential density shall be calculated based on the proportion of the building or site devoted to residential use, as determined by the Community Development Director.

C. All development standards, including setbacks and height requirements, may be modified subject to justifications provided and accepted as part of a Design Review approval.

Chapter 17.19 Residential Development (RD) Overlay Zone

17.19.010 Purpose

The purpose of the Residential Development (RD) Overlay Zone is to provide a mechanism for the consideration of residential and mixed-use development on parcels within the Mixed Use General Plan Land Use Designation and a nonresidential Zoning District.

17.19.020 Applicability

The provisions of this Chapter shall apply to parcels within the Residential Development (RD) Overlay Zone depicted on the Official Zoning Map.

A. **Conflict.** Should a provision of this Chapter conflict with any other provision of this Code, or any other City resolutions, ordinances, or regulations of the City, this Chapter shall control.

17.19.030 Use Regulations

A. **Residential Uses.** Residential uses are allowed pursuant to the land use regulations of the RH Zone.

B. **Nonresidential Uses.** Nonresidential uses are allowed pursuant to the land use regulations of the underlying base zoning district.

17.19.040 Residential Density

A. **Maximum Residential Density.** The maximum allowable residential density is 40 units per acre.

17.19.050 Development Standards

A. **Residential-Only Development.** Buildings containing only residential uses shall comply with the development standards of the RH Zone.

B. **Nonresidential and Mixed-Use Development.** Buildings containing only nonresidential uses and buildings containing residential and nonresidential uses as primary uses in a single building shall comply with the development standards of the underlying base zoning district.

Chapter 17.20 Reserved

Chapter 17.21 Reserved

Chapter 17.22 Reserved

Chapter 17.23 Reserved

Division III Citywide Standards

Chapter 17.24 General Site Regulations

17.24.010 Purpose and Applicability

The purpose of this Chapter is to prescribe site regulations that apply, except where specifically stated, to development in all zoning districts. These standards shall be used in conjunction with the standards for each zoning district established in Division II, Zone Regulations. In any case of conflict, the standards specific to the zoning district shall control.

17.24.020 Accessory Structures

A. **Applicability.** The standards of this Section apply to attached and detached accessory structures except the following:

1. ***Accessory Dwelling Units.*** Accessory Dwelling Units, attached or detached, are subject to the standards of Section 17.35.040, Accessory Dwelling Units and Junior Accessory Dwelling Units.

B. **Attached Structures.** The provisions of this Subsection apply to accessory structures attached to a main building. Attached accessory structures shall comply in all respects with the requirements of this Code applicable to the main building, except specifically allowed for structures open on three sides pursuant to Section 17.24.020.D, Structures Open on Three Sides.

C. **Detached Structures.** The provisions of this Subsection apply to roofed structures, including but not limited to garages, carports, sheds, workshops, gazebos, and covered patios which are detached from and accessory to a main building on the site. These provisions also apply to unroofed structures that are over 30 inches in height and are detached from and accessory to a main building on the site.

1. ***Relation to Existing Structures.*** A detached accessory structure may only be constructed on a lot on which there is a permitted main building to which the accessory structure is related.

2. ***Development Standards.***

a. Residential Accessory Structures. Except as stated in Section 17.24.020.D, Structures Open on Three Sides, detached accessory structures in residential zoning districts shall comply with the following standards.

i. Setbacks.

(1) Detached accessory structures shall be located a minimum of five feet from any interior side or rear property line.

(2) Detached accessory structures shall not be located within a required front setback, except on a legal flag lot. For purposes of this subsection, the front yard of a legal flag lot shall be considered a side yard when determining the required setback for the detached accessory structure.

(3) Detached accessory structures shall not be located within a required street side setback.

(4) Garages accessed from an alley shall be setback from the rear property line either five feet from the rear property line if there is no on-site parking between the garage and the alley, or a minimum of 20 feet to accommodate on-site parking between the garage and the alley..

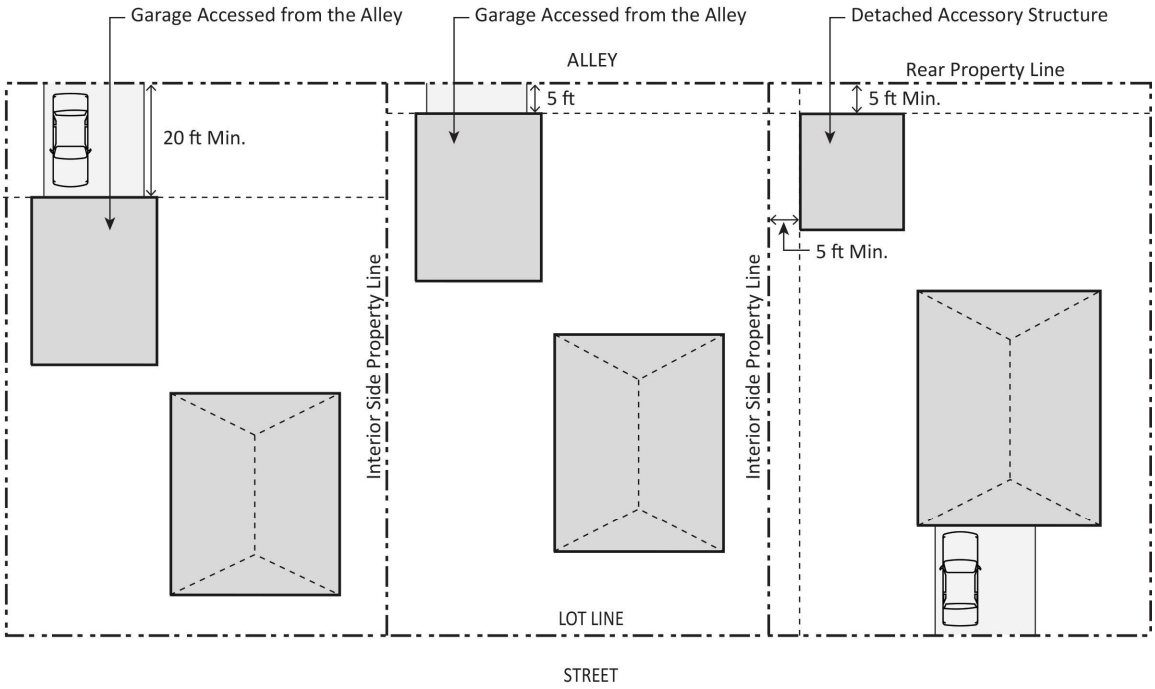


FIGURE 17.24.020.C.2.A: ACCESSORY STRUCTURES, INTERIOR SIDE AND REAR SETBACKS

ii. *Maximum Height.* Any portion of a detached accessory structure located within a setback required by the base zoning district shall not exceed a height of 14 feet. Detached accessory structures located fully outside of any setbacks required by the base zoning district shall be required to

comply with the height standards specified for the primary structure within the base zoning district.

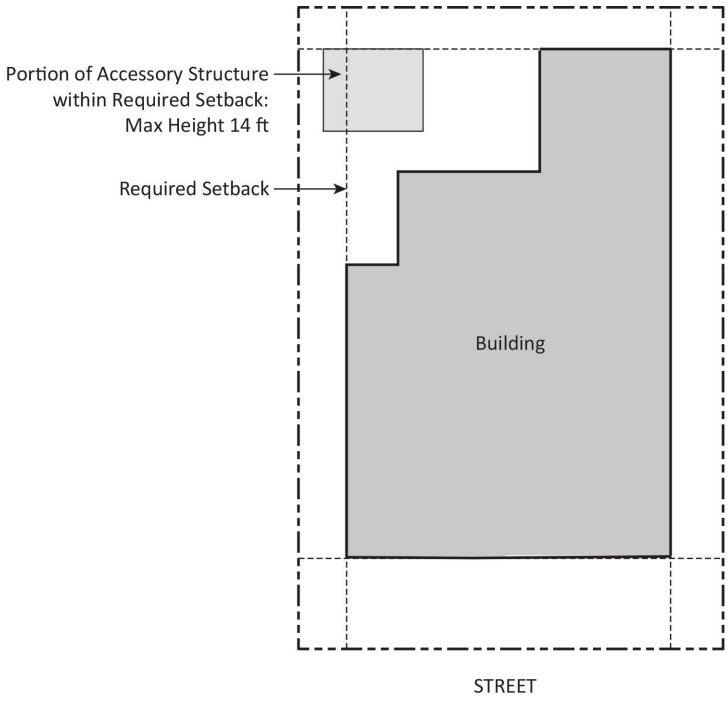


FIGURE 17.24.020.C.2.B: ACCESSORY STRUCTURES, MAXIMUM HEIGHT

iii. *Maximum Rear Yard Coverage.* Accessory structures shall not cover more than 40 percent of the rear yard.

iv. *Barns and Stables.* Barns and stables, or any other building or structure used for the keeping of animals, shall be located on the rear one-half of the lot and not closer than 20 feet to any side or rear property line.

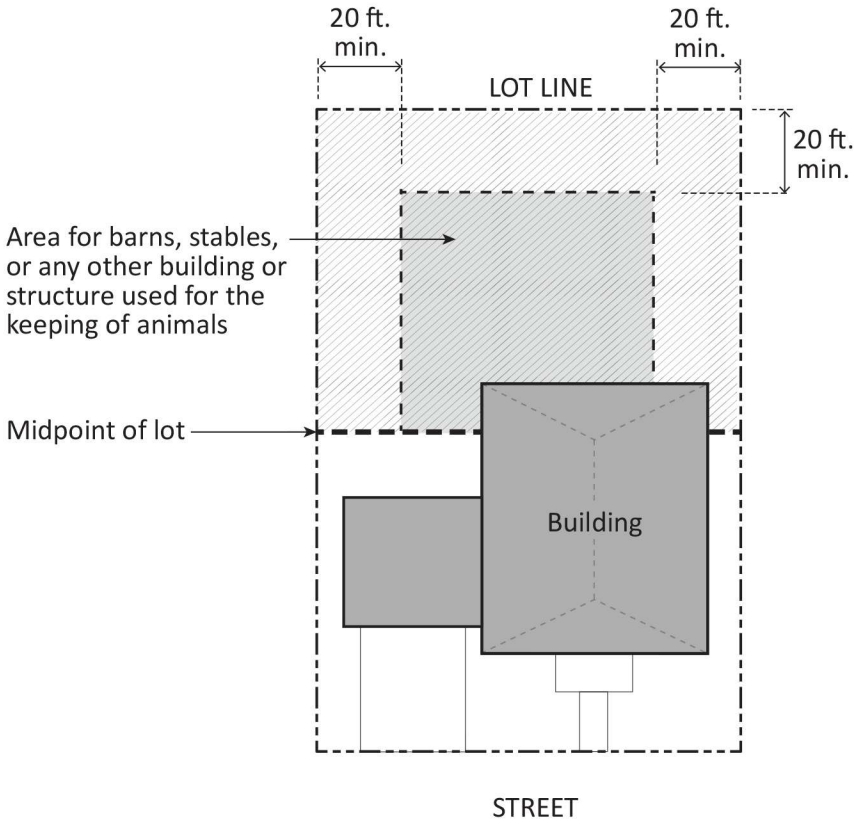


FIGURE 17.24.020.C.2.C: BARNS AND STABLES

b. *Nonresidential Accessory Structures.* Detached accessory structures in nonresidential zoning districts shall comply with the normal development standards of the applicable zone.

D. **Structures Open on Three Sides.** In all residential zones, a structure which is open on at least three sides, such as a patio cover, may encroach into the required rear yard setback up to 15 feet from a rear wall of the main structure, but in no case shall such a structure be located within five feet of the rear property line.

1. On all lots that are 6,000 square feet or less in area, structures that are open on at least three sides, whether attached or detached to the primary structure, shall comply with the following standards:

a. The maximum height of said structures shall not exceed ten feet, as measured from the adjacent finish grade to the highest point of the structure. The Director may approve a deviation from this standard when strict adherence to the standard would cause the structure to block an existing door or window.

b. Said structures shall be constructed of fire-resistant materials.

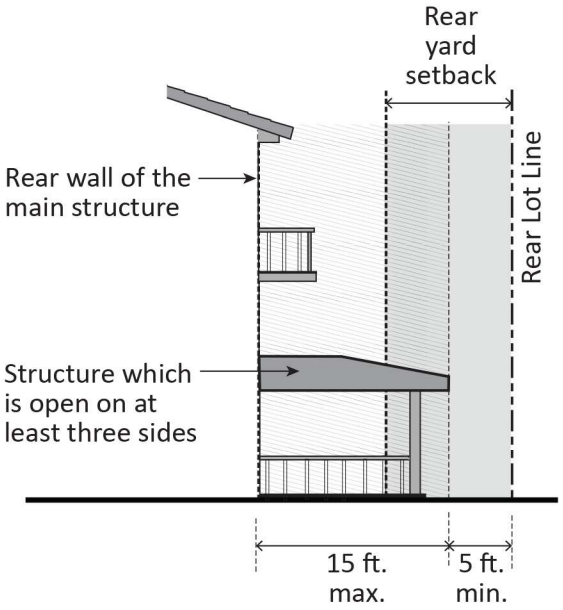


FIGURE 17.24.020.D: STRUCTURES OPEN ON THREE SIDES

17.24.030 Construction Site Temporary Offices

A. Any person who has obtained and maintains a valid approval to develop any real property may install a mobile or portable office at the construction site to be used for a temporary construction field office or for storage of construction tools.

B. Such temporary office or storage space shall not be used as living quarters.

C. Any office or storage space shall be removed at the time of occupancy of the final unit.

17.24.040 Encroachments into Required Setbacks

A. Where setbacks are required in this Code, they shall not be less in depth or width than the minimum dimension specified, shall be open at every point, and shall not be obstructed with non-movable features from the ground upward, except as provided below, or as specifically identified in another section of this Code. Encroachments are also subject to Section 17.24.120, Visibility at Intersections and Driveways.

TABLE 17.24.040: ALLOWED ENCROACHMENTS INTO REQUIRED SETBACKS			
Encroachment	*Front and Street Side Setbacks*	*Interior Side Setback*	*Rear Setback*
All encroachments	No encroachment may extend into a public utility easement. Where any allowance of this Code conflicts with applicable building codes, the more restrictive shall apply.		
Primary structure	Shall not encroach	Shall not encroach	10 ft but no closer than 5 ft from the lot line. The square footage lost from the projection shall be replaced by a yard within the buildable portion of the lot
Architectural features including sills, canopies, chimneys, fireplaces, cornices and eaves	3 ft	3 ft	3 ft
Open, unenclosed, uncovered decks, porches, platforms, stairways and landing places less than 30 inches above the surface of the ground	May encroach provided the encroachment does not extend into a public utility easement or conflict with any other applicable code		
Rain barrels and cisterns with a maximum capacity of 1,000 gallons, or other similar storm water management equipment	Shall not encroach	No closer than 3 feet from the lot line	No closer than 3 feet from the lot line
Mechanical and other equipment, detached or attached, such as water heaters, air conditioners, electric meters, electric transformers, pool equipment, cable television or phone utility boxes	Shall not encroach	No closer than 3 feet from the lot line	No closer than 3 feet from the lot line
Ramps and similar structures that provide access for persons with disabilities	Reasonable accommodation will be made, consistent with the Americans with Disabilities Act; see Chapter 17.47, Reasonable Accommodation		

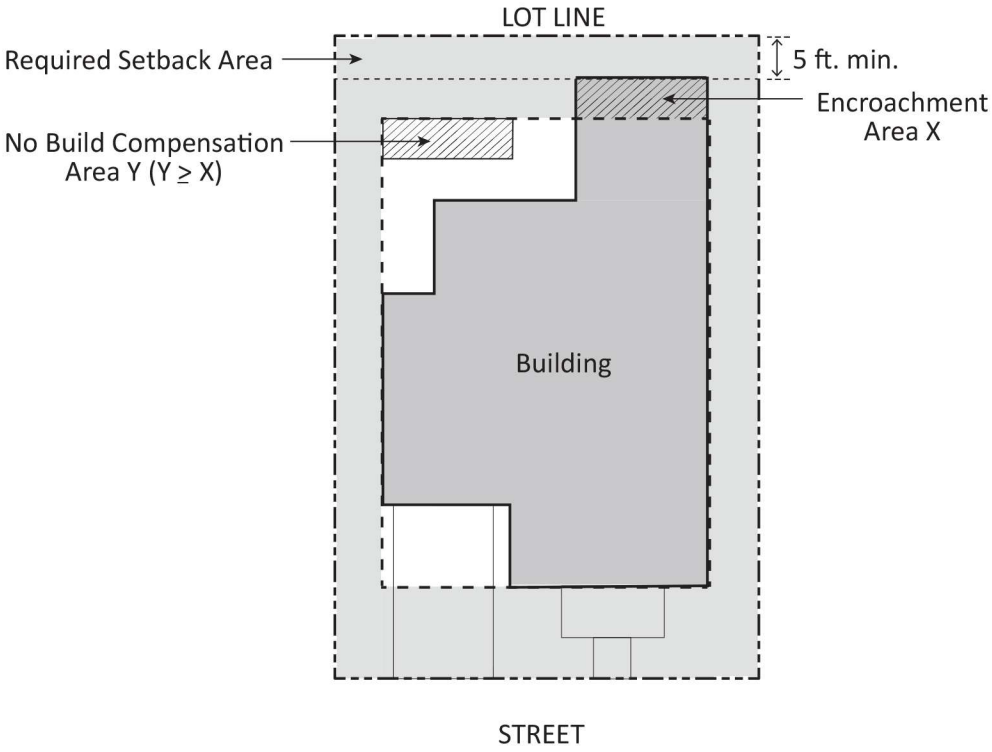


FIGURE 17.24.040: PRIMARY STRUCTURE ENCROACHMENT INTO REQUIRED REAR YARD

B. **Setback Area Permeable Surface Requirements.**

1. ***Required Permeable Surfaces.*** For all lots 5,000 square feet in size or larger containing a Detached Single-Unit Dwelling, a minimum of 40 percent of the combined front yard and street side yard setback area shall be preserved with permeable surfaces, such as lawn, grass or other landscaping.

2. ***Exception.*** In those limited circumstances where a property owner has shown that because of special circumstances applicable to the subject property, including size, shape, topography, or other unique circumstance, the strict application of the requirements of this Title is found to deprive the subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications; and the Community Development Director has found that the grant of an exception would not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated, the Community Development Director may grant an exception to the permeable surface coverage standards noted herein. The Community Development Director shall document in writing the findings of fact upon which the decision to either approve or deny a request for an exception was based.

17.24.050 Fences and Freestanding Walls

Fences, walls, dense hedges, and similar structures shall comply with the standards of this Section.

A. **Maximum Height.** Fences, walls, dense hedges, and similar structures are limited to a maximum height as provided below unless a greater height allowance is specifically allowed pursuant to Conditional Use Permit or Design Review approval. Dense hedges are not subject to a height limit provided they are located outside the required front and street side setback areas and meet the requirements of Section 17.24.120, Visibility at Intersections and Driveways.

1. Any structure, feature, material, or improvement attached to, supported by, or structurally integrated with a fence or wall shall be considered part of the fence or wall and shall comply with the maximum height standards applicable to fences and walls in this Chapter, except as provided below.

   a. Any barrier, lattice, screen, panel, trellis, netting, framework, or similar feature that exceeds the maximum height allowed for a fence or wall shall comply with the minimum setback requirements applicable to accessory structures and shall not exceed the maximum height allowed for accessory structures (14 feet).

2. ***Front Setback Areas.*** Within required front setback areas, fences and walls may not exceed three feet in height, except as provided below.

   a. Within the RE, RMH, RH, and Nonresidential zones, a decorative, nonsolid, tubular metal fence that is designed to allow visibility through and between the fence members may be erected to a maximum height of five feet.

   b. Individual retaining walls shall not exceed three feet in height, measured from the lowest ground level immediately adjacent to the wall. A minimum 24 inch bench shall be provided between retaining walls.

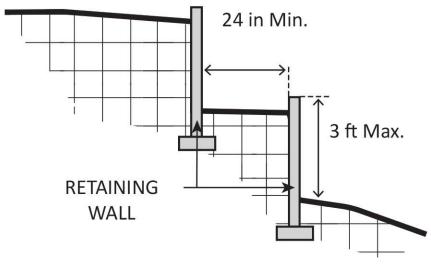


FIGURE 17.24.050.A.1.B: RETAINING WALLS WITH THE FRONT SETBACK

3. ***Street Side Setback Areas (Corner Lots).*** Except on reverse corner lots, fences along the street side property line of a corner lot must comply with the following:

a. Three feet or less from the property line: Fences and walls shall not exceed three feet in height.

   i. Within the RE, RMH, RH, and Nonresidential zones a decorative, nonsolid, tubular metal fence that is designed to allow visibility through and between the fence members may be erected to a maximum height of seven feet.

b. More than three feet from the property line: Fences and walls shall not exceed seven feet in height.

4. ***Reverse Corner Lots.*** Because reverse corner lots have the potential to create visibility constraints, fences on these lots located within required street side setback areas are limited to a maximum height of three feet.

   a. The Director may approve fencing up to seven feet in height located more than three feet from the street side property line only if the Director finds that the fence will not be detrimental to the health, safety, or general welfare of Rocklin residents, and that the circumstances create a traffic and pedestrian interface that is substantially similar to typical residential lots.

      i. The finding shall be based upon the unique configuration of fences, driveways, and relevant features on the applicant's lot and adjacent lots. Factors which could affect the ability to make this finding include, but are not limited to:

         (1) Topography or grade differences between affected lots.

         (2) Existing retaining walls or the need for retaining walls that could affect sight distance.

         (3) Unusual road curvature.

         (4) Location of the driveways on adjacent lots.

         (5) Any other physical condition that affects compliance with standard visibility requirements.

5. ***Interior Side and Rear Setback Areas.***

   a. *Residential Zones.* Within interior side and rear setback areas, fences and walls may be erected to a height not exceeding seven feet.

   b. *Nonresidential Zones.* Within interior side and rear setback areas, fences and walls may be erected to a height not exceeding eight feet.

6. ***Allowed Projection, Decorative Fence Posts.*** Decorative fence posts may project up to three inches above the maximum allowed fence height on all residential properties.

7. ***Public Safety Facilities.*** Fencing height standards of this Section shall not be applicable to any public safety facility.

8. ***Intersection and Driveway Visibility.*** All fences, walls, and related structures shall comply with Section 17.24.120, Visibility at Intersections and Driveways, regardless of other provisions in this Section.

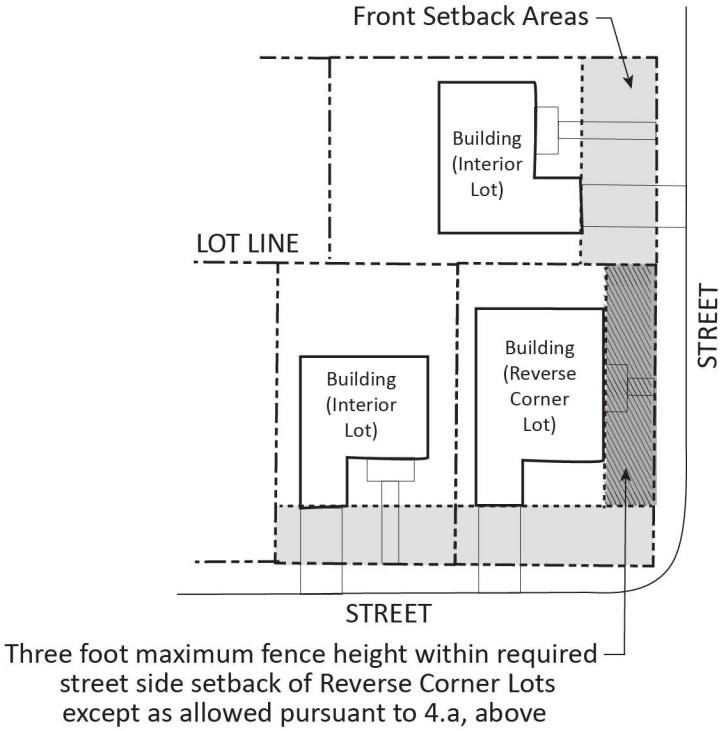


FIGURE 17.24.050.A: MAXIMUM FENCE HEIGHT, FRONT SETBACK OF REVERSE CORNER LOTS

B. **Materials.**

1. ***Rear Yard Fences Along Open Space and Conservation Easement.*** Rear yard fences along the edge of an open-space and conservation easement shall consist of open type fencing, such as black wrought iron fencing or other material as approved through the project entitlement.

2. ***Other Fences.*** In other areas, fences and walls may be constructed of the following materials.

   a. Wood.

   b. Masonry.

   c. Metal.

d. Decorative, tubular metal fencing.

i. All tubular fencing shall be dark colored.

ii. A smooth top horizontal rail is required.

iii. Pointed or open rod topped styles are prohibited.

e. Decorative wire fencing. Wire or wire mesh must be installed within a wood or other decorative frame.

f. Chain-Link fencing.

i. Residential Zones: Chain-link fencing is not allowed along front or street side yards and may not be visible from the public right-of-way.

ii. Nonresidential Zones: Chain-link fencing may only be used when approved through a Design Review application.

g. Barbed wire, razor wire, ultra-barrier, electrified, and other hazardous fencing. These materials are permitted only when required by any law or regulation of the City, the State of California, the Federal Government, or other public agency.

17.24.060 Height Limitation Exceptions

The structures listed in the following table may exceed the maximum permitted building height for the zoning district in which they are located, subject to the limitations stated and further provided that no portion of a structure in excess of the building height limit may contain habitable areas or advertising.

TABLE 17.24.060: ALLOWED PROJECTIONS ABOVE HEIGHT LIMITS

Allowed Projection	*Maximum Vertical Projection Above the Height Limit*	*Maximum Coverage and Locational Limitations*
Skylights	1 foot	None
Chimneys	8 feet	None
Flagpoles	15 feet	None
Elevator and stair towers	10 feet	Limited to a total of 10% of roof area Must be setback from the exterior wall one foot for every foot of projection above the height limit
Mechanical equipment penthouses	10 feet	Limited to 60% of roof area Must be setback from the exterior wall one foot for every foot of projection above the height limit
Mechanical equipment	5 feet	Must be setback from the exterior wall one foot for every foot of projection above the height limit

TABLE 17.24.060: ALLOWED PROJECTIONS ABOVE HEIGHT LIMITS		
Allowed Projection	*Maximum Vertical Projection Above the Height Limit*	*Maximum Coverage and Locational Limitations*
Fire escapes, catwalks, and open railings required by law	No restriction	None
Telecommunications facilities, antennas, microwave equipment, and radio towers	Subject to the provisions of Section 17.35.170, Telecommunications Facilities	

17.24.070 Lighting and Illumination

A. **Applicability.** The standards of this Section apply to all new development and to exterior alterations and additions that involve replacement light fixtures or systems, except as provided below.

1. ***Exemptions.*** The following lighting is exempt from the provisions of this Section.

   a. Public and Private Street Lighting.

   b. Athletic Field Lights. Athletic field lights within a City recreation area.

   c. Public Facility Safety and Security Lighting. Safety and security lighting for public facilities.

   d. Construction and Emergency Lighting. Construction or emergency lighting fixtures, provided they are temporary and are discontinued immediately upon completion of the construction work or abatement of the emergency.

   e. Seasonal Lighting. Seasonal lighting displays related to cultural or religious celebrations.

B. **Prohibitions.** Unless otherwise permitted by a specific provision of this Code, the following types of exterior lighting are prohibited.

1. ***Searchlights.*** The operation of searchlights for advertising purposes.

2. ***Mercury Vapor.*** Mercury vapor lights.

3. ***Other Light Types.*** Laser lights or any other lighting that flashes, blinks, alternates, or moves.

C. **General Requirements.**

1. ***Fixture Types.*** All luminaries shall meet the most recently adopted criteria of the Illuminating Engineering Society of North America (IESNA) for "Cut Off" or "Full Cut Off" luminaries.

2. ***Design of Fixtures.*** Fixtures shall be appropriate to the style and scale of the architecture. Fixtures on buildings shall be attached only to walls or eaves and the top of the fixture shall not exceed the height of the parapet or roof or eave of roof.

3. ***Maximum Height.*** Lighting fixtures shall be installed at the lowest height required to achieve the design purpose of the lighting fixture.

    a. *Building Mounted.* The top of the fixture shall not exceed the height of the parapet, roof or eave of roof.

    b. *Freestanding Light Fixtures.* The maximum height of freestanding light fixtures and lighting fixtures mounted on a structure or feature other than a building is 25 feet.

    c. *Exceptions.* The Director may allow additional height for activities, uses, or development with unique lighting needs; for accentuating historic architectural features of a building, accentuating signage and/or landscape features; lighting of recreational facilities; or for security purposes.

4. ***Timing Controls.*** All outdoor lighting in nonresidential development shall be on a time clock or photo-sensor system and turned off during daylight hours and during hours when the building is not in use and the lighting is not required for security.

5. ***Trespass.*** All lights shall be directed, oriented, and shielded to prevent light trespass or glare onto adjacent properties. The light level at any property line shall not exceed one foot-candle, unless otherwise required by the Police Department.

6. ***Maintenance.*** Fixtures and lighting shall be maintained in good working order and in a manner that serves the original design intent.

17.24.080 Mobile/Manufactured Home Design Criteria

All mobile/manufactured homes proposed to be used as a single-unit dwelling shall comply with the following minimum criteria to ensure compatibility:

A. The mobile/manufactured home shall be attached to a permanent foundation system approved by the Chief Building Official.

B. The exterior finish material(s) used on the mobile/manufactured home and any attached garage or other addition shall be a wood, stucco plaster, vinyl or other exterior finish material customarily used to sheath new residential structures in the City and in the area.

C. The exterior finish material(s) shall extend towards the ground to a point consistent with that customary on new residential structures in the City.

D. A skirting material, that emulates the texturing and coloring of a solid masonry, brick, or stone perimeter foundation, shall be installed around the perimeter of the structure to bridge the gap between the exterior finish materials on the structure and the structure's foundation or finish grade as applicable. The height of said skirting material shall be generally consistent with the foundation height customary to new residential structures.

E. Roofing material and the roof overhang, and the roof pitch shall be similar to the material, overhang, and pitch design customarily used on new residential structures in the City. Roof overhangs shall be a minimum of 16 inches.

F. The mobile/manufactured home shall comply with development standards applicable to the zone in which it is to be located.

G. The facade which fronts on the street is designed with sufficient detail to make it visually compatible with conventional residential structures in the City.

17.24.090 Outdoor Storage

Storage of goods, materials, machines, equipment, and inoperable vehicles or parts outside of a building for more than 72 hours shall conform to the standards in Table 17.24.090, Outdoor Storage Regulations. The regulations of this Section do not apply to temporary storage of construction materials reasonably required for construction work on the premises pursuant to a valid building permit or to the parking and storage of operable vehicles.

TABLE 17.24.090: OUTDOOR STORAGE REGULATIONS

Zone	*Permissibility of Outdoor Storage*
Residential Zones	Permitted as an accessory use outside of front and street side yards. Must be located within an area fenced with a minimum six-foot-high solid fence and the area used for outdoor storage shall not exceed 50 percent of the rear yard area.
Commercial and Mixed Use Zones	Permitted as an accessory use outside of required front and street side yards, parking, and circulation areas, and required landscaped areas and screened subject to the standards of §17.24.100, Screening
Employment Zones	Permitted as an accessory use outside of required front and street side yards, parking, and circulation areas, and required landscaped areas and screened subject to the standards of §17.24.100, Screening

TABLE 17.24.090: OUTDOOR STORAGE REGULATIONS	
Zone	*Permissibility of Outdoor Storage*
Public and Semi-Public Zones	Permitted as an accessory use outside of required front and street side yards, parking, and circulation areas, and required landscaped areas and screened subject to the standards of §17.24.100, Screening

17.24.100 Screening

A. **Screening of Mechanical and Electrical Equipment.** All exterior mechanical and electrical equipment shall be screened or incorporated into the design of buildings so as not to be visible from adjacent at-grade public rights-of-way and/or adjacent Residential Zones. Equipment to be screened includes, but is not limited to, all roof-mounted equipment, air conditioners, heaters, utility meters, cable equipment, telephone entry boxes, backflow devices, irrigation control valves, electrical transformers, pull boxes, vapor recovery systems, and all ducting for air conditioning, heating, and blower systems. Screening materials shall be consistent with the exterior colors and materials of the building. Exceptions may be granted by the Director where screening is infeasible due to health and safety, structural limitations, or utility requirements.

B. **Common Property Lines.** A solid screening wall six feet in height shall be provided on the interior lot lines of any lot that contains any nonresidential use and abuts a residential use or Residential Zone.

1. ***Timing.*** The screening wall shall be provided at the time of new construction or expansion of buildings, or changes from one use classification to another nonresidential use classification.

2. ***Location.*** Screening walls shall follow the lot line of the lot to be screened, or shall be arranged within the boundaries of the lot so as to substantially hide from adjoining lots the building, facility, or activity required to be screened.

3. ***Materials.*** Industrial uses shall provide a solid screening wall of stucco, decorative block, or concrete panel. Screening walls for other uses shall be constructed of stucco, decorative block, concrete panel, wood, or other substantially equivalent material.

4. ***Exception.*** An exception to the requirements of this Subsection may be approved with a Minor Deviation pursuant to Chapter 17.46, Minor Deviations, upon a showing of adequate compatibility between the adjoining uses evaluating relevant factors such as aesthetic considerations, natural terrain buffers, building height, bulk and orientation, noise, light and glare, pedestrian and vehicular circulation, property values and psychological factors.

C. **Outdoor Storage Areas.** Outdoor storage areas shall be fenced or screened in accordance with the following.

1. ***Maximum Height.*** Screening walls and fences shall not exceed the maximum allowable fence heights unless allowed pursuant to approval of a Minor Deviation pursuant to Chapter 17.46, Minor Deviations.

2. ***Materials.*** Screening walls and fences shall be either a solid wall (stucco, decorative block, or concrete panel) or a solid fence (wood, vinyl, or similar material). The use of slatted chain link fencing is limited to Employment and Public Facilities Zones in areas not visible from any freeway, existing or planned residential area, or publicly accessible open space area.

D. **Other Outdoor Activity Areas.** Where the Director finds that an outdoor use without screening would have a detrimental effect, the outdoor use shall be screened from view from any public street or freeway; existing or planned residential area; or publicly accessible open space area.

E. **Maintenance.** Screening walls shall be maintained in good repair, including painting, if required, and shall be kept free of litter and advertising. Graffiti shall be removed within two days of notice of its placement. Where hedges are used as screening, trimming or pruning shall be employed as necessary to maintain the required and the maximum allowed height.

17.24.110 Swimming Pools and Spas

Swimming pools, spas, and any body of water having a depth of more than 18 inches and related equipment shall comply with the following standards:

A. No swimming pool, spa, or any body of water having a depth of more than 18 inches shall be located in a required front or street side setback nor less than three feet from a property line, measured to the outside edge of water.

B. Accessory mechanical equipment, including filter and heating systems, shall not be located closer than three feet from any property line.

C. Any swimming pool, either in ground or above ground, shall have at least two of the seven drowning prevention safety features in compliance with "The Swimming Pool Safety Act" [Health and Safety Code sections 115920—115929]. The City of Rocklin requires one of the two required safety features to be an enclosure which isolates the swimming pool from the residence. When the residence is used as part of the required enclosure, all residence doors providing direct access to the pool and any gates in such enclosure shall be self-closing, self-latching, and swing away from the pool. All residence doors providing direct access to the pool that do not meet these

requirements shall be equipped with exit alarms. The enclosure must be installed before water is placed in the pool and must comply with all other applicable provisions of this Code.

17.24.120 Visibility at Intersections and Driveways

All vegetation and structures shall comply with the Visibility Requirements contained in the City of Rocklin, Construction Specifications, Improvement Standards, and Standard Drawings approved by the City Council or City Engineer.

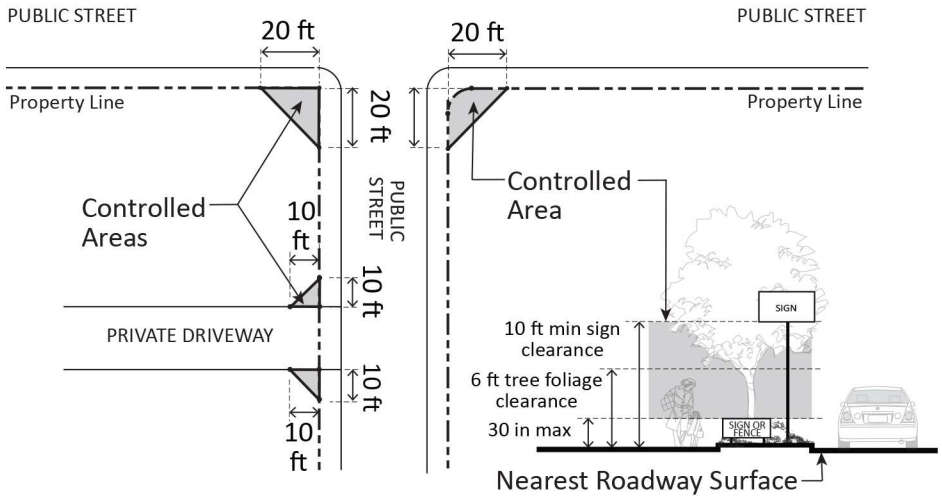


FIGURE 17.24.120: VISIBILITY AT INTERSECTIONS AND DRIVEWAYS

Chapter 17.25 Affordable Housing Density Bonus

17.25.010 Purpose

The purpose of this Chapter is to implement the State Density Bonus Law, California Government Code Section 65915 et seq.

17.25.020 Applicable Zoning Districts

This Chapter shall be applicable in all zoning districts that allow residential uses.

17.25.030 Qualifications

All proposed housing developments that qualify under California Government Code Section 65915 for a density increase and other incentives, and any qualified land transfer under California Government Code Section 65915 shall be eligible to apply for a density bonus (including incentives and/or concessions) consistent with the requirements, provisions and obligations set forth in California Government Code Section 65915, as may be amended.

17.25.040 Density Bonus, Incentives and Concessions

The City shall grant qualifying housing developments and qualifying land transfers a density bonus, the amount of which shall be as specified in California Government Code Section 65915 et seq., and incentives or concessions also as described in California Government Code Section 65915 et seq.

17.25.050 Application

An application for a density bonus or other incentive under this Chapter for a housing development shall be submitted in writing to the Planning Division to be processed concurrently with all other entitlements of the proposed housing development. The application for a housing development shall contain information sufficient to fully evaluate the request under the requirements of this Chapter and applicable State law.

17.25.060 Review and Consideration

The application shall be considered by the Planning Commission or City Council at the same time the project for which the request is being made is considered. If the project is not to be otherwise considered by the Planning Commission or the City Council, the request being made under this Chapter shall be considered by the Community Development Director. The request shall be approved if the applicant complies with the provisions of California Government Code Section 65915 et seq.

17.25.070 Continued Affordability

Consistent with the provisions of California Government Code Section 65915 et seq., prior to a density bonus or other incentives being approved for a project, the City and the applicant shall agree to an appropriate method of assuring the continued availability of the density bonus units.

Chapter 17.26 Inclusionary Housing Requirements

17.26.010 Purpose

This Chapter is intended to require residential projects to contribute to the development, rehabilitation, and preservation of affordable housing and to implement the policies of the Housing Element of the City's General Plan. Pursuant to Government Code Section 65850 et seq., this Chapter establishes an inclusionary housing requirement to encourage the development of residential units that are affordable to a range of households with varying income levels.

17.26.020 Definitions

"Affordable housing cost" as to rental units means rent determined under the applicable subsection of Health and Safety Code Section 50053, and as to ownership units means the housing cost determined under the applicable subsection of Health and Safety Code Section 50052.5.

"Affordable housing development agreement" means an agreement to develop affordable units, that is approved by the City Council, fully executed, and recorded on title with Placer County.

"Affordable unit" means a dwelling unit which is affordable to a very low-income household (thirty to fifty percent of Area Median Income [AMI]), a low-income household fifty to eighty percent of AMI), or a moderate-income household (eighty to one hundred and twenty percent of AMI), and, in the case of rental units only, a dwelling unit which is affordable to an extremely low-income household (up to thirty percent of AMI).

"Density bonus" means a density increase over the otherwise maximum allowable gross residential density as of the date of application per Government Code Section 65915 et. seq.

"Developer" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities that seeks City approval for all or part of a development project. Developer includes "owner." For the purposes of this Section, "developer" shall include the owner or applicant of a development project.

"Extremely low-income household" means a household whose income does not exceed thirty percent of the area median income for Placer County, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50106.

"Housing development project" means the construction of all residential units, a common interest development created through the conversion of existing residential units that were not subject to this Chapter at the time of construction, and mixed-use development including a residential component.

"Inclusionary housing agreement" means an agreement based on the inclusionary housing plan that is approved by the appropriate reviewing authority, fully executed, and recorded on title with Placer County.

Each Inclusionary housing agreement shall include the right of City to enforce and provisions that such agreement may not be amended without the prior written approval of City. In addition, such agreement shall include, without limitation as to other provisions, the provisions of 17.26.080.E.

"Inclusionary housing plan" means a proposal identifying the number and type of affordable units and detailing how the requirements of this Chapter will be satisfied.

"Inclusionary housing trust fund" means a separate fund of the City in which is deposited all monies collected under this Chapter, which shall be used to promote the construction, rehabilitation, and maintenance of affordable units, including administrative costs related to monitoring inclusionary housing agreements and deed restrictions on affordable units.

"Low-income household" means households whose income does not exceed eighty percent of the area median income for Placer County, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.

"Moderate income household" means households whose income does not exceed one hundred and twenty percent of the area median income for Placer County, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093.

"Owner" means a person partnership, joint venture, association, corporation, or public or private entity that has sufficient proprietary interest in real property to commence, maintain, and operate a development project.

"Very low-income household" means households whose income does not exceed fifty percent of the area median income for Placer County, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50105.

17.26.030 Applicability

A. All housing development projects proposing ten or more dwelling units shall include units that are affordable to very low and/or low-income households, in compliance with this Chapter.

B. Housing development projects for parcels with existing dwelling units shall be subject to this Chapter if the sum of the existing dwelling units and the proposed dwelling units, net of any demolition, equal ten or more dwelling units.

C. Subdivision maps dividing a parcel with existing dwelling units shall require, as a condition of approval, that if a housing development project is proposed on any newly created parcel, the proposed project shall be subject to this Chapter if the sum of the existing dwelling units and any proposed dwelling units, net of any demolition, equal ten or more dwelling units.

17.26.040 Exemptions

This Chapter shall not apply to any of the following:

A. A housing development project application determined to be complete by staff or deemed complete by law as of the effective date of the ordinance codifying this Chapter. This exemption includes all approved and entitled projects and projects for which a complete SB 330 preliminary application has been submitted.

B. The portion of a housing development project located within a designated landmark building or contributing structure to a designated historic district that is retained and preserved on site as part of a housing development project in compliance with the Secretary of the Interior's Standards.

C. A housing development project that provides at least fifty percent of all units, excluding density bonus units, available at an affordable housing cost for a duration of not less than that provided under Section 17.26.080.C hereof.

D. A housing development project that is exempt from this Chapter by State law, including a housing development project for which the City enters into a statutory development agreement.

17.26.050 Affordable Unit Requirement

A. A developer shall comply with this Chapter by satisfying either of the options below:

1. A minimum of fifteen percent of all dwelling units in a housing development shall be developed, offered to, and sold or rented to low-income households, at an affordable housing cost for low-income households; or

2. A minimum of ten percent of all dwelling units in a housing development project shall be developed, offered to, and sold or rented to very low-income households, at an affordable housing cost for very low-income households; or

3. A minimum of five percent of all dwelling units in a housing development project shall be developed, offered to, and sold or rented to extremely low-income households at affordable housing cost for extremely low-income households.

   Inclusionary units within an ownership project must be ownership units; inclusionary units within a rental project must be rental units.

B. **Rounding Calculations.** In calculating the required number of inclusionary units, any fractional units will be rounded-up to the nearest whole number.

17.26.060 Alternative Methods of Compliance

As an alternative to developing inclusionary units within an affected housing development project, the developer may request to satisfy the requirements of this Chapter by applying and receiving authorization for one or more of the following:

A. **Off-site Construction.** At the discretion of the reviewing authority and upon application by the developer, the developer may satisfy the inclusionary unit requirement, in whole or in part, by constructing the required number and type of units on a site in the City of Rocklin other than that of the affected housing project pursuant to an affordable housing development agreement.

B. **In-lieu Fee.**

1. ***Any Fees May Be Established and Updated by Resolution of the City Council.*** In the event the City hereafter approves by resolution the alternative of in-lieu fees, the developer may choose to pay the established fee in-lieu of providing all or some of the inclusionary units. Unless and until the City by resolution approves the use of in-lieu fees and establishes such in-lieu fees, the alternative of in-lieu fees will not be available.

2. ***Timing of Payment.*** The full amount of the in-lieu fee shall be paid prior to issuance of a building permit for any part of the housing development project.

3. ***Deposits.*** In-lieu fees collected shall be deposited in the Inclusionary housing trust fund.

4. ***State Density Bonus.*** Payment of an affordable housing in-lieu fee shall not be considered a provision of affordable housing units for purposes of determining whether the housing development project qualifies for a state density bonus.

C. **Rehabilitation.** At the discretion of the reviewing authority and upon application by the developer, the developer may acquire and rehabilitate market rate units within the City and convert those units to affordable units. The rehabilitation of the market rate units shall improve the units' structural integrity and livability to include improvements to the roofing, flooring, plumbing, heating, and air conditioning, as applicable. Any such rehabilitation shall be pursuant to an affordable housing development agreement.

17.26.070 Inclusionary Housing Plan and Agreement

A. **Application.** The developer shall prepare and submit an inclusionary housing plan as part of the housing development project application process which must be approved together with the associated entitlements needed for the project.

B. **Consideration.** An inclusionary housing agreement shall be prepared by the City and reviewed concurrently with the entitlement application for a housing development project. An inclusionary

housing agreement must be approved by the City Council together with the associated entitlements needed for the project.

C. **Prohibitions.**

1. No application shall be deemed complete until the developer has submitted an inclusionary housing plan as part of the housing development project application.

2. No approval shall be issued for any portion of a housing development project until the inclusionary housing agreement has been approved (or is concurrently approved) by the City Council.

3. No building permit shall be issued for any portion of a housing development project unless the inclusionary housing agreement has been executed and recorded.

4. No certificate of occupancy shall be issued for all or any portion of a housing development project unless the developer performs its obligations under the inclusionary housing agreement.

17.26.080 Implementation Standards

A. **Amenity Access.** Residents of inclusionary units shall have equal access to use of all on-site amenities.

B. **Construction.** To the satisfaction of the City Council, which approval shall not be unreasonably withheld, all inclusionary units shall be:

1. Reasonably dispersed throughout the housing development project;

2. Proportional in number, bedroom size, and location, to the market rate units; and

3. Comparable with the market rate units in terms of the appearance, base design, materials, amenities, and finished quality.

C. **Duration of Affordability.** All required inclusionary units shall be reserved for the following minimum time periods. "Reserved" for the purpose of this Chapter means by deed restricted and/or with recorded covenants running with the land. The City has the right, but is not required to, enforce the restrictions, and any failure to enforce in one instance does not constitute a waiver against future enforcement.

1. ***Units for Sale.*** A unit for sale shall be reserved at the applicable Affordable Housing Cost for a minimum of forty-five years.

2. ***Units for Rent.*** A unit for rent shall be reserved at the applicable Affordable Housing Cost for a minimum of fifty-five years.

D. **Tenant Preference Policy.** Any tenant preference and priority system set forth in this code shall be used to determine eligibility among prospective beneficiaries for inclusionary units created through this Chapter.

E. **Timing of Construction.** All inclusionary units shall be constructed concurrently with, or prior to the construction of the market rate units to assure that affordable units are offered and occupied while there are market units that remain unoccupied. If the City approves a phased project, the required inclusionary units shall be provided within each phase of the housing development project and per the inclusionary housing agreement.

F. **Subleases, Assignments, and Purchases.** If the housing development project consists of units for rent, the inclusionary housing agreement shall prohibit tenants from subleasing affordable units or assigning rights with respect to affordable units. If the housing development project consists of units for sale, the inclusionary housing agreement shall require homeowners to occupy the unit.

17.26.090 Enforcement

A. **Forfeiture of Funds.** Any individual who sells or rents an inclusionary unit in violation of this Chapter shall be required to forfeit money so obtained in violation of this Chapter (i.e., the profit received in rental income or sales price exceeding what is permitted by this Chapter for affordable units). Recovered funds shall be deposited into the Inclusionary Housing Trust Fund.

B. **Enforcement.** The City may institute any appropriate administrative or legal actions or proceedings necessary to ensure compliance with this Chapter, including actions:

1. To disapprove, revoke, or suspend any permit, including a building permit, certificate of occupancy, or ministerial or discretionary approval; and

2. For injunctive relief and/or damages.

C. **Recovery of Replacement Affordable Housing Cost.** In the event one or more units becomes noncompliant, the City will likely experience substantial costs to replace that unit. Historically, land costs, interest costs, and construction costs, among other factors, have increased significantly over time and it is reasonably foreseeable that these will continue to increase in the future. In addition, the City would incur costs associated with negotiation and preparation of documents, and would likely incur recording costs and development fees. As part of the damages the City would be entitled to recover would be the costs to replace a noncompliant unit; these costs could exceed the initial cost of development of the unit that has become noncompliant. Notwithstanding the recovery of damages and replacement costs, the original covenanted unit which has become noncompliant would remain subject to the recorded restrictions.

D. **Recovery of Fees and Costs.** In any action to enforce this Chapter or an inclusionary housing agreement, the City shall be entitled to recover its reasonable attorneys' fees and costs.

17.26.100 Takings Determination

A. **Application.** Within fifteen days of the approval or disapproval a project subject to the requirements of the Chapter 17.26, a developer may request a determination that the requirements of this Chapter, taken together with the benefits under state density bonus law as applied to the housing development project, would legally constitute a taking of property of the housing development project without just compensation under the California or United States Constitutions. Failure to do so within that time constitutes a failure to exhaust administrative remedies.

B. **Burden on Developer.** The developer has the burden of providing economic information and other evidence necessary to establish that application of the provisions of this Chapter to the housing development project would constitute a taking of property without just compensation.

C. **Reviewing Authority.** The taking determination shall be made by the City Council.

D. **Presumption of Facts.** In making the taking determination, the review authority shall presume each of the following facts absent the City attorney's legal advice to the contrary:

1. The application of the inclusionary housing requirements of this Chapter to the housing development project;

2. The application of the maximum benefits the housing development project qualifies for under the density bonus law;

3. The utilization of the most cost-efficient product type for the inclusionary units, where the option is available to the developer; and

4. The utilization of external funding where reasonably likely to occur.

E. **Modifications to Reduce Obligations.** If it is determined that the application of the provisions of this Chapter would be a taking, the inclusionary housing plan and associated entitlements shall be modified to reduce the obligations in the inclusionary housing component to the extent, and only to the extent necessary, to avoid a taking. If it is determined no taking would occur through application of this Chapter, the requirements of this Chapter remain applicable.

Chapter 17.27 Landscape Standards

17.27.010 Purpose

The purposes of the landscaping regulations are to:

A. Improve the appearance of the community by requiring permanently maintained landscaping;

B. Enhance the appearance of development and minimize or eliminate conflicts between potentially incompatible uses through landscaping;

C. Aid in energy conservation by providing shade from the sun and shelter from the wind;

D. Provide areas on site to absorb rainfall and assist in reducing storm water runoff;

E. Assist in erosion control;

F. Promote conservation and efficient use of water; and

G. Implement the Water Conservation in Landscaping Act.

17.27.020 Applicability

The provisions of this Chapter shall apply to all planning entitlements with a landscaping component.

17.27.030 Areas to be Landscaped

In addition to areas required to be landscaped pursuant to other sections of this Code, the following areas shall be landscaped in accordance with this Chapter.

A. **Required Front and Street Side Setbacks.** Except for areas used for exit and entry, all required front and street side setbacks shall be landscaped with one 15-gallon tree, one other tree, five-gallon shrubs, and ground cover.

B. **Sloped Areas.** All areas with 3:1 or greater slope.

C. **Multi-Unit Residential Development Abutting or Within an RL District.** Whenever multi-unit residential development is located within or adjacent to an RL District, a five foot wide landscape buffer shall be provided along all interior property lines.

D. **Parking Areas.** Parking areas as required by Chapter 17.31, Off-Street Parking.

E. **Lawn Conversions, Nonresidential Zones.** In a Nonresidential Zone, whenever 2,500 square feet or more of lawn or turf is removed, the disturbed area shall be landscaped in accordance with this Chapter.

F. **Unused Areas.** All areas of a project site not intended for a specific use, including areas planned for future phases of a phased development, shall be landscaped or hydroseeded.

17.27.040 MWELO Compliance Required

All landscape and irrigation plans shall comply with the Department of Water Resources Model Water Efficient Landscape Ordinance (Title 23 Division 2 Chapter 2.7 of the California Code of Regulations). The Prescriptive Compliance Option of Appendix D (23 CCR Div 2 Chapter 2.7) may be used as a compliance option.

17.27.050 Landscape Plan

A landscape plan showing compliance with the standards of this Section shall be submitted with the permit application for all projects for which landscaping is required.

A. **Information Required.** Landscape plans shall be drawn to scale and shall include the following:

1. Planting plan with common and botanical names, quantities, sizes at installation, and spacing.
2. Areas to be covered by non-decorative hardscape features (e.g., concrete, asphalt, gravel, driveways, sidewalks, etc.)
3. Areas to be covered by decorative permeable hardscape features (e.g., brick, stone, mulch, water feature, etc.)
4. Site amenities plan, including site furniture, landscape and parking lot lighting, utilities, signage, and other on-site features, if applicable.
5. Irrigation plan showing automatic irrigation systems, including drip irrigation where feasible.
6. Documentation demonstrating compliance with the California Model Water Efficient Landscape Ordinance (MWELO).

17.27.060 General Requirements

A. **Materials.**

1. ***General.***

a. Required landscaped areas shall be planted with a combination of ground covers, shrubs, vines, and trees. Plants must be drought-tolerant, pest-resistant, non-invasive, and suitable for the local climate.

b. Landscaping may include paved and graveled walkways and the use of decorative materials such as brick, bark, sand, wood, decorative rock, structural features, or other decorative features.

c. Garden areas and other areas dedicated to edible plants are considered landscaped areas and count toward required landscaping.

2. ***Size and Spacing.*** Plants shall be of the following size and spacing at the time of installation:

a. *Ground Covers.* Ground cover plants other than grasses shall be at least four-inch pot size. Areas planted in ground cover plants other than grass seed or sod must be planted at a rate of 50 percent of the plant's maximum width at maturity.

b. *Shrubs.* Shrubs shall be a minimum of five-gallon container size. When planted to serve as a hedge or screen, shrubs shall be planted with two to four feet of spacing, depending on the plant species.

c. *Trees.* Trees shall be a minimum 15-gallon size having a minimum height of six feet and a one-inch caliper at planting unless the Director approves an equivalent quality of tree based on tree species and quality of stock.

B. **Dimension of Landscaped Areas.** No landscaped area smaller than four feet in any horizontal dimension shall count toward required landscaping.

C. **Prescribed Heights.** The prescribed heights of landscaping shall indicate the height to be attained within three years after planting unless otherwise noted.

D. **Artificial Turf.**

1. The use of indoor or outdoor plastic or nylon carpeting as a replacement for artificial turf or natural turf is prohibited.

2. Artificial turf content shall be polyethylene monofilament fiber with a minimum grass zone pile height of one and one-half inches.

3. A minimum face weight of 75 ounces per square yard of unfilled artificial turf is required.

4. Nylon, polypropylene, and similar fibers are permitted within the thatch zone; provided, that the thatch zone is a minimum one-quarter inch lower than the grass zone pile height.

5. The minimum grass zone pile height shall be one and three-quarters (1.75) inches and shall not exceed two and one-quarter (2.25) inches

6. Artificial turf shall be constructed of lead-free, non-toxic materials and shall comply with all applicable federal and state safety standards.

7. Artificial turf shall consist of multiple blade colors, including at least two shades of green and one contrasting thatch color, designed to simulate the appearance of natural grass. Artificial turf consisting of a single uniform color is prohibited.

8. All artificial turf shall have a warranty that protects against color fading and a decrease in pile height and shall have a minimum eight-year manufacturer's "no fade" warranty.

E. **Intersection Visibility.** All landscaping shall comply with the Visibility Requirements contained in the City of Rocklin, Construction Specifications, Improvement Standards, and Standard Drawings approved by the City Council or City Engineer.

F. **Maintenance.** All planting and landscape elements shall be maintained in a healthy, weed-free condition, including regular pruning, irrigation, and replacement of failed plants. Irrigation systems shall be maintained in working condition.

1. Dead or unacceptable plant materials must be replaced within 90 days of notice from the City, unless otherwise approved.

17.27.070 Installation and Completion

A. **Consistency with Approved Plans.** All landscaping shall be installed consistent with approved plans and specifications, in a manner designed to promote and maintain healthy plant growth.

B. **Timing of Installation.** Required landscaping shall be installed prior to the issuance of a certificate of occupancy for the project.

C. **Certification of Completion.** For all projects subject to the California Model Water Efficient Landscape Ordinance (MWELO), the applicant shall submit a Certificate of Completion to the City for review and approval prior to the final inspection. The Certificate of Completion shall include:

1. ***Certificate of Installation:*** Documentation signed by the signer of the landscape design plan or the licensed contractor, certifying that the landscape and irrigation system have been installed per the approved plans.

2. ***Irrigation Audit:*** An irrigation suction and performance audit report conducted by a certified third-party irrigation auditor.

3. ***Soil Management Report:*** Documentation confirming that soil analysis and recommendations were implemented to ensure healthy plant growth and water retention.

Chapter 17.28 Marijuana Regulation

17.28.010 Purpose and Applicability

The Council finds as follows:

A. **Purpose.** The purpose and intent of this Chapter is to prohibit all commercial marijuana activities, all outdoor marijuana cultivation, and reasonably regulate the indoor cultivation of marijuana for personal use within the City of Rocklin in a manner that protects the health, safety and welfare of the community.

B. **Applicability.** No part of this Chapter shall be deemed to conflict with Federal law as contained in the Controlled Substances Act, 21 U.S.C. § 800 et seq., nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule or regulation.

17.28.020 Definitions.

For purposes of this Chapter, the following definitions shall apply:

A. "Accessory structure" means a structure which is clearly incidental and secondary to the principal structure and is significantly smaller in area than the principal structure and does not change the character of the principal structure or the principal use of the primary structure. An accessory structure must be a fully enclosed and secure structure.

B. "Adult-use cannabis" and "adult-use cannabis" products shall have the meaning as set forth and regulated in the Medicinal and Adult-Use Cannabis Regulations and Safety Act ("MAUCRSA") codified in Business and Professions Code section 26000 et seq., as may be amended from time to time.

C. "Authorized grower" means a person twenty-one years and older who is authorized by, and in compliance with, state law to grow marijuana indoors for personal medical use or personal non-medical use. Authorized grower also means a person eighteen years and older who is a qualified patient, as that term is described in Health and Safety Code section 11362.5.

D. "Cannabis" or "marijuana," which terms may be used interchangeable, shall have the meaning set forth in Business and Professions Code section 26001(f), as may be amended from time to time, and includes "cannabis products" as defined by Business and Professions Code section 26001(i). The term "marijuana" shall also include "medical marijuana" as defined in California Health and Safety Code section 11362.5 and "medical cannabis," and "medical cannabis product" as defined in California Business and Professions Code section 26001(ai).

E. "Commercial cannabis activity" shall have the meaning set forth in Business and Professions Code section 26001(k), as may be amended from time to time, and includes the following commercial

activities, whether for medicinal and adult-use purposes, cultivation, possession, manufacture, processing, storing, laboratory testing, grading, marketing, packaging, labeling, transportation, distribution, dispensary, including a medical marijuana dispensary, delivery, or sale of marijuana and marijuana products, whether or not by a person, business, or entity, for-profit or non-profit, and whether or not conducted with a license issued in accordance with Division 10 of the Business and Professions Code (section 26000 et seq.).

F. "Cultivation" shall have the meaning set forth in Business and Professions Code section 26001(l), as may be amended from time to time, and includes the planting, growing, harvesting, drying, curing, grading, trimming, processing, or storage of any marijuana plants or any part thereof for either medicinal or adult use.

G. "Delivery" shall have the meaning set forth in Business and Professions Code section 26001(p), as may be amended from time to time, and means the commercial delivery, transfer or transport, of cannabis or cannabis product to a customer, or arranging for the delivery, transfer or transport, or the use of any technology platform to arrange for or facilitate the commercial delivery, transfer or transport, of medical marijuana, adult-use cannabis, all cannabis edibles, and/or any and all cannabis products from any location within the jurisdictional limits of the City of Rocklin.

H. "Enforcement official" means the community development director, chief of police, or City of Rocklin Code Enforcement Officer, or his or her designee respectively.

I. "Fully enclosed and secure structure" means a space within a building that complies with the California Building Code ("CBSC"), as adopted in the City of Rocklin, or if exempt from the permit requirements of the CBSC, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. In order to qualify as a fully enclosed and secure structure, the walls and roofs must be constructed of solid materials that cannot be easily broken through, such as two-inch by four-inch nominal or thicker studs overlaid with three-eighths-inch or thicker plywood or the equivalent. Plastic sheeting, regardless of gauge, or similar products are not considered solid materials.

J. "Indoor" means within a fully enclosed and secure structure.

K. "Medical cannabis" or "medicinal cannabis product" shall have the meaning set forth in Business and Professions Code section 26001(ai), as may be amended from time to time, and includes cannabis or cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician's recommendation.

L. "Medical marijuana dispensary" or "dispensary" means any facility or location where medical marijuana is made available to and/or distributed by or to three or more of the following: a primary caregiver, a qualified patient, or a person with an identification card, in strict accordance with California Health and Safety Code Section 11362.5 et seq. A "medical marijuana dispensary" shall not include the following uses, as long as the location of such uses are otherwise regulated by this code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code, a health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, Health and Safety Code Section 11362.5 et seq.

M. "Outdoor" means any location within the City of Rocklin that is not within a fully enclosed and secure structure.

N. "Parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (section 66410, et seq. of the Government Code).

O. "Primary caregiver" means a "primary caregiver" as defined in section 11362.7(d) of the Health and Safety Code.

P. "Residential structure" means any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking and sanitation on a parcel located within a residential zoning district.

17.28.030 Commercial Cannabis Activity Prohibited

Commercial cannabis activity by any person or entity is prohibited in all zones within the City of Rocklin. Any commercial cannabis activity that takes place within the City of Rocklin is hereby declared to be unlawful, a public nuisance and a violation of this Chapter.

17.28.040 Outdoor Cultivation Prohibited

The outdoor cultivation of marijuana is prohibited in all zones within the City of Rocklin. It is hereby declared to be unlawful, a public nuisance, and a violation of this Chapter for any person owning, leasing, occupying, or having charge or possession of any parcel within the City of Rocklin to cause or allow such parcel to be used for the outdoor cultivation of marijuana.

17.28.050 Indoor Cultivation of Marijuana for Personal Use

The indoor cultivation of no more than six marijuana plants shall be allowed for personal, non-commercial use when authorized by State law subject to the following regulations:

A. **Locations Permitted.** Cultivation of marijuana is prohibited in all zones except Residential Zones.

B. **Minimum Standards.** The indoor cultivation of non-commercial marijuana in a Residential Zone shall only be conducted within a private residential structure or accessory structure which is a fully enclosed and secure structure conforming to the following minimum standards:

1. No more than six marijuana plants on a parcel.

2. Marijuana cultivation lighting shall not exceed 1,200 watts and shall comply with the California Building, Electrical and Fire Codes as adopted by the City, including the applicable ventilation or air filtration requirements.

3. The use of gas products, including, without limitation, CO2 , butane, propane, and natural gas, or generators for marijuana cultivation or processing is prohibited.

4. There shall be no evidence of marijuana cultivation outside the residence, or outside the accessory structure, from the public right-of-way, including, but not limited to, any marijuana plants, equipment used in the growing and cultivation operation, and any light emanating from cultivation lighting.

5. The authorized grower shall reside full-time in the residence where the marijuana cultivation occurs.

6. The authorized grower shall not participate in marijuana cultivation in any other residential location within the City of Rocklin.

7. The residence shall maintain fully functional and usable kitchen, bathrooms, and primary bedrooms for their intended use by the resident authorized grower, and not be used primarily and exclusively for marijuana cultivation.

8. Any fully enclosed and secure structure used for the cultivation of marijuana must have a ventilation and filtration system installed that shall prevent marijuana plant odors from exiting the interior of the residential structure, the accessory structure, or the residential unit, and that shall comply with the building regulations of the City of Rocklin Municipal Code.

9. Nothing in this Chapter shall prohibit an owner of a residential structure, or its accessory structure, from prohibiting the growing of marijuana on his or her property.

10. The area in which marijuana is cultivated within a residential structure or accessory structure shall be set back a minimum of five feet from all property lines.

17.28.060 Indoor Cultivation of Marijuana Restricted to Authorized Growers

It is hereby declared to be unlawful, a public nuisance and a violation of this Chapter for any person owning, leasing, occupying, or having charge or possession of any parcel within the City of Rocklin to cause or allow such parcel to be used for the cultivation of marijuana, unless the person is authorized by State law to grow marijuana, and such authorized grower is complying with all requirements of this Chapter.

17.28.070 Violation

A. Any person or entity that violates any provision of this Chapter shall be guilty of a separate offense for each and every day during any portion of which any person or entity commits, continues, licenses, or causes a violation thereof, and shall be punished accordingly.

B. Any violation of this Chapter is punishable as a misdemeanor.

C. A violation of this Chapter is subject to administrative citation and fine pursuant to Chapter 1.14. Notwithstanding Section 1.14.024, the administrative citation amount for violating any provision of this Chapter shall be 1,000 dollars for each violation.

D. It is unlawful and a public nuisance to violate any of the provision of this Chapter and may be enforced and/or abated pursuant to Chapter 1.16 of this Municipal Code and/or under State law.

E. The violation of any provision of this Chapter shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of the City, create a cause of action for injunctive relief.

17.28.080 Penalties Not Exclusive

The remedies and penalties provided herein are cumulative, alternative and nonexclusive. The use of one does not prevent the use of any other criminal, civil, or administrative remedy or penalty authorized by, or set forth in, the Rocklin Municipal Code. None of the penalties or remedies authorized by, or set forth in, the Rocklin Municipal Code shall prevent the City from using any other penalty or remedy under state statute which may be available to enforce this Chapter or to abate a public nuisance.

Chapter 17.29 Nonconforming Uses, Structures, and Lots

17.29.010 Purpose

This Chapter is intended to permit the use of lots, continuation of uses, and continued occupancy and maintenance of structures that were legally established but do not comply with all of the standards and requirements of this Code in a manner that does not conflict with the General Plan or impact public health, safety, or general welfare. To that end, this Chapter establishes the circumstances under which a nonconforming lot, use, or structure may be continued or changed and provides for the removal of nonconforming uses and structures when their continuation conflicts with the General Plan and public health, safety, and general welfare.

17.29.020 Applicability

The provisions of this Chapter apply to structures, lots, and uses that have become nonconforming by adoption of this Code as well as structures, lots, and uses that become nonconforming due to subsequent amendments to this Code or to the Zoning Map.

17.29.030 General Provisions

A. **Nonconformities, Generally.** Any lawfully established use, structure, or lot that is in existence on the effective date of this Code or any subsequent amendment but does not comply with all of the standards and requirements of this Code shall be considered nonconforming.

B. **Right to Continue.** Any use or structure that was lawfully established prior to the effective date of this Code or of any subsequent amendments to its text or to the Zoning Map may only be continued and maintained provided there is no alteration, enlargement, addition, or other change to any building or structure; no substitution, expansion, or other change including an increase in occupant load or any enlargement of the area, space, or volume occupied by or devoted to such use, except as otherwise provided in this Chapter.

1. The right to continue a nonconforming use or structure shall attach to the land and shall not be affected by a change in ownership.

2. The right to continue a nonconforming use or structure shall not apply to uses or structures deemed to be a public nuisance because of health or safety conditions.

3. The right to continue a nonconforming use shall not apply if the nonconforming use has been abandoned or vacated for the relevant period of time described in Section 17.29.080, Abandonment of Nonconforming Uses.

17.29.040 Nonconforming Lots

Any lot that is smaller than the minimum lot size required by this Code or does not meet the applicable dimensional requirements shall be considered a lawful nonconforming lot if it is shown on a duly recorded subdivision map or if a certificate of compliance has been issued for the lot.

A. A nonconforming lot may be used as a building site subject to compliance with all applicable requirements, unless a variance or other waiver, minor deviation, or exception is approved as provided for in this Code.

B. A nonconforming lot shall not be further reduced in area, width, or depth, unless such reduction is allowed pursuant to a provision of the Municipal Code, required as part of a public improvement, or otherwise specifically allowed pursuant to State law.

17.29.050 Maintenance of and Alterations and Additions to Nonconforming Structures

Lawful nonconforming structures may be continued and maintained in compliance with the requirements of this Section unless deemed by the Building Official to be a public nuisance because of health or safety conditions.

A. **Maintenance and Repairs.** Structural and nonstructural maintenance, repair, and interior alterations to a nonconforming structure are permitted if the changes and improvements do not enlarge the structure, change the building footprint, or increase building height.

B. **Alterations and Additions.** Alterations and additions to nonconforming structures are allowed if the alteration or addition complies with the development standards of this Code and there is no increase in the discrepancy between existing conditions and the requirements of this Zoning Code (i.e. there is no increase in the nonconformity), except as provided below.

   1. ***Nonconforming Heights and Setbacks.*** Nonconforming heights and setbacks may be maintained and horizontally extended along the extent of the existing encroachment, and shall not be considered an increase in the discrepancy, provided a new encroachment is not created.

C. **Nonconforming Signs.** Lawfully established signs that do not conform to the requirements of this Code may only be maintained in compliance with the requirements of Chapter 17.33, Signs on Private Property.

17.29.060 Repair and Replacement of Damaged or Destroyed Nonconforming Structures

A nonconforming structure that is damaged or partially destroyed by fire, explosion, earthquake, or natural disaster which is not caused by an act or deliberate omission of a property owner, their agent, or

person acting on their behalf or in concert with, may be restored or rebuilt subject to the following provisions.

A. **Restoration When Damage is 50 Percent or Less of Value.** If the cost of repair or reconstruction is less than or equal to 50 percent of its value immediately prior to such damage, as determined by the Chief Building Official in accordance with the provisions of the Uniform Building Code, replacement of the damaged portions of the structure is allowed by right provided that the replaced portions are the same size, extent, and configuration as previously existed and the use, whether conforming or nonconforming, may be resumed.

B. **Restoration When Damage Exceeds 50 Percent of Value.** If the cost of repair or reconstruction exceeds 50 percent of its value immediately prior to such damage, as determined by the Chief Building Official in accordance with the provisions of the Uniform Building Code, the land and building shall be subject to all of the requirements of this Code, except as provided below.

1. ***Non-residential Uses and Structures.*** Any nonconforming use must permanently cease and the structure shall only be restored and used only in compliance with the requirements of this Code.

2. ***Residential Uses and Structures.*** Nonconforming residential uses may be reconstructed, restored, or rebuilt up to the size and number of dwelling units prior to the damage and the nonconforming use, if any, may be resumed provided the rebuilt development complies with all current design and property development standards.

    a. *Timing.* Building permits must be obtained within one year of the date of the damage or destruction and construction shall start within 180 days and diligently pursued to completion unless another time period is specified through Conditional Use Permit approval.

17.29.070 Expansions, Changes, and Substitutions of Nonconforming Uses

Nonconforming uses shall not be expanded, moved, or changed except as provided below.

A. **Expansion.**

1. ***Residential Use.*** Nonconforming residential uses may be enlarged and expanded provided no new dwelling units are created, unless exempted pursuant to State law.

2. ***Nonresidential Use.*** Nonconforming nonresidential uses shall not be expanded.

B. **Change in Tenancy, Ownership, or Management.** Any nonconforming use may change ownership, tenancy, or management where the new use is of the same use classification as the previous use, as defined in Chapter 17.58, Use Classifications.

C. **Change from Nonconforming to Permitted Use.** Any nonconforming use may be changed to a use that is allowed by right in the zoning district in which it is located and complies with all applicable standards for such use. Once a nonconforming use has been changed, it shall not be reestablished.

D. **Absence of Permit.** Any use that is nonconforming solely by reason of the absence of a permit or approval may be changed to a conforming use by obtaining the appropriate permit or approval.

E. **Nonconforming Uses in Damaged or Destroyed Structures.**

1. ***Nonconforming Uses in Nonconforming Structures.*** Where a nonconforming use is located within a nonconforming structure and the nonconforming structure is damaged or destroyed, the nonconforming use may only be resumed as allowed pursuant to Section 17.29.060, Repair and Replacement of Damaged or Destroyed Nonconforming Structures.

2. ***Nonconforming Uses in Conforming Structures.*** Where a nonconforming use is located within a conforming structure and the conforming structure is damaged or destroyed, the nonconforming use may only be resumed as follows.

a. *When Structure Damage is 50 Percent or Less of Value.* If the cost of repair or reconstruction of the structure is less than or equal to 50 percent of its value immediately prior to such damage, as determined by the Chief Building Official in accordance with the provisions of the Uniform Building Code, the nonconforming use may be resumed.

b. *When Structure Damage Exceeds 50 Percent of Value.* If the cost of repair or reconstruction of the structure exceeds 50 percent of its value immediately prior to such damage, as determined by the Chief Building Official in accordance with the provisions of the Uniform Building Code, any nonconforming residential use may be resumed up to the same number of dwelling units prior to the damage. Any nonconforming nonresidential use must permanently cease.

17.29.080 Abandonment of Nonconforming Uses

No nonconforming use may be resumed, reestablished, reopened or replaced by any other nonconforming use after it has been abandoned or vacated for a period of 90 days as established by one or more of the following:

A. The site is vacated;

B. The business license or home business license lapses;

C. Utilities are terminated;

D. The lease is terminated; or

E. Similar evidence.

Chapter 17.30 Oak Tree Preservation

17.30.010 Intent and Purpose

By enacting this Chapter of the Rocklin Municipal Code, to be known as the Rocklin Oak Tree Preservation Ordinance the City Council finds that oak woodlands constitute a valuable natural resource within the City. They provide habitat for wildlife; they contribute to the City's beauty and varied scenery; they provide shade in parks as well as in developed areas; and they enrich soils and protect watersheds and streams from erosion. Oak woodlands have declined substantially in extent and quality, both locally and regionally. They are continuing to decline under pressures of range forage improvement, flood control, fire suppression and urbanization. The goal of this Chapter is to address the decline of oak woodlands due to urbanization through a considered attempt to balance against the social benefits of private property ownership and development. To reach this goal, this Chapter implements a comprehensive design review process for new development, offers incentives for oak tree preservation, and provides feasible alternatives and options to removal where practicable. This Chapter is enacted in furtherance of Rocklin General Plan/Open Space Conservation and Recreation Element Policies 1 and 4.

17.30.020 Definitions

Within the context of this Chapter, the following words and phrases shall have the meaning given below, unless otherwise specifically provided:

A. "Developed lot" means the following:

1. A lot zoned for single-family, duplex or triplex development, and subdivided down to its ultimate size consistent with the zone, with or without on-site improvements, but with completed subdivision improvements;

2. A lot zoned for multifamily, commercial or industrial use for which all discretionary entitlements, as well as design review approval under Chapter 17.43, Design Review, have been approved and are effective. "Developed lot" shall not mean any lot which otherwise meets the requirements of this paragraph, but for which another discretionary entitlement, or a modification to an existing entitlement is being requested. Such lots shall be treated as undeveloped lots under this Chapter.

B. "Guidelines" means the oak tree preservation guidelines adopted pursuant to Section 17.30.120 of this Chapter.

C. "Heritage tree" means any oak tree with TDBH of twenty-four inches or more and which is of good or fair quality in terms of health, vigor of growth and conformity to generally accepted horticultural standards of shape for its species.

D. "Oak tree" or "tree" means an oak tree with a TDBH of six inches or more and of a species identified in the oak tree preservation guidelines by resolution of the City Council as native to the Rocklin area.

E. "Property" means a lot or contiguous or noncontiguous lots, which, taken together, are proposed for development of a single project, whether or not phased.

F. "Removed," with reference to an oak tree, means the physical removal of the tree from the ground or the willful injury, trimming, disfiguring or other harmful action which leads directly to physical removal or creates such a condition that makes disease likely or results in a significant risk of injury to persons or property.

G. "Surveyed trees" means all trees which are included in the arborist's tree survey required for a proposed project and are not located within an existing or proposed open space and conservation easement.

H. "TDBH" means trunk diameter of an oak tree at breast height, which is a point located four and one-half feet above the root crown. TDBH of multi-trunk trees shall be the TDBH of the largest trunk only.

I. "Transplanted trees" means a tree which is moved from a field grown location and replanted in a new location. Transplanted trees are not nursery grown container plants.

J. "Undeveloped property" means any property or lot which is not a developed lot.

17.30.030 Prohibition

No person shall remove an oak tree located wholly or partially within the City unless the requirements of this Chapter are fully met and a permit has been obtained from the Director.

17.30.040 Developed lot—Removal of Oak Tree—Permit

A. No oak tree shall be removed from a developed lot without first obtaining from the Director an Oak Tree Removal Permit.

B. The Director shall prepare and issue a form for making application for an Oak Tree Permit. The form shall require the following information:

1. Condition of the tree;

2. Plot plan of the lot;

3. Reason and objective for removal;

4. Signature of the owner of the property on which the tree is located requesting or consenting to the removal;

5. Any other information as determined by the Director to be necessary or convenient to evaluate the request.

C. Application for an oak tree removal permit shall be made by filing a completed application form with the Director.

D. Within ten days of receipt of the application, the Director or his authorized representative shall meet with the applicant to discuss the proposed tree removal and investigate alternative means to obtain the objective while minimizing the impact on the tree. One meeting shall be mandatory; additional meetings may be held if mutually agreed.

17.30.050 Developed Lot—Removal of Oak Tree—Single-family, Duplex and Triplex

A. With respect to tree removal applications for single-family residential, duplex or triplex developed lots, the Director shall issue the permit after conclusion of the meetings described in Section 17.30.040(D), unless the applicant voluntarily withdraws the application.

B. If the applicant does not withdraw the application and the permit is to be issued, the applicant shall be required to mitigate the impact of the tree removal as described below:

1. If the Director determines that the tree is dead or diseased to such an extent, or is in such a manner that the tree poses a risk of injury to person or property, no mitigation shall be required.

2. If the Director determines that the tree is healthy, the applicant shall mitigate removal of the tree in one or a combination of the following ways, at the applicant's option:

a. Replacing each heritage oak tree removed with five trees on site, and each nonheritage tree removed with two trees on site; provided, that the maximum number of replacement trees required to be planted on any one lot shall not exceed five. The species, size and planting location of the replacement trees shall be in accordance with the guidelines;

b. Payment of a fee for each tree removed in an amount set by resolution of the City Council into the Rocklin Oak Tree Preservation Fund.

17.30.060 Developed Lot—Removal of Oak Tree—Multifamily, Commercial and Industrial

With respect to applications for a tree removal permit for multifamily, commercial or industrial developed lots, the Director shall take action on the application at the conclusion of the meeting described in Section 17.30.040(D) in one of the following ways:

A. If the Director determines that the tree proposed for removal is healthy, the permit shall be denied.

B. If the Director determines that the tree is dead or diseased to such an extent or in such a manner that the tree poses a risk of injury to persons or property, the permit shall be issued, and the applicant shall be required to mitigate the impact of the tree removal in one or a combination of the following ways, at the option of the Director:

1. Replacing each tree removed with one tree on site, the species, size and planting location of the replacement tree to be in accordance with the guidelines;

2. Payment of the fee for each tree removed in an amount set by resolution of the City Council into the Rocklin Oak Tree Preservation Fund.

17.30.070 Undeveloped Property—Tree Preservation Plan Permit

A. Preservation and removal of healthy oak trees from undeveloped property shall be addressed in the development application review process, and shall be governed by the guidelines adopted under Section 17.30.120. Removal of oak trees from undeveloped property shall require mitigation.

B. No healthy oak tree shall be removed from such property until the review process is completed, improvement/grading plans have been issued, and a tree preservation plan permit has been issued.

C. Application for a tree preservation plan permit shall be made on forms issued by the Director. Completed applications shall be filed, processed and acted upon as part of the project development application.

D. The body issuing a tree preservation plan permit shall require mitigation for the removal as a condition of the permit and approval of the project. Required mitigation shall be governed by Sections 17.30.090 and 17.30.100 and the guidelines.

E. A bond or other security instrument in an amount not less than 10,000 dollars shall be required as a condition of issuance of the permit to protect those trees identified for preservation during the construction period. The form and amount of the security instrument shall be specified by the permit issuing body and approved by the City Attorney. No grading or other on-site work shall be permitted until the security is posted.

F. Notwithstanding any other provision of this Section, a property owner may apply for an oak tree removal permit to remove a dead, dying or diseased oak tree from an undeveloped property where no tree preservation plan permit is pending.

1. With respect to applications for a tree removal permit for dead, dying or diseased trees on undeveloped lots, the Director shall take action on the application at the conclusion of the meeting described in Section 17.30.040(D) in one of the following ways.

    a. If the Director determines the oak tree is dead, dying or diseased to such an extent or in such a manner that the tree poses a risk of injury to persons or property, the oak tree removal permit shall be issued. No mitigation shall be required for removing a dead, dying or diseased tree from an undeveloped property.

    b. If the Director determines that the oak tree is not dead, dying or diseased the application shall be denied.

17.30.080 Emergency Removal of Dangerous Trees

Notwithstanding any other provisions of this Chapter to the contrary, the Director may authorize the immediate removal of any oak tree upon the written request of the owner or other person in legal possession of the property and upon making a determination that the tree, because it is dead or diseased, poses an immediate risk of injury to persons or property which risks cannot feasibly be removed in any other manner. The owner thereafter shall be required to mitigate the tree removal in accordance with the provisions of this Chapter.

17.30.090 Mitigation—General

A. All required tree mitigation shall conform to the guidelines and the following policies:

B. On-site mitigation through native oak tree replacement is the preferred mitigation method.

C. The location and condition under which replacement trees are planted must be carefully selected to allow for practicable and feasible future development to minimize the likelihood that future tree removal is not required, and to maximize the likelihood that the replacement trees will survive and thrive.

D. The ideal age and size of a replacement tree shall be as specified in the guidelines.

E. Transplanted trees, whether from on-site or off-site, may be accepted as replacement trees, but shall be given a discounted value, as specified in the guidelines, based on anticipated survival rates, as compared with nursery stock. The discounted value specified in the guidelines shall be reviewed from time to time.

F. Any replacement tree, including a transplanted tree, which dies within five years of being planted must be replaced on a one to one basis.

G. Where mitigation formulas use percentages, results will always be rounded up to the next whole number percentage.

17.30.100 Mitigation—Undeveloped Property

A. Tree mitigation for undeveloped property shall conform to the following policies:

B. On property within a Commercial and Mixed Use Zone or an Employment Zone, the following incentives shall be applied, upon request:

1. Defer City Traffic Mitigation and Capital Facilities fees as follows:

a. Saving 25 percent to 49 percent of the surveyed oak trees defers fee payment for three months.

b. Saving 50 percent to 74 percent of the surveyed oak trees defers fee payment for six months.

c. Saving 75 percent to 99 percent of the surveyed oak trees defers fee payment for nine months.

d. Saving 100 percent of the surveyed oak trees defers fee payment for 12 months.

C. The following mitigation requirements shall apply for all undeveloped property:

1. Where not more than 20 percent of the TDBH of all the surveyed oak trees, and not more than 20 percent of the total number of surveyed oak trees on the property are to be removed, each tree shall be replaced on a two-to-one tree replacement ratio (two trees planted on-site for each tree removed).

2. Where more than 20 percent of the TDBH of all the surveyed oak trees or more than 20 percent of the total number of surveyed oak trees on the property are to be removed, each inch of TDBH removed in excess of 20 percent of the TDBH of all the surveyed oak trees shall be replaced with an equal number of inches of TDBH of replacement trees, but in no event shall the number of replacement trees be less than twice the number of trees removed (two to one).

3. The species, size and planting location of the replacement trees shall be in accordance with the guidelines.

4. Where on-site replacement is not feasible, mitigation shall be by off-site replacement, land dedication or payment of a fee in an amount set by resolution of the City Council into the Rocklin Oak Tree Preservation Fund. Where partial mitigation is by on-site or off-site replacement, or land dedication, the fee shall be appropriately prorated.

17.30.110 Rocklin Oak Tree Preservation Fund

A. There is within the City treasury a separate fund to be known as the Rocklin Oak Tree Preservation Fund.

B. There shall be deposited in the fund all fees paid in connection with the mitigation of trees removed under this Chapter or otherwise, plus any moneys received from bond forfeitures and enforcement actions to the extent allowed by law.

C. The Council shall transfer from the general fund to the Oak Tree Preservation Fund a total amount of 30,000 dollars. The transfer shall be in three 10,000 dollar increments and shall be made with the adoption of the City budget in each of the three succeeding fiscal years following the effective date of the ordinance codified in this Chapter, enacting this Chapter; provided, that if the Council, in its sole discretion, finds that the transfer should not be made in any one or more of those fiscal years due to budgetary constraints, the transfer for that year shall be postponed as directed by the Council.

D. Expenditures from the fund shall be limited to the following: (1) acquisition of land deemed appropriate for oak tree reforestation; (2) acquisition, planting and maintenance of oak trees; (3) compensation of arborists retained by the City in connection with the administration of this Chapter and any related program; (4) oak tree preservation educational programs; (5) administration and enforcement of this Chapter.

17.30.120 Oak Tree Preservation Guidelines

A. The Council shall adopt, by resolution, guidelines to aid in the administration and implementation of this Chapter, to be known as the Rocklin Oak Tree Preservation Guidelines.

B. The guidelines shall address each of the following issues:

1. A tree removal permit application process for the review of tree removal proposals on developed lots;

2. A tree preservation plan permit application process for the review of development proposals of undeveloped property;

3. A method of determining the amount of a bond or other security instrument required by Section 17.30.070(E) to guarantee protection of all oak trees designated for preservation during the project construction period;

4. Required mitigation for tree removal on undeveloped property consistent with and as more fully described in Sections 17.30.090 and 17.30.100;

5. Requirement that special attention be given to the preserving of heritage oak trees;

6. A list of native and hybrid oaks recommended as replacement trees;

7. Any other issues the Council deems appropriate relating to oak tree preservation.

17.30.130 Violations and Penalties

A. Violation of this Chapter shall be punishable as a misdemeanor or an infraction at the discretion of the City Attorney.

B. In addition to the provisions of Subsection A of this Section, violation of this Chapter for failure to obtain a tree removal or tree preservation plan permit prior to removing a tree shall be punishable by an order for restitution and/or the payment of triple mitigation fees.

C. In addition to the provisions of Subsection A of this Section, violation of the terms or conditions of a tree removal or tree preservation plan permit shall be punishable by forfeiture of the security provided under Section 17.30.070(E), and order for restitution.

Chapter 17.31 Off-Street Parking

17.31.010 Purpose

The purposes of the off-street parking regulations are to:

A. Ensure that adequate off-street parking facilities are provided for new land uses and alterations to existing uses;

B. Minimize the negative environmental and design impacts that can result from parking areas;

C. Ensure that adequate bicycle parking facilities are provided;

D. Establish standards and regulations for safe and well-designed parking and vehicle circulation areas that minimize conflicts between pedestrians and vehicles within parking lots and, where appropriate, create buffers from surrounding land uses; and

E. Offer flexible means of minimizing the amount of area devoted to parking by allowing reductions in the number of required spaces in situations expected to have lower vehicle parking demand.

17.31.020 Applicability

The requirements of this Chapter apply to the establishment, alteration, expansion, or change in any use or structure, as provided in this Section.

A. **New Buildings and Land Uses.** Parking in accordance with this Chapter shall be provided at the time any main building or structure is erected or any new land use is established.

B. **Existing Buildings and Land Uses.**

1. ***Change of Use of Existing Buildings.*** When a new use is established in an existing building, additional off-street parking shall be provided when a change in use creates an increase of 30 percent or more in the number of required off-street parking spaces unless a parking reduction is approved pursuant to Section 17.31.050, Parking Reductions. Additional off-street parking shall be provided for the change in use and not for the entire building or site.

2. ***Additions or Expansions of Existing Buildings.*** When an addition or expansion of floor area creates an increase of 10 percent or more in the number of required off-street parking spaces, additional off-street parking shall be provided for the increased square footage and not for the entire building or site.

3. Existing parking that is not in excess of the required spaces shall be maintained.

4. A change in occupancy is not considered a change in use unless the new occupant is in a different use classification as defined in Chapter 17.58, Use Classifications, than the former occupant.

5. Additional parking spaces are not required for the reconstruction of an existing building when there is no increase in floor area.

C. **When Constructed.** Parking facilities required by this Chapter shall be constructed or installed prior to the issuance of a Certificate of Occupancy for the uses that they serve.

17.31.030 General Provisions

A. **Existing Parking to be Maintained.** No existing parking serving any use may be reduced in amount or changed in design, location or maintenance below the requirements for such use, unless equivalent substitute facilities are provided. This provision does not apply to stalls converted to accommodate ADA parking.

B. **Nonconforming Parking.** An existing use of land or structure shall not be deemed to be nonconforming solely because of a lack of parking facilities required by this Chapter, provided that facilities used for parking as of the date of adoption of this Code are not reduced in number to less than what this Chapter requires.

C. **Accessibility.** Parking areas must be accessible for its intended purpose during all hours of operation.

D. **Electric Vehicle Charging Retrofits.**

1. For an existing developed site, the installation of electric vehicle charging spaces and associated equipment may reduce the number of existing parking spaces below the minimum otherwise required by this Chapter, provided that:

   a. The reduction is limited to the minimum necessary to accommodate electric vehicle charging spaces and associated infrastructure, including required access aisles, charging equipment, electrical equipment, protective devices, and similar improvements; and

   b. The resulting number of parking spaces shall not be less than 90 percent of the minimum number otherwise required for the site, unless a greater reduction is approved pursuant to Section 17.31.050, Parking Reductions, or is otherwise permitted by State law.

2. Parking spaces equipped with electric vehicle charging facilities shall continue to count toward the minimum parking requirement to the extent permitted by State law.

17.31.040 Required Parking Spaces

A. **Minimum Number of Spaces Required.** Each land use shall be provided at least the number of parking spaces stated in Table 17.31.040, Required Number of Parking Spaces. The parking requirement for any use not listed in Table 17.31.040 shall be determined by the Director based upon the requirements for the most similar comparable use, the particular characteristics of the proposed use, and any other relevant data regarding parking demand.

TABLE 17.31.040: REQUIRED NUMBER OF PARKING SPACES

Land Use Classification	*Required Parking Spaces*
Residential Uses	**As specified for each land use classification below**
Residential Dwelling Units	See requirements below
Single-Unit Dwelling, Detached	2 spaces/unit, of which at least 1 space per unit shall be within an enclosed garage
Single-Unit Dwelling, Attached *and* *Multi-Unit Dwellings*	Studio and 1 bedroom units: 1.5 spaces/unit, of which at least 1 space per unit shall be within an enclosed garage; 2 or more bedroom units: 2 covered spaces/unit Visitor spaces: 1 per 4 units The requirement for one covered parking space per unit, and the required visitor parking, shall be waived for all units that are made affordable, as defined by the Housing Element, to households with incomes at or below 80% of median-family income
Accessory Dwelling Unit	See Section 17.35.040, Accessory Dwelling Units and Junior Accessory Dwelling Units
Family Day Care	See requirements below
Small	None beyond what is required for the residential unit type
Large	1 for each nonresident employee plus parking required for the residential use
Group Residential	1 space per bedroom plus 1 visitor space per 4 bedrooms
Mobile Home Park/Manufactured Housing Community	2 spaces per unit plus 1 visitor space per 4 units Visitor parking spaces may be provided in parking strips on one or both sides of internal roadways
Residential Care Facilities	See requirements below
Small	None beyond what is required for the Residential Housing Type
Large	1 for every bed
Residential Facility, Assisted Living	1 for every bed
Single Room Occupancy	1 for every two SRO rooms, plus 1 for the management unit or office and 1 per employee, if any
Supportive Housing	None beyond what is required for the residential unit type
Transitional Housing	None beyond what is required for the residential unit type

TABLE 17.31.040: REQUIRED NUMBER OF PARKING SPACES	
Land Use Classification	*Required Parking Spaces*
Public/Semi-Public Uses	**1 per 250 square feet of floor area, except as specified below**
Commercial Parking	None
Community Assembly	1 for every 4 fixed seats or 1 for every 30 square feet of assembly area where no seats or where temporary or moveable seats are provided
Community Garden	None
Emergency Shelter	1 for every employee
Hospitals	2 for every bed
Low Barrier Navigation Center	1 for every employee
Skilled Nursing Facility	2 for every bed
Park and Recreation Facilities	As determined by the Director or parking study
Schools	Elementary and junior high schools: 2 per classroom, plus 60 lineal feet of loading area for every 100 students High schools: 1 per classroom, plus 1 per every 4 students, plus 60 lineal feet of loading area for every 200 students
Commercial Uses	**1 per 250 square feet of floor area plus 1 per 500 square feet of outdoor display area, except as specified below**
Automobile/Vehicle Sales and Services	Auto and Vehicle Sales Area: 1 per 1,000 square feet of indoor and outdoor display areas Service Area: 1 per 400 square feet of automobile service area (i.e., parts warehouse and sales area, customer waiting area, etc., but excluding square footage for bays) plus 1 space per bay. Vehicle parking spaces used or set aside for display of automobiles for sale need not conform to standard parking space dimensions. Such areas shall be included as part of the Design Review application, and shall be subject to review as part of the Design Review process.
Cinema/Theaters	1 for every 3 fixed seats or the number of seats possible based on the occupancy allowance of the Building Code where there is no fixed seating
Eating and Drinking Establishments	1 per 250 square feet when located in a commercial center 1 for every 3 fixed seats or the number of seats possible based on the occupancy allowance of the Building Code where there is no fixed seating. See Section 17.35.130, Outdoor Dining and Seating, for parking requirements for outdoor areas.
Farmer's Markets	None
Hotels	1 for each sleeping room, suite of rooms, or housekeeping unit Additional parking is required for ancillary uses, such as restaurants, at a rate of 70% of the parking requirement for the ancillary use
Market Garden	None

TABLE 17.31.040: REQUIRED NUMBER OF PARKING SPACES	
Land Use Classification	*Required Parking Spaces*
Retail Sales	1 per 250 square feet of floor area plus 1 per 500 square feet of outdoor display area, except as specified for Building Materials Stores below
Building Materials Stores	1 per 500 square feet of indoor and outdoor sales area
Smoking Lounge	1 for every 3 fixed seats or the number of seats possible based on the occupancy allowance of the Building Code where there is no fixed seating
Industrial Uses	**1 per 250 square feet of office floor area plus 1 per 2,000 square feet of other indoor area and any outdoor use area, except as provided below**
Mini Storage	As determined by the Director or parking study
Transportation, Communication, and Utility Uses	**1 per 250 square feet of office floor area plus 1 for every fleet vehicle**

B. **Calculation of Required Spaces.** The number of required parking spaces shall be calculated according to the following rules. Partial spaces shall be rounded up to the nearest whole number:

1. ***Floor Area***. Where a parking requirement is stated as a ratio of parking spaces to floor area, the floor area is assumed to be total floor area, unless otherwise stated. See Section 17.02.030.E, Determining Floor Area.

2. ***Employees.*** Where a parking requirement is stated as a ratio of parking spaces to employees, the number of employees shall be based on the largest shift that occurs in a typical week.

3. ***Bedrooms.*** Where a parking requirement is stated as a ratio of parking spaces to bedrooms, any room meeting the standards of the Building Code as a sleeping room shall be counted as a bedroom.

4. ***Seats.*** Where parking requirements are stated as a ratio of parking spaces to seats, each 80 inches of bench-type seating at maximum seating capacity is counted as one seat.

C. **Sites with Multiple Uses.** If more than one use is located on a site, the number of required parking spaces shall be equal to the sum of the requirements calculated separately for each use unless a reduction is approved pursuant to Section 17.31.050, Parking Reductions.

17.31.050 Parking Reductions

The number of parking spaces required by Section 17.31.040, Required Parking Spaces, may be reduced as follows.

A. **Motorcycle Parking.** Motorcycle parking may substitute for up to five percent of required automobile parking. Each motorcycle space must be at least four feet wide and seven feet deep.

B. **Shared Parking.** Where a shared parking facility serving more than one use will be provided, the total number of required parking spaces may be reduced with approval of a Minor Use Permit, if the review authority finds that:

1. The peak hours of use will not overlap or coincide to the degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces; and

2. The proposed number of parking spaces to be provided will be adequate to serve each use.

C. **Other Parking Reductions.** Required parking for any use may be reduced through approval of a Minor Use Permit as follows.

1. ***Criteria for Approval.*** The review authority may only approve a Minor Use Permit for reduced parking if it finds that:

a. Special conditions—including, but not limited to, the nature of the proposed operation; proximity to frequent transit service; transportation characteristics of persons residing, working, or visiting the site; or because the applicant has undertaken a transportation demand management program—exist that will reduce parking demand at the site; and

b. The use will be adequately served by the proposed parking.

2. ***Parking Demand Study.*** In order to evaluate a proposed project's compliance with the above criteria, submittal of a parking demand study by a licensed Traffic Engineer that substantiates the basis for granting a reduced number of spaces may be required.

17.31.060 Location of Required Parking

A. **Front and Street Side Setbacks.** Parking spaces required pursuant to this Chapter for residential uses shall not be located within a required front or street side setback.

B. **On-Site Parking Required.** Required parking shall be located on the same lot as the use it serves except as specifically allowed through permit approval.

17.31.070 Off-street Parking of Accessory Vehicles

A. **Purpose and Intent.** The parking restrictions set forth in this Section are designed to limit temporary parking, and prohibit storage of accessory vehicles, as that term is defined below, to

improve the appearance and aesthetic values of the City and to further eliminate or prevent the occurrence of potential traffic hazards.

B. **Definitions.** The words, terms, phrases, and their derivations set forth in this Section have the meanings set forth below.

1. "Accessory vehicle" means and includes campers, recreational vehicles and utility trailers as defined below and any vehicle not registered with the Department of Motor Vehicles as an operational vehicle legally allowed to operate on the road.

2. "Camper" means a structure designed to be mounted upon a motor vehicle and to provide facilities for human habitation or camping purposes.

3. "Enforcement authority" means the City Manager or designated department head, building official, code enforcement officer, or public official charged with responsibility for enforcement under this title.

4. "Recreational vehicle" means a vehicle or trailer which is capable of human habitation or designed or used for recreational camping or travel use, whether self-propelled or mounted on or drawn by another vehicle, or any structure inspected, approved and designated a recreational vehicle by and bearing the insignia of the state of California or any other state or federal agency having the authority to approve recreational vehicles. "Recreational vehicle" includes, without limitation, any of the following: (1) camp trailer, as defined by California Vehicle Code Section 242; (2) fifth-wheel travel trailer, as defined by California Vehicle Code Section 324; (3) house car, as defined by California Vehicle Code Section 362; (4) trailer coach, as defined by California Vehicle Code Section 635; (5) mobile home, as defined by California Vehicle Code Section 396; (6) boat, watercraft, and/or a trailer for a boat or watercraft; (7) trailers designed to carry persons, property or animals on its own structure and to be drawn by a motor vehicle; and (8) recreational vehicle, as defined by California Health and Safety Code Section 18010.

5. "Store" or "stored" means parking in a location on three consecutive days or nine intermittent days within a 30-day period at any point in time.

6. "Utility trailer" means a nonmotorized vehicle designed to carry persons, property, animals, waste, materials, watercraft, or any other items on its own structure and to be drawn by another motor vehicle which is not designed for recreational purposes.

C. **Use Limitations.** No person shall use any accessory vehicle for living or sleeping purposes, or as a principal place of business operations except as specifically provided in this Title 17. Utility connections for water, sewer, or power shall be prima facie evidence of occupancy as a residence or business, except for the temporary (24 hours) use of power to recharge batteries or service appliances.

D. **Location Limitations.** It is a violation of this Section to store an accessory vehicle in any zoning district at the following locations, except as provided in Subsection F, Exceptions, below:

1. In any front yard or street side yard setback in any zone including driveways;
2. On a public street in any zone; or
3. In any required off-street parking area in any Commercial and Mixed Use or Employment Zone.

If an accessory vehicle is stored on private property in violation of this Section, both the accessory vehicle owner and private property owner, if different persons or entities, shall be in violation of this Section.

E. An accessory vehicle shall be considered "stored" for the purposes of this Section if it is stored in any single location or combination of locations described in Section 17.31.070.D, above. It shall be prima facie evidence of a "stored" accessory vehicle if the enforcement authority has documented the presence of the accessory vehicle at any single prohibited location or combination of prohibited locations at any point in time on three consecutive days or nine intermittent days within a 30-day period.

F. **Exceptions.**

1. Off-street parking area in any Commercial and Mixed Use or Employment Zone specifically approved to serve a business whose primary purpose is to service, sell, repair or perform maintenance upon an accessory vehicle.
2. Mobile or portable structures for city, county, state, and federal government use are permitted in all zones.
3. Construction site temporary offices may be located pursuant to Section 17.24.030, Construction Site Temporary Offices.
4. A motor home or mounted camper which is normally used for everyday transportation, is mounted on a one ton or less pickup, and is not more than nine feet in height measured from the surface of the street.
5. A person who has been granted a reasonable accommodation from this Section under Chapter 17.47, Reasonable Accommodation.

G. **Enforcement.** Violation of this Section is deemed to be an infraction and is punishable as such pursuant to Title 1 of the Rocklin Municipal Code, or at the discretion of the enforcement authority or City Attorney, may be punishable by the use of any other criminal, civil or administrative remedy or penalty authorized by, or set forth in, the Rocklin Municipal Code.

17.31.080 Parking Limitations in Single-Unit Dwelling Areas

A. **Off-Street Parking Limitations.**

1. No more than six vehicles may be parked at any time in the combined front yard and street side yard area between the residence and the street at a single-family dwelling unit. If a violation of this requirement results in a citation, each vehicle over the allowed six vehicles shall be treated as a separate citation.

2. Exception. Temporary parking of seven or more vehicles shall be permitted in the combined front yard and street side yard area between the residence and the street at a Detached Single-Unit Dwelling for a period not to exceed 72 consecutive hours for any purpose, up to a combined total of five days within any 30-day period.

3. Seven or more vehicles observed to be parked for a period of six days within any 30-day period in the combined front yard and street side yard area between the residence and the street shall be prima facie evidence of parking vehicles in violation of this Section.

4. A household may request to have more than six vehicles in the combined front yard and street side yard area between the residence and the street at a Detached Single-Unit Dwelling by submitting an exemption application to the Community Development Director for consideration. Annual exemptions shall be issued if the applicant can demonstrate:

    a. That the requested number of vehicles to be parked in the area between the residence and the street is less than or equal to the number of licensed drivers who reside at the dwelling unit;

    b. Each resident's driver's license has the same address as that where the vehicle is to be parked; and

    c. Each vehicle has current registration at the same address where the vehicle is to be parked.

If granted, exemptions will be applicable for up to one year from the date of their approval and households are required to reapply for renewal on an annual basis. An exemption application form, available at the Community Development Department, must be completed and submitted with the required documentation.

17.31.090 Commercial Vehicle Parking in Residential Zones

A. No commercial vehicle as defined in Vehicle Code section 15210, or trailer as defined in Vehicle Code section 630, or utility trailer as that term is defined above in Section 17.31.070.B, exceeding nine feet in height or 25 feet in length for a single vehicle, or 35 feet in combined total length

when attached to another vehicle or trailer, shall park between the hours of six p.m. and six a.m. on private property or public rights-of-way within a Residential Zoning District.

B. This prohibition shall not apply to any commercial vehicle making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on a public street or highway within the City or delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure within the City for which a building permit has previously been obtained.

C. Violation of this Section is deemed to be an infraction and is punishable pursuant to Chapter 1.18 of this code, or by administrative citation pursuant to Chapter 1.14 of the Rocklin Municipal Code.

17.31.100 Parking Area Design Standards

All parking areas shall be designed and developed consistent with adopted City standards and the following standards.

A. **Tandem Parking.** Tandem parking may be permitted to satisfy parking requirements in accordance with the following.

1. No more than two vehicles shall be placed one behind the other.
2. Both spaces shall be assigned to a single dwelling unit or non-residential establishment.
3. Tandem parking shall not be used to meet the guest parking requirement.

B. **Minimum Driveway Length.** Driveways used to access any enclosed structure (such as a garage) shall be a minimum of 18 feet in length as measured from the public right-of-way to the structure's access door, except for driveways on alleys as provided below.

1. Detached garages must be setback from the rear property line either five feet, to prevent parking in front of the garage door and blocking the alley, or 20 feet or greater, to allow parking on the driveway and out of the alley.

C. **Dimensions of Parking Spaces in Garages and Carports.** Parking spaces located in a garage or carport shall not be less than 10 feet in width and 20 feet in length.

D. **Compact Parking Spaces.** Up to 30 percent of the required number of parking spaces for nonresidential development and up to 30 percent of the required visitor spaces for residential development may be compact spaces. A greater percentage of compact parking spaces may be allowed pursuant to Design Review approval.

E. **Parking Area Landscaping.** Parking areas designed to accommodate six or more vehicles must be landscaped in accordance with the following.

1. ***Landscape Area Required.*** A minimum of five percent of uncovered parking lot area (i.e. not under a solar canopy or other cover) shall be landscaped.

2. ***Minimum Planter Dimension.*** No landscape area smaller than four feet in any horizontal dimension, excluding curbing, shall count toward required landscaping.

3. ***Layout.*** Landscaped areas shall be well-distributed throughout the parking lot area. Parking lot landscaping may be provided in any combination of:

    a. Landscaped planting strips at least four feet wide between rows of parking stalls;

    b. Landscaped planting strips between parking areas and adjacent buildings or internal pedestrian walkways;

    c. Landscaped islands located between parking stalls or at the ends of rows of parking stalls; and

    d. On-site landscaping at the parking lot perimeter.

4. ***Required Landscaped Islands.*** A landscaped planter containing at least one 15-gallon tree shall be provided every five parking spaces in a row of uncovered parking stalls. The Review Authority may approve a reduction in the required number of trees where the applicant demonstrates, through a shade analysis or other documentation acceptable to the City, that the parking lot and drive aisles will achieve a minimum of fifty percent (50%) shade coverage at tree maturity.

5. ***Landscaped Buffer Adjacent to Right-of-Way.*** A landscaped area at least five feet wide shall be provided between any surface parking area and any property line adjacent to a public street.

6. ***Landscaped Buffer Abutting Interior Lot Line.*** A landscaped area at least three feet wide shall be provided between any surface parking area and any adjacent lot for the length of the parking area except where abutting a Residential Zone boundary, the landscaped area shall be at least five feet wide for the length of the parking area.

7. ***Protection of Vegetation.***

    a. *Clearance from Vehicles.* All required landscaped areas shall be designed so that plant materials, at maturity, are protected from vehicle damage by providing a minimum two-foot clearance of low-growing plants where a vehicle overhang is permitted, or by wheel stops set a minimum of two feet from the back of the curb.

    b. *Planters.* All required parking lot landscaping shall be within planters bounded by a concrete curb at least six inches wide and six inches high. Curbs separating

landscaped areas from parking areas shall be designed to allow stormwater runoff to pass through.

8. ***Visibility and Clearance.*** Parking area landscaping shall comply with Section 17.24.120, Visibility at Driveways and Intersections.

a. Landscaping in planters at the end of parking aisles shall not obstruct driver's vision of vehicular and pedestrian cross-traffic.

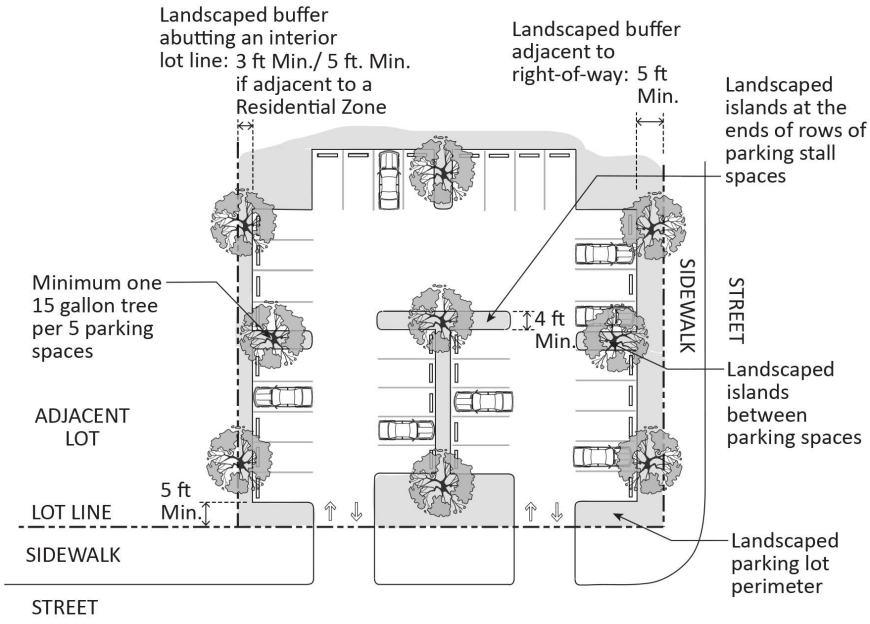


FIGURE 17.31.100.E: PARKING LOT LANDSCAPING

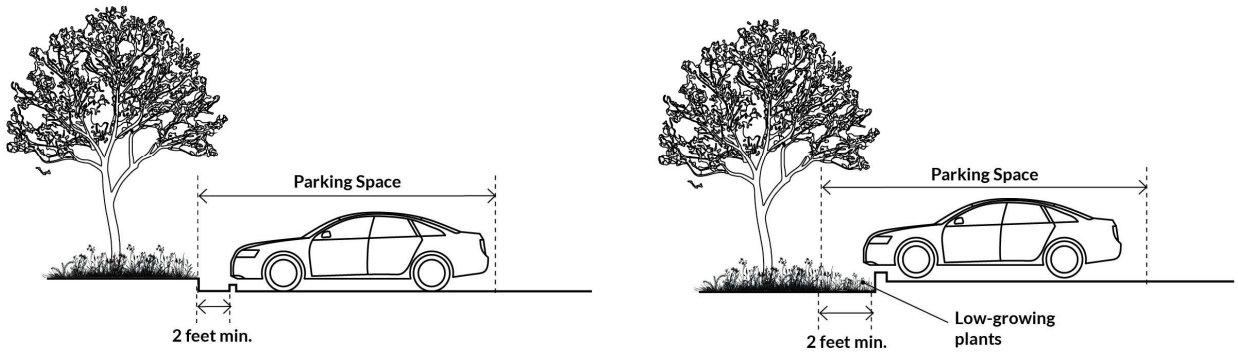


FIGURE 17.31.100.E.2: CLEARANCE FROM VEHICLES

F. **Alternative Parking Area Designs.** Alternative parking area designs may be approved with a Minor Deviation pursuant to Chapter 17.46, Minor Deviations, where the review authority finds that variations in the requirements of this Section are warranted to achieve environmental design and green building objectives, including but not limited to achieving certification under the LEED Green Building Rating System or equivalent.

G. **Maintenance.** Parking lots, including landscaped areas, driveways, and loading areas, shall be maintained free of refuse, debris, or other accumulated matter and shall always be kept in good repair.

Chapter 17.32 Performance Standards

17.32.010 Purpose

The purposes of this Chapter are to:

A. Establish permissible limits and permit objective measurement of nuisances, hazards, and objectionable conditions;

B. Ensure that all uses will provide necessary control measures to protect the community from nuisances, hazards, and objectionable conditions; and

C. Protect industry from arbitrary exclusion from areas of the City.

17.32.020 Applicability

The minimum requirements in this Chapter apply to all land uses in all districts except the following uses and activities are exempt from compliance with the requirements of this Chapter:

A. Legal nonconforming uses, which have an established right not to comply with the provisions of this Chapter.

B. Special events with approved Special Event Permits or other required permits, where such activities otherwise comply with other applicable provisions of this Code and the Rocklin Municipal Code.

C. Any emergency activity on the part of the City or a private party.

D. Temporary construction activity where such activity is explicitly regulated by and in conformance with other regulations of the Municipal Code.

E. Other uses and activities as otherwise specified in this Code.

17.32.030 General Standard

Land or buildings shall not be used or occupied in a manner creating any dangerous, injurious, or noxious fire, explosive or other hazard that would adversely affect the surrounding area.

17.32.040 Measurement of Impacts

Unless otherwise stated, measurements necessary for determining compliance with the standards of this Chapter shall be taken at the lot line of the establishment or use that is the source of a potentially objectionable condition, hazard, or nuisance.

17.32.050 Air Contaminants

Uses, activities, and processes shall not operate in a manner that emits excessive dust, fumes, smoke, or particulate matter, unless authorized under federal, State, or local law. Sources of air emissions shall comply with all rules established by the Environmental Protection Agency (Code of Federal Regulations, Title 40), the California Air Resources Board, and the Placer County Air Pollution Control District.

17.32.060 Electromagnetic Interference

No use, activity or process shall cause electromagnetic interference with normal radio and television reception, or with the function of other electronic equipment beyond the lot line of the site in which it is situated. All uses, activities and processes shall comply with applicable Federal Communications Commission regulations.

17.32.070 Glare

No use shall be operated such that significant, direct glare, incidental to the operation of the use is visible beyond the boundaries of the lot where the use is located.

17.32.080 Fire and Explosive Hazards

All activities, processes and uses involving the use of, or storage of, flammable and explosive materials shall be provided with adequate safety devices against the hazard of fire and explosion. Firefighting and fire suppression equipment and devices standard in industry shall be approved by the Fire Department. All incineration is prohibited with the exception of those substances such as, but not limited to, chemicals, insecticides, hospital materials and waste products, required by law to be disposed of by burning, in which case incineration shall be conducted in accordance with all local, state and federal regulations, and those instances where the Fire Department deems it a practical necessity.

17.32.090 Hazardous and Extremely Hazardous Materials

The use, handling, storage and transportation of hazardous and extremely hazardous materials shall comply with the provisions of the California Hazardous Materials Regulations and the California Fire and Building Codes, as well as the laws and regulations of the California Department of Toxic Substances Control and the County Environmental Health Agency. Activities, processes, and uses shall not generate or emit any fissionable or radioactive materials into the atmosphere, a sewage system, storm drain system, or onto the ground .

17.32.100 Heat and Humidity

Uses, activities, and processes shall not produce any emissions of heat or humidity that cause distress, physical discomfort, or injury to a reasonable person, or interfere with ability to perform work tasks or conduct other customary activities. In no case shall heat emitted by a use cause a temperature increase in excess of five degrees Fahrenheit on another property.

17.32.110 Liquid or Solid Waste

A. **Discharges to Water or Sewers.** Liquids and solids of any kind shall not be discharged, either directly or indirectly, into a public or private body of water, sewage system, storm drain system, watercourse, or into the ground, except in compliance with applicable regulations of the California Regional Water Quality Control Board (California Administrative Code, Title 23, Chapter 3 and California Water Code, Division) and any other agency as shall have jurisdiction of such activities.

B. **Containment.** Waste shall be handled and stored so as to prevent nuisances, health, safety and fire hazards, and to facilitate recycling. Material, including but not limited to paper products, plastic, dirt, sand, lime, seed, bran, chaff, wood refuse, and other readily transportable compounds, shall be contained in a way it cannot be tracked or carried by wind off-site. Closed containers shall be provided and used for the storage of any materials which by their nature are combustible, volatile, dust, or odor producing or edible or attractive to rodents, vermin, or insects.

17.32.120 Vibration

No use shall be operated in a manner which produces vibrations discernible without instruments at any point on the property line of the lot on which the use is located. Vibrations from temporary construction, demolition, and vehicles that enter and leave the subject parcel (e.g., construction equipment, trains, trucks, etc.) are exempt from this standard.

Chapter 17.33 Signs on Private Property

17.33.010 Purpose and Intent

A. The purpose of this Chapter is to encourage signs which are integrated with, and harmonious to, the buildings and sites which they occupy, to eliminate excessive and confusing sign displays, to preserve and improve the appearance of the City as a place in which to live and to work and as an attraction to nonresidents who come to visit or trade, and to restrict signs which increase the probability of accidents by distracting attention or obstructing vision.

B. In adopting this Chapter, the City Council finds that excessive and inappropriate signage has an adverse impact on the overall visual appearance of a City, and can increase risks to traffic and pedestrians. Proper sign control will safeguard and preserve the health, property and public welfare of Rocklin residents through prohibiting, regulating and controlling the design, location and maintenance of signs.

C. The regulations established by this Chapter are intended to appropriately limit the placement, type, size, and number of signs allowed within the City, and to require the proper maintenance of signs. By adopting this Chapter, the City intends to regulate signs on the basis of location, relationship to land uses, illumination, motion, size, height, orientation, separation, safety of physical structures, and the public need for functional information.

D. The purposes of these limitations and requirements are to:

1. Safeguard and protect the public health, safety, and general welfare, and advance the goals, policies, and strategies of the City of Rocklin General Plan and the City's companion strategic plan;

2. Reduce or avoid traffic and/or safety hazards to motorists, bicyclists, and pedestrians, caused by visual distractions and obstructions, or to impede their access;

3. Protect and enhance the character and setting of the City of Rocklin against visual blight by preventing a proliferation of signs that will detract from, and obscure, the scenic qualities of the City and its individual buildings and neighborhoods:

4. Promote the aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the City as a place to live, work, and shop;

5. Provide for signs as an effective channel of communication, and as a means for members of the public to express themselves by displaying a sign, while ensuring that signs are aesthetically proportioned in relation to adjacent structures and the structures to which they are attached, and appropriate for the context of the neighborhoods where they are located; and

6. Preserve the quiet, low-traffic character of residential neighborhoods.

E. This Chapter sets forth standards and minimum requirements to safeguard life, safety, property and public welfare by regulating the size, height, construction, location, electrification, operation and maintenance of all signs and sign structures exposed to public view within the City. The pleasing visual appearance and traffic safety of the City cannot be preserved and achieved by measures less restrictive than the procedures and standards of this Chapter.

17.33.020 Applicability; Permit Required

A. **General.** This Chapter shall apply to all property and land within the City of Rocklin.

B. **Permit Requirement.** A sign permit is required prior to the installation or display of any sign, except those exempt signs described herein. It is unlawful for any person, firm, organization, or corporation that owns, operates, controls, rents, or leases property or land in the City of Rocklin to construct, maintain, display or alter, or to cause or allow to be constructed, maintained, displayed, or altered, a sign within the City except in conformance with this Chapter.

C. **Exempt Signs.** The City has a compelling interest to exempt certain signs to further the purpose and objectives of this Chapter and to allow for the use of signs with minimal aesthetic impact. The following signs, described in Table 17.33.020, Signs Exempt from Permit Requirement, may be installed without a sign permit; provided, that they meet the stated conditions, but may require a building permit or encroachment permit.

TABLE 17.33.020: SIGNS EXEMPT FROM PERMIT REQUIREMENT

Exempt Sign	*Conditions*
Address signs	Consistent with Fire standards.
Ancillary information signs displaying only directional, parking, or similar wayfinding information	Maximum aggregate area of 3 square feet.
Construction site signs	See Section 17.33.070, Temporary Signs.
Electronic open signs	Maximum area of 3 square feet Maximum of one sign per street frontage.
Government and community signs (See Chapter 17.34, Signs on City Property)	All signs authorized on City property as provided in Chapter 17.34, Signs on City Property
	Traffic control signs
	Transit signs not exceeding 3 square feet
	Street identification signs
	Utility signs

TABLE 17.33.020: SIGNS EXEMPT FROM PERMIT REQUIREMENT	
Exempt Sign	*Conditions*
Holiday decorations	Decorations and displays on property used for residential purposes are exempt.
	Typical holiday decorations on nonresidential properties displayed during the holiday season, as defined as that period of time from the third Monday in October through the second Sunday in January of the following year are exempt.
	Displays on nonresidential properties intended to attract viewers to the site who do not routinely visit the property shall be subject to the regulations for special advertising devices or require a special event permit.
Home occupation signs at the residence of currently permitted and licensed home occupation businesses	Home occupation signage maximum sign size of 20 square inches
Interior signs	Any sign not visible from another lot of record or from a public right-of-way.
Menu/order board signs	Two menu/order board signs for each drive-through business; provided, that each sign not exceed a maximum 40 square foot sign area and an 8-foot height limit and be located adjacent to the drive.
No trespassing/no parking signs	Must be posted in compliance with federal, state and local laws.
Parking lot signs	Maximum area of 3 square feet per sign.
Project identification signs of current and pending development applications	Limited to a sign area of 36 square feet and a 6-foot height limit displayed for a maximum of 12 months.
Real estate signs	Real estate signs as authorized by Civil Code Section 713 et seq.
	Real estate signs shall comply with the standards set forth in Section 17.33.070A, Real Estate Signs
	The signs shall be removed within 15 days of the completion of the transaction advertised.
Signs required by federal or State law	Signs required for compliance with the Americans with Disabilities Act (ADA), etc., or legal notices posted pursuant to law or court order
Noncommercial temporary signs	Temporary noncommercial signs in any residential zoning district.
	Temporary noncommercial signs located in any nonresidential zoning district for the period commencing 45 days before the event to which they relate, and ending five days after such event concludes.
Temporary community activity signs	Limited to designated banner sign locations throughout the City or as approved by the Planning Director, for a period not exceeding 30 days in duration.
Umbrellas	Shade umbrellas with incidental signage not intended to be primary commercial signage for a business.
Vehicle signs	Signs on licensed commercial vehicles, provided such vehicles are not used or intended for use as portable signs or for general advertising for hire.
Window signs	Refer to Section 17.33.060.I, Window Signs

D. **Prohibited Signs.** The City has a compelling interest to prohibit certain signs to uniformly further the purpose and objectives of this Chapter and to enforce local, state and federal law. Unless otherwise permitted by a specific provision of this Chapter, the following signs are prohibited in all zones, and are subject to abatement by the City of Rocklin:

TABLE 17.33.020: PROHIBITED SIGNS
Advertising statuary. All forms of advertising statuary are prohibited in all zones.
Moving image signs. Signs designed and erected so as to blink, flash, shimmer, glitter, rotate, oscillate or move, or which give the appearance of blinking, flashing, shimmering, or glittering.
Animated signs. Animated signs as defined in this Code are prohibited in all zones.
Backlit translucent awning signs.
Cabinet signs consisting of a shaped box (i.e., square, rectangle, round, oval, triangle or other shaped cabinet) which is internally illuminated and contains the sign copy and a solid illuminated background or panel that is a component of the sign.
Electronic message signs (excludes traffic control signs).
Ground-mounted signs installed or placed in the public right-of-way (excludes government and community signs and commercial directory programs).
Highly reflective and fluorescent (day-glow) signs.
Off-site signs (except for signs placed in compliance with Section 17.33.050.C, Placement of Signs, or other programs specifically identified in this Chapter and Chapter 17.34, Signs on City Property, i.e. commercial directory programs, the City streetlight banner program, and the digital freeway sign program.)
Signs posted on trees, utility poles, traffic sign posts, light posts, traffic signals or any other official traffic-control device, in accordance with Section 21464 of the California Vehicle Code (excludes approved decorative streetlight banners).
Signs placed or maintained so as to interfere with free ingress to or egress from any door, window or fire escape, or parking lot.
Signs which simulate or imitate in size, color, lettering or design any traffic sign or signal, or which make use of words, symbols or characters in such a manner as to interfere with, mislead, or confuse pedestrian or vehicular traffic.
Signs which are prohibited in a specific plan, master plan, area plan, or similar land use document adopted by the City Council.
Vehicles used only for general signage or parked in a place or manner where the primary purpose is not the use of the vehicle but the primary placement is to display a commercial message.

17.33.030 Basic Policies

The policies and principles stated in this Section apply to all signs within the regulatory scope of this Chapter, and to all procedures set forth in, or invoked by, this Chapter. These policies are to prevail over any other provision to the contrary, even if more specific.

A. **Administration and Enforcement Authority.** The Planning Director is authorized and directed to administer the provisions of this Chapter. The Chief of Police and Planning Director are authorized and directed to enforce the provisions of this Chapter.

B. **Message Neutrality.** It is the City's policy to regulate signs in a constitutional manner that is content neutral as to noncommercial messages which are within the protections of the First Amendment to the U.S. Constitution and the corollary provisions of the California Constitution.

C. **Strict Application of Numerical Standards Not Required.** In general, no sign should exceed the number, size, height and location limitations of the district in which it is located. However, as rigid numerical or other design standards may preclude exceptional design that might better achieve the purpose and objectives of this Chapter, exceptions to the stated numerical or design standards, including size, shape, and location, may be approved by the approving authority when appropriate, provided any resulting determinations or approvals shall be supported by clear and descriptive findings that are consistent with and which achieve one or more of the purposes and the objectives of this Chapter. No design exceptions may be approved for prohibited signs. For any approval of a sign which does not strictly conform to the stated numerical and design standards set forth in this Chapter, the applicable General Development Plan, or an approved sign program for a specific development or district, the approving authority must first make the following findings in writing:

1. The proposed sign achieves the purposes and objectives of this Sign Ordinance;

2. The proposed sign exemplifies innovation and creativity and is appropriate and consistent with the architecture and context of the building and the neighborhood where the sign will be located; and

3. The proposed sign is consistent with all applicable sign guidelines or has been determined by the approving authority to better achieve the purpose and objectives of this Sign Ordinance than the strict application of said sign guidelines and standards;

D. **Regulatory Interpretations.** All regulatory interpretations of this Chapter are to be exercised in light of the City's message neutrality policy. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this Chapter, or whenever a sign does not qualify as a "structure" as defined in the Building Code, then the approving authority shall approve, conditionally approve or disapprove the application based on the most similar sign type that is expressly regulated by this Chapter.

E. **Substitution of Messages.** Subject to the property owner's consent, a protected noncommercial message of any type may be substituted for any duly permitted or allowed commercial message or any duly permitted or allowed noncommercial message, provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message

may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over protected noncommercial speech, or favoring of any particular noncommercial message over any other noncommercial message. This provision does not create a right to increase the total amount of signage on a parcel, lot or land use; does not affect the requirement that a sign structure or mounting device be properly permitted; does not allow a change in the physical structure of a sign or its mounting device; does not allow the substitution of an off-site commercial message in place of an on-site commercial message; and does not allow one particular on-site commercial message to be substituted for another without a permit.

F. **Rules for Noncommunicative Aspects of Signs.** All rules and regulations concerning the noncommunicative aspects of signs, such as location, size, height, illumination, spacing, orientation, etc., stand enforceable independently of any permit or approval process.

G. **Off-site/On-site Distinction.** Within this Chapter, the distinction between on-site (or on-premises or point of sale) and off-site or off-premises applies only to commercial speech messages.

H. **Property Owner's Consent.** No sign may be displayed without the consent of the legal owner(s) of the property on which the sign is mounted or displayed. For purposes of this policy, "owner" means the holder of the legal title to the property and all parties and persons holding a present right to possession, control or use of the property.

I. **Legal Nature of Signage Rights and Duties.** As to all signs attached to real or personal property, the signage rights, duties and obligations arising from this Chapter attach to and travel with the land or other property on which a sign is mounted or displayed. This provision does not modify or affect the law of fixtures, sign-related provisions in private leases regarding signs (so long as they are not in conflict with this Chapter), or the ownership of sign structures.

J. **Sign Programs.** Sign programs for specific developments, as well as special sign districts or special sign overlay zones, when approved by the approving authority, may modify the rules stated herein as to sign size, height, illumination, spacing, orientation or other noncommunicative aspects of signs, but may not override or modify any of the basic policies stated in this Section. Any sign type, design element, or standard not specifically addressed in an approved sign program shall be regulated by the applicable provisions of the Rocklin Municipal Code. All provisions of this Section shall automatically apply to and be deemed a part of any sign program approved after the date on which this provision is initially adopted.

K. **Severance.** If any section, sentence, clause, phrase, word, portion or provision of this Chapter is held invalid or, unconstitutional, or unenforceable, by any court of competent jurisdiction, such holding shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word,

portion, or provision of this Chapter which can be given effect without the invalid portion. In adopting this Chapter, the City Council affirmatively declares that it would have approved and adopted the Chapter even without any portion which may be held invalid or unenforceable.

17.33.040 Sign Measurement

A. **Measuring Sign Area.** The area of a sign face includes the entire area within the perimeter of a maximum of two squares and/or rectangles that enclose the extreme limits of the frame or outline of the sign copy, or where there is no frame or outline, letters, pictures, symbols, logos, artwork, emblems, color, or other details conveying a message. Supporting structures, such as sign bases and columns, are not included in sign area provided that they contain no lettering or graphics. The area of an individual sign shall be calculated as follows.

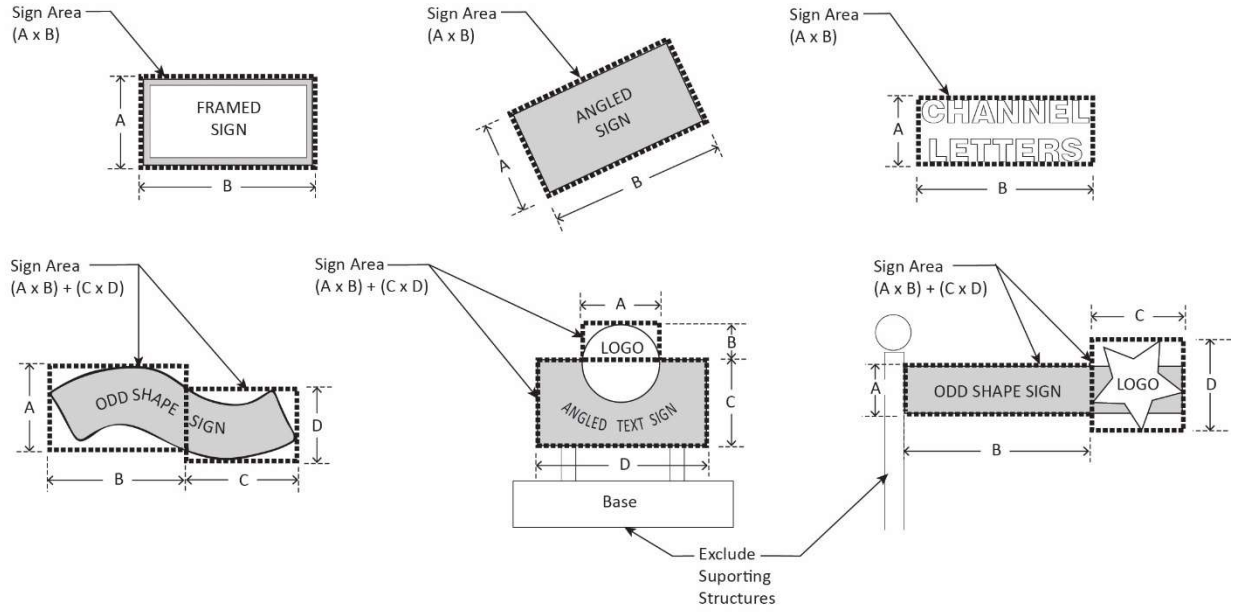


FIGURE 17.33.040.A: MEASURING SIGN AREA

1. ***Single-Faced Signs.*** The sign area of a sign with a single face area is the area of the sign face.

2. ***Double-Faced Signs.*** Where two faces of a double-faced sign are located two feet or less from one another at all points, or located at an interior angle of 45 degrees or less from one another, the sign area of double-faced signs is computed as the area of one face. Where the two faces are not equal in size, the larger sign face will be used. Where two faces of a double-faced sign are located more than two feet or greater than 45 degrees from one another, both sign faces are counted toward sign area.

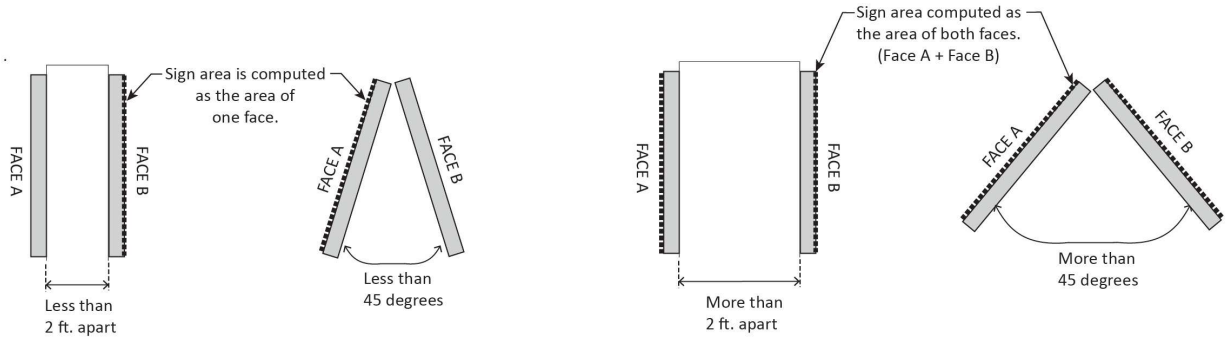


FIGURE 17.33.040.A.2: MEASURING DOUBLE-FACED SIGNS

3. ***Multi-Faced Signs.*** On a three-faced sign, where at least one interior angle is 45 degrees or less, the area of two faces (the largest and smallest face) must be summed to determine sign area. In all other situations involving a sign with three or more sides, sign area will be calculated as the sum of all faces.

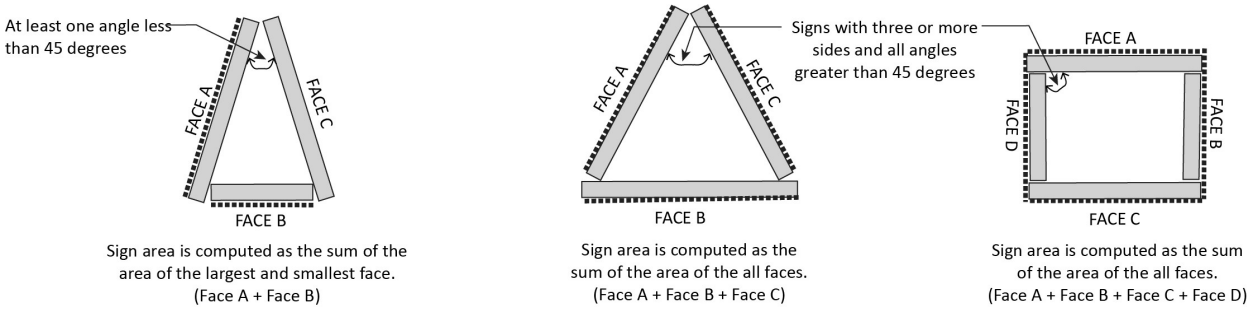


FIGURE 17.33.040.A.3: MEASURING MULTI-FACED SIGNS

4. ***Three-Dimensional Signs.*** Signs that consist of, or have attached to them, one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture, or statue-like trademarks), may have a sign area that is the sum of all areas using the four vertical sides of the smallest rectangular prism that will encompass the sign.

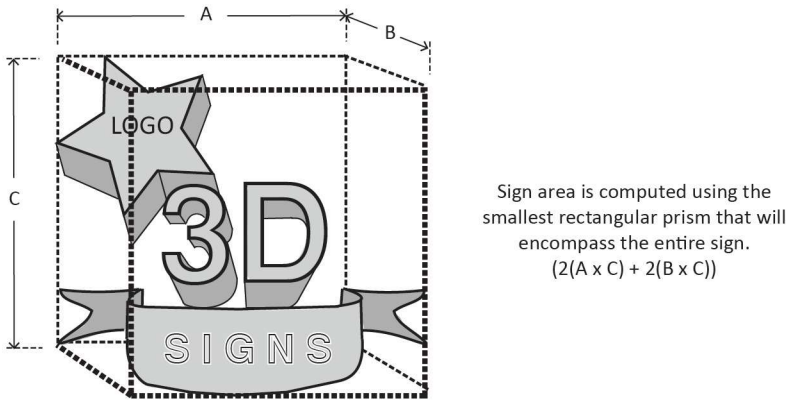


FIGURE 17.33.040.A.4: MEASURING 3D SIGNS

B. **Measuring Sign Height.** The height of a sign is the vertical distance measured from the highest point of the sign to the upper surface of the grade beneath the sign. For signs which are oriented toward and located within 100 feet of the freeway, located on parcels contiguous to I-80 or SR-65, sign height shall be the vertical distance measured from the highest point of the sign to the upper surface of the center line of the nearest freeway travel lane, excluding freeway ramps.

C. **Measuring Sign Clearance.** Sign clearance shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or background embellishments.

D. **Building Frontage.** Building frontage shall be measured as the widest lineal dimension, parallel to the ground, of a continuous frontage. A building's frontage is considered continuous if projections or recesses in a building wall do not exceed 10 feet in any direction.

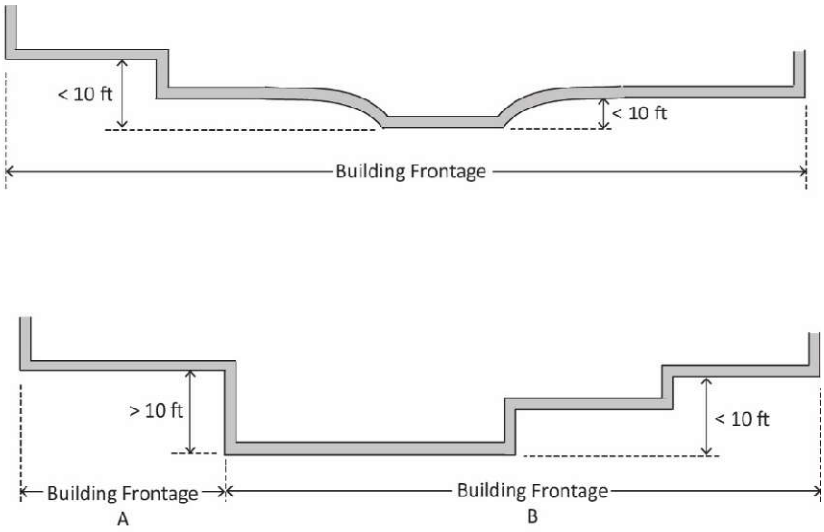


FIGURE 17.33.040.D: BUILDING FRONTAGE

17.33.050 Standards

All signs shall comply with the requirements of this Chapter, and the requirements of all duly adopted sign design guidelines.

A. **Changeable Copy.**

1. ***Manual Changeable Copy.*** Manually changeable copy is allowed.

2. ***Automatic Changeable Copy and Electronic Message Center Signs.*** Electronic Message Center (EMC) signs and automatic changeable copy in which copy can be changed or altered by electric, electro-mechanical, electronic, or any other artificial energy means, are allowed subject to the following standards or as specifically allowed pursuant to another part of this Chapter.

   a. *Limitations.* Electronic Message Center (EMC) signs and automatic changeable copy are limited to institutional uses and as fuel price signs at service stations.

   b. *Display Duration.* The display shall change no more frequently than once every eight seconds and must have an unlighted interval between copy displays of 0.3 seconds or more.

   c. *Static Message.* Displays shall contain static messages only, and shall not have movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign, including the movement

or appearance of movement of any illumination, or the flashing, scintillating or varying of light intensity.

d. *Light Intensity.* 0.3 foot-candles over ambient lighting conditions when measured at a distance equal to the square root of 100 times the area of the sign in square feet. All electronic copy must be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements.

e. *Automatic Controls.* All electronic message displays shall be equipped with automatic controls to allow for adjustment of brightness based on ambient lighting conditions.

B. **Illumination.**

1. The light from any illuminated sign shall be so shaded, shielded or directed that the light intensity or brightness shall not cause adverse glare to surrounding areas.

2. Except where otherwise expressly permitted, no sign shall be equipped with blinking, flashing or fluttering lights or other illuminating device which has a changing light intensity, brightness or color.

3. Illuminated signage shall not be permitted on any building elevation that directly fronts or faces property zoned or used for residential purposes.

C. **Placement of Signs.**

1. Commercial signs shall be located on or within 500 feet of the property on which the business product, service, or other commercial activity which is being advertised is located, except that commercial signs for businesses located on Granite Drive shall be located on or within 1,000 feet of the property on which the business product, service, or other commercial activity which is being advertised is located. Whenever an off-site sign is placed on another property, the off-site sign shall be deducted from the number and area of signs allowed on the property where the off-site sign is located.

2. All signs that project over or into the public right-of-way must conform and are subject to an encroachment permit.

3. Building signs shall be placed so as not to project above the roof line, except signs may be placed on a parapet wall, and up to the ridge of a mansard roof.

4. At street intersections, signs shall comply with the Visibility Requirements contained in the City of Rocklin, Construction Specifications, Improvement Standards, and Standard Drawings approved by the City Council or City Engineer.

5. Signs placed at or near driveway entries shall not obstruct the view of drivers entering or leaving driveways.

6. Signs shall not be placed on trees, utility poles, benches, or fences.

7. Signs shall not be placed in such a manner as to obstruct a door, window, or fire escape of any building.

8. Signs shall not be placed and/or designed in such a manner as to create a traffic hazard. Examples of such sign placement and/or design include, but are not limited to, signs which interfere with traffic sight distances, traffic flow or the visual access to a traffic sign; and signs with color, configuration, text or location which cause them to be mistaken for, or otherwise imitate, a traffic sign or signal.

D. **Construction Standards.**

1. All signs shall be constructed in accordance with applicable requirements of R.M.C. Chapter 15.04, Uniform Construction Codes.

2. Permanent signs shall be constructed of durable materials.

3. Use of banner signs as permanent signs is prohibited.

E. **Maintenance.** All signs shall be maintained in a substantially like new condition. Failure to maintain the sign in its approved condition constitutes a violation of this Chapter of the Rocklin Municipal Code. Normal wear and tear of aged signs shall be repaired when they detract from the visible quality of the sign, as determined by the Planning Director based on the current condition of the sign compared to the appearance of the sign when first installed. Exposed surfaces shall be cleaned and painted if necessary. The structural integrity of signs shall be maintained at all times. Defective parts shall be replaced. Any sign in a state of disrepair is hereby declared to be a public nuisance and may be abated pursuant to Chapter 8.04 of the Rocklin Municipal Code. When signs are repaired, they must be done so in a manner (paint colors shall match, etc.) that is consistent with the terms of the sign permit. When signs are removed, the wall behind the sign shall be repaired and painted to match the rest of the building wall within 30 days of the date of the removal.

F. **Abandoned or Unsafe Signs.** An abandoned sign, as defined in Chapter 17.59, Definitions, including its supporting structure, which after a lapse of at least 60 days, no longer identifies the current occupant, or which relates to a time or event which no longer applies, constitutes false advertising/identification and shall be deemed a public nuisance. The abandoned sign, along with any supporting structure, shall be removed by the owner of the sign or the owner of the property on which it is located within 30 days' of written notice by the City. Any sign that, in the opinion of the Building Official, is unsafe or insecure, shall be deemed an unsafe sign and a public nuisance,

and shall be corrected or removed, together with any supporting structure, by the owner of the sign or the owner of the property on which the sign is located, as directed by the Building Official. Abandoned and unsafe signs are prohibited and the removal shall be the responsibility of the owner of the sign or the owner of the property on which it is located.

17.33.060 Permanent Signs

This Section establishes the signage allowances for permanent signs. These signs are allowed in addition to exempt signs pursuant to Table 17.33.020, Signs Exempt from Permit Requirements. Temporary signs are also allowed pursuant to Section 17.33.070, Temporary Signs.

A. **Awning Signs.** Signs painted or printed on awnings, canopies, arcades, or similar attachments or structures are subject to the following standards.

1. ***Where Allowed.*** Awning signs are allowed in nonresidential zoning districts.

2. ***Maximum Sign Area.*** Awning signs shall have a maximum sign area of 10 square feet, or 25 percent of the total awning area, whichever is less.

3. ***Location.*** Awning signs are limited to ground level or second story occupancies only.

4. ***Illumination.*** Awning signs shall not be internally illuminated. Direct exterior lighting may be allowed. Translucent awning materials are prohibited.

B. **Building Signs.** Signs attached to, erected against, or painted upon the wall of a building or structure are subject to the following standards.

1. ***Where Allowed.*** Building signs are allowed in the following zoning districts and for the following types of development.

   a. Residential developments of four or more units.

   b. Nonresidential uses in residential zoning districts.

   c. Nonresidential zoning districts.

2. ***Maximum Sign Area.***

   a. *Residential Uses and Nonresidential Uses in Residential Zoning Districts.* Building signs for residential uses and nonresidential uses in residential zoning districts shall not exceed 32 square feet.

   b. *Nonresidential Zoning Districts.* The total aggregate sign area of building signs per building frontage shall not exceed two square feet per linear foot for the first 100 feet of building frontage plus one square foot per linear foot of building frontage for each additional linear foot of building frontage over 100 feet.

i. Notwithstanding the building frontage maximum, each tenant is allowed a minimum of one sign of up to 16 square feet.

3. ***Maximum Number.***

a. *Residential Uses and Nonresidential Uses in Residential Zoning Districts.* Two per street frontage.

b. *Nonresidential Zoning Districts.* No limit.

4. ***Height Limit.*** Building signs shall not extend higher than the building wall upon which they are attached.

C. **Directional/Directory Signs On-Site.** Signs designed and erected for the purpose of providing direction and/or orientation for on-site pedestrian or vehicular traffic are subject to the following standards.

1. ***Where Allowed.*** Directional/directory signs are allowed in all zoning districts.

2. ***Maximum Sign Area.*** A sign shall not exceed 10 square feet; except the Director may authorize larger signs based upon special site/project characteristics.

3. ***Maximum Number.*** The maximum number of freestanding directional signs shall be one per driveway and one per service entrance. The maximum number of wall mounted signs shall be one per building frontage. Additional signs may be permitted if a health and safety need is demonstrated to the satisfaction of the Director. Directional signs no more than 30 inches in height and four square feet shall not be included when calculating the total number of signs.

4. ***Setback Requirements.*** A directional/directory shall be set back a minimum of five feet from a public right-of-way, plus one additional foot per foot of sign height over five feet, up to a maximum of 10 feet.

5. ***Safety Requirements.*** A sign shall not project over the public property, vehicular easements, or rights-of-way, and shall not obstruct traffic safety visibility area, as determined by the approving authority.

D. **Freestanding Signs.** Freestanding signs are subject to the following standards.

1. ***Where Allowed.*** Freestanding signs are allowed in the following zoning districts and for the following types of development.

a. Residential developments of four or more units.

b. Nonresidential uses in residential zoning districts.

c. Nonresidential zoning districts.

2. ***Maximum Sign Area.***

   a. *Residential Uses and Nonresidential Uses in Residential Zoning Districts.* Freestanding signs for residential uses and nonresidential uses in residential zoning districts shall not exceed 32 square feet.

   b. *Nonresidential Zoning Districts.* Freestanding signs in nonresidential districts shall not exceed 100 square feet for a single business; 200 square feet for a joint-use sign.

3. ***Maximum Number.***

   a. *Residential Uses and Nonresidential Uses in Residential Zoning Districts.* The greater of one per entrance or frontage.

      i. Two signs with a maximum combined area of 32 square feet and not extending above the top of the wall may be allowed at a project entry if the signs are designed as an integral part of the project's entryway wall, as determined by the Director.

   b. *Nonresidential Zoning Districts.* One sign per 200 feet of street frontage.

4. ***Height Limit.***

   a. *Nonresidential Zoning Districts.* In nonresidential zoning districts, one freestanding sign per commercial center may have a maximum height of fifteen (15) feet. All additional freestanding signs on the commercial center shall not exceed six (6) feet in height.

5. ***Separation.*** Multiple signs shall be separated by a minimum of 75 feet to ensure adequate visibility for all signs. The approving authority may waive this requirement where the locations of existing signs on adjacent properties would make the 75-foot separation impractical, or there is no other alternative.

6. ***Safety Requirements.*** A sign shall not project over public property, vehicular easements, or rights-of-way, and shall not obstruct a traffic safety sight area, as determined by the approving authority.

7. ***Street Address.*** To assist emergency response personnel in locating the site, freestanding signs should contain an illuminated street address plate. Numbers shall be a minimum height required by Fire standards.

8. ***Setback Requirements.*** A freestanding sign shall be set back a minimum of three feet from a public right-of-way, plus one additional foot per foot of sign height over five feet, up to a maximum setback of 25 feet.

9. ***Landscaping.*** A freestanding sign shall be designed and constructed with accent landscaping at the base of the sign to the satisfaction of the approving authority.

E. **Freeway-Oriented Signs.** Freeway-oriented signs are subject to the following standards.

1. ***Permit Requirement.*** Conditional Use Permit approval is required for a freeway-oriented sign.

2. ***Where Allowed.*** A freeway-oriented sign may be approved only on a parcel abutting the Interstate 80 or Highway 65 right-of-way within a nonresidential zoning district.

   a. The sign shall be located within 100 feet of an interchange or I-80 freeway frontage unless a further distance is approved as part of the Conditional Use Permit approval.

3. ***Maximum Sign Area.*** A sign area maximum of 200 square feet for a single business; 300 square feet for a joint-use sign.

4. ***Maximum Number.*** One sign per parcel or project.

   a. All parcels included in a single Conditional Use Permit shall be considered a single parcel for purposes of calculating the maximum number of signs allowed.

5. ***Height Limit.*** No freeway-oriented sign shall exceed a maximum height of 30 feet, unless the Conditional Use Permit allows greater height, as follows:

   a. *Criteria for Approval.* A sign with a height greater than 30 feet may be approved only if the Planning Commission determines that the applicant has demonstrated that a freeway overcrossing, or its ramps, or trees or vegetation will significantly obstruct the visibility of the proposed sign from freeway travel lanes and the height increase is the minimum necessary for the message area of the sign to clear the identified visual obstruction.

F. **Murals.** A mural placed on the wall of a structure may be allowed in any nonresidential zoning district, subject to recommendation by the City's Arts Commission and approval concurrent with Design Review, and as follows:

1. A mural without commercial text or logos visible from a public right-of-way may be approved in addition to (not counted as part of) the sign area allowed under this Chapter.

2. Murals that illustrate the local setting and history as sources of inspiration are strongly encouraged.

3. Prior to Design Review approval, the proposed mural shall be reviewed by the City's Arts Commission, which shall provide a recommendation to the approving authority regarding

artistic merit, cultural relevance, and/or consistency with adopted public art goals or guidelines.

4. The approving authority shall make findings that the size, colors, and placement of the mural are visually compatible with the structure architecture, and that the mural will serve to enhance the aesthetics of the City.

5. The mural shall be provided a graffiti-resistant coating at the time of installation.

G. **Projecting and Suspended Signs.** Signs that project horizontally from the exterior wall of a building or are suspended beneath a marquee, covered walkway, canopy, or awning, are subject to the following standards.

1. ***Where Allowed.*** Projecting and suspended signs are allowed in nonresidential zoning districts.

2. ***Maximum Sign Area.*** Projecting and suspended signs shall have a maximum sign area of four square feet.

3. ***Maximum Number of Signs.*** One for each building frontage or tenant space.

4. ***Maximum Projection.***

   a. *Projecting Sign.* A projecting sign cannot extend more than 42 inches from the building to which it is attached.

   b. *Suspended Sign.* A suspended sign cannot extend further than the outer edge of the marquee, covered walkway, canopy, or awning from which it is suspended.

   c. *Encroachment Permit Required.* Any projection over a public right-of way shall require an encroachment permit.

5. ***Height Limit.*** The top of a projecting or suspended sign shall not exceed the lesser of 14 feet, eave height, parapet height, or sill height of a second floor window. No portion of the sign shall project above the eave line of a sloped roof or the top of the parapet on a flat roof.

6. ***Minimum Sign Clearance.*** A projecting or suspended sign shall maintain a minimum clearance of 14 feet above any parking area or drive aisle and eight feet above any other finished grade below.

7. Icon signs using shapes or symbols uniquely suited to the business, creative shapes, and three-dimensional signs are encouraged.

8. Sign supports shall be well-designed and compatible with the design of the sign.

H. **Service Station Signs.** Service station signs of instructive nature, information or otherwise required by other enforcement agencies are exempt from sign area limitations. The following signs are specifically exempt: gas pump use instructions, instructions for recreational vehicle waste dump station, brake and smog certification, restroom identification, no smoking, propane tank identification, gas pump identification, air and water, drive to forward pump, service available, and gas pump identification cashier, odd-even sign, hours of operation, required gallon to liter conversion, approved flag identification system, full- and self-service signs at each island not exceeding four square feet, and traffic directory signs as approved by enforcement agencies for necessary traffic control and direction provided that they do not exceed four square feet each and do not exceed 30 inches in height in front or side street yard and no symbol, name, or other message is on the signs.

I. **Window Signs.**

1. Except as allowed during the holiday shopping season pursuant to Subsection 4, below, window signs shall not cover more than 35 percent of the area of each window. Total signage placed on any window may not include unused signage amounts allowable for other windows.

2. For the purpose of defining window area, multiple windows separated by mullions or frames of less than four inches are considered a single window.

3. Window sign area shall not be considered in computing the maximum allowed building signage.

4. During the holiday shopping season, defined as that period of time from the third Monday in October through the second Sunday in January of the following year that is the traditional high peak sales period for retail stores, window signs are unrestricted except that, for safety purposes, a clear line of sight view corridor from the exterior of the building to the cash register/checkout area must be established and maintained.

J. **Flags (noncommercial speech).** Flags may be displayed without a permit at all times and in all zones. All flags must be displayed on a vertical flag pole consistent with the information below, and poles must comply with applicable Building Code requirements. Flags are limited to the display of noncommercial speech unless specifically allowed as a temporary special advertising sign. Flag display is subject to the following standards:

1. ***Complexes of Nonresidential Uses.*** Each complex of nonresidential uses, consisting of three or more uses or tenant spaces on a single parcel or contiguous parcels with common off-street parking and access, may display not more than three maximum 60-square-foot flags on not more than three maximum 35-foot-high poles. If separate poles are used, the

distance from one pole to another may not exceed 20 feet. Any illumination shall be oriented and shielded not to glare into adjacent properties.

2. ***Residential Subdivisions and Condominiums.*** Each residential subdivision or condominium with new, previously unoccupied dwelling units for sale may display one flag, maximum 25-square-foot on a 20-foot-high pole, per model home in a model home complex. Such poles must be located within the boundaries of the residential subdivision or condominium project. A residential subdivision or condominium is considered to be all lots under a parent tract number including all phases.

3. ***Apartments and Mobile Homes.*** Complexes of four or more apartments or mobile homes sharing common private access and/or parking may display not more than three maximum 25 square foot flags on not more than three maximum 20-foot-high poles. If separate poles are used, the distance from one to another may not exceed ten feet.

4. ***All Other Nonresidential Uses.*** Each occupied parcel containing a nonresidential use, other than described in Section 17.33.060.J.1, Complexes of Nonresidential Uses, may display not more than three maximum 60-square-foot flags on not more than three maximum 35-foot-high poles. If separate poles are used, the distance from one pole to another may not exceed ten feet.

5. ***All Other Residential Uses.*** Each occupied parcel containing a residential use, other than described in Section 17.33.060.J.2, Residential Subdivisions and Condominiums, and 17.33.060.J.3, Apartments and Mobile Homes, may display one maximum 25-square-foot flag on one maximum 20-foot-high pole.

17.33.070 Temporary Signs

In addition to permanent signs allowed under Section 17.33.060, Permanent Signs, temporary signs are allowed as provided in this Section. Unless otherwise stated, the following regulations apply on a per lot basis:

A. **Real Estate Signs.** For real estate offered for sale, rent or lease (not including transient occupancy). Subject to the regulations and conditions stated in this Subsection, the signs described in this Subsection may be displayed without permits. The signs allowed under this Subsection shall be removed not more than 15 days after the proposed transaction has closed, or the property is withdrawn from the market.

1. ***Residential Properties.*** On all properties with a residential principal use, one temporary freestanding unlighted maximum nine-square-foot real estate sign may be displayed per street frontage not to exceed six feet in overall height. Such signs shall be removed within

15 days following the closing of the proposed transaction, or the withdrawal of the offer or solicitation.

2. ***All Nonresidential Properties.*** On nonresidential properties, and properties containing both legal residential and nonresidential uses, real estate signs may be displayed, using either of the following options:

   a. *Freestanding Signs.* One maximum 24-square-foot, eight-foot-high, double-faced, freestanding for sale, rental or lease sign per street frontage is permitted. On sites having more than one frontage or on interior lots at least two and one-half acres in size, an option of placing the sign faces at a 45-degree angle to each other is permitted. Signs shall be located no closer than three feet from public sidewalks and twelve feet from the curbline or from the pavement where curbs are lacking. In no case shall signs be placed in the public right-of-way. In the event a building sign is installed as permitted in paragraph b. of this Subsection below, the freestanding sign herein described shall not be permitted.

   b. *Building Signs.* In lieu of a permitted freestanding sign, one building-mounted sign advertising the sale, rental, or lease of the property may be allowed per street frontage. Such sign shall not exceed 24 square feet in area and shall be permitted only for buildings or occupancies located within 65 feet of the curbline, or within 65 feet of the edge of pavement where no curb exists. If a freestanding sign is installed pursuant to paragraph (a) of this subsection, the building-mounted sign described herein shall not be permitted.

   c. *Time Limit.* Such signs shall be removed within fifteen days following close of escrow or finalization of sale, rental or lease.

B. **Subdivision Identification and Directional Signs.**

1. ***Subdivision Signs, On-Site.*** On-site subdivision identification signs may be allowed with sign permit approval, in compliance with the following standards:

   a. A maximum of four on-site signs may be located within the project boundaries; provided, no more than one sign for each street frontage is allowed, and multiple signs shall be separated by a minimum of 75 feet;

   b. The area of each sign shall not exceed 24 square feet;

   c. Sign height shall not exceed six feet. This sign height may be exceeded to allow the bottom of the sign to clear the top of the wall in subdivisions that are surrounded by walls;

   d. The signs shall not be illuminated;

e. The sign shall only include the subdivision name, builder name/logo, and directional information including graphics such as an arrow; and

f. The signs may be displayed from the time the final map has been recorded for two years or until all of the units have been sold, whichever first occurs. This timeframe may be extended at the discretion of the Community Development Director upon receipt and review of a written request and supporting justification from the developer.

2. ***Subdivision Directional Signs, Off-Site.*** Off-site signs providing directions to a new subdivision within the City of Rocklin may be allowed with sign permit approval, and shall comply with the following standards:

a. A maximum of two off-site signs may be located on private property (not within any public right-of-way);

b. The total area of each sign shall not exceed 32 square feet;

c. The height of each sign shall not exceed eight feet;

d. The signs shall not be illuminated;

e. The sign shall only include the subdivision name, builder name/logo, and directional information including graphics such as an arrow;

f. The signs may be displayed from the time the final map has been recorded for two years or until all of the units have been sold, whichever first occurs, unless extended at the discretion of the Community Development Director upon receipt and review of a written request and supporting justification from the developer;

g. The signs shall not affect pedestrian or vehicular safety;

h. The signs shall be removed when the last home within the subdivision is sold, or upon expiration of the permit, whichever occurs first. Any sign found in violation of any provision herein may be removed by City personnel; and

i. Any subdivision sign program found to be in violation of any provision herein may be grounds for the denial of future renewal permits.

C. **Construction Signs.** Construction identification signs may be allowed without a permit in all zoning districts in compliance with the following standards:

1. Only one sign, located on-site, shall be allowed;

2. The area of the sign shall not exceed 32 square feet;

3. Building mounted signs shall not exceed the height of the building it is attached to. Otherwise, sign height shall not exceed eight feet;

4. The sign shall not be illuminated;

5. A construction sign shall not be allowed if an on-site subdivision sign is approved; and

6. Construction signs shall be removed within 30 days after completion of construction.

D. **Noncommercial Signs.** Temporary noncommercial signs shall be permitted in all zone districts without a sign permit, provided that all such signs are subject to, and shall comply with, the following standards:

1. Temporary noncommercial signs shall only be installed on private property; such signs may not be located in the public right-of-way or on publicly owned property.

2. Temporary noncommercial signs shall only be installed with the property owner's consent.

3. The maximum size of a temporary noncommercial sign shall be 16 square feet in area.

4. The maximum height of a temporary noncommercial sign shall be six feet.

5. Temporary noncommercial signs shall not be illuminated, nor shall they incorporate moving parts, animation, or highly reflective materials.

6. Freestanding temporary noncommercial signs shall be set back a minimum of five feet from any property line, and shall not be located within 15 feet of a fire hydrant, street sign, or traffic signal, and shall not interfere with, confuse, obstruct, or mislead traffic. At street intersections and driveways, signs shall comply with the Visibility Requirements contained in the City of Rocklin, Construction Specifications, Improvement Standards, and Standard Drawings approved by the City Council or City Engineer.

7. There shall be no restriction on the number of temporary noncommercial signs located on a given property.

8. Temporary noncommercial signs may only be displayed during the period commencing 45 days before the event to which they relate, for example, a general or special election, as defined in the California Election Code, and ending five days after such event concludes.

9. Temporary noncommercial signs shall be removed no later than five days after the event with which they are associated. Except that, in the event the matter for which the sign is relevant is carried over or delayed by no more than 45 days after the original event date such signs may remain in place until five days after the event concludes.

10. A temporary noncommercial sign that does not comply with the standards set forth herein is a nuisance, and any such sign may be removed summarily and disposed of by the City at the expense of the person or group that erected the sign.

11. ***Sign deposit.*** No signs shall be displayed under the provisions of this Section until the responsible person or organization first deposits 500 dollars with the City Clerk's office to guarantee compliance with the provisions of this Section and reimburse the City for the cost of any damages caused by signs placed on public properties. The deposit shall be accompanied by written authorization for the City to enter private properties to remove such signs if not removed as required by Subsection (8) of this Section. The deposit shall be refunded upon request once all signs have been removed by the responsible party within the time required by Subsection (9) except that:

    a. If an authorized enforcement officer has removed signs that are placed in violation of any subsection of this Section, the deposit returned to the responsible party will be less the abatement fees; and

    b. Signs that are placed in a manner inconsistent with Subsection (1) and caused damage to public property. The exact costs to repair the damage will be deducted from the deposit.

12. ***Removal of signs.***

    a. Signs placed in a manner that is inconsistent with the provisions of this Section will be considered a nuisance and subject to immediate removal and impoundment without notice. Impounded signs will be held for 30 days. The City will make reasonable attempts to contact the sign owner and provide the owner with ten days' notice to reclaim the sign upon recovery of City's costs. Impounded signs, which remain unclaimed after 30 days, may be disposed of in any manner whatsoever at the discretion of the City.

    b. Should signs require removal by an authorized enforcement officer, the City shall have cause to impose an abatement fee charged against the sign deposit in accordance with section 1.08.035 of the Rocklin Municipal Code.

13. Temporary noncommercial signs shall comply with all other applicable provisions of this Chapter, except as specifically modified herein.

E. **On-Site Project Development Signs.** Project identification signs of current and pending development applications with a sign area of 36 square feet and a six-foot height limit.

F. **Special Advertising Permits Required.** Up to three times per calendar year a special advertising permit may issue for the purpose of publicizing special events, either commercial or

noncommercial, including, but not limited to, grand openings, new management, sales, Christmas tree or other holiday oriented lots, parades and fairs that are to take place within the City, subject to the following conditions and including the listed types of signs and devices:

1. Each special advertising permit is valid for 20 consecutive days. There is no requirement that the displayed devices remain in place for 20 days. The permits may run concurrently. A permit shall be valid for up to any three of the types of advertising devices listed below in subsection F.5., at any one time.

2. An application for a special advertising permit shall be made on a form prescribed by the Director and accompanied by a fee in an amount established by City Council resolution. The application shall describe the dimensions and location of the proposed advertising display by means of a drawing or sketch and written description, and the proposed display dates. The Director shall review the request within five working days after receipt and approve, approve with modification, or deny the request in writing; if the application is denied, the reasons shall be stated in the written denial. Applications which conform to all applicable laws, rules, and regulations shall be approved unless such laws, rules and regulations are under consideration for possible revision.

3. The Director shall maintain a log of special advertising permits approved for each applicant. If the Director is notified prior to installation of the temporary signs that the signage will not be used, the application will be canceled and the permit issued will not be deducted from the total number of permits remaining for the calendar year. If a sign is installed without approval of the Director, it shall be deducted from the total number of days available at a rate of two days for every one day that the unapproved signs are displayed.

4. Signs and/or advertising devices which are installed or displayed without approval of the Director are in violation of this Chapter. Each sign shall have the permit number legibly displayed on the sign face or sign structure.

5. Standards for specific advertising signs and devices are as follows:

    a. *A-Frames and sidewalk portable signs:*

        i. Sign Size. Each sign shall not exceed a width of 30 inches. Sign height shall be limited to 48 inches. Sign height shall be measured perpendicular from the placement surface to the highest point of the A-frame sign.

        ii. Sign Placement. An A-frame sign shall be placed only on private property within the boundaries of the applicable business' street frontage, and shall be positioned so that it will not:

(1) Obstruct required ADA sidewalk clearance;

(2) Impede any line of sight for motorists or bicyclists at public street intersections, as recommended by the City Engineer; or

(3) Interfere with people exiting and entering parked cars.

iii. Design and Construction Standards. The approving authority shall approve an A-frame sign only if it first determines that the design and appearance of the sign, including any graphics and/or text, will reflect attractive, professional design, and that the sign will be durable and stable when in place.

iv. Stabilization. The sign shall be stabilized to withstand wind gusts or shall be removed during windy conditions.

v. Daily Removal. The sign shall be removed at the close of business each day.

vi. Maintenance. The sign shall be continuously maintained in good condition with no peeling paint or other deterioration.

b. *Banners:*

i. A Banner Sign May be Erected and Maintained On-Site for an Establishment. These signs shall not replace the primary permanent identification sign(s) for the establishment, and the establishment must have a permanent sign application on file with the City.

ii. Number and Duration. No more than one such banner sign may be erected per establishment at any one time. This sign shall be required to be kept in a good state of repair and preservation. These signs shall be made of durable material, and shall be subject to the same maintenance provisions as permanent signs.

iii. Design. The sign shall not be illuminated and shall not contain moving parts.

iv. Maximum Total Square Footage. The following standards will be utilized in determining the maximum sign square footage allowed per establishment:

(1) Buildings or tenant spaces within a building complex having less than 50 linear feet of building frontage are allowed 60 square feet.

(2) Buildings or tenant spaces within a building complex having more than 50 linear feet of building frontage but less than 100 feet of building frontage are allowed 80 square feet.

(3) Buildings or tenant spaces within a building complex having more than 100 feet of building frontage are allowed 120 square feet.

v. Location. A banner sign shall not be freestanding and shall be affixed to the face of a building or permanent freestanding sign. If attached to a freestanding sign it shall be fully adhered to the face of the existing sign and be restricted to only one sign per center/use. Banner signs shall be restricted to the building areas that front onto a street or parking lot directly adjacent to the establishment for which the sign is posted. Sign locations shall also conform to the location standards established for permanent signs and are allowed to be posted in the areas permitted for permanent signage under the sign ordinance or an approved planned sign permit program. When affixed to a building these signs shall not extend above the roofline or parapet of the structure.

c. *Balloons.*

i. Size: not to exceed 16 inches in diameter.

ii. Mounting: A grouping of balloons is limited to no more than five, must be attached to or mounted at one end to a legal structure and securely anchored to survive windy conditions. The length of the mounting string is the lesser of 20 feet or the distance from the face of the building frontage to the right-of-way. May not be attached and/or affixed to trees or shrubbery.

iii. Display Time: Must be removed from public view at the close of operations each day.

iv. Location: Cannot be placed in, project into, or fly above the right-of-way or pedestrian path of travel.

v. Visual Interference: Cannot interfere with either pedestrian sight distance or vehicular sight distance, any view corridor or obstruct visibility to any existing business or existing permanent sign.

d. *Feather Flag Signs.*

i. No more than three feather type flag signs per business at any one time and shall be placed only on private property within the boundaries of the applicable business' street frontage.

ii. Feather flags must be secured and stabilized so as to withstand wind gusts, or be removed during windy conditions.

iii. Visual interference: Cannot interfere with either pedestrian sight distance or vehicular sight distance, any view corridor or obstruct visibility to any existing business or existing permanent sign.

iv. Display time: Must be removed from public view at the close of operations each day.

e. *Flags or Pennants*. All special advertising flags and pennants require a Special Advertising Device permit. In Residential Zones, special advertising flags and pennants must comply with the following:

i. Allowances in Residential Zones. Each residential subdivision or condominium with new, previously unoccupied dwelling units for sale may display one flag, maximum 25-square-foot on a 20-foot-high pole, per model home in a model home complex, or for multi-family complexes, three flags are allowed. Such poles must be located within the boundaries of the residential subdivision or the multi-unit project. A residential subdivision or condominium is considered to be all lots under a parent subdivision number including all phases.

f. *Inflatable Devices and Ambient Air Balloons.*

i. No more than one inflatable advertising device may be displayed at any one site during any allowed time period.

ii. Height of the device may not exceed 30 feet from the ground, measured from the ground to the highest point on the inflatable device.

iii. No inflatable allowed by this Section shall exceed 150 square feet or exceed 15 feet in height.

g. *Commercial Mascots.* No more than one commercial mascot may be utilized during any allowed time period per special advertising permit. All sign display activities of commercial mascots must be conducted on private property.

17.33.080 Digital Freeway Sign Program

A. Digital freeway sign means an off-site sign utilizing digital message technology, capable of changing the static message or copy on the sign electronically.

1. A digital freeway sign may be internally or externally illuminated.

2. Digital freeway signs shall contain static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign.

3. Each static message shall not include flashing, scintillating lighting or the varying of light intensity.

4. A digital freeway sign consists of a digital display area and a sign structure.

B. Digital freeway signs shall be in addition to all other signs allowed by this Chapter.

C. The locations and heights of digital freeway signs shall be governed by this Section.

1. Heights of digital freeway signs shall be established relative to topography and setting so as to provide the best balance between the signs purpose of effectively communicating a visual message, the setting including topography and surrounding architecture, and freeway traffic safety. However, in no case shall a digital freeway sign exceed a maximum height of 65 feet as measured from the center line of the nearest freeway to the top of the digital freeway sign structure.

2. Subject to the limitations of this Section, and notwithstanding the provisions of any applicable general development plan, digital freeway signs shall be a permitted use in all zones allowing nonresidential uses.

D. Digital freeway signs shall only be permitted when the City has entered into an operating agreement with a digital freeway sign owner to allow for digital billboards under certain circumstances; including (i) compensation to the City; (ii) the permanent removal of at least three off-site, pre-existing freeway billboards from within the City; (iii) the provision of access to the City to a portion of the total available display time to allow the City to present messages of community interest and information, and public safety; (iv) the provision of access to the appropriate agencies for the purpose of displaying "Amber Alert" messages and emergency-disaster communications; and (v) to establish quality and maintenance standards.

E. No single applicant shall be permitted to seek approval for more than three digital freeway signs. Provided at least three or more existing freeway billboard structures have been removed, up to three digital freeway signs shall be allowed in the City separated as follows: one on the Interstate 80 corridor, one on the State Route 65 By-Pass route (beginning at Interstate 80 and extending northerly to the Blue Oaks Boulevard interchange), and one on the balance of the State Route 65 corridor.

F. All digital freeway signs shall be subject to Design Review consistent with the Rocklin Municipal Code.

G. Minimum distance of a digital freeway sign from residential uses shall be 300 feet from the base of the sign to a parcel on which a residential use is located, as such use exists on the date the digital freeway sign Design Review is approved by the City.

H. **Minimum Display Time.** Each message on the sign must be displayed for a minimum of eight seconds.

I. **Maximum Face Size.** Each face of the sign will be no larger than 14 feet by 48 feet in dimension (total 672 square feet) plus framing. Digital freeway signs are exempt from the area limitations in Section 17.33.060, Permanent Signs.

J. **Illumination Standards.** Digital freeway sign illumination is expressly permitted and when operated within these standards, does not violate Section 17.33.050.B, Illumination. Digital freeway signs shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance. Distance to measure the foot candles impact shall be measured from a distance of 250 for a sign with a nominal face size of 14 feet by 48 feet. Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.

K. **Future Technologies.** The technology currently being deployed for digital freeway signs is LED (light emitting diode), but there may be alternate, preferred or superior technology available in the future. Owners of digital freeway signs are authorized to change the digital freeway signs to any other technology that operates under the maximum brightness standards in Subsection 17.33.080.J, Illumination Standards. The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.

L. The digital freeway signs shall be operated with systems and monitoring in place to either turn the display off or show a "full black" image on the display in the event of a malfunction.

M. After receiving approval to install a digital freeway sign(s) owners of digital freeway signs may at any time add or remove digital faces to their sign structures. However, the following shall apply:

1. Any prior sign removals completed as a part of the operating agreement approval of the digital freeway sign(s) shall not be reinstated.

2. The number of physical sign faces shall not be increased.

3. The overall size of the sign faces shall not be increased by more than five percent.

17.33.090 Permit Requirements and Procedures

A. The Director shall be responsible for the administration of this Chapter.

1. Except as otherwise provided by this Chapter, no sign (permanent or temporary) or special advertising display shall be installed, erected or displayed until the Director has determined that its design and placement comply with all requirements of this Chapter and has issued a sign permit or special advertising permit to the applicant and proprietor of the sign or display.

2. A sign permit is not required to repair, clean, repaint or refurbish any existing sign, unless such activity involves the replacement, reconstruction or relocation of the sign.

3. No permit is required for changing the copy of a sign provided:

   a. there are no changes to the sign structure or cabinet, and

   b. the area of the sign is not being enlarged.

B. An application for a sign permit shall be made on a form prescribed by the Director and accompanied by a fee in an amount established by City Council resolution. In the case of after-the-fact permitting, the otherwise applicable fee shall be doubled. The application shall, at a minimum, contain the following:

1. The name, address, telephone number and signature of the owner or lessee, or contractor of the property upon which the sign is to be located;

2. A plot plan which shows the location of the building or lot, upon which the sign is to be placed;

3. A dimensioned elevation of the building on which the sign is to be placed with the location of the sign clearly identified;

4. A scaled or dimensioned drawing of the sign and its relative location on the building and/or location of freestanding signs on the lot; and

5. A plan indicating the location, height, and size of all existing signs on the lot and/or tenant building frontage.

C. The Director shall review a completed sign permit application and shall issue the sign permit upon determination that the sign meets the requirements of this Chapter.

D. The Director's decision may be appealed to the Planning Commission, and the Planning Commission's decision may be appealed to the City Council under Section 17.42.140, Appeals.

E. Issuance of a sign permit shall not relieve the applicant from complying with all other applicable laws relating to displaying or erecting a sign, including, but not limited to, obtaining any required sign or electrical permit under Chapter 15.04, Uniform Construction Codes, of the Rocklin Municipal Code.

F. **Duration and Extension.** If a building permit has not been granted within two years of the date of approval of the sign permit or if a sign not requiring a building permit has not been installed within two years of the date of approval of the sign permit, the sign permit approval shall be null and void, unless extended by the approving authority. Requests for an extension shall be made in writing a minimum of 10 days prior to the expiration date.

G. **Effective Date and Appeals.** Sign permit decisions shall become effective on the 10th day after the date of a decision, unless appealed by any interested party under Section 17.42.140, Appeals.

H. **Permits Issued in Error.** Any approval or permit issued in error may be summarily revoked by the City upon written notice, to the permittee, stating the reason for the revocation. "Issued in error" means that the permit should not have been issued in the first place and includes but is not limited to omissions, errors or misrepresentations in the application materials, and oversights or errors in the processing thereof.

I. **Disqualification.** No sign permit application will be approved under any of the following circumstances:

1. ***Uncured Violation of Sign Rules.*** No sign permit will be approved if the applicant has installed a sign in violation of the provisions of this Chapter and, at the time of submission of the application, each illegal sign has not been legalized, removed or a cure included in the application.

2. ***Other Code Violations.*** No sign permit will be approved if there is any other existing zoning code violation located on the site of the proposed sign (other than an illegal or nonconforming sign that is not owned or controlled by the applicant and is located at a different business location on the site from that for which the approval is sought) which has not been cured at the time of the application, unless the noncompliance is proposed to be cured as part of the proposed new sign.

3. ***Previous Denial.*** No sign permit will be approved if the sign approval application is substantially the same as an application previously denied, unless either 12 months have elapsed since the date of the last application, or the applicant provides new evidence or proof of materially changed conditions, or the reasons for the earlier denial have been cured or will be cured as part of the new application.

4. ***Failure to Obtain Zoning Permits.*** No sign permit will be approved if the applicant has not obtained any other applicable required zoning permits.

5. ***Outstanding Unpaid Balance.*** No sign permit will be approved if the applicant has an outstanding unpaid balance for prior Community Development Department services.

17.33.100 Nonconforming Signs

A. Nonconforming signs shall be permitted to remain until such time as any of the events listed in Subsection B, below, occurs. At such time, the sign must be removed or brought into conformance with this Chapter.

B. A nonconforming sign shall lose its status as a nonconforming sign if any of the following occurs:

1. The sign is relocated or replaced;

2. The structure, height or size of the sign is altered in any way except toward compliance with this Chapter. Face changes and normal maintenance are allowed;

3. The sign structure is damaged or destroyed by more than 50 percent of its value at the time of damage or destruction.

17.33.110 Violation—Penalty

A. It is illegal to use, occupy or maintain property in violation of this Chapter.

B. Violation of this Chapter shall be a misdemeanor, but may be charged as either a misdemeanor or an infraction in the discretion of the prosecuting attorney.

C. A person who violates the provisions of this Chapter is guilty of a separate offense for each day, or portion thereof, during which the violation continues.

D. Violation of this Chapter which threatens to be continuing in nature is a public nuisance which may be abated or enjoined as such in accordance with Chapter 8.04 or any other provision of law.

17.33.120 Sign Contractors

A. **Responsibility for Securing Permits.** It shall be the duty of the contractor or person who erects, installs, paints, constructs or alters a sign to secure all necessary permits for such work. It shall be the responsibility of the property owner and/or lessee to assure that the contractor is properly licensed and bonded, and that the contractor secures all necessary permits. No sign contractor shall install a sign for which a permit is required unless such permit has been duly issued before construction work begins. A sign permit shall not be issued unless the sign contractor's name and contact information appears on the permit application.

B. **Violations by Sign Contractors.** Wherever a sign violation has occurred, it shall be the duty of the Director to determine what sign contractor, if any, performed the sign work. The following procedure shall be followed in pursuing sign contractors installing signs for which a valid permit has not first been secured:

1. ***First Violation.*** A letter shall be sent by certified mail to the sign contractor setting forth the City's requirements for sign permits and indicating that future violations will result in a complaint being filed with the contractors' state license board and/or legal action being taken against said contractor.

2. ***Second Violation.*** An administrative citation shall be issued, and a complaint shall be filed with the contractors' state license board and a copy of such complaint shall be sent to the sign contractor with a letter indicating that legal action may be taken if further violations occur. All correspondence shall be by certified mail.

3. ***Third and Subsequent Violations.*** A second administrative shall issue or other legal action may be taken against the contractor, using any method authorized by law.

Chapter 17.34 Signs on City Property

17.34.010 Authority, Scope, Proprietary Capacity

In adopting this Chapter, the City acts in its proprietary capacity as to City property, as defined herein, within the City. This Chapter is adopted in accordance with the freedom afforded to cities pursuant to the City's general and police powers; California Constitution Article XI, Section 7; California Government Code Sections 65000 et seq., 65850(b), 38774, and 38775; Business and Professions Code sections 5200 et seq., 5230, and 5490 et seq.; Penal Code 556; and other applicable State laws. The provisions of this Chapter and Chapter 17.33, Signs on Private Property, collectively constitute the "City Sign Ordinance."

17.34.020 Intent as to Public Forum

The City declares its intent that not all City property shall function as a public forum, unless some specific portion of City property is named herein as a public forum of one particular type; in such case, the declaration as to public forum type shall apply strictly and only to the specified area and for the specified time period.

17.34.030 Signs Must be Permitted or Exempted

Unless specifically authorized by this Chapter or other applicable law, no signs may be displayed on City property, except in or on a traditional public forum and in accordance with this Chapter. Any unauthorized sign posted on City property may be summarily removed by the City as a trespass and a public nuisance.

17.34.040 Temporary Signs Displaying Noncommercial Messages

In areas defined as traditional public forum areas, private persons may display noncommercial message signs thereon, provided that the signs conform to all of the following:

A. The signs must be personally held by a person, or personally attended by one or more persons. "Personally attended" means that a person is physically present within five feet of the sign at all times.

B. The signs may be displayed only during the time period of sunrise to sunset, except on occasions when the City Council or other public body is holding a public hearing or meeting; on such occasions, the display period is extended to 30 minutes after such meeting is officially adjourned.

C. The maximum aggregate size of all signs held by a single person shall be six square feet. For purposes of this rule only, apparel and other aspects of personal appearance do not count toward the maximum aggregate sign area.

D. The maximum size of any one sign that is personally attended by two or more persons is 24 square feet, measured on one side only.

E. The sign must have no more than two display faces and may not be inflatable or air-activated.

F. To serve the City's interests in traffic flow and safety, persons displaying signs shall not stand in any vehicular traffic lane when a roadway is open for use by vehicles, and persons displaying signs on public sidewalks must give clearance of at least five feet in width for pedestrians to pass by, unless the sidewalk in question is less than five feet in width, in which case clearance of sufficient width shall be provided so as not to impede or block pedestrian flow on the sidewalk. Persons holding signs may not block the view or line of sight within a "visibility triangle." "Visibility triangle" shall be defined as the area within the vertices of three points, measured from the corner of any vehicular intersection to two points located on the curbline 45 feet from said corner.

G. The message substitution policy of the Sign Ordinance applies only to the traditional public forum areas.

17.34.050 Certain Governmental Signs

The following signs may be erected and displayed on City property, subject to the rules set herein:

A. Traffic control and traffic directional signs erected by the City, including temporary traffic and traffic direction signs.

B. Official notices required or authorized by law.

C. Signs placed by the City in furtherance of its governmental functions, including commercial signs authorized by City, i.e. the City streetlight banner program.

D. Civic Event Signs. Civic and/or City-sponsored events signs on City property that express the City's own message.

E. Signs placed by the City on City property that express the City's own message, such as community directional signs. Such signs do not require a permit.

F. Signs placed by another governmental entity with the City's prior written permission.

17.34.060 Community Directional Signs

The City may locate community directional signs at its discretion on City property to allow persons to be directed to areas within the City, as follows:

A. The maximum number of signs shall be as approved by the City Manager to lead persons to identified areas, locations, or subdivisions within the City.

B. Signs shall be no larger than 60 inches by 12 inches, and shall be grouped on a single-, double-, or four-sided sign kiosk. Such structure shall contain no more than seven separate identifications and a City identification top piece.

C. Signs shall be located at various locations throughout the City along major transportation corridors, as approved by the City Manager. Each such approved sign may state the name of the public facility, subdivision, or community area; provide information to the public as determined by the City; and include a directional arrow.

D. The placement of each sign structure and its copy shall be reviewed and approved of by the Director prior to installation.

E. A plan shall be prepared showing the site of each sign and shall be submitted to and approved by the Director to the acceptance of a sign permit application, if requested by a private party.

F. Any sign approved for a particular community area or subdivision within the City shall not be changed to another community area or subdivision without prior approval of the Director.

G. There shall be no additions, tag signs, streamers, devices, display boards, or appurtenances added to the sign as originally approved. No other directional signing may be used such as posters, portable signs, vehicle signs, trailer signs, or temporary subdivision signs.

H. All signs not conforming to this Chapter shall be deemed a public nuisance and subject to removal from City property pursuant to Section 17.34.090, Immediate Removal of Signs on City Property, below.

17.34.070 Encroachments

When authorized by Chapter 17.33, Signs on Private Property, private party signs mounted on private property may project into City property or the public right-of-way only with an encroachment permit processed for all applicable and required City approvals prior to such projection and/or encroachment. Sign encroachment permits must satisfy all requirements of the Sign Ordinance, as well as all requirements applicable to encroachments generally, and all applicable safety codes (building, plumbing, electrical, etc.)

17.34.080 Commercial Speech and Activities

Commercial speech by sign, as well as all commercial activity, is prohibited on all City property and the public right-of-way. This provision does not apply to the City or its designees on City-owned property.

17.34.090 Immediate Removal of Signs on City Property

A. **Removal.** Any lettering, advertisement, card, poster, sign, or notice of any kind placed on City property or on any curb, sidewalk, post, pole, lamp post, hydrant, bridge, tree, or other surface located on City property in violation of the provisions of this Chapter, or any sign that constitutes an immediate peril to persons or property, may be removed without prior notice by any officer or employee of the City designated to do so by the City Manager. For the purposes of this Subsection, City property shall have the meaning as defined in this Chapter. The cost of removal and of any damage to City property resulting from the placement or removal of a sign under this Subsection shall be charged to the person who placed the sign or caused the sign to be placed. In any action, hearing, or other proceeding for violation of any of the provisions of this Section, proof that the sign or other matter contains the name of or otherwise identifies a person, firm, or corporation, or a particular committee or organization, shall constitute prima facie evidence that such person, firm, or corporation, or chairperson, president, or other head of the committee or organization, posted, or caused to be posted, the sign or other matter.

B. **Charge for Cost of Removal.** The City may recover the cost of removing signs as authorized by this Section. When the City has incurred any expense in removing the sign or other matter, or in repairing City property damaged because of the posting or removal of the sign or other matter, any such expense incurred shall constitute a debt owed to the City. The Director shall send a bill to the persons responsible for posting or causing to be posted the sign or other matter for the actual or estimated cost of removal. The Director may establish administrative regulations to govern the billing procedures. Each bill shall include the cost, both direct and indirect, involved in the removal of the sign or other matter and in administering the billing procedure. The bill shall describe the basis of the amount billed by indicating the number of signs or other matter posted illegally, the time necessary for removal, the hourly cost for removal, the right to a hearing as provided by the appeal provisions of the Sign Ordinance, and other relevant information. The bill shall also specify a date by which the bill is to be paid, shall be not less than 15 business days after the bill is mailed.

C. **Post Removal Hearing Regarding Signs Summarily Removed.** The owner or person in charge of any lettering, advertisement, card, poster, sign, or notice of any kind placed on City property, or constituting an immediate peril to persons or property, that has been removed by an officer or employee of the City without prior notice to the owner or person in charge pursuant to this Chapter, is entitled to a hearing to be conducted by the Director. The request for hearing shall be made in writing to the Director no later than 15 business days from the date the Director mails the billing statement specified in Subsection B, Charge for Cost of Removal, or within 30 calendar days of the date of the removal, whichever occurs first. The hearing shall be limited to determining whether the lettering, advertisement, card, poster, sign, notice, or other matter was located on

City property in violation of the provisions of this Chapter, or constituted an immediate peril to persons or property and the accuracy of the amount billed. Upon receiving a written request for the hearing, the Director shall set a hearing, which shall be held within 45 days from the date of receipt of the request. The Director shall provide written notification of the hearing to the applicant. The notification shall include the date, time, and place of the hearing. Following the hearing, the Director shall, within ten business days after the date of the hearing, notify the person billed of any adjustment to the bill or any determination not to make an adjustment. This notification shall specify the date by which such bill shall be paid, which shall not be less than 30 calendar days after the date of the hearing. Any person who fails to pay the amount billed to such person within the period specified therein shall also be liable for expenses incurred by the City in collecting the debt, including the cost of paying City employees or other persons engaged in debt collection.

D. **Decision.** The decision of the Hearing Officer operating under this Section shall be final. The decision of the Hearing Officer shall be made in writing, stating the reasons for the decision reached.

E. **Return of Materials.** Any sign removed by the City, except any sign of de minimus value, shall be held in storage and the owner or other person in control of such sign, if known, shall be given written notice and 30 days to reclaim such sign. Any illegal sign in the public right-of-way of de minimus value shall be deemed to be abandoned and may be destroyed by the City after removal. No opportunity to reclaim such sign shall be given by the City. For purposes of this Section, any sign made of cardboard or other nondurable material shall be deemed to be of de minimus value. Any sign that was removed under this Section may be returned to the owner only upon payment to the City of the costs of removal, as specified in this Chapter. If no timely request is made for a hearing, or if no demand is made for the return of the materials removed within the time permitted for requesting a hearing, the Director o is authorized to destroy or dispose of the removed material with no further notice.

17.34.100 Definitions

Definitions from Chapter 17.33, Signs on Private Property, are incorporated herein, unless modified by the following definitions, which apply specifically to this Chapter.

A. **City Property.** Land or other property in which the City of Rocklin holds a present right of possession and control, City road easements, and all public rights-of-way, regardless of ownership.

B. **Community Directional Sign.** A multi-sided sign structure with a unified design theme accommodating individual directional sign panels; also referenced as a "kiosk."

C. **Traditional Public Forum.** City-owned parks, the surfaces of City-owned streets, and, subject to the limitations set forth herein, sidewalks forming the City's vehicular and pedestrian circulation system. Sidewalks and associated rights-of-way located along the outside perimeter of the City Hall Complex are included within this definition. Specifically excluded from this definition, and in no way to be construed as a traditional public forum, is the interior of the City Hall Complex. As of the effective date of this Chapter, the City Hall Complex consists of four buildings (City Hall, Historic City Hall, Police Department, and Fire Department), internal roads and sidewalks, parking lots, a parking structure, adjacent recreation areas (inclusive of Memorial Park located east of the Historic City Hall), and pedestrian grounds.

Chapter 17.35 Standards for Specific Uses

17.35.010 Purpose

The purpose of this Chapter is to establish standards for specific uses and activities that are permitted or conditionally permitted in several or all zoning districts. These provisions are supplemental standards and requirements to minimize the impacts of these uses and activities on surrounding properties and to protect the health, safety, and welfare of their occupants and of the general public.

17.35.020 Applicability

Each land use and activity covered by this Chapter shall comply with the requirements of the Section applicable to the specific use or activity.

A. These standards are in addition to any applicable standard this Code required in the zoning district where the use or activity is proposed, all other applicable provisions of this Code, and any other deemed necessary or appropriate to ensure compatibility with existing or permitted uses in the vicinity, if applicable.

B. The uses that are subject to the standards in this Chapter shall be located only where allowed by zoning district, specific plan, and planned development use regulations.

C. The uses that are subject to the standards in this Chapter are allowed only when authorized by the planning permit required by zoning district, specific plan, or planned development regulations, such as a Conditional Use Permit, except where this Chapter establishes a different planning permit requirement for a specific use.

17.35.030 Accessory Uses

Accessory uses and activities that are clearly secondary to and customarily associated with a principal use on the site may be allowed in conjunction with the principal use to which it relates provided it does not result in an intensity of use that exceeds the intensity customarily associated with the primary use. Accessory uses and activities shall be subject to the same regulations as the principal use and any standards applicable to specific uses and activities found in this Chapter.

A. **Additional Limitations, IL and IG Districts.** In the IL and IG Districts, retail, eating and drinking, and entertainment accessory uses are limited to a maximum of 500 square feet, unless additional square footage is approved with a Minor Use Permit, and shall not attract or generate excessive auto or foot traffic in excess of that which is customary for the primary use.

17.35.040 Accessory Dwelling Units and Junior Accessory Dwelling Units

A. **Applications and Processing.**

1. Applications for junior accessory dwelling units or accessory dwelling units shall be processed within sixty (60) calendar days of receipt of a complete application and approved if they meet the requirements of this Chapter. Incomplete applications will be returned within fifteen (15) business days of receiving the incomplete application with a single written explanation of what additional information is required to submit a complete application.

2. For applications using a pre-approved accessory dwelling unit plan, the City shall process the application within thirty (30) calendar days of receipt of a complete application. Incomplete applications will be returned with an explanation of what additional information is required.

3. Notwithstanding subdivision A. above, if a completed application is submitted with a permit application to create a new single-family dwelling on the lot, the application for the junior accessory dwelling unit or accessory dwelling unit shall not be acted upon until the application for the new single-family dwelling is approved, but thereafter shall be ministerially processed within sixty (60) calendar days thereafter and approved if it meets the requirements of this Chapter. Occupancy of the junior accessory dwelling unit or accessory dwelling unit shall not be allowed until the City approves occupancy of the primary dwelling.

4. The City shall grant a delay in processing if requested by the applicant.

5. All applications for junior accessory dwelling units or accessory dwelling units shall be accompanied by an application fee.

6. All junior accessory dwelling units and accessory dwelling units are also subject to building inspection and permit fees.

B. **Locations Allowed.**

1. Accessory dwelling units and junior accessory dwelling units shall be a permitted use in all zones where residences are a permitted or conditional use.

2. Junior accessory dwelling units may be developed on any legally created lot and shall be located within the walls of the existing or proposed primary dwelling.

3. Accessory dwelling units may be located in any of the following places on a legally created lot:

   a. Attached to an existing or proposed primary dwelling;

b. Located within the walls of the existing or proposed dwelling;

c. Located within an existing accessory structure;

d. Detached from the existing dwelling, but located on the same lot as the existing or proposed primary dwelling; or

e. In existing multifamily dwelling structures within the portions of the structure that are not used as livable space provided that the unit complies with the California Building Standards Code as set forth in Title 15 of this code for dwellings. An accessory dwelling unit shall not be created within any portion of the habitable area of an existing dwelling unit in a multifamily structure. Up to twenty-five percent (25%) of the existing multifamily units in the building may be allowed as additional ADU's, provided that at a minimum at least one ADU unit is permitted.

f. Up to eight (8) detached accessory dwelling units on a lot with an existing multifamily dwelling structure, provided that the number of existing units on the lot are maintained, the height does not exceed eighteen feet (18'-0"), and that four-foot (4'-0") side and rear yard setbacks are maintained.

4. One (1) accessory dwelling unit may be allowed per residential lot containing an existing or proposed single-family residence. An accessory dwelling unit may be allowed in conjunction with a junior accessory dwelling unit when the requirements of Section 17.35.040.D, Development Standards, are met.

5. No more than two (2) total dwelling units, inclusive of any combination of primary dwelling units, accessory dwelling units, and junior accessory dwelling units shall be permitted on any single lot created through a subdivision pursuant to Government Code Section 66411.7 (SB 9, 2021). The maximum number of dwelling units on the original single-family parcel shall be four (4) units.

C. **General Requirements; Ownership; Rental.**

1. Junior accessory dwelling units and accessory dwelling units shall comply with all applicable building code requirements. However, fire sprinklers shall not be required in a junior accessory dwelling unit or accessory dwelling unit if they are not required for the primary dwelling unit.

2. Except the requirements related to fire sprinklers as set forth in Government Code Section 66323, all development standards contained in the underlying zoning district shall apply to junior accessory dwelling units and accessory dwelling units unless they are

inconsistent with the provisions of this Chapter, in which case the development standards of this Chapter shall apply.

3. ***Junior Accessory Dwelling Units.***

   a. Junior accessory dwelling units shall not be sold separately from the primary residence.

   b. Junior accessory dwelling units may be rented independently of the primary unit.

   c. Junior accessory dwelling units may not be rented for fewer than thirty consecutive calendar days.

   d. Either the junior accessory dwelling unit or the primary dwelling unit must be owner occupied, except if a junior accessory unit contains independent sanitation facilities, pursuant to Government Code Section 66333.

   e. Unless the property is owned by a governmental agency, land trust, or housing organization, one (1) of the dwellings on the lot must be the bona fide principal residence of at least one legal owner of the lot, as evidenced at the time of approval of the junior accessory dwelling unit by appropriate documents of title and residency.

   f. Prior to issuance of a building permit for a junior accessory dwelling unit, the owner shall record a covenant in a form prescribed by the City Attorney, which shall run with the land and provide for the following:

      i. A prohibition on the sale of the junior accessory dwelling unit, separate from the sale of the single-family residence;

      ii. A restriction on the size and attributes of the junior accessory dwelling unit consistent with this section;

      iii. A prohibition against renting the property for fewer than thirty (30) consecutive calendar days; and

      iv. A requirement that either the primary residence or the junior accessory dwelling unit be the owner's bona fide principal residence, unless the owner is a governmental agency, land trust, or housing organization.

   g. A copy of the recorded covenant shall be filed with the community development department prior to issuance of a building permit.

4. ***Accessory Dwelling Units.***

a. Accessory dwelling units shall not be sold separately from the primary residence, except as otherwise allowed by California law.

b. Accessory dwelling units may be rented independently of the primary unit.

c. Accessory dwelling units may not be rented for fewer than thirty consecutive calendar days.

d. No owner-occupied requirement shall be imposed for any accessory dwelling.

D. **Development Standards.**

1. ***Junior Accessory Dwelling Units.***

a. A junior accessory dwelling unit shall not exceed five hundred square feet in interior livable space in size, shall be contained entirely within the walls of a single-family residence, and shall contain at least an efficiency kitchen which includes a cooking appliance such as a stove, range or cooktop (microwaves and ovens cannot replace the stove), a sink with hot and cold water, a refrigerator of adequate size, and a food preparation counter and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.

b. No junior accessory dwelling unit shall be smaller than the size required to allow an efficiency unit pursuant to Health and Safety Code Section 17958.1.

c. A junior accessory dwelling unit may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the junior accessory dwelling unit shall share sanitation facilities with the primary residence.

d. A junior accessory dwelling unit entrance shall not face the same public street as the front door of the primary dwelling unit, unless compliance with this standard is physically precluded by site constraints as documented in the application plans.

e. Any expansion beyond the existing physical structure of the primary residence is limited to one hundred fifty square feet and shall be solely to accommodate ingress and egress, pursuant to Government Code Section 66323(a)(1)(A).

f. The primary dwelling unit side and rear setbacks may be reduced to no less than four feet to accommodate an exterior stair and landing that provide required access to the junior accessory dwelling unit if it is located on the second story.

g. A junior accessory dwelling unit shall be architecturally consistent with the primary dwelling unit by meeting the following objective standards:

i. The roof pitch of the junior accessory dwelling unit shall be within plus or minus two degrees (2º) of the same roof pitch of the primary dwelling unit; and

ii. The roof material shall be the same material type as the primary dwelling unit (e.g., composition shingle, concrete tile, standing seam metal); and

iii. The primary exterior cladding material shall be the same type as the primary dwelling (e.g., stucco, wood lap, brick veneer), or of a greater material quality as verified by the building official.

h. Any balcony, deck or open stair landing of a junior accessory dwelling unit that faces the rear or side property line (excluding a street side property line) must meet one of the following objective standards:

i. Setback: The elevated outdoor area must be setback ten feet (10'-0") or more from the side and rear property lines; or

ii. Screening: If the elevated outdoor area is setback less than ten feet (10'-0") from the side and rear property lines, it shall incorporate a permanent opaque visual screen at least six feet (6'-0") in height, measured from the surface of the floor. The screen must be continuous along the entire edge facing the property line. A maximum of ten (10) square feet of the elevated area needed solely for ingress/egress is exempt from this screening requirement.

i. Junior accessory dwelling units shall not be required to provide for any additional parking or make up for any parking displaced by their construction, including conversion of all or part of an existing garage.

2. ***Accessory Dwelling Units.***

a. Accessory dwelling units shall be exempt from lot coverage limitations to the minimum extent necessary to allow the construction of a detached or attached accessory dwelling unit, provided that the accessory dwelling unit complies with all other objective development standards, including height, setbacks, building code, and fire safety requirements.

b. Maximum Height:

i. Detached accessory dwelling units: The maximum height shall be sixteen feet (16'-0") measured from natural grade.

ii. Detached accessory dwelling units located within one-half (1/2) mile of a major transit stop or high-quality transit corridor: The maximum height

shall be eighteen feet (18’-0”) measured from natural grade, and shall be permitted an additional two feet (2’-0”) of height when necessary to accommodate a roof pitch that matches the primary dwelling, consistent with Government Code Section 66321(b)(4)(B).

iii. Detached accessory dwelling units on a lot that has an existing or proposed multistory multifamily dwelling: The maximum height shall be eighteen feet (18’-0”) measured from natural grade.

iv. Attached accessory dwelling units: The maximum height shall be twenty-five feet (25’-0”) or the height of the primary dwelling, whichever is lower, measured from natural grade.

c. No accessory dwelling unit shall be smaller than the size required to allow an efficiency unit pursuant to Health and Safety Code Section 17958.1.

d. An accessory dwelling unit shall have a separate entrance from the primary dwelling unit. Where the lot has more than one street frontage, the accessory dwelling unit entrance shall not face the same public street frontage as the primary dwelling unit. For lots with a single street frontage, the accessory dwelling unit may face the street only if the site plan demonstrates that access from the side or rear of the lot is physically precluded by one or more of the following objective conditions:

i. A lack of a minimum four-foot (4’-0”) clear path of travel at grade along the side or rear of the primary dwelling unit; or

ii. A running slope along the required path of travel greater than fifteen percent (15%); or

iii. A documented conflict with a legally recorded utility or access easement that prohibits such use.

e. An accessory dwelling unit shall contain a kitchen which includes a cooking appliance such as a stove, range or cooktop (microwaves and ovens cannot replace the stove), a sink with hot and cold water, a refrigerator of adequate size, and a food preparation counter and storage cabinets that are of reasonable size in relation to the accessory dwelling unit.

f. Except as specified below, an accessory dwelling unit shall be required to comply with the setback requirements of the zone in which the unit is to be located.:

i. No setback is required for an existing living area or an existing accessory structure converted to an accessory dwelling unit, or for a new accessory

dwelling unit constructed in the same location and built to the same dimensions as an existing structure.

ii. For all accessory dwelling units, a setback of four-feet (4'-0") is required from the rear and side property lines.

iii. An accessory dwelling unit may be located within the front setback if either of the following applies:

(1) It is physically or legally impossible to construct the accessory dwelling unit elsewhere on the lot without violating side or rear yard setbacks, height limits, building or fire-safety code requirements, or utility access requirements, and clear evidence of such impossibility is documented in the application file; or

(2) The accessory dwelling unit is located on a legal flag lot. For purposes of this subsection, the front yard of the flag lot shall be treated as a side yard for determining the required setback applicable to the accessory dwelling unit.

g. The maximum interior livable space for any attached or detached accessory dwelling unit shall not exceed one thousand two hundred (1,200) square feet. The maximum floor area for an attached accessory dwelling unit shall not exceed fifty percent (50%) of the existing primary dwelling; however, in all cases the city shall permit a minimum of 850 square feet and shall permit up to 1,000 square feet where an ADU provides more than one bedroom, consistent with Government Code Section 66321(b)(2).

h. An accessory dwelling unit, shall be architecturally consistent with the primary dwelling unit by meeting the following objective standards:

i. The roof pitch of the accessory dwelling unit shall be within plus or minus two degrees (2º) of the same roof pitch of the primary dwelling unit; and

ii. The roof material shall be the same material type as the primary dwelling unit (e.g., composition shingle, concrete tile, standing seam metal); and

iii. The primary exterior cladding material shall be the same type as the primary dwelling (e.g., stucco, wood lap, brick veneer), or of a greater material quality as verified by the building official.

iv. The window trim, sill height, and proportions shall be consistent with the primary dwelling; and

v. The building eave depth shall be within plus or minus twelve inches (12”) of the primary dwelling.

i. The City’s pre-approved ADUs plans are exempt from any objective design standards that conflict with the approved design.

j. No balcony, deck or open stair landing of an accessory dwelling unit that faces the rear or side property line nearest the accessory dwelling unit shall be permitted, except as needed to allow ingress and egress.

k. Parking for an accessory dwelling unit shall be as follows:

i. Except as provided in subsection ii., accessory dwelling units shall provide one (1) parking space per accessory dwelling unit. Accessory dwelling unit parking requirements are in addition to the parking required for the primary residence as provided in Chapter 17.31, Off-Street Parking. Parking spaces may be provided as tandem parking on a driveway or in setback areas unless the Community Development Director makes specific findings that tandem parking and parking in setback areas is not feasible because of specific topographical conditions and/or other conditions that would pose a risk to health and safety. No parking may extend into a public sidewalk or public right-of-way.

ii. No parking may be required for an accessory dwelling unit if any of the following apply:

(1) The accessory dwelling unit is contained within an existing primary residence or accessory structure or proposed primary residence.

(2) The accessory dwelling unit is located within one-half mile walking distance of public transit. For purposes of this section, "public transit" means a bus stop or train station where public transportation runs on fixed routes and charges set fares.

(3) The accessory dwelling unit is located within an architecturally and historically significant district.

(4) Where on-street parking permits are required but not offered to the occupants of the accessory dwelling unit.

(5) When a designated parking area for one or more car-share vehicles is located within one block of the accessory dwelling unit.

iii. When a garage, carport, covered parking structure, or uncovered off-street parking space is demolished or converted in conjunction with the

construction of an accessory dwelling unit, the parking spaces need not be replaced.

E. **Utilities and Impact Fees.**

1. No junior accessory dwelling unit or accessory dwelling unit shall be permitted if it is determined that there is not adequate water or sewer service to the property.

2. Except as provided in subsection 3., an accessory dwelling unit may be required to have a new or separate utility connection, including a separate sewer lateral, between the accessory dwelling unit and the utility. A connection fee or capacity charge may be charged that is proportionate to the size in square feet of the accessory dwelling unit or its drainage fixture unit (DFU) values. Separate electric and water meters shall be required for the second unit.

3. The following accessory dwelling units shall be exempt from any requirement to install a new or separate utility connection and to pay any associated connection or capacity fees or charges:

   a. Junior accessory dwelling units.

   b. Standard accessory dwelling units converted from interior space under Section 17.35.040.D.2, Accessory Dwelling Units, unless the unit is constructed within a new single-family home.

4. All utility extensions shall be placed underground.

5. Impact Fees.

   a. No impact fees may be imposed on (1) a junior accessory dwelling unit that has five hundred (500) square feet or less of interior livable space or (2) an accessory dwelling unit that has seven hundred fifty (750) square feet or less of interior livable space. For purposes of this section, "impact fees" include the fees specified in Sections 66000 and 66477 of the Government Code, but do not include utility connection fees or capacity charges.

   b. For accessory dwelling units that have a floor area of more than seven hundred fifty (750) square feet, impact fees shall be charged proportionately in relation to the square footage of the primary dwelling unit.

F. **Delay of Enforcement of Building Standards.**

1. Prior to January 1, 2030, the owner of an accessory dwelling unit that was built before January 1, 2020, may submit an application to the building official requesting that correction of any violation of building standards be delayed for five years. For purposes

of this section, "building standards" refers to those standards enforced by local agencies under the authority of Section 17960 of the California Health and Safety Code.

2. The building official shall grant the application if the building official determines that enforcement of the building standard is not necessary to protect health and safety. In making this determination, the director shall consult with the fire marshal. No delay may be granted for violations involving structural integrity, fire hazards, or other life-safety conditions.

3. No applications pursuant to this section shall be approved on or after January 1, 2030. However, any delay that was approved by the city before January 1, 2030, shall be valid for the full term of the delay that was approved at the time of the approval of the application.

4. Until January 1, 2030, any notice to correct a violation of building standard that is issued to the owner of an accessory dwelling unit built before January 1, 2020, shall include a statement that the owner has a right to request a delay in enforcement of the building standard for an accessory dwelling unit pursuant to this section.

5. This Section shall remain in effect until January 1, 2035, and as of that date is repealed.

17.35.050 Adult-Related Businesses

A. **Purpose.** The City Council finds that adult entertainment businesses, because of their very nature, have objectionable and deleterious operational characteristics and effects on adjacent areas, particularly when located in close proximity to each other and when located in close proximity to residentially zoned or used property. Special regulation of these businesses is necessary to insure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhoods. The primary purpose of the regulation is to prevent the concentration or clustering of these businesses in any one area.

B. **Location of Adult Related Businesses.**

1. Adult related businesses are permitted in any zone except for residential, public or quasi-public zones, and provided that the business complies with all other locational regulations of this section. No adult related business shall be located, established nor operated:

   a. Within 1,000 feet of any area zoned or used for residential purposes whether in the City, in an adjoining city or unincorporated area.

   b. Within 1,000 feet of any site used for assembly purposes by a religious organization.

c. Within 1,000 feet of any public or private school site (developed or designated). For the purposes of this Subsection, "designated" means a parcel that is General Plan designated, zoned, or that has been conditionally permitted to conduct such use.

d. Within 1,000 feet of any other existing adult related business.

e. Within 1,000 feet of any public park, or recreational area, or property zoned, planned or otherwise designated for such use by the City, including but not limited to park, playground, nature trails, swimming pool, athletic field or facility, or other similar public land within the City which is under the control, operation, or management of the City.

f. Within1,000 feet of any privately owned recreational facility that occupies a building that is 50,000 square feet or larger.

g. Distances required by these Subsections shall be measured from parcel line to parcel line.

2. In addition to the locational restrictions set forth in Subsection B, Location of Adult Related Businesses above, no part of the premises of an adult related business, including building, parking lot, landscaping, or signage shall be located and operated:

a. Within 1,000 feet of the right of way line of State Route 65; or

b. Within 500 feet of the right of way line of Granite Drive or on any parcel that has its primary access off of Granite Drive.

3. Adult related businesses shall not be located in any temporary or portable structures.

C. **Waiver of Location Provisions.**

1. Any property owner or his authorized agent may apply for a waiver of any location provisions as set forth in Section 17.35.050.B, Location of Adult Related Businesses. The Council, after receipt of the Planning Commission's recommendation and a hearing, may waive any locational provision, if the following findings are made:

a. That the proposed use will not be contrary to the public interest or injurious to nearby properties, and that the spirit and intent of this Section will be observed;

b. That the proposed use will not enlarge or encourage the development of a skidrow area or area of intense blight;

c. That the establishment of a regulated use in the area will not be contrary to any program of neighborhood conservation nor will it interfere with any program of urban renewal;

d. That all applicable regulations of this Code will be observed.

2. The procedure for this hearing shall be the same as that provided for in Chapter 17.44, Use Permits, for the issuance of Conditional Use Permits, including the same notice requirement, and the same fees payable by the applicant.

D. **Development and Operational Standards.** In addition to the development standards in the underlying zoning district and in addition to other provisions of this Code, the following development and operational standards apply to adult related businesses.

1. ***Signs.*** Signs, advertisements, displays, or other promotional materials showing "specific sexual activities" or men or women in a state of nudity or partial nudity or displaying specified anatomical areas shall not be shown or exhibited so as to be discernible by the public beyond the walls of the building or portion thereof in which the adult related business is conducted.

2. ***Noise.*** No loudspeakers or sound equipment shall be used by an adult related business for amplification of sound to a level discernible by the public beyond the walls of the building or portion thereof in which the adult related business is conducted.

3. ***Exterior Lighting.*** All exterior areas, including off-street parking areas and premise entries, of the adult related business shall be illuminated from dusk to closing hours of operation with a lighting system which provides an average maintained horizontal illumination of one foot-candle of light on parking surfaces and walkways. The lighting shall be maintained and evenly distributed at ground level with appropriate devices to screen, deflect or diffuse the lighting in such a manner as to prevent glare or reflected light from creating adverse impacts on adjoining and nearby public and private properties. Inoperable and/or broken lights shall be replaced within 72 hours.

4. ***Trash and Trash Enclosures.***

a. Trash dumpsters shall be enclosed by a screening enclosure and locked at all times so as not to be accessible to the public.

b. At least four times a day, the front and rear exteriors of any adult related business, along with the parking lot, shall be inspected for trash and debris and any trash and debris found shall be immediately removed and placed into a single locked trash bin lined with a plastic bag.

5. ***Posting Age Restrictions.*** The building entrance to the adult related business shall be clearly and legibly posted with a notice indicating that persons under the age of 18 are precluded from entering the premises.

6. ***Manager Stations.*** All indoor areas of the adult related business providing "live adult entertainment" within which patrons are permitted, except restrooms, shall be open to view within a direct line of sight at all times by the management from a designated manager station. Manager stations shall not exceed 32 square feet in area. Manager stations may include video monitoring of the adult related business, but all areas of the business must be visible by a direct line of sight as described in this Subsection.

7. ***Individual Viewing Areas.***

   a. "Individual viewing area" shall mean a viewing room in which visual displays of "specified anatomical areas" and "specified sexual activities" are regularly shown and which is less than 100 square feet in area.

   b. No individual viewing area shall be occupied by more than one individual at a time.

   c. Each individual viewing area within the adult related business shall be visible from a continuous and accessible main aisle in a public portion of the establishment, and shall not be obscured by any door, curtain, wall, two-way mirror or other device which would prohibit a person from seeing the entire interior of the individual viewing area from the main aisle. A manager shall be stationed in the main aisle at all times. Further, no one shall maintain any individual viewing area in any configuration unless the entire interior wherein the picture or entertainment that is viewed is visible from one main aisle. The entire body of any patron in any individual viewing area must be visible from the main aisle without the assistance of mirrors or any other device.

   d. No doors are permitted on an individual viewing area. No partially or fully enclosed individual viewing areas or partially or fully concealed individual viewing area shall be maintained.

   e. No holes or other opening shall be permitted between individual viewing areas. Any such hole or opening shall be repaired within 24 hours using "pop" rivets to secure metal plates over the hole or opening to prevent patrons from removing the metal plates.

   f. No beds, futons, or sofas shall be permitted in individual viewing area.

E. **Service of Alcoholic Beverages.** Adult related businesses located in IL (Industrial Light) and IH (Industrial Heavy) zones are prohibited from serving or offering alcoholic beverages for sale.

F. **Violations.** It shall be unlawful to establish or operate an adult related business in violation of this Section. It shall be unlawful for any owner, manager, patron or employee to violate any provision

of this Section. Any person who violates any provision of this Section shall be guilty of a misdemeanor and punishable as follows:

1. Any violation of this Section shall be punishable as a misdemeanor, which upon conviction shall be punishable by a fine not to exceed 1,000 dollars or by imprisonment in the county jail for not more than six months or by both such fine and imprisonment.

2. Any person who violates any provision of this Section shall be guilty of a separate offense for each and every day that any such person commits, continues, permits, or causes a violation thereof, and shall be punished accordingly.

3. Notwithstanding anything to the contrary, for the purposes of this Section, an act by an employee shall be imputed to the adult related business for purposes of finding a violation of this Section only if an officer, director, or general partner, or a person who managed, supervised, or controlled the operation of the business premises knowingly, or through negligent supervision of the employee, allowed such act to occur on the premises.

4. Nothing in this Section shall be deemed or constituted to prevent the City from commencing any civil proceeding otherwise authorized by law for the declaration and/or abatement of a public nuisance.

G. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Section and the ordinance to which it is a part, or any part thereof is held for any reason to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, the remaining sections, subsections, paragraphs, sentences, clauses, and phrases shall not be affected thereby. The City Council hereby declares that it would have adopted this Section and the ordinance to which it is a part regardless of the fact that one or more sections, subsections, paragraphs, sentences, clauses, or phrases may be determined to be unconstitutional, invalid, or ineffective.

17.35.060 Large Animal Keeping

A. **Applicability.** The keeping of large animals (excluding common household pets governed by Sections 6.44.050 and 6.44.060 of the Rocklin Municipal Code, which are not regulated by this Section) is permitted, subject to the provisions of this Section.

1. Domestic swine are permitted as household pets as provided in Title 6 of the Rocklin Municipal Code.

2. Notwithstanding the foregoing, goats and sheep are allowed in any zone of the City for the purpose of temporary grazing, provided, however, a grazing permit has been issued pursuant to Section 6.36.050 of the Rocklin Municipal Code and the animals are kept

consistent with the City's weed abatement and open space management grazing program.

B. **Allowances.**

1. ***Greenbrae Island Annexation Area (GA) Overlay Zone.*** In the Greenbrae Island Annexation Area (GA) Overlay Zone, large animals may be kept pursuant to Chapter 17.15, Greenbrae Island Annexation Area (GA) Overlay Zone.

2. ***Residentially Zones Parcels Greater than Five Acres in Size.*** Large quadrupeds, including horses, are permitted on residentially zoned parcels that are five acres or larger in size in the following numbers:

    a. Five mature animals and their immature offspring (not to exceed 15 animals in total).

        i. Additional animals may be kept, in a number to be determined by the Planning Commission, as an accessory use to a primary residential use pursuant to Conditional Use Permit approval.

3. ***RE-1 Zone South of Sunset Boulevard.*** In areas zoned RE-1 and located south of Sunset Boulevard, horses may be kept as an accessory use to a primary residential use on a lot a minimum 30,000 square feet in size in accordance with the following. Horses, but no other large quadrupeds, are allowed.

    a. ***Number.*** A maximum of one horse may be kept where the lot is less than one acre net. A maximum of two horses may be kept on a lot one acre net or greater in size.

        i. *Additional Horses.* Additional horses may be kept as an accessory use to a primary residential use on lots in excess of one acre net pursuant to Conditional Use Permit approval.

17.35.070 Kennels

A. **Application Submittal.** Applications for a Conditional Use Permit for a Kennel shall include the items specified in Section 17.42.020, Application Forms and Fees, and shall also include, but not be limited to the following:

1. Design plans for any exterior modifications related to the outdoor dog enclosure, such as walls, fencing, lighting, hardscape, and plantings;

2. A written statement of compatibility, including all relevant details of the proposed use, such as abutting business operations (if located in a multi-tenant building or adjacent to

other surrounding uses), type of use, operating hours, number of employees, parking, traffic impacts, and other pertinent information; and

3. When proposed within an existing multi-tenant building, the applicant shall provide a floor plan of their entire tenant space, as well as all adjacent tenant space; and

4. If any component of the kennel is proposed to be outdoors, a noise study (prepared by a qualified noise professional) is required to demonstrate compliance with the noise standards of the General Plan Noise Element and Noise Standards Ordinance.

5. In addition to the standard noticing requirements, any kennel application that includes an outdoor enclosure shall require an early notice to be mailed to surrounding properties. The early notice constitutes the final administrative action prior to the City's determination that an application submittal is complete. The notice shall be provided to all property owners of record and to mailing addresses within 300 feet of the subject property, advising that an application has been received, providing a summary of the application, and the location where project documents can be reviewed. This notice shall be mailed no fewer than thirty (30) days prior to the date of the Planning Commission hearing.

B. All kennels shall comply with the following criteria:

1. The kennel use facility, premises, and surrounding area shall be regularly cleaned and maintenance shall be conducted in accordance with applicable health and sanitation standards.

2. All animals housed in the facility shall be cared for in accordance with Chapter 11 (Pet Boarding Facilities) of the California Health and Safety Code (Sections 122380-122388).

3. The building or tenant space in which the kennel is located shall be improved and maintained such that animals housed there do not cause regular annoyance and disturbance to persons in the surrounding area, including but not limited to noise, odor, waste disposal, etc. A medical-grade filtration system shall be installed to prevent the spread of noxious odors.

4. The kennel use shall be conducted entirely within a building with no outside activities or storage, except:

   a. When a noise study is submitted and approved with the project application demonstrating compliance with applicable noise regulations;

   b. When the hours for any outdoor kennel operations are restricted to between the hours of 8:00 AM to 8:00 PM;

c. When located more than 200 feet from the boundary of any residentially zoned parcel;

d. When located on parcels that directly abut a State Highway, Interstate Highway, or Arterial Road, as designated in the General Plan Circulation Element, and the noise from the roadway facilities is the predominant noise source at the kennel location; and

e. When a sign is installed and maintained at the edge of the public right-of-way that clearly displays the name and telephone number of a designated business representative responsible for addressing noise or odor complaints.

5. The operations of the kennel shall comply with all applicable regulations and requirements of county and state agencies. All health and safety permits shall be posted in a public location

17.35.080 Drive Through Facilities

Drive-through facilities shall be located, developed, and operated in compliance with the following standards:

A. **Location.** Speaker boxes shall be located a minimum of 300 feet from any Residential Zone or use, unless a noise study is submitted demonstrating compliance with applicable noise standards.

B. **Circulation Plan and Queue Analysis**. A pedestrian and vehicular circulation plan shall be submitted for approval by the review authority. The plan and analysis shall include an analysis of trip generation characteristics of the proposed operation, queuing analysis, turning radius analysis, demonstrate that drive-through operations will not inhibit access to parking and loading or impede traffic flow on any public right-of-way, and detail how the standards of this Section will be complied with. The plan shall also demonstrate how loading and deliveries will be accommodated on- site.

C. **Hours of Operation**. Drive-through facilities located within 200 feet of a residentially zoned parcel shall not operate between the hours of 10:00 p.m. and 6:00 a.m. This limitation applies only to the drive-through facility and does not restrict the operating hours of the associated business.

D. **Circulation and Queuing Requirements.** Drive-through, pedestrian, and vehicular circulation shall be designed to provide for pedestrian safety and allow safe, unimpeded movement of vehicles at street access points and within the travel aisles.

1. Vehicles shall circulate to and through the drive-through facility in a manner that will not impede traffic flow on any public right-of-way.

2. Each entrance to and exit from an aisle and the direction of flow shall be clearly designated by signs and/or pavement markings. Crisscrossing of vehicles entering and exiting is not allowed.

3. Vehicle queuing shall be accommodated on site and shall not interfere with public rights-of-way, pedestrian and ADA pathways, or with on- or off-site parking and circulation, including access to parking stalls.

4. Interior pedestrian walkways must not intersect vehicle aisles, unless no alternative exists. In such cases, pedestrian walkways must have clear visibility, emphasized by enhanced paving or markings and comply with applicable Americans with Disabilities Act (ADA) requirements.

5. Aisles shall be designed or screened to prevent headlight glare onto any property or right-of-way.

17.35.090 Emergency Shelters

Emergency shelters shall be located, developed, and operated in compliance with the following standards.

A. **Location.** An emergency shelter shall not be established or operated at any location less than 300 feet from another emergency shelter.

B. **Maximum Occupancy.** The maximum occupancy of an emergency shelter shall not exceed sixty individuals.

C. **Waiting and Intake Areas.** Emergency residential shelters shall provide on-site waiting and intake areas that are screened from public view.

1. The intake and waiting area shall be suitably sized to prevent queuing in the public right-of-way or within any parking lot, but shall occupy a minimum area of 400 square feet.

D. **Staffing.** There shall be at least one staff member of the temporary resident shelter on-site at all times while temporary residents are present.

E. **Lighting.** Security lighting shall be provided to the satisfaction of the community development director.

F. **Security.** The applicant shall coordinate with the Rocklin Police Department to prepare a security plan for the facility, and shall provide the Rocklin Police Department with the name(s) and telephone number(s) of a responsible party(ies) to contact. The Rocklin Police Department may require the provision of onsite private security when the facility is occupied if deemed necessary by the chief of police.

G. **Hours of Operation.** Emergency residential shelters shall establish and maintain set hours for client intake/discharge. Said hours shall be posted at the entry to the facility.

H. **Length of Stay.** Each emergency shelter resident shall be allowed to stay for no more than 180 days (cumulative, not consecutive) in a 365-day period.

17.35.100 Employee Housing (for farmworkers)

A. **Six or Fewer Employees.** Employee housing providing accommodations for six or fewer employees shall be deemed to be a single-unit structure with a residential land use, and shall be treated the same as a single unit dwelling of the same type in the same zoning district.

B. **Districts Where Agriculture Uses Are Allowed.** The permitted occupancy in employee housing in a zone allowing agricultural uses shall include agricultural employees who do not work on the property where the employee housing is located, and may consist of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household on land zoned for agricultural uses. Such employee housing shall be considered to be an activity that in no way differs from an agricultural use.

17.35.110 Home Business

Home businesses shall be located, developed, and operated in compliance with the following standards.

A. **Purpose.** The purpose of this Section is to allow the conduct of home businesses which are incidental to and compatible with surrounding residential uses, while also maintaining and protecting the residential character, appearance, and quality of life within Rocklin neighborhoods. Limited home-based businesses may be permitted only when such activities are clearly incidental and subordinate to the primary residential use of the dwelling. All home-based business activities shall be conducted in a manner that does not create adverse impacts to the surrounding neighborhood, including but not limited to changes in residential appearance, increased noise, traffic, parking demand, commercial deliveries, or the regular presence of clients or employees. Activities that introduce or resemble commercial operations within residential areas are inconsistent with the purpose of this Section. The provisions of this Section are intended to allow the conduct of home businesses which are incidental to and compatible with surrounding residential uses.

B. **Applicability.** This Section applies to home businesses in any residential unit in the City regardless of the zoning district, and establishes the conditions and standards under which such uses may be permitted. The provisions of this Section are intended to ensure that home-based businesses remain compatible with surrounding residential uses and do not adversely affect the public health, safety, or welfare. Nothing in this Section shall be construed to allow commercial

operations that alter the residential character of the property or the surrounding neighborhood. This Section does not apply to family day care, which is regulated separately.

C. **Operational Standards.** Home businesses shall comply with the following operating standards:

1. ***Appearance of Residence.*** All home business activities shall be conducted completely within the dwelling unit or enclosed accessory structure.

   a. No more than 50 percent of the floor area of a garage may be used in the conduct of the home business, including storage. The vehicle door to the garage shall remain closed while the home occupation activity is being conducted.

2. ***Storage.***

   a. Outside storage is prohibited.

   b. On-site storage of hazardous materials (including toxic, explosive, combustible or flammable) beyond that normally incidental to residential use is prohibited.

3. ***Advertising and Signage.***

   a. No signs are permitted either on or off the premises to identify the business or solicit customers, except a building mounted nonilluminated identification sign of two inches by ten inches in size or less.

   b. No display of products and or equipment produced or used by the home business may be displayed so as to be visible from outside home.

4. ***Employees.***

   a. A maximum of one individual employed by the home business and not living in the residence is allowed to be present at the home business at any one time.

   b. Additional individuals may be employed by or associated with the home business, so long as they do not report to work at the home.

5. ***Client Visits.***

   a. A maximum of 12 clients or customers may visit the home business per day.

   b. Clients or customer visits at the home business shall only occur between 9:00 a.m. and 9:00 p.m.

   c. There shall be no more than two clients or customers at the home business at any one time.

6. ***Vehicles, Parking and Traffic.***

a. Commercial vehicles primarily associated with the business are not allowed, except when they are less than one ton capacity, less than ten feet in height, and of a size that would not overhang a sidewalk were it parked on a typical 20-foot driveway pad. No vehicles connected with a home business may park in such a way as to overhang a sidewalk or to create any traffic visibility safety hazard. All vehicle parking shall comply with Chapter 17.31, Off-Street Parking.

b. There shall be no commercial vehicle deliveries from or to the home business premises beyond what is normally incidental to residential uses.

c. No more than three vehicles can be parked at any one time at the residence in conjunction with the home business.

7. ***Nuisance Issues.***

a. No activity which produces radio or TV interference, noise, glare, vibration or odor discernable beyond the site is allowed.

b. No use of utilities or community facilities, including the material and volume of trash disposal, beyond that normal to the use of the property for residential purposes is allowed.

c. Issuance of a Home Business Permit shall not relieve the applicant from the duty and responsibility to comply with all other rules, regulations, ordinances or other laws governing the use of the premises and structures thereon, including, but not limited to, the Uniform Building Code, International Property Maintenance Code, the Uniform Fire Code or any private restrictions relative to the property.

D. **Cottage Food Operations.** A cottage food operation is allowed as a home business and an accessory use to any legally established residential unit subject to the following standards:

1. ***Registration.*** Cottage food operations shall be registered as "Class A" or "Class B" cottage food operations and shall meet the respective health and safety standards set forth in Section 114365 et seq. of the California Health and Safety Code.

2. ***Sales.*** Sales directly from a cottage food operation are limited to the sale of cottage food products. A cottage food operation shall not have more than $50,000 in gross annual sales in each calendar year.

3. ***Operator and Employee Allowed.*** Only the cottage food operator and members of the household living in the unit, as well as one full-time equivalent cottage food employee, may participate in a cottage food operation.

4. ***Equipment.*** Cottage food operations may employ kitchen equipment as needed to produce products for which the operation has received registration, provided that

equipment would not change the residential character of the unit, result in safety hazards, or create smoke or steam noticeable at the lot line of an adjoining residential property. Venting of kitchen equipment shall not be directed toward neighboring residential uses.

E. **Prohibited Home Businesses.** The following specific uses, either by operation or nature, are not incidental to or compatible with residential activities and shall therefore not be permitted as home businesses:

1. Adult-Related Businesses;
2. Ambulance or hearse service;
3. Ammunition sales, reloading;
4. Animal hospital or grooming facility;
5. Auto and other vehicle repair, including auto painting;
6. Bathhouse;
7. Commercial Lodging (other than short-term rentals)
8. Carpentry, cabinet making, woodworking, furniture repair, or similar operations determined by the Community Development Director to have the potential to create impacts to surrounding properties, except as follows:
    a. The Community Development Director may administratively approve a small-scale operation when the Director determines it will not create significant noise, dust, odor, vibration, or other impacts on surrounding properties. For purposes of this section, a small-scale operation shall generally be limited to 500 square feet of operational area, include no outdoor fabrication or storage, and include no commercial/industrial-scale machinery. The Director may impose conditions regarding noise attenuation, hours of operation, equipment, outdoor activities, or other operational characteristics. The approval shall be specific to that home business at this location and shall not run with the land. Violation of any condition may result in revocation of the approval and termination of the use, at the discretion of the Community Development Director.
9. Funeral parlor or mortuary;
10. Gyms or fitness centers;
11. Laundry;
12. Massage therapy;

13. Medical, chiropractic (using X-rays or other equipment not normally found in a residence), or dental clinics or hospitals;

14. Physical therapy;

15. Repair or fix-it shops, including:

    a. Repair or reconditioning or storage of boats and RV's,

    b. Repair or reconditioning or storage of major household appliances;

    c. Repair or reconditioning or storage of motorized vehicles or equipment on-site;

16. Restaurants or taverns;

17. Retail sales that involve on-site customer sales, display, or pickup. Retail sales conducted exclusively through shipment or delivery to the customer are permitted, provided the home occupation otherwise complies with the requirements of this Chapter;

18. Swim schools or swim lessons;

19. Upholstery shop;

20. Vehicle or equipment rental;

21. Veterinary services, including boarding; and

22. Welding.

F. **Permit Required.** No person shall conduct a home business without first obtaining a Home Business Permit and a valid business license certificate under Title 5 of this Code.

1. ***Application.***

    a. The Director may require information as is necessary to determine the location and type of such business, and the manner in which it will be conducted.

    b. The Home Business Permit is personal to the permittee named on the permit and for the business to be conducted at the location stated on the permit. The permit is not transferrable.

    c. The applicant for a Home Business Permit must be the owner and occupant of the home, or, if a tenant occupying the home, must have the written authorization of the owner or owner's designee.

2. ***Action.***

    a. ***Issuance.*** If the Director determines that the home business can be conducted in compliance with the regulations of this Section, the Director shall issue the permit. Additional conditions may be attached thereto such as may be necessary

to ensure that such business will not become a nuisance or annoyance to the surrounding neighborhood.

b. ***Denial.*** If the Director determines the proposed business may be an annoyance or a detriment to the surrounding neighborhood, or that the business cannot be conducted in compliance with the regulations set forth in this Section, the permit may be denied.

3. ***Non-Transferrable Permit.*** Home Business Permits shall not be transferrable by the designated permittee to any other person.

4. ***Expiration.***

a. Home Business Permits shall automatically expire two years after the date of issuance unless renewed.

b. Any Home Business Permit lawfully issued prior to the effective date of this ordinance shall remain valid for a period of two (2) years following the effective date of this ordinance. Thereafter, such permit shall expire unless renewed in accordance with the requirements of this Title.

c. Home Business Permits shall immediately expire upon discontinuance of the home business or expiration of the business license certificate.

G. **Inspection.** The Director may visit and inspect the site of a home business periodically to ensure compliance with all regulations and conditions to which the permit is subject, during normal business hours, and upon giving reasonable notice.

H. **Violation.**

1. Based on one or more complaints, the Director shall investigate any home business to ascertain if the conduct thereof violates regulations set forth in this Section or the conditions of the permit. If the determination is made that a violation exists, the permittee shall be notified in writing in accordance with Rocklin Municipal Code Section 1.14.022, Notice of Violation and/or Stop Order, and given a reasonable opportunity to correct the alleged violation. If the permittee fails to comply with the written notice, the violation shall be presented to the Director for a determination. The Director shall issue a final determination notice, which shall be served in accordance with the provisions of Rocklin Municipal Code Section 1.14.029, Service of Notices. If the final determination is that a violation exists, the Director shall order that the home business cease. A continuation of the home occupation thereafter shall constitute a violation of this Title.

2. Nothing in this Section shall be read to permit the conduct of a home occupation in violation of the conditions of the permit or to limit the right of the City to bring any action

for a violation thereof, notwithstanding the acquiescence of surrounding neighbors to the manner in which the home business is conducted.

3. Any person issued a notice of violation or a final determination notice may contest the violation in accordance with Rocklin Municipal Code Title 1, Article III, Hearings, and Article IV, Judicial Review.

17.35.120 Mobile Home Parks

A. **Purpose.** This Section provides opportunity for a variety of mobile home park environments which are compatible with the surrounding area in which they are placed. Development of mobile home parks in accordance with adopted regulations will increase the options for affordable housing and allow design flexibility in response to different site conditions and potential markets.

B. **Accessory Uses.** Mobile home parks may, subject to the issuance of a Conditional Use Permit, contain the following accessory uses, in addition to permitted uses within the underlying zone:

1. Commercial uses which are for the convenience of residents of the park, such as coin-operated laundry rooms and recreational facilities;

2. Outside storage for boats, campers and other large vehicles for the convenience of residents of the park;

3. Office space for management and sale or rent of on-site mobile home units or spaces.

C. **Mobile Home Park Area.** Each mobile home park shall have a minimum area of not less than five acres.

D. **Space Area.** Each mobile home space shall be designed to be occupied by one mobile home, and uses accessory thereto. Space sizes shall be appropriate to anticipated sizes of mobile homes, required yard setbacks, outdoor living areas, and on-site parking, and shall meet the following minimum requirements:

1. Spaces designed for a single-width mobile home shall not be less than 2,400 square feet, and not have a space width less than 35 feet.

2. Spaces designed for double-width mobile homes shall not be less than 3,000 square feet, and not have a space width less than 45 feet.

E. **Perimeter Yards.** There shall be a landscaped yard setback for mobile home parks of not less than the required setbacks of the underlying zone, but in no case less than 20 feet adjoining each interior property line. Where the interior yard abuts the rear yard of adjoining residentially zoned properties, then the interior landscaped area shall not be less than the rear yard setback requirement of the adjoining property.

F. **Landscaping.** All minimum setback areas, open spaces and recreational areas shall be permanently landscaped and maintained with ground cover, trees and shrubs. Earth berming shall be encouraged.

G. **Perimeter Fencing.**

1. Perimeter fencing six feet in height shall be erected along boundary lines of the mobile home park, except that perimeter fencing abutting any public right-of-way shall be located behind the required landscaped yard area. All perimeter fencing shall be constructed of masonry or shall be constructed of wood with masonry pilasters, spaced a maximum of six feet apart.

2. Perimeter fencing may be waived when the Planning Commission finds that the natural terrain forms an acceptable barrier.

H. **Separations Between Mobile Homes and Other Structures.**

1. A yard of not less than five feet shall be provided between the boundary line of each space and any mobile home, travel or recreational trailer, or accessory structure.

2. Minimum setbacks from any internal roadway and mobile home or other structure shall be ten feet.

I. **Outdoor Living Area.** Private outdoor living and service areas shall be provided on each mobile home space for the privacy of the occupants. The minimum area shall not be less than 300 square feet, with a least dimension of 15 feet.

J. **Interior Access Roadways.** No mobile home, travel or recreational vehicle space shall have direct frontage on any public street. The private, interior roadways shall meet the following standards:

1. Private access roadways shall be of circular design where possible, and provide vehicular access at two or more points. Roadways with only one point of access shall not exceed 150 feet in length; however, such drives may exceed 150 feet in length if the design includes a turnaround arrangement or emergency access arrangement, to the satisfaction of the Fire Chief.

2. Private access roadways on which parking is prohibited shall be installed with a minimum full travel pavement width of 28 feet. Roadways on which parking is to be allowed on one side shall have a minimum width of 32 feet. Roadways on which parking is to be allowed on both sides shall have a minimum width of not less than 40 feet.

K. **Storage Area.** One or more common storage areas for the convenience of the residents of the park shall be provided in an amount equal to at least 100 square feet of storage area per mobile home space. This outside storage area shall be completely enclosed with security fencing and

adequately screened from exterior view. Such a storage area shall not be located within any street or perimeter yard setback.

17.35.130 Outdoor Dining and Seating

Outdoor dining and seating shall be located, developed, and operated in compliance with the following standards.

A. **Applicability.** The standards of this Section apply to outdoor dining and seating located on private property. Outdoor dining and seating located in the public-right-of-way is subject to an encroachment permit.

B. **Accessory Use.** Outdoor dining and seating shall be conducted as an accessory use to a legally established eating and drinking establishment that is located on the same lot.

C. **Review Required.** Outdoor dining and seating consisting of a maximum of two outdoor tables with four chairs per table, is subject only to staff approval.

1. Staff may administratively approve additional tables and chairs on a case-by-case basis provided the standards of this Section are met and taking into consideration potential impacts such as location, noise, parking, outdoor alcohol consumption, lighting, hours of operation, accessibility, center performance, etc. In the event staff is unable to grant a request due to the potential impacts the applicant may apply for a Conditional Use Permit.

D. **Enclosure Materials.** If proposed or otherwise required, decorative fencing and/or container plantings shall be used to delineate outdoor seating areas to the satisfaction of the Community Development Director.

E. **Furniture.** Decorative and sturdy metal outdoor furniture which compliments the buildings and environment created for the area shall be used in all outdoor seating areas to the satisfaction of the Community Development Director. No plastic furniture shall be permitted.

F. **Public Address System.** Use of a public address system that can be heard outside of the building is prohibited.

G. **Amplified Sound.** Use of an amplified sound system to provide music for the outdoor seating area is permissible however such music is intended to be a muted background noise and should not be audible from a distance of 100-feet from the building.

H. **Hours of Operation.** The hours of operation are limited to the hours of operation of the associated eating and drinking establishment.

I. **Parking.** Where an outdoor dining and seating area occupies less than 500 square feet, additional parking spaces for the associated eating and drinking establishment are not required. Parking shall be provided according to the required ratio in Chapter 17.31, Off-Street Parking, for any outdoor dining and seating area exceeding 500 square feet, unless a reduction is approved pursuant to Section 17.31.050, Parking Reductions.

J. **Litter Removal.** Outdoor dining and seating areas shall remain clear of litter at all times.

17.35.140 Single Room Occupancy (SRO) Facilities

Single Room Occupancy (SRO) Facilities shall be shall be located, developed, and operated in compliance with the following standards.

A. **Occupancy.**

1. SRO rooms shall be occupied by no more than two persons.

2. SRO rooms shall be occupied as the primary residence of the tenant. Transient occupancy of SRO rooms shall not be allowed. For purposes of this Section "transient" shall be as defined in RMC Section 5.24.020.

B. **Location.** Proximity to transit and alternative transportation modality shall be considered and encouraged in the siting of all SRO facilities.

C. **Unit Size.** SRO rooms shall be a minimum of 150 square feet in area and a maximum of 400 square feet in area.

D. **Facilities.**

1. ***Kitchen.*** No kitchen facilities are required to be provided. Full or partial individual kitchen facilities may be provided for each room, or one common (shared) kitchen/dining area may be provided if the developer/operator so desires.

2. ***Bathrooms.*** Private bathroom facilities shall be provided within each unit to include, at a minimum, a toilet and wash basin. Bathtubs and/or shower facilities shall be provided but may be provided within individual rooms, or may be shared.

3. ***Laundry Facilities.*** A common laundry area shall be provided at a rate of not less than one washer and one dryer for the first ten rooms, with one additional washer and one additional dryer provided for every five additional rooms or fraction thereof.

4. ***Accessibility.*** Any and all common facilities shall be provided as fully accessible, to the satisfaction of the Building Official.

E. **Manager's Office or Unit.** An on-site management office or manager's unit shall be provided. "House rules" shall be submitted as a part of the use permit application.

F. **Storage for Residents.** A private, secured storage space of not less than 50 cubic feet per resident shall be provided. Storage space may be provided in private closet(s) accessible from individual SRO rooms; and/or as individually locked areas accessible from a common room; and/or within a separate on-site storage structure. Where storage space is provided within a separate structure, such structure shall provide for separate, locking storage spaces for each SRO room, and shall be of sufficient construction to protect stored items from weather.

17.35.150 Special Events

This Section establishes standards for certain uses that are intended to be of limited duration of time and that will not permanently alter the character or physical facilities of the site where they occur.

A. **Applicability.** The provisions of this Section apply to special events on private property. Special events on public property or in the public right-of-way require other permits from the City.

B. **Special Events Not Requiring a Special Event Permit.** The following types of special events may be conducted without a special event permit.

1. ***Yard/Garage Sales.*** Yard and garage sales in conformance with Chapter 5.30, Residential Garage Sales, of the Rocklin Municipal Code.

2. ***Non-Profit Fund Raising.*** Fund raising activities by tax exempt organizations pursuant to 501(C) of the Federal Revenue and Taxation Code are allowed in non-residential zones with no limitation on the number of occasions and duration where there is no disruption to the normal circulation of the site; encroachment upon driveways, pedestrian walkways, or required parking or landscaped areas; obstruction to sight distances; or other created hazard for vehicle or pedestrian traffic.

3. ***Private Celebrations.*** Private celebrations such as birthday parties, graduation parties, and wedding receptions that are held in honor of a resident of the premises or a family member or acquaintance of a resident of the premises, open to invited guests and not the general public, and compensation for attendance is not made.

4. ***Small Special Events.*** Small special events that meet the following criteria:

   a. Groundbreakings, ribbon-cuttings or grand openings 75 attendees or less at any one time.

   b. The event will occur on a single day between 8:00am and 10:00pm and all related activities will occur entirely on site.

   c. Parking will be accommodated on site or in permissible on-street public parking locations.

d. Designated handicap parking stalls will remain accessible.

e. Amplified sound shall not be audible beyond property lines.

f. No special or additional lighting will be required or utilized for the event.

g. No more than one temporary "A-Frame" type sign can be used one-day in advance of the event, located at least three feet outside of the public right-of-way and removed after the event.

h. All equipment and debris shall be removed no later than 5:00pm the following day.

i. Any damage sustained to the parking lot or landscape areas shall be repaired/replaced within 14 days of notice of the damage.

j. No more than four pop-up tents (open on all sides) can be used, however additional shade structures, fencing, stages and/or outdoor cooking may be permissible with the approval of the Rocklin Fire Department.

k. No fireworks, outdoor fires, and/or luminaries may be used.

l. Alcohol sales or consumption may be permissible with approval of a one-day alcohol license from the California Department of Alcoholic Beverage Control and the Rocklin Police Department.

m. A fire extinguisher shall be made available and placed in a visible area.

n. One or more properly licensed food trucks may be permissible with the approval of the Rocklin Fire Department and assuming they do not interfere with compliance of any of the other criteria noted herein.

o. The event sponsor will provide or ensure adequate staffing and security to manage the event.

p. Event information, including sponsor information, is provided the Planning Division a minimum of two business days prior to the event for record keeping purposes.

q. If the event includes elements that require approval by the Rocklin Fire or Police Departments they must be contacted a minimum of ten business days prior to the event.

C. **Special Events Requiring a Special Event Permit.** Other special events may be permitted pursuant to Chapter 17.45, Special Event Permits, as follows.

1. ***Administrative Review.*** An Administrative Review Special Event Permit is required for a special event whose impacts on surrounding properties and rights-of-way are minimal, as determined by the Director under Section 17.45.020, Classification of Special Events. Special events subject to Administrative Review Special Event Permits include the following:

    a. Christmas tree sales.

    b. Pumpkin sales.

    c. Arts or crafts exhibitions.

    d. Private sidewalk/parking lot sales.

    e. Temporary parking lots for community events on public or private property.

2. ***City Council Review.*** A City Council Review Special Event Permit is required for a special event whose impacts on surrounding properties and rights-of-way may be substantial, as determined by the Director under Section 17.45.020, Classification of Special Events. Special events subject to City Council Review Special Event Permit include the following.

    a. Flea markets.

    b. Athletic events.

    c. Rodeos.

    d. Carnivals.

    e. Festivals.

    f. Outdoor dances.

    g. Fairs.

    h. Circuses.

17.35.160 Supportive and Transitional Housing

A. **Supportive and Transitional Housing, Generally.** Pursuant to California Government Code Section 65583(c)(3), transitional and supportive housing constitute a residential use and are subject only to those restrictions that apply to other residential uses of the same type in the same zoning district.

B. **Supportive Housing, Up to 50 Units.** Pursuant to California Government Code Section 65651, supportive housing development with up to 50 supportive housing units shall be permitted by

right in all Zoning Districts where multi-family and mixed use residential development are permitted provided the development satisfies all of the following requirements:

1. All supportive housing units within the development are subject to a recorded affordability restriction for 55 years.

2. One hundred percent of the units, excluding managers' units, within the development are dedicated to lower income households and are receiving public funding to ensure affordability of the housing to lower income Californians. For purposes of this paragraph, “lower income households” has the same meaning as defined in Section 50079.5 of the Health and Safety Code .

3. At least 25 percent of the units in the development or 12 units, whichever is greater, are restricted to residents in supportive housing who meet criteria of the target population. If the development consists of fewer than 12 units, then 100 percent of the units, excluding managers' units, in the development shall be restricted to residents in supportive housing.

4. The developer shall provide the information required by California Government Code Section 65652 to the Planning Division.

5. Nonresidential floor area shall be used for onsite supportive services in the following amounts:

    a. For a development with 20 or fewer total units, at least 90 square feet shall be provided for onsite supportive services.

    b. For a development with more than 20 units, at least 3 percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.

6. The developer replaces any dwelling units on the site of the supportive housing development in the manner provided in paragraph (3) of subdivision (c) of Section 65915.

7. Units within the development, excluding managers' units, include at least one bathroom and a kitchen or other cooking facilities, including, at minimum, a stovetop, a sink, and a refrigerator.

8. Notwithstanding any other provision of this Section to the contrary, the local government shall, at the request of the project owner, reduce the number of residents required to live in supportive housing if the project-based rental assistance or operating subsidy for a supportive housing project is terminated through no fault of the project owner, but only if all of the following conditions have been met:

a. The owner demonstrates that it has made good faith efforts to find other sources of financial support.

b. Any change in the number of supportive service units is restricted to the minimum necessary to maintain project's financial feasibility.

c. Any change to the occupancy of the supportive housing units is made in a manner that minimizes tenant disruption and only upon the vacancy of any supportive housing units.

17.35.170 Telecommunication Facilities

A. **Applicability and Exemptions.** The requirements of this Section apply to all telecommunication facilities that transmit and/or receive electromagnetic signals, including but not limited to personal communications services (cellular and paging) and radio and television broadcast facilities. The requirements apply to telecommunication facilities that are the primary use of a property and those that are accessory facilities, except that the following facilities are exempt:

1. Accessory facilities as follows:

   a. Licensed amateur (ham) radio and citizen band operations.

   b. Hand-held, mobile, marine, and portable radio transmitters and/or receivers.

   c. Emergency services radio.

   d. Radio and television mobile broadcast facilities.

   e. Antennas and equipment cabinets or rooms completely located inside of permitted structures or behind, and completely screened by, parapets or other roof elements.

   f. A single ground- or building-mounted receive-only radio or television antenna that complies with the height limitations and setback requirements of this Code, including any mast, or a receive-only radio or television satellite dish antenna.

      i. Undergrounding Required. All wires and/or cables necessary for operation of an antenna shall be placed underground or attached flush with the surface of the building or the structure of the antenna.

2. Any antenna or wireless communications facility that is exempt from local regulation pursuant to the rules and regulations of the Federal Communications Commission (FCC) or a permit issued by the California Public Utilities Commission (CPUC). The owner or operator of such facility shall provide the Director with a copy of a current FCC or CPUC permit or a copy of applicable FCC regulations prior to its installation.

3. Minor modifications to existing wireless facilities, including replacement in-kind or with smaller or less visible equipment, that meet the standards set forth in this Section and will have little or no change in the visual appearance of the facility.

4. Facilities located on City owned property.

B. **Permit Requirements.** At the sole discretion of the Director, technical information submitted as part of a project application may be referred to a technical professional retained by the City to provide independent peer review of information for consistency with the requirements of this Section. The applicant shall pay the reasonable actual cost and a reasonable administrative fee for hiring a technical professional to provide peer review.

1. ***Co-located Facilities.*** Permitted by right when proposed to be co-located on a facility that was subject to a discretionary permit issued on or after January 1, 2007 and an environmental impact report was certified, negative declaration or mitigated negative declaration was adopted, or an exemption was issued for the wireless telecommunication collocation facility in compliance with the California Environmental Quality Act and the collocation facility incorporates required mitigation measures specified in any applicable environmental impact report, negative declaration, or mitigated negative declaration.

2. ***Stealth Facilities.***

   a. *Nonresidential Zones.* Stealth facilities in which the antenna and the support equipment are hidden from view in a structure or concealed as an architectural feature, are permitted in all nonresidential zones subject to Design Review and Minor Use Permit approval.

   b. *Residential Zones.* Stealth facilities in which the antenna and the support equipment are hidden from view in a structure or concealed as an architectural feature, are permitted in Residential Zones subject to Design Review and Conditional Use Permit approval.

3. ***Non-stealth Facilities.*** Permitted in nonresidential zones subject to Design Review and Conditional Use Permit approval.

C. **Standards.** Telecommunication facilities shall be located, developed, and operated in compliance with all of the following standards and with applicable standards of the zoning district in which they are located.

1. ***Location and Siting.***

   a. No new freestanding facility, including a tower, lattice tower, or monopole, shall be located within 1,000 feet of another freestanding facility, unless appropriate camouflage techniques have been used to minimize the visual impact of the

facility to the extent feasible, and mounting on a building or co-location on an existing pole or tower is not feasible.

b. All wireless telecommunication facilities shall meet the building setback standards of the zoning district which they are to be located, or be setback a minimum of 10 feet from the property line, whichever results in the greater setback.

c. When feasible, providers of personal wireless services shall co-locate facilities in order to reduce adverse visual impacts. The Director may require co-location or multiple-user wireless telecommunication facilities based on a determination that it is feasible and consistent with the purposes and requirements of this Section.

d. When determined to be feasible and consistent with the purposes and requirements of this Section, the Director shall require the applicant to make unused space available for future co-location of other telecommunication facilities, including space for different operators providing similar, competing services.

2. ***Support Structures.*** Support structures for telecommunication facilities may be any of the following:

a. An existing non-residential building.

b. An existing structure other than a building, including, but not limited to, light poles, electric utility poles, water towers, lattice towers, and flag poles. This term includes an electric utility pole erected to replace an existing electric utility pole, if the replacement pole will serve both electric and wireless communications functions, and if the replacement pole is substantially equivalent to the predecessor pole in placement, height, diameter and profile.

c. An alternative tower structure such as a clock tower, steeple, functioning security light pole, functioning recreational light pole, or any similar alternative-design support structure that conceals or camouflages the telecommunication facility. The term "functioning" as used herein means the light pole serves a useful and appropriate lighting function as well as a wireless communications function.

d. Existing publicly-owned and operated monopole or a lattice tower exceeding the maximum height limit.

e. A single pole (monopole) sunk into the ground and/or attached to a foundation. Any new monopole shall be constructed to allow for co-location of at least one other similar communications provider.

f. A monopole mounted on a trailer or a portable foundation if the use is for a temporary communications facility.

3. ***Height Requirements.*** Telecommunications facilities may exceed the height limit of the base zoning district in which it is located by a maximum of 15 feet unless additional height is specifically allowed pursuant to Design Review and Conditional Use Permit approval.

4. ***Design and Screening.*** Telecommunication facility structures and equipment shall be located, designed and screened to blend with the existing natural or built surroundings, as well as any existing support structures, so as to reduce visual impacts to the extent feasible.

a. *Stealth Facilities.* State of the art stealth design technology shall be utilized as appropriate to the site and type of facility. Where no stealth design technology is proposed for the site, a detailed analysis as to why stealth design technology is physically and technically infeasible for the project shall be submitted with the application.

b. *Other Facility Types.* If a stealth facility is not feasible, the order of preference for facility type is, based on their potential aesthetic impact: façade-mounted, roof-mounted, ground-mounted, and free-standing tower or monopole. A proposal for a new ground-mounted or free-standing tower shall include factual information to explain why other facility types are not feasible.

c. *Minimum Functional Height.* All free-standing antennas, monopoles, and lattice towers shall be designed to be the minimum functional height and width required to support the proposed antenna installation, unless it can be demonstrated that a higher antenna, monopole, or tower will facilitate co-location.

d. *Camouflage Design.* Telecommunication facilities that are mounted on buildings or structures shall be designed to match existing architectural features, incorporated in building design elements, camouflaged, or otherwise screened to minimize their appearance in a manner that is compatible with the architectural design of the building or structure.

e. *Equipment Cabinets.* Equipment cabinets shall be located within the building upon which antennae are placed, if technically feasible. Otherwise, equipment cabinets and buildings, and associated equipment such as air conditioning units and emergency generators, shall be screened from view by a wall or landscaping,

as approved by the City, and meet applicable noise standards. Any wall shall be architecturally compatible with the building or immediate surrounding area.

f. *Landscaping.* Landscaping shall be provided for and maintained to screen any ground structures or equipment visible from a public right-of-way.

g. *Lighting.* Artificial lighting of a telecommunication facility, including its components, is prohibited, unless required by the Federal Aviation Administration. A motion-sensor light may be used for security purposes if the beam is directed downwards, shielded from adjacent properties, and kept off except when personnel are present at night.

h. *Advertising.* No advertising shall be placed on telecommunication facilities, equipment cabinets, or associated structures.

5. ***Security Features.*** All facilities shall be designed to minimize opportunities for unauthorized access, climbing, vandalism, graffiti, and other conditions that would result in hazardous conditions, visual blight, or attractive nuisances.

a. *Fencing.* Security fencing, if any, shall not exceed the fence height limit of the base zoning district. Fencing shall be effectively screened from view through the use of landscaping. No chain link fences shall be visible from public view.

b. *Maintenance.* The permittee shall be responsible for maintaining the site and facilities free from graffiti.

6. ***Radio Frequency Standards and Interference.***

a. *Radio Frequency.* Telecommunication facilities shall comply with federal standards for radio frequency emissions and interference. Failure to meet federal standards may result in termination or modification of the permit.

b. *Interference.* Telecommunications facilities shall not interfere with public safety radio communications.

7. ***Co-location.*** The applicant and owner of any site on which a telecommunication facility is located shall cooperate and exercise good faith in co-locating telecommunication facilities on the same support structures or site. Good faith shall include sharing technical information to evaluate the feasibility of co-location, and may include negotiations for erection of a replacement support structure to accommodate co-location. A competitive conflict to co-location or financial burden caused by sharing information normally will not be considered as an excuse for the duty of good faith.

a. All facilities shall make available unused space for co-location of other telecommunication facilities, including space for these entities providing similar,

competing services. Co-location is not required if the host facility can demonstrate that the addition of the new service or facilities would impair existing service or cause the host to go offline for a significant period of time. In the event a dispute arises as to whether a permittee has exercised good faith in accommodating other users, the City may require the applicant to obtain a third party technical study at applicant's expense. The City may review any information submitted by applicant and permittee(s) in determining whether good faith has been exercised.

b. All co-located and multiple-user telecommunication facilities shall be designed to promote facility and site sharing. Telecommunication towers and necessary appurtenances, including but not limited to parking areas, access roads, utilities and equipment buildings, shall be shared by site users whenever possible.

c. No co-location may be required where it can be shown that the shared use would or does result in significant interference in the broadcast or reception capabilities of the existing telecommunication facilities or failure of the existing facilities to meet federal standards for emissions.

d. Failure to comply with co-location requirements when feasible or cooperate in good faith as provided for in this Section is grounds for denial of a permit request or revocation of an existing permit.

8. ***Fire Prevention.*** All telecommunication facilities shall be designed and operated consistent with requirements of the Fire Code.

9. ***Surety Bond.*** As a condition of approval, an applicant for a building permit to erect or install a telecommunication facility may be required to post a cash or surety bond in a form and amount acceptable to the City Attorney to cover removal costs of the facility in the event that its use is abandoned or the approval is otherwise terminated.

D. **Required Findings.**

1. ***General Findings.*** In approving a telecommunication facility, the decision-making authority shall make the following findings:

a. The proposed use conforms with the specific purposes of this Section and any special standards applicable to the proposed facility;

b. The applicant has made good faith and reasonable efforts to locate the proposed facility on a support structure other than a new ground-mounted antenna, monopole, or lattice tower or to accomplish co-location;

c. The proposed site results in fewer or less severe environmental impacts than any feasible alternative site; and

d. The proposed facility will not be readily visible or it is not feasible to incorporate additional measures that would make the facility not readily visible.

2. ***Additional Findings for Facilities Not Co-Located.*** To approve a telecommunication facility that is not co-located with other existing or proposed facilities or a new ground-mounted antenna, monopole, or lattice tower the decision-making authority shall find that co-location or siting on an existing structure is not feasible because of technical, aesthetic, or legal consideration including that such siting:

a. Would have more significant adverse effects on views or other environmental considerations;

b. Is not permitted by the property-owner;

c. Would impair the quality of service to the existing facility; or

d. Would require existing facilities at the same location to go off-line for a significant period of time.

3. ***Additional Findings for Setback Reductions.*** To approve a reduction in setback, the decision-making authority shall make one or more of the following findings:

a. The facility will be co-located onto or clustered with an existing, legally established telecommunication facility; and/or

b. The reduced setback enables further mitigation of adverse visual and other environmental impacts than would otherwise be possible.

4. ***Additional Findings for Any Other Exception to Standards.*** The Planning Commission may waive or modify requirements of this Section upon finding that strict compliance would result in noncompliance with applicable federal or State law.

E. **Vacation and Removal of Facilities.** The service provider shall notify the Director of the intent to vacate a site at least 30 days prior to the vacation. The operator of a telecommunications facility shall remove all unused or abandoned equipment, antennas, poles, or towers within 60 days of discontinuation of the use and the site shall be restored to its original, pre-construction condition.

17.35.180 Tobacco Retailers and Smoking Lounges

Tobacco Retailers and Smoking Lounges shall be located, developed, and operated in compliance with the following standards.

A. **Purpose.**

1. The purpose of this Section is to discourage the use of tobacco products by children by limiting the potential adverse direct and secondary effects of a tobacco retailer operating in close proximity to schools.

B. **Location.** A smoking lounge or tobacco retailer is allowed as otherwise permitted in this Title provided that the smoking lounge or tobacco retailer complies with all other locational regulations of this Section.

1. No smoking lounge or tobacco retailer shall be located, established nor operated within 1,000 feet of any developed or designated public, private or charter school providing primary or secondary education, or within 1,000 feet of any preexisting smoking lounge or tobacco retailer.

2. For purposes of this Subsection, "designated" means a parcel that is General Plan designated, zoned, or that has been conditionally permitted to conduct such use.

3. The separation distances required by this Section shall be measured from parcel line to parcel line.

C. **Ventilation.** Any smoking room or smoking lounge shall provide ventilation and filtration in accordance with all requirements imposed by the Rocklin Building and Fire Safety Regulations, or as otherwise required by State or federal law, or as required to ensure the ventilated secondhand smoke is sufficiently neutralized at the property line of adjacent parcels so that a person of normal sensitivity would not detect the secondhand smoke.

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Division IV: Administration

Chapter 17.41 Planning Authorities

17.41.010 Purpose

This Chapter lays out the basic roles, responsibilities, and functions of all planning authorities under this Code, including the City Council, Planning Commission, Architectural Review Committee, and Community Development Director.

17.41.020 City Council

The powers and responsibilities of the City Council include, but are not limited to the following:

A. Consider and adopt, reject or modify proposed amendments to the General Plan and any associated environmental documents, following a public hearing and recommendation by the Planning Commission, pursuant to Chapter 17.50, General Plan Amendments.

B. Consider and adopt, reject or modify proposed Specific Plans and amendments to Specific Plans and any associated environmental documents, following a public hearing and recommendation by the Planning Commission, pursuant to Chapter 17.51, Specific Plans.

C. Consider and adopt, reject or modify proposed amendments to the Zoning Code and Zoning Map following a public hearing and recommendation by the Planning Commission, pursuant to Chapter 17.49, Zoning Code and Map Amendments.

D. Consider and adopt, reject, or modify Development Agreements, following a public hearing and recommended action by the Planning Commission, pursuant to Chapter 17.52, Development Agreements.

E. Approve, modify, or deny Conditional Use Permits for certain projects, pursuant to Chapter 17.44, Use Permits.

F. Approve, modify, or deny Design Reviews for certain projects, pursuant to Chapter 17.43, Design Review.

G. Approve, modify, or deny City Council Review Special Event Permits, pursuant to Chapter 17.45, Special Event Permits.

H. Hear and decide appeals from decisions of the Planning Commission pursuant to Section 17.42.140, Appeals.

I. Establish, by resolution, a Municipal Fee Schedule listing fees, charges, and deposits for various applications and services provided, pursuant to this Code.

J. Annually review progress towards implementation of the General Plan based on any new legislation, development trends, or changing economic, social, and environmental conditions.

K. Make environmental determinations on any approvals within the City Council's jurisdiction that are subject to environmental review under the California Environmental Quality Act, pursuant to State law.

17.41.030 Planning Commission

The powers and responsibilities of the Planning Commission include, but are not limited to the following:

A. Annually review progress towards implementation of the General Plan and make recommendations to the City Council based on any new legislation, development trends, or changing economic, social, and environmental conditions.

B. Approve, modify, or deny Conditional Use Permits and Variances, pursuant to Chapter 17.44, Use Permits, and Chapter 17.48, Variances.

C. Approve, modify, or deny Design Reviews for certain projects and make recommendations to the City Council on Design Review for certain projects, pursuant to Chapter 17.43, Design Review.

D. Recommend design guidelines for multiple-family residential and nonresidential development consistent with this Code, the General Plan, and all other applicable rules, regulations, and policies enacted by the Council.

E. Recommend the creation of special districts or areas within the City for the purpose of maintaining and enhancing the character thereof, and recommending architectural standards to be applied therein.

F. Make recommendations to the City Council on proposed amendments to the General Plan and environmental documents related to any of the foregoing, pursuant to Chapter 17.50, General Plan Amendments.

G. Make recommendations to the City Council on proposed Specific Plans and Specific Plan amendments and environmental documents related to any of the foregoing, pursuant to Chapter 17.51, Specific Plans.

H. Make recommendations to the City Council on proposed amendments to the Zoning Code and Zoning Map and environmental documents related to any of the foregoing, pursuant to Chapter 17.49, Zoning Code and Map Amendments.

I. Make recommendations to the City Council on development agreements, pursuant to Chapter 17.52, Development Agreements.

J. Hear and decide appeals from decisions of the Community Development Director, pursuant to Section 17.42.140, Appeals.

K. Hear and decide proposals to revoke approvals, pursuant to Section 17.42.130, Revocation.

L. Make environmental determinations on any approvals within the Planning Commission's jurisdiction that are subject to environmental review under the California Environmental Quality Act, pursuant to State law. Make recommendations to the City Council on any approvals within the City Council's jurisdiction that area subject to environmental review under CEQA.

M. Evaluate and make a finding regarding conformity with the General Plan for any real property acquisition pursuant to Government Code Section 65402.

N. Such other powers and responsibilities as assigned or directed by the City Council.

17.41.040 Architectural Review Committee

The powers and responsibilities of the Architectural Review Committee include, but are not limited to the following:

A. Review and provide a recommendation to the applicable decision body for all projects subject to Design Review in an architectural district established by the City Council, pursuant to Chapter 17.43, Design Review.

17.41.050 Community Development Director

The powers and responsibilities of the Community Development Director ("the Director"), or their designee, include, but are not limited to the following:

A. Perform all of the functions designated by State law, including, but not limited to an annual report related to implementation of the General Plan in compliance with Government Code Section 65400.

B. Maintain and administer the Zoning Code, including the processing of applications, abatements, and other enforcement actions.

C. Interpret the Zoning Code as needed for members of the public and other City Departments.

D. Prepare rules and procedures necessary for conducting the Director's business. They may include the administrative details of hearings officiated by the Director (e.g., scheduling, rules of procedure, and recordkeeping).

E. Issue administrative regulations for the submission and review of applications subject to the requirements of Government Code Section 65950, Deadlines for Project Approval Conformance; Extensions.

F. Review applications for conformance with this Code.

G. Approve, modify, or deny Minor Use Permits, pursuant to Chapter 17.44, Use Permits.

H. Approve, modify, or deny Administrative Review Special Event Permits, pursuant to Chapter 17.45, Special Event Permits.

I. Approve, modify, or deny a Minor Deviation, pursuant to Chapter 17.46, Minor Deviations.

J. Approve, modify, or deny requests for Reasonable Accommodation, pursuant to Chapter 17.47, Reasonable Accommodation.

K. Conduct Design Review for certain projects, pursuant to Chapter 17.43, Design Review.

L. Approve, modify, or deny requests for Extensions for land use projects, pursuant to Section 17.42.110, Effective Dates; Expiration and Extension.

M. Decide requests for Minor Revisions to Approvals, pursuant to Section 17.42.120, Revisions to an Approval.

N. Refer items to the Planning Commission where, in the Director's opinion, the public interest would be better served by a Planning Commission public hearing and action.

O. Determine whether a project is subject to review under the California Environmental Quality Act and notify the applicant if any additional information is necessary to conduct the review.

P. Make recommendations to the Planning Commission and City Council on all applications, appeals, and other matters upon which they have the authority and the responsibility to act under this Code.

Q. Investigate and report to the Planning Commission on violations when the City has initiated revocation procedures, pursuant to Section 17.42.130, Revocation.

R. Delegate administrative functions to members of the Planning Division.

S. Other duties and powers as may be assigned by the City Council or established by legislation.

17.41.060 Summary of Review Authorities for Decisions and Appeals

Table 17.41.060, Summary of Review Authorities for Decisions and Appeals, summarizes the powers and duties that each review authority has under this Code. Where a land use project requires more than one type of application, all requests shall be reviewed and decided on by the highest review authority established for any of the applications.

The Director may refer any item for which the Director makes a determination to the Planning Commission where, in the Director's opinion, the public interest would be better served by a Planning Commission public hearing and action.

TABLE 17.41.060: SUMMARY OF REVIEW AUTHORITIES FOR DECISIONS AND APPEALS

Decision Type	*Reference*	*Advisory Body*	*Review Body*	*Appeal Body*
Interpretations	17.42.150	N/A	Director	Planning Commission*
Minor Revision to Approvals	17.42.120	N/A	Director	Planning Commission*
Major Revision to Approvals	17.42.120	N/A	Review Authority of Original Permit	Appeal Body for Original Permit
Revocation	17.42.130	N/A	Review Authority of Original Permit	Appeal Body for Original Permit
Design Review	17.43	Architectural Review Committee or Planning Commission	Director, Planning Commission, or City Council	Planning Commission* or City Council
Minor Use Permit	17.44	N/A	Director	Planning Commission*
Conditional Use Permit	17.44	N/A	Planning Commission	City Council
Administrative Review Special Event Permit	17.45	N/A	Director	City Council
City Council Review Special Event Permit	17.45	N/A	City Council	N/A
Minor Deviation	17.46	N/A	Director	Planning Commission*
Variance	17.48	N/A	Planning Commission	City Council
Reasonable Accommodation	17.47	N/A	Director	Planning Commission*
Zoning Amendment	17.49	Planning Commission	City Council	N/A
General Plan Amendment	17.50	Planning Commission	City Council	N/A
Specific Plans	17.51	Planning Commission	City Council	N/A
Development Agreements	17.52	Planning Commission	City Council	N/A
Planned Development	17.17	Planning Commission	City Council	N/A

* Decisions of the Planning Commission may be appealed to the City Council

Chapter 17.42 Common Procedures

17.42.010 Purpose

This Chapter establishes uniform procedures for the preparation, filing, and processing of all land use approvals provided for in this Code, unless superseded by a specific requirement of this Code or State law.

17.42.020 Application Forms and Fees

A. **Applicant.** The owner of property or the owner's authorized agent. If the application is made by someone other than the owner or the owner's agent, proof of the right to use and possess the property as applied for, signed authorization from all property owner(s), satisfactory to the Community Development Director, shall accompany the application.

B. **Application Materials.**

1. ***Application Forms.*** The Director shall prepare and issue application forms and lists that specify the information that will be required from applicants for projects subject to the provisions of this Code.

2. ***Supporting Materials.*** The Director may require the submission of supporting materials as part of the application, including but not limited to: statements, photographs, plans, drawings, renderings, models, material samples, technical studies, reports, and other items necessary to describe existing conditions and the proposed project and to determine the level of environmental review pursuant to the California Environmental Quality Act (CEQA).

3. ***Availability of Materials.*** All submitted material becomes the property of the City, may be distributed to the public, and shall be made available for public inspection. At any time, upon reasonable request, and during normal business hours, any person may examine application materials in support of or in opposition at the Planning Division offices. Unless prohibited by law or superseded by specific confidentiality requirements, copies of such materials shall be made available at a reasonable cost.

C. **Multiple Applications.**

1. ***Concurrent Filing.*** An applicant for a project which requires more than one approval (e.g., Conditional Use Permit, Variance, and Design Review, etc.), shall file all related applications concurrently, together with all application fees. The concurrent filing requirements may be waived by the Director.

2. ***Concurrent Processing.*** Multiple applications for the same project shall be processed concurrently and shall be reviewed and decided on by the highest review authority

designated for any one of the applications, unless this requirement is waived by the Director.

D. **Application Fees.**

1. ***Fee Schedule.*** The Council shall adopt by resolution a Fee Schedule that that establishes fees for applications, informational materials, penalties, copying, and other such items.

2. ***Fee Payment.*** No application shall be deemed complete, and processing shall not commence on any application until all required fees have been paid.

3. ***Fee Waiver.*** No fee shall be required when the applicant is the City.

4. ***Refund of Fees.*** Application fees are non-refundable except as provided below, in another section of the Rocklin Municipal Code, or by policy of the Council.

   a. Concurrent with the withdrawal of an application, an applicant may request, in writing, a refund of the application fee. Upon receipt of a written request for a fee refund, the City Manager, or designee, shall determine how much time and other related costs have been incurred in processing the application and may authorize a refund of that amount of the fee, if any, that is not needed to cover these costs. In no event shall the City Manager, or designee, approve a refund in an amount in excess of 85 percent of the fee paid.

17.42.030 Pre-Application Review

Pre-application review is a review process that is intended to provide information on relevant policies, zoning regulations, and procedures. This process does not apply to SB 330 preliminary applications.

A. **Applicability.**

1. Pre-application review is optional for any entitlement project.

B. **Exemption from Permit Streamlining Act.** Optional pre-application review is not subject to the requirements of the California Permit Streamlining Act (the Act). An application that is accepted for pre-application review shall not be considered complete pursuant to the requirements of the Act unless and until the Director has received an application for approval of a development project, reviewed it, and determined it to be complete under Section 17.42.050, Review of Applications.

C. **Review Procedure.** The Planning Division shall conduct pre-application review. The Director may consult with or request review by any City department, agency or official with interest in the application.

D. **Recommendations are Advisory.** Neither the pre-application review nor the provision of information and/or pertinent policies shall be construed as a recommendation for approval or denial of the application by City representatives. Any recommendations that result from pre-application review are considered advisory only and shall not be binding on either the applicant or the City.

17.42.040 Advisory Review

A. **Purpose.** The purpose of the Advisory Review process is to provide applicants, the public, and the City Council with an opportunity to discuss proposed legislative amendments at an early stage, prior to the preparation and processing of a formal application. Advisory Review is intended to identify potential issues, receive initial public input, and provide non-binding policy guidance before an applicant invests in detailed project plans, technical studies, and environmental documentation.

B. **Exemption from Permit Streamlining Act.** This optional review is not subject to the requirements of the California Permit Streamlining Act.

C. **Applicability.** An applicant may voluntarily request an Advisory Review for any proposed amendment to the General Plan, Zoning Map, or other legislative land use action. Participation in the Advisory Review process is optional and shall not be required prior to the submission or processing of a formal application.

D. **Procedure.**

1. Upon receipt of a complete Advisory Review application, the Planning Division shall schedule the item for consideration by the City Council at a duly noticed public meeting.
2. Public notice of the Advisory Review meeting shall be mailed to all property owners within 600 feet radius of the subject property. Newspaper publication is not required.
3. The conceptual proposal shall be presented to the City Council, after which the public shall have an opportunity to provide comments. The City Council may discuss the proposal and provide comments or preliminary policy direction regarding the concept.

E. **Nature of Review.**

1. The Advisory Review process is informational only. The City Council shall not approve, deny, conditionally approve, or otherwise take formal action on the proposal.
2. Any comments, recommendations, or policy direction provided by the City Council are advisory in nature and shall not constitute a binding decision or commitment by the City.

3. The applicant may modify the proposal in response to comments received or may elect to submit a formal application in its original form.

F. **Effect on Future Applications.** Participation in the Advisory Review process, including any comments provided by the public or the City Council, shall not affect the applicant's right to submit a formal application for the proposed legislative action. Comments received during the Advisory Review process shall not be construed as findings or conclusions of any future application. Any subsequent application shall be processed independently in accordance with the requirements of this title, including all applicable public hearings, environmental review, and findings required by law.

17.42.050 Review of Applications

A. **Initial Completeness Review.** The Director shall determine whether an application for a discretionary land use or development approval is complete within 30 days of the date the application is filed and required fee received.

1. ***Incomplete Application.*** If an application is deemed incomplete, the Director shall provide written notification to the applicant listing the applications, forms, information, and any additional fees that are necessary to complete the application as well as a time limit by which the requested information must be submitted. The time limit established by the Director shall be at least 30 days.

   a. *Submittal of Additional Information.* The applicant shall provide the additional information within the time limit specified by the Director.

   b. *Appeal of Determination.* Determinations of incompleteness are subject to the provisions of Section 17.42.140, Appeals. Final determination on the appeal shall be made in accordance with the time frames established by State law.

   c. *Expiration of Application.* If an applicant fails to correct the specified deficiencies within 12 months of the date of the most recent incompleteness letter, the application shall expire and be deemed withdrawn, unless an extension is granted by the Director. After the expiration of an application, review shall require the submittal of a new, complete application, along with all required fees.

2. ***Complete Application.*** When an application is deemed complete, the Director shall make a record of that date. If an application requires a public hearing, the Director shall schedule it and notify the applicant of the date and time, pursuant to Section 17.42.070, Public Notice.

B. **Referral of Application.** At the discretion of the Director, or where otherwise required by this Code, State or Federal law, any application filed in compliance with this Code may be referred to any City department, public agency, or interest group that may be affected by or have an interest in the proposed land use project.

C. **Extensions.** The Director may, upon written request from the applicant and for good cause, grant extensions of any time limit for completeness review of applications imposed by this Code or State law.

17.42.060 Environmental Review

All projects shall be reviewed for compliance or exemption with the California Environmental Quality Act (CEQA). Environmental review will be conducted pursuant to Title 14 of the California Code of Regulations (CEQA Guidelines). If Title 14 of the California Code is amended, such amendments will govern City procedures.

17.42.070 Public Notice

Unless otherwise specified, whenever the provisions of this Code require public notice, the City shall provide notice in compliance with State law and, at minimum, as follows.

A. **Mailed Notice.** At least 10 days before the date of the public hearing or the date of action when no public hearing is required, notice shall be provided by First Class mail delivery to the following:

1. The applicant and the owner of the subject property;

2. All property owners of record within a minimum 600-foot radius of the subject property as shown on the latest available assessment role or a larger radius if deemed necessary by the Director to provide adequate public notification;

    a. A minimum of 40 parcels shall be notified. If this minimum standard is not met with a 600-foot noticing radius, the notification radius shall be increased in 50-foot increments until a list of at least 40 parcels is compiled.

3. All neighborhood and community organizations that have previously filed a written request for notice of projects in the area where the site is located;

4. Any person or group who has filed a written request for notice regarding the specific application; and

5. The school district and any other local agency or utility provider expected to provide essential facilities or services to the property which is the subject of the application, whose ability to provide those facilities and services may be affected.

6. ***Alternative Method for Large Mailings.*** If the number of owners to whom notice would be mailed or delivered is greater than 1,000, instead of a mailed notice, notice may be provided by providing notice by placing a display advertisement of at least one-eighth page in at least one newspaper of general circulation in the City at least 10 days prior to the hearing or the date of action when no public hearing is required.

B. **Newspaper Notice.** At least 10 days before the date of the public hearing or the date of action when no public hearing is required, notice shall publish a notice in at least one newspaper of general circulation in the City.

C. **Contents of Notice.** The notice shall include the following information:

1. The location of the real property, if any, that is the subject of the application.
2. A general description of the proposed project or action.
3. The date, time, location, and purpose of the public hearing or the date of action when no public hearing is required.
4. The identity of the hearing body or officer.

D. **Failure to Notify Individual Properties.** The validity of the proceedings shall not be affected by the failure of any property owner, resident, or community organization to receive a mailed notice.

17.42.080 Conduct of Public Hearings

Whenever the provisions of this Code require a public hearing, the hearing shall be conducted in compliance with the requirements of State law as follows.

A. **Generally.** Hearings shall be conducted pursuant to procedures adopted by the hearing body. Hearings are not required to be conducted according to technical rules relating to evidence and witnesses.

B. **Scheduling.** Hearings before the City Council shall be scheduled by the City Clerk. All other hearings shall be scheduled by the Director.

C. **Presentation.** An applicant or an applicant's representative may make a presentation of a proposed project.

D. **Public Hearing Testimony.** Any person may appear at a public hearing and submit oral or written evidence, either individually or as a representative of a person or an organization. Each person who appears at a public hearing representing an organization shall identify the organization being represented.

E. **Time Limits.** The presiding officer may establish time limits for individual testimony and require that individuals with shared concerns select one or more spokespersons to present testimony on behalf of those individuals.

F. **Continuance of Public Hearing.** The body conducting the public hearing may by motion continue the public hearing to a fixed date, time, and place without providing further notice or may continue the item to an undetermined date and provide notice of the continued hearing.

G. **Investigations.** The body conducting the hearing may cause such investigations to be made as it deems necessary and in the public interest in any matter to be heard by it. Such investigation may be made by a committee of one or more members of the hearing body or by City staff. The facts established by such investigation shall be submitted to the hearing body either in writing, to be filed with the records of the matter, or in testimony before the hearing body, and may be considered by the body in making its decision.

H. **Decision.** The public hearing shall be closed before a vote is taken.

17.42.090 Findings and Decision

When deciding to approve, approve with conditions, modify, revoke or deny any discretionary approval under this Code, the review authority shall make written findings of fact as required by this Code and any applicable State or federal law.

A. **Date of Action.** The review authority shall decide to approve, modify, revoke, or deny any discretionary approval following the close of the public hearing, or if no public hearing is required, within the time frames established by State law..

B. **Notice of Action.** After the Director or Planning Commission takes any action to approve, modify, or deny an application that is subject to appeal under the terms of this Code, the Director shall provide notice of the action to the applicant and to any other person or entity that has filed a written request for such notification with the Planning Division. The notice shall describe the action taken, including any applicable conditions, and shall list the findings that were the basis for the decisions.

C. **Findings.** Findings, when required by State law or this Code, shall be based upon consideration of the application, plans, testimony, reports, and other materials that constitute the administrative record and shall be stated in writing in the resolution or record of the action.

17.42.100 Scope of Approval

A. **Scope.** The scope of approvals includes only those uses and activities proposed in the application, excluding other uses and activities. Unless otherwise specified, the approval of a new use shall terminate all rights and approvals for previous uses no longer occupying the same site or location.

B. **Conditions.** The use and development of a site shall be consistent with all applicable conditions of approval imposed by the decision-making body. The site plan, floor plans, building elevations, and/or any additional information or representation, whether oral or written, indicating the proposed structure or manner of operation submitted with an application or submitted during the approval process shall be deemed conditions of approval. Any approval may be subject to requirements that the applicant guarantees, warranties, or ensures compliance with submitted plans and conditions in all respects.

C. **Periodic Review.** All approvals may be subject to periodic review to determine compliance with the approval and applicable conditions. If a condition specifies that activities or uses allowed under the approval are subject to periodic reporting, monitoring, or assessments, it shall be the responsibility of the permit holder, the property owner, or successor property owners to comply with such conditions.

17.42.110 Effective Dates; Expiration and Extension

A. **Effective Dates.** A decision shall be effective on the date of action except as provided below.

1. ***Decisions Subject to Appeal.*** A final decision on an application for any approval subject to appeal shall become effective after the expiration of the 10-day appeal period following the date of action, unless an appeal is filed. No building permit or business license shall be issued until the 11th day following the date of the action.

2. ***Amendments to the Zoning Code or Zoning Map.*** Amendments to the Zoning Code or Zoning Map shall take effect 30 days after the second reading of the ordinance, or as effective immediately pursuant to State Law.

B. **Expiration.** The review authority, in the granting of any approval, may specify a time, consistent with the purposes of the use and necessary to safeguard the public safety, health and welfare, within which the proposed use must be undertaken and actively and continuously pursued. If no time period is specified in the approval or any other part of this Code, any approval granted under this Code shall automatically expire when no project or use has been exercised or extended within five years after the date of the approval, except as provided below.

1. ***Permit Granted in Conjunction with Tentative Map.*** The time limits for any approval granted in conjunction with an approved tentative tract map shall be the same as the term of such tentative map.

2. ***Extensions.*** The approval authority identified in Table 17.41.060, Summary of Review Authorities for Decisions and Appeals, for the underlying entitlement type, may approve one or more time extensions upon receipt of a written application and the required fee at least 30 days prior to the approval's expiration date. Timely submittal of an extension request shall automatically extend the approval for 60 days, or until the extension request is approved, conditionally approved, or denied, whichever occurs first. If extenuating circumstances warrant additional time to process the extension request, the Community Development Director may authorize a longer automatic extension period.

C. **Exercise of Permit.** An approval is exercised when:

1. ***Approval for a Use.*** An approval for the use of a building or property is exercised when, if required, a valid City business license has been issued, and the permitted use has commenced on the site.

2. ***Approval for Construction.*** An approval for the construction of a building, structure, or addition is exercised when a valid City building permit, if required, is issued, and construction has lawfully commenced.

D. **Lapse.** When an approval has been exercised, it shall remain valid and in force unless the use or structure authorized by the approval is removed from the site or remains vacant and unused for its authorized purpose, or is abandoned or discontinued for a period greater than six consecutive months, in which case the approval may be revoked in accordance with Section 17.42.130, Revocation. No use of land or structure, the approval for which has lapsed in compliance with this Section and has been revoked in compliance with Section 17.42.130, Revocation, shall be reactivated, re-established, or used unless a new approval is first obtained.

17.42.120 Revisions to an Approval

All development and use of land for which an approval has been issued shall be in compliance with the approved drawings and plans and any conditions of approval unless the approval is revised as provided for in this Section.

A. **Minor Revisions/Substantial Compliance.**

1. A Substantial Compliance Review may be used to approve modifications to an approved project when the Community Development Director determines that the proposed changes:

a. Remain substantially consistent with the findings and conditions of the original approval;

b. Do not result in a substantial increase in the intensity, scale, or density of the approved development;

c. Do not create new or substantially more severe environmental impacts than those evaluated as part of the original approval;

d. Do not substantially alter approved circulation patterns, access points, parking arrangements, or site functionality;

e. Do not substantially alter the architectural character, design intent, or visual appearance of the approved project;

f. Do not conflict with any condition of approval specifically intended to govern the aspect of the project proposed to be modified; and

g. Do not require the making of new discretionary findings that were not considered as part of the original approval.

2. The Community Development Director shall have authority to approve, conditionally approve, or deny a Substantial Compliance Review application. In determining whether a project remains substantially compliant with a prior approval, the Community Development Director may consider, among other relevant factors:

a. The extent to which the proposed modification is consistent with the overall intent of the original approval;

b. Whether the modification would be readily recognizable as part of the previously approved project;

c. Whether the modification maintains compatibility with surrounding development;

d. Whether the modification is consistent with the approved colors, materials, landscaping, and architectural design themes associated with the project; and

e. Whether the modification would alter any findings relied upon by the original approval authority.

3. A Substantial Compliance Review shall not be used to authorize modifications that materially change the approved land use, substantially increase development intensity, significantly alter site circulation, substantially modify architectural character, or otherwise exceed the scope of the original approval.

4. Approval of a Substantial Compliance Review shall not constitute a new entitlement and shall not extend the expiration date of the underlying approval unless expressly provided as part of the approval. The approved modifications shall be deemed incorporated into and governed by the original entitlement and all applicable conditions of approval.

5. A decision of the Community Development Director regarding a Substantial Compliance Review may be appealed in accordance with Table 17.41.060: Summary of Review Authorities for Decisions and Appeals.

B. **Major Revisions.** A request for revisions to conditions of approval, a revision to an approved site plan or building plan that would affect a condition of approval, or a revision that would intensify a potential impact of the project shall be treated as a new application and shall be reviewed and acted upon by the approval authority identified in Table 17.41.060, Summary of Review Authorities for Decisions and Appeals, for the underlying entitlement type, regardless of whether the original entitlement was approved by a higher review authority as part of a combined application package that included one or more legislative or discretionary approvals requiring review by that higher authority.

17.42.130 Revocation

Any approval granted under this Code may be revoked or revised for cause if any of the conditions or terms of the approval are violated or if any law or ordinance is violated.

A. **Initiation of Proceeding.** Revocation proceedings may be initiated by the City Council, Planning Commission, or Director.

B. **Public Notice, Hearings, and Action.** The decision making body of the original approval shall hold a noticed public hearing to hear and consider all relevant evidence, including but not limited to applicable staff reports, objections or protests by the permittee with regard to the alleged violations of required conditions, and recommendations proposed by staff. After the conclusion of the duly-noticed public hearing, the decision making body of the original approval may revoke or modify the approval if it makes one or more of the findings listed in Subsection C, Required Findings, below.

C. **Required Findings.** The original decision-making body may revoke or modify the approval if it makes any of the following findings:

1. That the approval was obtained by fraud;

2. That the use or activity for which such approval was granted has permanently ceased to exist as evidenced by demolition, alteration, subsequent use of the space, or similar conditions;

3. That the use or activity for which such approval was granted has been suspended or dormant for longer than six consecutive months, excluding time during which the property owner can demonstrate:

    a. The City had pending before it an application for a permit or land use entitlement directly related to, or for the purpose of, conducting said use; or

    b. A valid building permit directly related to said use or activity was in effect and was being diligently pursued; or

    c. The property owner has been actively negotiating to sell the property, as evidenced by a purchase and sale agreement, proof of escrow, or other similar binding agreements, or the property is subject to a binding lease with a tenant who is diligently pursuing a business to re-establish the use on the site.

    d. Other extenuating circumstances the property owner demonstrated to the satisfaction of the Community Development Director, prevented the property owner from operating or conducting said use or activity.

4. That the approval granted is being, or recently has been, exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance, law or regulation;

5. That the use for which the approval was granted was or is so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance;

6. That the circumstances under which the approval was granted have been changed by the owner or operator to such a degree that one or more of the findings contained in the permit is no longer valid and the public health, safety, and welfare merit revocation of the permit; or

7. That the conditions of approval are found to be inadequate to mitigate the impacts of the use allowed by the approval, and the public health, safety and welfare merit modification of the approval.

D. **Notice of Action.** Following the decision maker's action to revoke or modify an approval, the Director shall issue a Notice of Action within seven days. The Notice shall describe the decision maker's action with its findings. The Director shall mail notice to the approval holder and to any person or entity who requested the revocation proceeding.

E. **Appeals.** Revocation decisions are subject to the appeal provisions of Section 17.42.140, Appeals.

17.42.140 Appeals

A. **Applicability.** Any action by the Director or Planning Commission in the administration or enforcement of the provisions of this Code may be appealed in accordance with this Section.

1. ***Appeals of Director Decisions.*** Decisions of the Director may be appealed to the Planning Commission by filing a written appeal and prescribed appeal fee with the Planning Division.

2. ***Appeals of Planning Commission Decisions.*** Decisions of the Planning Commission may be appealed to the City Council by filing a written appeal and prescribed appeal fee with the City Clerk.

B. **Rights of Appeal.**

1. ***Aggrieved Persons.*** Appeals may be filed by the applicant, by the owner of property, or by any other person aggrieved by a decision that is subject to appeal under the provisions of this Code, provided that the appellant has participated in the administrative process prior to filing an appeal. A "person aggrieved by a decision" can include, but is not limited to, the applicant, the owner of property, a member of the public.

2. ***City Council.*** The City Council, upon majority vote, may direct the City Manager to file an appeal of an action by the Community Development Director or the Planning Commission, which appeal shall be processed in the same manner as an appeal by any other person. Such appeal shall be exempt from fees.

C. **Time Limits.** Unless otherwise specified in State or federal law, all appeals shall be filed in writing within 10 calendar days of the date which the action was taken. In the event an appeal period ends on a Saturday, Sunday, or any other day the City Community Development Department is closed to the public, the appeal period shall end at the close of business on the next consecutive business day.

D. **Procedures.**

1. ***Filing.*** The appeal shall be filed with the prescribed form and shall identify the name(s) and contact information of person(s) appealing, the decision being appealed and clearly and concisely state the reasons for the appeal. The appeal shall be accompanied by the required fee.

2. ***Proceedings Stayed by Appeal.*** The timely filing of an appeal shall stay all proceedings in the matter appealed including, but not limited to, the issuance of City building permits and business licenses.

E. **Standards of Review.** When reviewing any decision on appeal, the appeal body may review the entire proceedings relating to the act or decision being appealed and in the process of such review may rehear the matter de novo and make any order it deems appropriate. The appeal body may adopt the same decision and findings as were originally approved; it also may request or require changes to the application as a condition of approval.

F. **Public Notice and Hearing.** Public notice shall be provided and the hearing conducted by the applicable appeal body pursuant to Chapter 17.42, Common Procedures. Notice of the hearing shall also be given to the applicant and party filing the appeal and any other interested person who has filed with the City Clerk a written request for such notice. In the case of an appeal of a Planning Commission decision, notice of such appeal shall also be given to the Planning Commission. The Planning Commission may be represented at the hearing.

G. **Action.** An action to grant an appeal shall require a majority vote of the hearing body members in attendance at the hearing. A tie vote shall have the effect of rejecting the appeal.

17.42.150 Interpretations and Determinations

Requests for interpretations of this Code and verifications relating to prior approvals or permits may be made to the Director. Requests shall be in writing. The decision of the Director on such requests may be appealed under Section 17.42.140, Appeals.

Chapter 17.43 Design Review

17.43.010 Purpose

This Chapter establishes the Design Review procedure to ensure that new development supports the goals and objectives of the General Plan and other adopted plans and guidelines. The specific purposes of the Design Review process are to:

A. To provide reasonable controls over the design of structures and the layout of sites, while recognizing the individualized nature of architecture;

B. Promote excellence in site planning and design and the harmonious appearance of buildings and sites;

C. Ensure that new and altered uses and development will be compatible with the existing and potential development of the surrounding area; and

D. Supplement other City regulations and standards in order to ensure control of aspects of design that are not otherwise addressed.

17.43.020 Applicability

Unless exempted pursuant to State law, Design Review is required as specifically stated in any section of this Code, and for projects that include the following.

A. All new construction of multifamily structures (two or more units), and non-residential structures, including permanent signs or sign relocation, and all site improvements (including but not limited to; walls/fencing, trash enclosures, landscaping, and other special features) that are associated with multifamily residential and non-residential projects.

B. All new construction of single-family residential units within subdivisions consisting of five or more residential lots, where the average lot area is less than 6,000 square feet.

C. All new construction of single-family residential units which are identified as requiring Design Review in entitlements approved by the Planning Commission and/or City Council.

D. Relocation of any multifamily residential or non-residential building or structure.

E. Permanent stand-alone parking lots and parking structures.

F. Modifications to projects that have received design review approval (including single-family as applicable) or modifications to existing multifamily and non-residential development projects.

G. **Exception for Qualified Housing Projects.** Qualified housing projects, as defined below, which elect to utilize adopted objective design standards through a ministerial building permit process

in lieu of the City's discretionary Design Review permit process is subject only to ministerial review by City staff; said objective design standards and accompanying standard conditions of approval shall be adopted by resolution of the City Council.

1. ***Qualified housing projects:*** A qualified affordable housing project is defined as either: i) a residential multi-unit (three or more units) mixed use housing project that provides for a minimum of 20 percent of the units as affordable for low, very low, or extremely low income households; complies with the City's objective design standards; and agrees to enter into an affordable housing agreement prior to issuance of building permits; or ii) a residential project consistent with Government Code Section 65913.4, as it now exists or may hereafter be amended.

17.43.030 Architectural Review Committee—Created—Members

A. There is created a five-member Architectural Review Committee which has Design Review authority as provided by this Chapter.

B. Members of the Architectural Review Committee shall be appointed by the City Council upon the recommendation of the Mayor, and shall consist of two members of the Planning Commission, two members of the City Council, and the City Manager or designee.

17.43.040 Review Authority

A. **Advisory Bodies.**

1. ***Architectural Review Committee.*** The Architectural Review Committee is the advisory body for all projects subject to Design Review in an architectural district established by the City Council.

2. ***Planning Commission.*** The Planning Commission is the advisory body for all projects that require Design Review approval by the City Council.

B. **Decision Bodies.**

1. ***City Council.*** The City Council shall have Design Review decision authority for the following projects:

   a. Nonresidential buildings or groups of buildings on one parcel in any zone with gross square footage of 150,000 square feet or more;

   b. Residential buildings with a height of greater than 30 feet, or with more than two stories;

c. Nonresidential buildings or structures with a height of greater than 40 feet, or with more than three stories;

d. All projects otherwise requiring City Council approval.

2. ***Planning Commission.*** The Planning Commission shall have Design Review decision authority for the following projects:

a. All projects otherwise requiring Planning Commission approval.

b. Projects subject to Design Review but do not meet the criteria listed in Subsections B.1 or B.3 for a decision by the City Council or Community Development Director.

3. ***Community Development Director.*** The Community Development Director shall have Design Review decision authority for the following projects:

a. As identified in any section of this Code or as specifically identified in an entitlement approved by the Planning Commission and/or City Council as being subject to Design Review by the Director.

b. Small additions, accessory structures, and maintenance projects on nonresidential properties within architectural districts established by the City Council.

c. Repainting, reroofing, residing, and modifications to existing buildings and sites, signage, landscaping, walls, fencing, trash enclosures, and other special features where the colors, materials, and design deviate from what is existing and/or was formally approved by the City, but substantially complies with the approved paint color and materials, or a reasonable range of standards used in the community, unless specifically stated otherwise in the original design review approval. Depending on the scope of magnitude of the modifications, the Community Development Director has discretion to refer such Design Review applications for determination by the Planning Commission or Architectural Review Committee, as applicable.

17.43.050 Procedures

A. **Application.** Applications and fees for Design Review shall be submitted in accordance with the provisions set forth in Section 17.42.020, Application Forms and Fees.

B. **Concurrent Processing.** When a development project requires a Use Permit, Variance, or any other discretionary approval, the Design Review application shall be submitted as a part of the application for the underlying permit, Use Permit, or Variance.

C. **Advisory Body Review and Recommendation.** Advisory body review and recommendation is required as follows:

1. ***Design Review Projects in Architectural Districts.*** The Architectural Review Committee shall review and provide a recommendation to the applicable decision body for all projects subject to Design Review in an architectural district established by the City Council. Consideration by the Architectural Review Committee does not require public notice or hearing.

2. ***Projects Subject to Design Review by the City Council.*** The Planning Commission shall review and, following a noticed public hearing, provide a recommendation to the City Council for all projects that require Design Review approval by the City Council.

D. **Decision Body Action.**

1. ***City Council.*** After receiving the recommendation from the Planning Commission, the City Council shall hold a noticed public hearing in accordance with Chapter 17.42, Common Procedures. After the conclusion of the hearing, the City Council may approve, modify, or deny the proposed application.

2. ***Planning Commission.*** After receiving the recommendation from the applicable advisory body, if any, the Planning Commission shall hold a noticed public hearing in accordance with Chapter 17.42, Common Procedures. After the conclusion of the hearing, the Planning Commission may approve, modify, or deny the proposed application.

3. ***Community Development Director.*** After receiving the recommendation from the applicable advisory body, if any, the Community Development Director shall approve, modify, or deny the proposed application. No public notice or hearing is required.

17.43.060 Design Review Criteria

When conducting Design Review, the review authorities shall evaluate applications to ensure that they satisfy the following criteria, conform to the policies of the General Plan, any applicable specific plan, any applicable design guidelines, and are consistent with any other policies or guidelines the City Council may adopt for this purpose. Any decision on a Design Review application shall be based on consideration of the following:

A. Relationship between the site design and the surrounding development, natural features and constraints;

B. Height, bulk and area;

C. Orientation of buildings and structures (with emphasis on energy consumption for heating, cooling, lighting);

D. Color scheme and materials;

E. Style, type and orientation of lighting;

F. Dimensions and placement of signs and graphics;

G. Landscaping (with emphasis on aesthetics, use of water and maintenance needs);

H. Parking design, including ingress and egress patterns; and

I. Other Design Review criteria, which may be adopted from time to time by resolution of the Council.

17.43.070 Appeals; Expiration, Extensions, and Revisions; Revocation

A. **Appeals.** Design review decisions are subject to the appeal provisions of Section 17.42.140, Appeals.

B. **Expiration, Extensions and Revisions.** Design review approval is effective and may only be extended or revised as provided for in Chapter 17.42, Common Procedures.

C. **Revocation.** Design review approval may be revoked pursuant to Section 17.42.130, Revocation, if any of the conditions or terms of the approval are violated or if any law or ordinance is violated.

Chapter 17.44 Use Permits

17.44.010 Purpose

The Use Permit review and approval process is intended to apply to uses that are consistent with the with the goals, objectives, and policies of the General Plan and purposes of the zone where they are proposed but require special consideration to ensure that they can be designed, located, and operated in a manner that will be compatible with the surrounding area and uses.

17.44.020 Applicability

Approval of a Use Permit is required for uses or developments specifically identified in Division II, District Regulations, and/or any other section of this Code which requires a Use Permit.

17.44.030 Review Authority

A. **Conditional Use Permits.**

1. ***City Council.*** The Planning Commission shall act as the advisory body, and the City Council shall have review authority for Conditional Use Permits for the following projects.

    a. Establishment of enterprises involving large assemblies of people or automobiles on a permanent basis, including amusement parks, race tracks, and privately operated recreational facilities;

    b. Hospitals and In-patient medical care facilities;

    c. Airports and Heliports;

    d. Cemeteries;

    e. Waiver of locational provisions for adult entertainment businesses under Section 17.35.050, Adult Related Businesses; and

    f. Any application for a Conditional Use Permit or Variance, which is filed and/or is to be heard contemporaneously with another application for a land use entitlement for which the Council is the final decision making body.

2. ***Planning Commission.*** The Planning Commission shall have review authority for projects that require Conditional Use Permit approval but do not meet the criteria listed in Subsection A for a decision by City Council.

B. **Minor Use Permits.** The Community Development Director shall act as the review authority for Minor Use Permits based on consideration of the requirements of this Chapter. The Director may

refer any application for a Minor Use Permit for a project that may generate substantial public controversy or involve significant land use policy decisions to the Planning Commission for decision. In that case, the application shall be processed as a Conditional Use Permit.

17.44.040 Procedures

A. **Application.** Applications for Use Permits shall be filed with the Planning Division on the prescribed application forms. In addition to any other application requirements, the application for a Use Permit shall include data or other evidence in support of the applicable findings required by Section 17.44.050, Required Findings.

B. **Public Notice and Hearing.**

1. ***Conditional Use Permits.***

a. *City Council as Review Authority.* All applications for Conditional Use Permits where the City Council is the review authority shall first be referred to the Planning Commission for a recommendation.

i. Planning Commission Hearing and Recommendation. The Planning Commission shall conduct a noticed public hearing in accordance with Chapter 17.42, Common Procedures. At the close of the hearing, the Planning Commission shall render its decision in the form of a written report and recommendation to the City Council, which shall be transmitted by memorandum.

ii. City Council Hearing and Decision.

(1) *Planning Commission Recommendation of Approval.* If the Planning Commission has recommended approval or conditional of the Conditional Use Permit application, the City Council shall hold a noticed public hearing in accordance with Chapter 17.42, Common Procedures. At the close of the hearing, the City Council shall take action to grant, grant with conditions, or deny the application.

(2) *Planning Commission Recommendation of Denial.* If the Planning Commission has recommended denial of the Conditional Use Permit application, the City Council is not required to take any further action unless an appeal is filed in accordance with Section 17.42.140, Appeals. Should the City Council choose to take action or if a timely appeal is filed, the City Council shall hold a noticed public hearing in accordance with Chapter 17.42, Common Procedures. At the close of the hearing, the City Council shall take

action to grant, grant with conditions, or deny the application and/or appeal.

b. *Planning Commission as Review Authority.* All applications for Conditional Use Permits where the Planning Commission is the review authority require public notice and hearing before the Planning Commission pursuant to Chapter 17.42, Common Procedures.

2. ***Minor Use Permits.*** All applications for Minor Use Permits require public notice and hearing before the Community Development Director pursuant to Chapter 17.42, Common Procedures.

17.44.050 Required Findings

The review authority must make all of the following findings to approve or conditionally approve a Use Permit application. The inability to make one or more of the findings is grounds for denial of an application.

A. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Code and all other titles of the Rocklin Municipal Code;

B. The proposed use is consistent with the General Plan and any applicable specific plan;

C. The proposed use will not be averse to the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements;

D. The proposed use complies with any design or development standards applicable to the zone or the use in question, unless waived or modified pursuant to the provisions of this Code;

E. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and reasonably foreseeable future land uses and circulation in the vicinity; and

F. The site is physically suitable for the type of the use being proposed, including access, utilities, and the absence of physical constraints.

17.44.060 Conditions of Approval

In approving a Use Permit, the review authority may impose reasonable conditions or restrictions to achieve the following outcomes. The review authority may also require reasonable guarantees and evidence that such conditions are being, or will be, complied with.

A. Ensure that the proposal conforms in all significant respects with the General Plan and with any other applicable plans or policies adopted by the City Council;

B. Achieve the general purposes of this Code or the specific purpose of the zone in which the project is located;

C. Achieve the findings for a Use Permit listed in Section 17.44.050, Required Findings; or;

D. Mitigate any potentially significant impacts identified because of environmental review conducted in compliance with the California Environmental Quality Act.

17.44.070 Appeals; Expiration, Extensions, and Revisions; Revocation

A. **Appeals.** Use Permit decisions are subject to the appeal provisions of Section 17.42.140, Appeals.

B. **Expiration, Extensions and Revisions.** Use Permit approval is effective and may only be extended or revised as provided for in Chapter 17.42, Common Procedures.

C. **Revocation.** Use Permit approval may be revoked pursuant to Section 17.42.130, Revocation, if any of the conditions or terms of the approval are violated or if any law or ordinance is violated.

Chapter 17.45 Special Event Permits

17.45.010 Purpose

This Chapter establishes a process for review and approval of certain uses that are intended to be of limited duration of time and will not permanently alter the character or physical facilities of the site where they occur.

17.45.020 Classification of Special Events

A. Upon receipt of a completed application for a Special Event Permit, the Community Development Director shall determine if the proposed use requires "Administrative Review" or "City Council review." The following criteria shall be considered by the Community Development Director for such a determination:

1. Parking (e.g., adequacy of number, location, circulation design, safety, etc.).
2. Frequency (e.g., possible conflicts with other activities within the community).
3. Nuisance issues (e.g., dust, noise, odor, etc.).
4. Circulation (e.g., assurance of pedestrian and vehicular circulation safety).
5. Public safety (e.g., assurance of providing and maintaining open fire lanes, providing on-site security personnel and on-site emergency care service).
6. Lighting (e.g., assurance of adequate on-site lighting and limiting off-site light and glare).
7. Attendance (e.g., number of attendees will affect public safety requirements, adequate number of restroom facilities, as well as many of the other listed criteria).
8. Clean-up (e.g., assure removal of temporary structures, equipment, debris, etc.).
9. Duration (e.g., assure appropriate hours of operation and length of the event).
10. Location (e.g., assure compatibility with surrounding land uses and adequacy of pedestrian and vehicular access).
11. Signage (e.g., assure size and location that does not obstruct required visibility at driveway locations).
12. Public notice (e.g., assure standard public noticing of the event where wider impacts to the community may be involved).
13. Other (e.g., criteria that may be unique to the proposed special event).

B. The Director shall notify the applicant of his/her determination within five working days of receiving a completed application.

17.45.030 Application

An application for a Special Event Permit shall be submitted at least 60 days before the use is intended to begin, pursuant to Section 17.42.020, Application Forms and Fees, unless an alternative timeline is agreed upon by the Community Development Director.

17.45.040 Procedures

A. **Administrative Review.** Upon determination that the application will be processed as Administrative Review, the Community Development Director shall review the application for its compliance with this Chapter. The Community Development Director shall have the authority to, and shall take action to grant, grant with conditions, or deny the application based on the information contained in the application and any information obtained from the staff review of the project. The Community Development Director shall render their decision in writing, setting forth the findings of fact supporting the decision, and shall serve the applicant with the written decision within ten days of the Director's determination. The decision is subject to a ten-day appeal period, and shall not become final until such time has expired.

1. The Planning Director may approve, conditionally approve, or deny a Special Event Permit without a public hearing. At least fourteen calendar days prior to the scheduled event date, notice of the proposed event shall be mailed to all property owners and occupants located within 600 feet of the boundaries of the event site. Notice shall include the date, time, location, and nature of the proposed event, together with contact information for the event organizer and the City.

2. The Planning Director shall consider any comments received prior to taking action on the permit application.

B. **City Council Review.** For special events determined by the to require City Council review, the City Council shall conduct a noticed public hearing in accordance with Chapter 17.42, Common Procedures. The notice shall include a description of the proposed use and its location, and the date, hour and place of the hearing.

17.45.050 Required Findings

The decision to grant a Special Event Permit shall be based on a finding by the decision-making body that the establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working

in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood, or to the general welfare of the City.

17.45.060 Conditions of Approval

The decision-making body may condition the granting of a Special Event Permit, as necessary, to protect the public health and safety and to affect the purpose of this Title. Such conditions may include but are not limited to the following:

A. Regulation of the placement of the use or equipment associated with the special event;

B. Regulation of the height of equipment associated with the special event;

C. Regulation of the nature, hours of operation, or extent of the special event;

D. Noise attenuation measures;

E. Expiration date;

F. Liability insurance;

G. Bonding;

H. Cleaning deposit.

17.45.070 Appeals; Expiration, Extensions, and Revisions; Revocation

A. **Appeals.** Any person aggrieved by an action of the Community Development Director may appeal the action directly to the City Council. All other provisions of Section 17.42.140, Appeals, shall govern the appeal of a Special Event Permit decision.

B. **Expiration, Extensions and Revisions.** Special Event Permit approval is effective and may only be extended or revised as provided for in Chapter 17.42, Common Procedures.

C. **Revocation.** Special Event Permit approval may be revoked pursuant to Section 17.42.130, Revocation, if any of the conditions or terms of the approval are violated or if any law or ordinance is violated.

Chapter 17.46 Minor Deviations

17.46.010 Purpose

The purpose of this Chapter is to establish a means of granting specific, limited relief from locational, developmental, and operational standards where doing so would be consistent with this Code and the General Plan.

17.46.020 Applicability

Minor Deviations may be granted as follows:

A. **Dimensional Requirements.** Relief from requirements of property development standards specified in this Code, not to exceed 10 percent of the requirement.

B. **Specific Allowances.** Minor Deviations may be granted as specifically identified in any other section of this Code, as identified in that section.

C. **Exclusions.** Minor Deviations shall not be granted for use related standards or residential density.

17.46.030 Review Authority

The Community Development Director shall act as the review authority for Minor Deviation applications based on consideration of the requirements of this Chapter except in the case of concurrent processing pursuant to Subsection A, below.

A. **Concurrent Processing.** If a request for a Minor Deviation is being submitted in conjunction with an application for another approval, permit, or entitlement that requires Planning Commission or City Council action, it shall be heard and acted upon at the same time and in the same manner as that application.

17.46.040 Procedures

A. **Application.** An application for a Minor Deviation shall be filed to the Planning Division in accordance with Section 17.42.020, Application Forms and Fees. The application shall state in writing the nature of the request and explain how the required findings are satisfied. The applicant shall also submit plans delineating the requested Minor Deviation.

B. **Public Notice and Hearing.** Minor Deviations do not require a public hearing or notice.

17.46.050 Required Findings

The review authority must make all of the following findings in order to approve a Minor Deviation application. The inability to make one or more of the findings is grounds for denial of an application.

A. The proposed deviation will be at least as effective in achieving the objectives of the base standard;

B. There are no alternatives to the requested deviation that could provide an equivalent level of benefit to the applicant with less potential detriment to surrounding owners and occupants or to the public;

C. The deviation is in keeping with the character of the surrounding built environment; and

D. The granting of the requested deviation would not be detrimental to the health or safety of the public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this Code.

17.46.060 Conditions of Approval

In approving a Minor Deviation, the review authority may impose reasonable conditions or restrictions to achieve the following outcomes. The review authority may also require reasonable guarantees and evidence that such conditions are being, or will be, complied with.

A. Ensure that the proposal conforms in all significant respects with the General Plan and with any other applicable plans or policies adopted by the City Council;

B. Achieve the general purposes of this Code or the specific purposes of the zone in which the project is located;

C. Achieve the findings for a Minor Deviation granted; or

D. Mitigate any potentially significant impacts identified because of review conducted in compliance with the California Environmental Quality Act (CEQA).

17.46.070 Appeals; Expiration, Extensions, and Revisions; Revocation

A. **Appeals.** Minor Deviation decisions are subject to the appeal provisions of Section 17.42.140, Appeals.

B. **Expiration, Extensions and Revisions.** Minor Deviation approval is effective and may only be extended or revised as provided for in Chapter 17.42, Common Procedures.

C. **Revocation.** Minor Deviation approval may be revoked pursuant to Section 17.42.130, Revocation, if any of the conditions or terms of the approval are violated or if any law or ordinance is violated.

Chapter 17.47 Reasonable Accommodation

17.47.010 Purpose

This Chapter provides a procedure to request reasonable accommodation for persons with disabilities seeking access under the Americans with Disabilities Act, Federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) in the application of zoning laws and other land use regulations, policies, procedures, and project entitlement exhibits or conditions of approval.

17.47.020 Applicability

A. A request for reasonable accommodation may be made by any property owner, duly authorized tenant or lessee who desires a waiver from a provision of this Title 17 or to implement improvements to a specific property for the purpose of providing relief when the application of a zoning law or other land use regulation, policy, practice, project entitlement exhibit or condition of approval acts as a barrier to reasonable access. This section is intended to apply to those persons who are defined as disabled under the Acts.

B. A request for reasonable accommodation may include a modification or exception to the rules, standards, practices, and project entitlement exhibits or conditions of approval for the siting, development and use of structures and facilities that would eliminate regulatory barriers and provide a person with a disability with equal opportunity to access housing and places of business.

17.47.030 Application Requirements

A. **Application.** Requests for reasonable accommodation shall be submitted as a written request to the Community Development Director (alternative submission formats may be approved by the Community Development Director should a written application be unduly burdensome). All requests shall include the following information:

1. The applicant's name, address and telephone number;
2. The property owners name, address and telephone number;
3. The street address and assessor's parcel number of the property for which the request is being made, and, if relating to an accommodation for an accessory vehicle, as defined in Section 17.31.070, Off-Street Parking of Accessory Vehicles, the vehicle identification number, license plate, and any other identifying information regarding the accessory vehicle requesting to be used as part of the reasonable accommodation as requested by the Community Development Director;
4. The current actual use of the property;

5. The basis for the claim that an individual or group of individuals considered disabled under the Acts is being denied reasonable accommodation;

6. The zoning law, provision, regulation, policy, project entitlement exhibit feature or condition of approval from which reasonable accommodation is being requested;

7. Why the requested accommodation is necessary to make the specific property accessible to the individual or group of individuals;

8. Photos, site plans, drawings, and/or other graphics as may be needed to make the proposed changes clear, and, if for an accessory vehicle, a description of the accessory vehicle, including its dimensions, purpose to support the reasonable accommodation, and other information regarding the accessory vehicle as requested by the community development director.

B. **Concurrent Review.** If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval, then the applicant may file the request concurrently with the application for discretionary approval.

17.47.040 Review Authority and Procedure

A. **Community Development Director.** If no approval is sought other than a request for reasonable accommodation, then the request for reasonable accommodation shall be reviewed by the Community Development Director. The Director shall make a written determination within 15 working days and either grant, grant with modifications or deny a request for reasonable accommodation in accordance with Section 17.47.050, Findings and Decision.

B. **Other Review Authority.** Requests for reasonable accommodation submitted for concurrent review with another discretionary land use application shall be reviewed by the authority reviewing the discretionary land use application. The applicable review authority shall make a written determination and either grant, grant with modifications or deny a request for reasonable accommodation in accordance with Section 17.47.050, Findings and Decision.

17.47.050 Findings and Decision

A. **Findings.** The written decision to grant, grant with modifications or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following:

1. Whether the property which is the subject of the request will be used by an individual or a group of individuals considered disabled under the Acts, and that the accommodation

requested is necessary to make the specific property accessible to the individual or group of individuals with a disability under the Acts;

2. Whether there are alternative reasonable accommodations available that would provide an equivalent level of benefit, or if alternative accommodations would be suitable based on the circumstances of this particular case;

3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the City;

4. Whether the requested reasonable accommodation would be consistent with the General Plan land use designation of the property which is the subject of the reasonable accommodation request, and with the general purpose and intent in the applicable zoning district;

5. Whether the requested reasonable accommodation substantially affects the physical attributes of the property.

B. **Conditions of Approval.** In granting a request for reasonable accommodation, the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required in Subsection A, Findings, of this Section.

17.47.060 Appeals, Expiration, Extensions, and Revisions

A. **Appeals.** Reasonable accommodation decisions may be appealed as provided for in Section 17.42.140, Appeals.

B. **Expiration, Extensions, and Revisions.** Reasonable accommodations may only be expired, extended or revised as provided for in Chapter 17.42, Common Procedures. In granting a Reasonable Accommodation, the Review Authority shall indicate whether a Reasonable Accommodation shall terminate if the accommodation is no longer required, or if the recipient of the accommodation no longer resides at the property.

C. **Revocation.** Reasonable accommodation approval may be revoked pursuant to Section 17.42.130, Revocation, if any of the conditions or terms of the approval are violated or if any law or ordinance is violated.

Chapter 17.48 Variances

17.48.010 Purpose

This Chapter is intended to provide a mechanism for relief from the strict application of this Code where it would deprive the property owner of privileges enjoyed by similar properties because of the subject property's unique and special conditions.

17.48.020 Applicability

Variances may be granted to vary or modify dimensional and performance standards but may not be granted to allow uses or activities that this Code does not authorize for a specific lot or site.

17.48.030 Review Authority

The Planning Commission shall act as the review authority for Variance applications based on consideration of the requirements of this Chapter.

17.48.040 Procedures

A. **Application.** Applications for a Variance shall be filed with the Planning Division on the prescribed application forms in accordance with the procedures in Section 17.42.020, Application Forms and Fees. In addition to any other application requirements, the application for a Variance shall include evidence showing that the requested Variance conforms to the required findings set forth in Section 17.48.050, Required Findings.

B. **Public Notice and Hearing.** All applications for Variances require public notice and hearing before the Planning Commission pursuant to Chapter 17.42, Common Procedures.

17.48.050 Required Findings

After conducting a public hearing, the Planning Commission must make all of the following findings in order to approve or conditionally approve a Variance application. The Commission shall deny an application for a Variance if it is unable to make any of the required findings, in which case it shall state the reasons for that determination.

A. There are special circumstances applicable to the property, including size, shape, topography, location, or surroundings that do not apply generally to property in the vicinity and identical zone, for which the strict application of the zoning ordinance deprives such property of privileges enjoyed by other property in the vicinity and identical zone, and the granting of a Variance will

not constitute a granting of a special privilege inconsistent with the limitations on the property in the vicinity and identical zone;

B. The granting of the application is necessary to prevent a physical hardship which is not of the applicant's own actions or the actions of a predecessor in interest;

C. The granting of the application will not be detrimental or injurious to property or improvements in the vicinity, and will not be detrimental to the public health, safety, general welfare or convenience; and

D. The granting of the Variance will be consistent with the general purposes and objectives of this Code, any applicable specific plans, and the General Plan.

17.48.060 Conditions of Approval

In approving a Variance, the review authority may impose reasonable conditions or restrictions to achieve the following outcomes. The review authority may also require reasonable guarantees and evidence that such conditions are being, or will be, complied with.

A. Ensure that the proposal conforms in all significant respects with the General Plan and with any other applicable plans or policies adopted by the City Council;

B. Achieve the general purposes of this Code or the specific purposes of the zone in which the project is located;

C. Achieve the findings for a Variance granted; or

D. Mitigate any potentially significant impacts identified because of review conducted in compliance with the California Environmental Quality Act (CEQA).

17.48.070 Appeals; Expiration, Extensions, and Revisions; Revocation

A. **Appeals.** Variance decisions are subject to the appeal provisions of Section 17.42.140, Appeals.

B. **Expiration, Extensions and Revisions.** Variance approval is effective and may only be extended or revised as provided for in Chapter 17.42, Common Procedures.

C. **Revocation.** Variance approval may be revoked pursuant to Section 17.42.130, Revocation, if any of the conditions or terms of the approval are violated or if any law or ordinance is violated.

Chapter 17.49 Zoning Code and Map Amendments

17.49.010 Purpose

This Chapter establishes procedures by which changes may be made to the text of this Zoning Code and to the Zoning Map, whenever the public necessity, convenience, general welfare, or good practice justify such amendment, consistent with the General Plan.

17.49.020 Applicability

The procedures in this Chapter shall apply to all proposals to change the text of this Zoning Code or to revise a zone or boundary line shown on the Zoning Map.

17.49.030 Review Authority

The Planning Commission shall act as the advisory body for all amendments to the Zoning Code and Zoning Map and provide recommendations to the City Council. The City Council shall act as the review authority, and after receiving recommendations from the Planning Commission, may adopt, reject, or modify all amendments to the Zoning Code and Zoning Map.

17.49.040 Initiation of Amendment

An amendment to the Zoning Code or Zoning Map may be initiated by any qualified applicant identified in Section 17.42.020, Application Forms and Fees, the Community Development Director, or by the City Council or Planning Commission.

17.49.050 Application Requirements

A qualified applicant shall submit an application accompanied by the required fee, pursuant to Chapter 17.42, Common Procedures. The Planning Division may require an applicant to submit such additional information and supporting data as considered necessary to process the application. Amendments to the Zoning Code and Zoning Map may be processed concurrently with other applications.

17.49.060 Procedures

A. **Public Hearing and Notice.** All amendments to the Zoning Code and Zoning Map shall be referred to the Planning Commission, which shall conduct at least one noticed public hearing on any proposed amendment.

B. **Planning Commission Hearing and Recommendation.**

1. ***Planning Commission Hearing.*** Before submitting a recommendation report to the City Council, the Planning Commission shall conduct at least one noticed public hearing in accordance with Chapter 17.42, Common Procedures.

2. ***Recommendation to City Council.*** Following the public hearing, the Planning Commission shall make a recommendation on the proposed amendment to the City Council. Such recommendation shall include the reasons for the recommendation, findings related to General Plan consistency, and a discussion of the relationship of the proposed amendment to other adopted documents.

    a. *Approval.* If the Planning Commission has recommended approval of the proposed amendment, the City Council is required to take final action pursuant to Section 17.49.060.C, City Council Hearing and Action.

    b. *Denial.* If the Planning Commission has recommended against the proposed amendment, the City Council is not required to take any further action unless an appeal is filed in accordance with Section 17.42.140, Appeals.

C. **City Council Hearing and Action**

1. ***City Council Hearing.*** After receiving the recommendation from the Planning Commission, the City Council shall hold a noticed public hearing in accordance with Chapter 17.42, Common Procedures. The notice for the hearing shall include a summary of the Planning Commission recommendation.

2. ***City Council Action.*** After the conclusion of the hearing, the City Council may approve, modify, or deny the proposed amendment. An approved amendment shall be adopted by ordinance. If the Council proposes any substantial revision not previously considered by the Planning Commission during its hearings, the proposed revision shall first be referred to the Planning Commission for report and recommendation, but the Planning Commission shall not be required to hold a public hearing. The failure of the Planning Commission to report within 45 days after the referral shall be deemed a recommendation for approval and the amendment shall be returned to Council for adoption.

17.49.070 General Plan Consistency Required for Zoning Amendments

The Planning Commission shall not recommend and the City Council shall not approve a Zoning Amendment unless the proposed amendment is found to be consistent with the General Plan or concurrent General Plan amendment.

Chapter 17.50 General Plan Amendments

17.50.010 Purpose

This Chapter establishes procedures by which changes may be made to the General Plan to address changes in applicable law and problems and opportunities that were unanticipated at the time of General Plan adoption or the last amendment.

17.50.020 Applicability

The procedures in this Chapter shall apply to all proposals to change the text of the General Plan and the maps that illustrate the application of its provisions.

17.50.030 Review Authority

The Planning Commission shall act as the advisory body for all amendments to the General Plan and provide recommendations to the City Council. The City Council shall act as the review authority, and after receiving recommendations from the Planning Commission, may adopt, reject, or modify all amendments to the General Plan.

17.50.040 Initiation of Amendment

An amendment to the General Plan may be initiated by any qualified applicant identified in Section 17.42.020, Application Forms and Fees, the Community Development Director, or by the City Council or Planning Commission.

17.50.050 Maximum Number of General Plan Amendments

Except as otherwise provided by applicable law, no mandatory element of the General Plan can be amended more frequently than four times during any calendar year. Subject to that limitation, an amendment may be made at any time, as determined by the City Council. Each amendment may include more than one change to the General Plan.

17.50.060 Application Requirements

A qualified applicant shall submit an application accompanied by the required fee, pursuant to Chapter 17.42, Common Procedures. The Planning Division may require an applicant to submit such additional information and supporting data as considered necessary to process the application. Amendments to the General Plan may be processed concurrently with other applications.

17.50.070 Procedures

A. **Public Hearing and Notice.** All amendments to the General Plan shall be referred to the Planning Commission, which shall conduct at least one noticed public hearing on any proposed amendment.

B. **Planning Commission Hearing and Recommendation.**

1. ***Planning Commission Hearing.*** Before submitting a recommendation report to the City Council, the Planning Commission shall conduct at least one noticed public hearing in accordance with Chapter 17.42, Common Procedures.

2. ***Recommendation to City Council.*** Following the public hearing, the Planning Commission shall make a recommendation on the proposed amendment to the City Council. Such recommendation shall include the reasons for the recommendation.

   a. *Approval.* If the Planning Commission has recommended approval of the proposed amendment, the City Council is required to take final action pursuant to Section 17.50.070.C, City Council Hearing and Action.

   b. *Denial.* If the Planning Commission has recommended against the proposed amendment, the City Council is not required to take any further action unless an appeal is filed in accordance with Section 17.42.140, Appeals.

C. **City Council Hearing and Action**

1. ***City Council Hearing.*** After receiving the recommendation from the Planning Commission, the City Council shall hold a noticed public hearing in accordance with Chapter 17.42, Common Procedures. The notice for the hearing shall include a summary of the Planning Commission recommendation.

2. ***City Council Action.*** After the conclusion of the hearing, the City Council may approve, modify, or deny the proposed amendment. An approved amendment shall be adopted by ordinance. If the Council proposes any substantial revision not previously considered by the Planning Commission during its hearings, the proposed revision shall first be referred to the Planning Commission for report and recommendation, but the Planning Commission shall not be required to hold a public hearing. The failure of the Planning Commission to report within 45 days after the referral shall be deemed a recommendation for approval and the amendment shall be returned to Council for adoption.

Chapter 17.51 Specific Plans

17.51.010 Purpose

The purpose of this Chapter is to establish a process for preparing, processing, reviewing, adopting, and amending specific plans in compliance with Government Code Section 65450 et seq., or as that Section may be amended or replaced from time to time. The purpose of a specific plan is to systematically implement the General Plan in particularly designated areas.

17.51.020 Applicability

The procedures of this Chapter shall apply to all proposals for the adoption or amendment of a specific plan.

17.51.030 Review Authority

The Planning Commission shall act as the advisory body for all Specific Plans and provide recommendations to the City Council. The City Council shall act as the review authority, and after receiving recommendations from the Planning Commission, may adopt, reject, or modify all Specific Plans.

17.51.040 Initiation

A Specific Plan may be initiated by any qualified applicant identified in Section 17.42.020, Application Forms and Fees, the Community Development Director, or by the City Council or Planning Commission.

17.51.050 Application Requirements

A qualified applicant shall submit an application accompanied by the required fee, pursuant to Chapter 17.42, Common Procedures. The Planning Division may require an applicant to submit such additional information and supporting data as considered necessary to process the application.

17.51.060 Specific Plan Contents

A specific plan shall include, but is not limited to, text and diagrams that specify all of the following in detail:

A. The distribution, location and extent of individual land uses, including open space, within the area covered by the plan;

B. The proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, parks and other

essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan;

C. Land use and development standards that, at a minimum, address land use, density, height, setbacks, landscaping, and parking;

D. Standards that address the conservation, development and utilization of natural resources, where applicable;

E. A program of implementation measures, including regulations, programs, public works projects, financing measures and a statement of consistency with any existing master/capital improvement plan necessary to carry out subsections A, B and C listed above;

F. A statement of relationship of the specific plan to the General Plan, including a statement of how the specific plan implements the goals and policies of the General Plan; and

G. Any other subject that, in the judgment of the Director, Planning Commission or City Council, are necessary or desirable for implementation of the General Plan.

17.51.070 Review Procedures

A. **Public Hearing and Notice.** All specific plans shall be referred to the Planning Commission, which shall conduct at least one noticed public hearing on any proposed specific plan. In addition to the notice required pursuant to Section 17.42.070, Public Notice, notice of the hearing also shall be mailed or delivered to any local agency expected to provide essential facilities or services to the property that is the subject of the proposed specific plan.

B. **Planning Commission Hearing and Recommendation.**

1. ***Planning Commission Hearing.*** Before submitting a recommendation report to the City Council, the Planning Commission shall conduct at least one public hearing in accordance with Section 17.42.080, Conduct of Public Hearings.

2. ***Recommendation to City Council.*** Following the public hearing, the Planning Commission shall make a written recommendation on the proposed specific plan. A recommendation for approval shall be made by the affirmative vote of not less than three members of the Planning Commission. The Planning Commission's recommendation shall be transmitted to the City Council

a. *Approval.* If the Planning Commission has recommended approval of the proposed specific plan, the City Council is required to take final action pursuant to Section 17.51.070.C, City Council Hearing and Action.

b. *Denial.* If the Planning Commission has recommended against the proposed specific plan, the City Council is not required to take any action unless an appeal is filed in accordance with Section 17.42.140, Appeals.

C. **City Council Hearing and Action**

1. ***City Council Hearing.*** After receiving recommendation of approval from the Planning Commission or if an appeal has been filed on a recommendation of denial, the City Council shall hold a noticed public hearing in accordance with Section 17.42.070, Public Notice, and Section 17.42.080, Conduct of Public Hearings. The notice for the hearing shall include the Planning Commission's recommendation.

2. ***City Council Action***. After the conclusion of the hearing, the City Council may approve, modify, or deny the proposed specific plan. If the Council proposes any substantial revision not previously considered by the Planning Commission during its hearings, the proposed revision shall first be referred to the Planning Commission for report and recommendation, but the Planning Commission shall not be required to hold a public hearing. The failure of the Planning Commission to report within 45 days after the referral shall be deemed a recommendation for approval and the specific plan shall be returned to Council for adoption.

D. In connection with adoption of a specific plan, the Zoning Map shall be amended to apply the SP Overlay Zone to the area covered by such specific plan.

17.51.080 Required Findings

The Planning Commission shall not recommend and the City Council shall not adopt a specific plan or amendment thereto, unless the following findings are made:

A. The Specific Plan implements and is consistent with the General Plan.

B. The proposed development will be superior to development otherwise allowed under conventional zoning.

C. The proposed development will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the City.

D. The Specific Plan complies with the California Environmental Quality Act (CEQA).

17.51.090 Method of Adoption

The specific plan shall be adopted by ordinance or by resolution, in compliance with State law (Government Code Section 65453) and shall become effective on the 31st day following the date the public decision is rendered by the Council.

17.51.100 Amendments of Approved Specific Plans

A specific plan may be amended in the same manner as it was adopted, except minor amendments as provided for below.

A. **Minor Amendments.** Minor amendments that are consistent with the original findings and do not substantively alter one or more of the approved specific plan components may be approved by the Director. The Director has discretion to require any request for an amendment to a specific plan be processed through the same procedure identified by this Chapter for the adoption of a specific plan.

Chapter 17.52 Development Agreements

17.52.010 Purpose

This Chapter establishes procedures and requirements for considering and entering into legally binding agreements with applicants for development projects, as provided for in State law. Such agreements provide a greater degree of certainty than the normal permit approval process by granting assurance that an applicant may proceed with development in accord with policies, rules, and regulations in effect at the time of approval subject to conditions to promote the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved.

17.52.020 Applicability

A development agreement may be considered for a complex or multi-phase development project that will require a developer to make a substantial investment at the early stages of the project for planning and engineering for the entire project and for public facilities and services. To be considered for a development agreement, a project shall be consistent with the General Plan and any applicable specific plan unless the applicant has submitted an application for any necessary amendments to the General Plan or specific plan.

17.52.030 Initiation

A development agreement may be initiated by:

A. An application of one or more qualified applicants. A qualified applicant is a person who has a legal or an equitable interest in the real property which is the subject of the development agreement. Such interest must be such that the applicant has or will have control of the use of the property during the proposed term of the agreement.

   1. The Community Development Director may require an applicant to submit proof of interest in the real property and of the authority of the agent, if any, designated to act for the applicant. The Director may require an applicant or agent to submit a title report from a reputable title insurance company or other evidence to verify the legal or equitable interest of the applicant in the property.

B. By resolution of intention of the City Council.

C. By resolution of intention of the Planning Commission.

17.52.040 Authority and Duties

A. The Director shall negotiate the specific components and provisions of the development agreement on behalf of the City for Planning Commission review and recommendation to the City Council.

B. The City Council shall have the exclusive authority to approve a development agreement.

17.52.050 Procedure

An applicant for a development project may request that the City review the application as a development agreement application in accordance with the following procedures. The City incorporates by reference the provisions of Government Code Sections 65864-65869.5. In the event of any conflict between these statutory provisions and this Section, this Section shall control.

A. **Application Requirements.** An applicant shall submit an application for a development agreement on a form prescribed by the Director, accompanied by the required fees. The Director shall identify submittal requirements for applications for development agreements and may require an applicant to submit additional information and supporting data as considered necessary to process the application. In addition to any other information that the Director requires, each application for a development agreement shall be accompanied by the general terms and conditions of the agreement proposed by the applicant and shall include the contents required in Subsection B, below.

B. **Contents of Development Agreements.**

1. ***Required Contents.*** A development agreement shall specify its duration; the permitted uses of the subject property; the general location and density or intensity of uses; the general location, maximum height and size of proposed buildings; and provisions for reservation or dedication of land for public purposes. It shall contain provisions concerning its transferability.

2. ***Improvements and Fees.*** A development agreement may include requirements for construction and maintenance of on-site and off-site improvements or payment of fees in lieu of such dedications or improvements.

3. ***Conditions.*** A development agreement may also include conditions, terms, restrictions, and requirements for subsequent discretionary actions, but does not eliminate the applicant's responsibility to obtain all required land use approvals.

4. ***Environmental Mitigation.*** A development agreement may include, without limitation, conditions and restrictions imposed by the City with respect to the project, including those conditions, restrictions, and mitigation measures proposed in any Final

Environmental Impact Report or other CEQA document applicable to the project that eliminate or mitigate adverse environmental impacts of the project.

5. ***Phasing.*** A development agreement may provide that the project be constructed in specified phases, that construction shall commence within a specified time, and that the project or any phase thereof be completed within a specified time.

6. ***Financing.*** If the development agreement requires applicant financing of necessary public facilities, it may include terms relating to subsequent reimbursement over time for such financing.

7. ***Indemnity.*** A development agreement may contain an indemnity clause requiring the applicant to indemnify and hold the City harmless against claims arising out of or in any way related to the actions of applicant in connection with the application or the development process, including all legal fees and costs.

8. ***Performance Obligation Fees.*** A development agreement may include provisions to guarantee performance of obligations stated in the agreement.

17.52.060 Planning Commission Review and Recommendation

A. **Planning Commission Hearing.** The Planning Commission shall provide notice and conduct a public hearing in conformance with the provisions of Section 17.42.070, Public Notice, and Section 17.42.080, Conduct of Public Hearings.

B. **Recommendation to City Council.** Within 30 days after the public hearing has been closed by the Planning Commission, it shall render its decision in the form of a written recommendation to the City Council. Its report and recommendation, including proposed findings on the matters stated in Section 17.52.060.B, Findings, shall be forwarded to the City Council.

17.52.070 City Council Review and Decision

A. **City Council Hearing.** After receiving the recommendation from the Planning Commission, the City Council shall hold a noticed public hearing in accordance with Chapter 17.42, Common Procedures.

B. **Findings.** The City Council shall not approve a proposed development agreement unless it finds that its provisions are consistent with the General Plan and any applicable specific plan. This requirement may be satisfied by a finding that the provisions of a proposed development agreement are consistent with proposed General Plan or specific plan provisions to be adopted concurrently with the approval of the proposed development agreement.

C. **Decision.** After the City Council completes the public hearing, the City Council shall approve, modify, or disapprove the development agreement. Approval of a development agreement shall be by ordinance. The ordinance shall refer to and incorporate by reference the text of the development agreement. Matters not previously considered by the Planning Commission during its hearing may, but need not, be referred back to the Planning Commission for report and recommendation. The Planning Commission may, but need not, hold a public hearing on matters referred back to it by the City Council.

17.52.080 Execution and Recordation of Development Agreement

Within 10 days after the ordinance approving the development agreement takes effect, the City Manager shall execute the development agreement on behalf of the City, and the City Clerk shall record the development agreement with the County Recorder.

17.52.090 Annual Review

The applicant shall be required to demonstrate compliance with the provisions of the development agreement at least once a year at which time the Director shall review each approved development agreement.

A. **Finding of Compliance.** If the Director, on the basis of substantial evidence, finds compliance by the applicant with the provisions of the development agreement, no action is required.

B. **Finding of Non-compliance.** If the Director finds the applicant has not complied with the provisions of the development agreement, the Director may issue a finding of noncompliance which may be recorded by the City with the County Recorder after it becomes final. The Director shall specify in writing to the applicant the respects in which the applicant has failed to comply and shall set forth terms of compliance and specify a reasonable time for the applicant to meet the terms of compliance. If the applicant does not comply with any terms of compliance within the prescribed time limits, the development agreement shall be subject to termination or modification pursuant to this Chapter.

C. **Appeal of Determination.** Within 10 days after issuance of a finding of noncompliance, any interested person may file a written appeal of the finding with the City Council. The appellant shall pay fees and charges for the filing and processing of the appeal in amounts established by resolution of the City Council. The appellant shall specify the reasons for the appeal. The issuance of a finding of compliance or finding of noncompliance by the Director and the expiration of the appeal period without appeal, or the confirmation by the City Council of the issuance of the finding on such appeal, shall conclude the review for the applicable period and such determination shall be final.

17.52.100 Amendment or Cancellation

A. **Mutual Agreement.** Any development agreement may be canceled or amended by mutual consent of the parties following compliance with the procedures specified in this Section.

1. ***Director Approval.*** Any amendment to a development agreement which does not relate to the duration of the agreement, permitted uses of the property, density or intensity of use, timing of development, height or size of proposed buildings, provisions for reservation or dedication of land, or to any conditions, terms, restrictions and requirements relating to subsequent discretionary actions related to design or improvement or construction standards and specifications may be made by the Director without noticed public hearing. A development agreement may also specify procedures for additional administrative approval of minor amendments by mutual consent of the applicant and Director.

2. ***City Council Approval.*** Except as provided in paragraph 17.52.100.A.1, Director Approval, the procedure for proposing and adopting an amendment to, or the cancellation in whole or in part, of a development agreement, shall be the same as the procedure for entering into a development agreement in the first instance.

B. **After Finding of Noncompliance.** If a finding of noncompliance does not include terms of compliance, or if applicant does not comply with the terms of compliance within the prescribed time limits, the Director may refer the development agreement to the City Council for termination or modification. The City shall first give written notice to the party executing the agreement of its intention to initiate such proceedings. Such notice shall be given not less than 30 days in advance of public notice of the City Council hearing to consider an amendment or cancellation. After the public hearing, the City Council may terminate the development agreement, modify the finding of noncompliance, or rescind the finding of noncompliance, and issue a finding of compliance.

C. **Recordation.** If the parties to the agreement or their successors in interest amend or cancel the development agreement, or if the City terminates or modifies the development agreement for failure of the applicant to fully comply with the provisions of the development agreement, the City Clerk shall record notice of such action with the County Recorder.

D. **Rights of the Parties After Cancellation or Termination.** In the event that a development agreement is cancelled or terminated, all rights of the applicant, property owner, or successors in interest under the development agreement shall terminate. If a development agreement is terminated following a finding of noncompliance, the City may, in its sole discretion, determine to return any and all benefits, including reservations or dedications of land, and payments of fees, received by the City.

17.52.110 Effect of Approved Agreement

A. **Existing Rules and Regulations.** Unless otherwise specified in the development agreement, the City's rules, regulations, and official policies governing permitted uses of the property, density and design, and improvement standards and specifications applicable to development of the property shall be those City rules, regulations, and official policies in force on the effective date of the development agreement. The applicant shall not be exempt from otherwise applicable City ordinances or regulations pertaining to persons contracting with the City.

B. **Future Rules and Regulations.** A development agreement shall not prevent the City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies that do not conflict with those rules, regulations, and policies applicable to the property as set forth in the development agreement. A development agreement shall not prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the project on the basis of such existing or new rules, regulations, and policies. Unless otherwise specified in the development agreement, a development agreement shall not exempt the applicant from obtaining future discretionary land use approvals.

C. **State and Federal Rules and Regulations.** In the event that any regulation or law of the State of California or the United States, enacted or interpreted after a development agreement has been entered into prevents or precludes compliance with one or more provisions of the development agreement, then the development agreement may be modified or suspended in the manner and pursuant to the procedures specified in the development agreement, as may be necessary to comply with such regulation or law.

17.52.120 Enforcement

The procedures for enforcement, amendment, modification, cancellation or termination of a development agreement specified in this Section and in Government Code Section 65865.4 or any successor statute, are non-exclusive. A development agreement may be enforced, amended, modified, cancelled or terminated by any manner otherwise provided by law or by the provisions of the development agreement.

Chapter 17.53 Enforcement

17.53.010 Administration and Enforcement Responsibility

This Code shall be administered by the Community Development Director and jointly enforced by the Community Development Director and Building Official.

17.53.020 Notice of Violation

A. If the Community Development Director finds that any provision of this title is being violated, they shall notify in writing the person responsible for such violation indicating the nature of the violation and ordering the action necessary to correct it. The notice shall list the necessary changes to remedy the violation(s) of this Code and may require the removal of any structure or termination of any use in violation of this Code. The notice shall state the time period allowed for making the necessary changes.

B. If after receiving a notice of a violation the responsible party does not, in the opinion of the Community Development Director, make the necessary corrections within the time period allowed, the Community Development Director, may take one or more of the actions as provided in this Chapter and in Rocklin Municipal Code Chapter 1.08, Enforcement of the Rocklin Municipal Code and Other Applicable Laws.

17.53.030 Right of Entry

In the discharge of this duty, the Community Development Director, the Building Official and code enforcement personnel shall have the right to enter on any site or to enter any structure for the purpose of investigation and inspection in the following circumstances:

A. With the permission of the owner or occupant;

B. With the written order of a court of competent jurisdiction; or

C. Where the occupant or owner has no reasonable expectation of privacy (e.g., an open lot or an abandoned building).

17.53.040 Permit in Conflict Void

Officers and employees of the City vested with the duty or authority to issue permits or licenses shall conform to the provisions of this Code. Any permit or license which would authorize the permittee or licensee to erect, alter or enlarge any building or structure or to use property in any manner in conflict with the provisions of this Code, intentionally or otherwise, is null and void.

17.53.050 Violation and Penalty

A. Any person, firm, or corporation violating any provision of this Code is subject to any and all applicable provisions of the Municipal Code, including, but not limited to, the provisions specified Chapter 1.08, Enforcement of the Rocklin Municipal Code and Other Applicable Laws.

B. Violations of the provisions of this Code or failure to comply with any of its requirements (including violations of any conditions established in connection with grants of approval) shall constitute a misdemeanor. Any person, firm or corporation whether as principal, agent, employee or otherwise who violates this Code or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than 500 dollars or imprisoned not more than six months in the council jail, or both. Each day such violation continues shall be considered a separate offense.

C. The owner or tenant of any building, structure, premises or parts thereof, or any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains a violation of this Code may each be found guilty of a separate offense and suffer the penalties provided in this Chapter.

17.53.060 Nuisance and Abatement

Any building or structure erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of this Code and any use of land, buildings or premises conducted, operated or maintained contrary to the provisions of this Code or contrary to a permit or variance or the terms or conditions imposed in this Code is unlawful and a public nuisance, and the Community Development Director or Building Official may cause to be commenced action or proceedings for the abatement and removal and enjoinment thereof in a manner provided by law.

Chapter 17.54 Reserved

Chapter 17.55 Reserved

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Chapter 17.57 Reserved

Division V: Terms and Definitions

Chapter 17.58 Use Classifications

17.58.010 Residential Uses

Residential Dwelling Units. Dwelling units designed for occupancy by one household.

Single-Unit Dwelling, Detached. A dwelling unit that is designed for occupancy by one household with private yards on all sides and located on a separate lot from any other unit (except an accessory dwelling unit, where permitted). This subclassification includes individual manufactured housing units.

Single-Unit Dwelling, Attached. A dwelling unit that is designed for occupancy by one household located on a separate lot from any other unit (except an accessory dwelling unit, where permitted), and is attached through common walls to more than one dwelling on abutting lots, such as townhomes.

Multi-Unit Dwelling. Two or more attached or detached dwelling units on a single lot. Types of multi-unit dwellings can include duplexes, triplexes, multiple detached residential units, and apartment buildings.

Accessory Dwelling Unit.

Accessory Dwelling Unit (ADU). An attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a parcel with a proposed or existing primary dwelling. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An Accessory Dwelling Unit also includes an efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code, and a manufactured home, as defined in Section 18007 of the California Health and Safety Code.

Junior Accessory Dwelling Unit (JADU). A residential unit that is no more than 500 square feet of interior livable space in size, includes an efficiency kitchen consistent with building code standards, is contained entirely within the walls of a single-family residence or multi-family building, and may include separate sanitation facilities or may share sanitation facilities with the existing structure or unit.

Employee Housing. Has the same meaning as “employee housing” as set forth in Health & Safety Code §17008 for farmworkers.

Family Day Care. A day care facility licensed by the State of California, located in a residential unit where the resident of the dwelling provides care and supervision for children under the age of 18 for periods of less than 24 hours a day.

> ***Small.*** A facility that provides care for eight or fewer children, including children who reside at the home and are under the age of 10 (California Health and Safety Code Section 1597.44).
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> ***Large.*** A facility that provides care for seven to 14 children, including children who reside at the home and are under the age of 10 (California Health and Safety Code Section 1597.465).

Group Residential. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. This classification includes rooming and boarding houses, dormitories, other types of organizational housing, private residential clubs, and extended stay hotels intended for long-term occupancy (30 days or more) but excludes Hotels and Motels and Residential Care Facilities.

Mobile Home Park/Manufactured Housing Community. A development occupied by manufactured housing units, including facilities and amenities used in common by residents who rent, lease, or own spaces for manufactured housing units through a subdivision, cooperative, condominium, or other form of resident ownership.

Residential Care Facilities. A facility licensed by the State of California to provide living accommodations, 24-hour care for persons requiring personal services, supervision, protection, or assistance with daily tasks. Facilities may include shared living quarters, with or without a private bathroom or kitchen facilities. This classification includes both for- and not-for-profit institutions, but excludes Supportive Housing and Transitional Housing.

> ***Small.*** A facility that is licensed by the State of California to provide care for six or fewer persons.
>
> ***Large.*** A facility that is licensed by the State of California to provide care for more than six persons.

Residential Facility, Assisted Living. A facility that provides a combination of housing and supportive services for the elderly or functionally impaired, including personalized assistance, congregate dining, recreational, and social activities. These facilities may include medical services. Examples include assisted living facilities, retirement homes, and retirement communities. These facilities typically consist of individual units or apartments, sometimes containing kitchen facilities and common amenities. The residents in these facilities require varying levels of assistance.

Single Room Occupancy Facility. A residential facility where living accommodations are individual secure rooms, with or without separate kitchen or bathroom facilities for each room, and rented to one or two-person households for a weekly or monthly period of time. This use classification includes extended stay hotels intended for long-term occupancy (more than 30 days) but excludes Hotels and Motels, and Residential Care Facilities.

Supportive Housing. Dwelling units with no limit on length of stay that are occupied by the target population as defined in subdivision (d) of Section 53260 of the California Health and Safety Code, and that are linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, where possible, work in the community.

Transitional Housing. Housing that has a predetermined end point in time for resident occupancy and is operated under a program that requires the termination of assistance, in order to provide another eligible program recipient to the service. The program length is usually no less than six months.

17.58.020 Public/Semi-Public Uses

Cemeteries and Columbariums. Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains, including mausoleums, burial places, and memorial gardens. Does not include crematoriums.

Colleges and Trade Schools. Institutions of higher education primarily for adults providing curricula of a general, religious, or professional nature, granting degrees or professional certifications and including junior colleges, business and computer schools, management training, and technical and trade schools. This classification excludes Instructional Services such as music lessons.

Commercial Parking. Privately owned surface lots and structures offering parking for a fee when such use is not incidental to another on-site activity.

Community Assembly. A facility for public or private meetings and gatherings, including community centers, houses of worship, union halls, meeting halls, and membership organizations. This classification includes the use of functionally-related facilities for the use of members and attendees, such as kitchens, multi-purpose rooms, classrooms, and storage.

Community Garden. Use of land for and limited to the cultivation of herbs, fruits, flowers, or vegetables, including the cultivation and tillage of soil and the production, cultivation, growing, and harvesting of any agricultural, floricultural, or horticultural commodity, by several individuals or households.

Convention Facility. A facility accommodating gatherings, assembly, entertainment, and related support facilities (e.g. kitchens, offices, etc.) for special events or occasions.

Cultural Institutions. A public or private institution and/or associated facility engaged in activities to promote aesthetic and educational interest among the community that is open to the public on a regular basis. This classification includes libraries, and museums. This classification excludes schools or institutions of higher education providing curricula of a general nature (see Colleges and Trade Schools).

Day Care Centers. Establishments providing non-medical care for persons on a less than 24-hour basis other than Family Day Care. This classification includes nursery schools, preschools, and day care facilities for children or adults, and any other day care facility licensed by the State of California.

Emergency Shelter. Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less, as defined in Section 50801 of the California Health and Safety Code. Medical assistance, counseling, and meals may be provided.

Government Offices. Administrative, clerical, or public contact offices of a government agency, including postal facilities and courts, along with the storage and maintenance of vehicles. This classification excludes corporation yards, equipment service centers, and similar facilities that require maintenance and repair services and storage facilities for related vehicles and equipment.

Hospitals and Clinics. State-licensed facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons. This classification includes facilities for inpatient or outpatient treatment, including substance-abuse programs, as well as training, research, and administrative services for patients and employees. This classification excludes veterinaries and animal hospitals (see Animal Care, Sales, and Services).

> ***Clinic.*** A facility providing medical, psychiatric, or surgical service for sick or injured persons exclusively on an out-patient basis including emergency treatment, diagnostic services, administration, and related services to patients who are not lodged overnight. Services may be available without a prior appointment. This classification includes licensed facilities offering substance abuse treatment, blood banks and plasma centers, urgent care, and emergency medical services offered exclusively on an out-patient basis. This classification does not include private medical and dental offices that typically require appointments and are usually smaller scale (see Offices).
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> ***Hospitals.*** A facility providing medical, psychiatric, or surgical services for sick or injured persons, primarily on an inpatient basis, and including supplementary facilities for outpatient and emergency treatment, diagnostic services, training, research, administration, and services to patients, employees, or visitors. The institutions are to be licensed by the State of California to provide surgical and medical services.
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> ***Skilled Nursing Facility.*** A State-licensed facility or a distinct part of a hospital that provides continuous skilled nursing and supportive care to patients whose primary need requires the availability of skilled nursing care on an extended basis. The facility provides 24-hour inpatient care and, at a minimum, includes physician, nursing, dietary, pharmaceutical services, and an activity program. Intermediate care programs that provide skilled nursing and supportive care for patients on a less-than-continuous basis are classified as skilled nursing facilities.

Instructional Services. Establishments that offer specialized programs in personal growth and development such as music, martial arts, vocal, yoga, dancing, reading, sports, and math instruction. Attendance is typically limited to hourly classes rather than full-day instruction. The establishments do not grant diplomas or degrees, though instruction could provide credits for diplomas or degrees granted by other institutions. This classification also includes tutoring facilities which offer academic instruction to individuals or groups.

Low Barrier Navigation Center. A Housing First, low barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

Park and Recreation Facilities. Parks, playgrounds, recreation facilities, trails, wildlife preserves, and related open spaces, all of which are noncommercial. This classification includes playing fields, courts, gymnasiums, swimming pools, picnic facilities, tennis courts, golf courses, and botanical gardens, as well as related food concessions or community centers within the facilities.

Public Safety Facilities. Facilities providing public-safety and emergency services, including police and fire protection and emergency medical services, with incidental storage, training, and maintenance facilities.

Schools, Private. Facilities for primary or secondary education having curricula comparable to that required in the public schools of the State of California administered by an entity other than the applicable school district, including charter schools established under the authority of Government Code 47600 et seq.

Schools, Public. Facilities administered by the applicable school district for primary or secondary education.

Social Service Facilities. Facilities providing a variety of supportive services for disabled and homeless individuals and other targeted groups on a less than 24-hour basis. Examples of services provided are counseling, meal programs, personal storage lockers, showers, instructional programs, television rooms, and meeting spaces. This classification is distinguished from licensed day care centers (see Day Care Centers), clinics, and emergency shelters providing 24-hour care (see Emergency Shelter).

17.58.030 Commercial Uses

Adult Related Business. As defined in Section 17.35, Adult Related Businesses.

Animal Services. Services related to the boarding and care of household pets.

> ***Animal Hospital.*** A facility for the care and treatment of animals, including associated veterinary offices. This classification allows 24-hour accommodation of animals receiving medical services and treatment, and includes veterinary and pet clinics.

Kennel. A commercial or non-commercial facility for the grooming, keeping, boarding or maintaining of four or more dogs, cats, and/or other animals commonly considered as household pets over the age of four months. A business that provides grooming services only with no boarding is classified as Personal Services. Pet stores are classified as Retail Sales.

Automobile/Vehicle Sales and Services. Retail or wholesale businesses that sell, rent, and/or repair automobiles, boats, personal watercraft, recreational vehicles, trucks, vans, trailers, scooters, and motorcycles including the following:

Automotive Rental. Establishment providing for the rental of automobiles and small vehicles. Typical uses include car, light truck, motorcycle, and scooter rental agencies.

Automotive Dealership. Sale or lease, retail or wholesale, of automobiles, light trucks, motorcycles, motor homes, boats, and trailers, together with associated repair services and parts sales, but excluding body repair and painting. Typical uses include automobile dealers and recreational vehicle sales agencies.

Automobile/Vehicle Service and Repair, Light. The service and repair of automobiles, light-duty trucks, and motorcycles, including the incidental sale, installation, and servicing of related equipment and parts. This classification includes the replacement of small automotive parts and liquids as an accessory use to a gasoline sales station or automotive accessories and supply store, and smog checks, tire sales and installation, auto radio/electronics installation, auto air conditioning/heater service, and quick-service oil, tune-up shops, window tinting, wrapping, and brake and muffler shops where repairs are made or service provided in enclosed bays and no vehicles are stored overnight.

Automobile/Vehicle Repair, Heavy. Repair of automobiles, trucks, motorcycles, motor homes, boats, and recreational vehicles, generally on an overnight basis that may include disassembly, removal or replacement of major components such as engines, drive trains, transmissions or axles, automotive body and fender work, vehicle painting, or other operations that generate excessive noise, objectionable odors or hazardous materials, and incidental towing services. This classification excludes vehicle dismantling or salvaging and tire retreading or recapping.

Large Vehicle and Equipment Sales, Service, and Rental. Sales, servicing, rental, fueling, and washing of boats, recreational vehicles, and large trucks, trailers, tractors, and other equipment used for construction, moving, agricultural, or landscape gardening activities.

Service Stations. Establishments primarily engaged in retailing automotive fuels or retailing these fuels in combination with activities, such as providing minor automobile/vehicle repair services that do not include major overhauls or paint booths; selling automotive oils, replacement parts, and accessories; and/or providing incidental food and retail services. These facilities may include

"mini-marts" and/or convenience stores that sell products, merchandise, or services that are ancillary to the primary use related to the provision of automotive services.

Towing and Impound. Establishments primarily engaged in towing light or heavy motor vehicles, both local and long distance. These establishments may provide incidental services, such as vehicle storage and emergency road repair services (for automobile dismantling, see Salvage and Wrecking).

Car Wash. Washing, waxing, or cleaning of automobiles or similar light vehicles.

Banks and Financial Institutions. Financial institutions providing retail banking services. This classification includes only those institutions serving walk-in customers or clients, including banks, savings and loan institutions, check cashing businesses, and credit unions. May include drive-through facilities, where drive-through facilities are allowed.

Business Services. Establishments providing goods and services to other businesses on a fee or contract basis, including printing and copying, blueprint services, advertising and mailing, office equipment rental and leasing, office security, custodial services, photofinishing, model building, and delivery services with two or fewer fleet vehicles on-site.

Commercial Entertainment and Recreation. Provision of participant or spectator entertainment to the public. These classifications may include incidental restaurants, snack bars, and other related food and beverage services to patrons.

Cinema. A facility for the indoor display of films and motion pictures.

Indoor Performance Venue. An indoor facility for dramatic, musical, or other live performances.

Indoor Fitness. Establishments providing predominantly participant sports and fitness services conducted within an enclosed building. Typical uses include exercise and gym facilities, health clubs, indoor racquetball courts, athletic clubs, and physical fitness centers.

Indoor Recreation. Establishments providing predominantly participant recreation services conducted within an enclosed building, including bowling alleys and ice and roller skating rinks.

Indoor Entertainment. Establishments providing predominantly participant amusement and entertainment services conducted within an enclosed building, including electronic amusement centers, billiard parlors, axe throwing, aquariums, and pool halls.

Outdoor Entertainment. Predominantly spectator uses, conducted in open or partially enclosed or screened facilities. Typical uses include amusement parks, zoos, sports stadiums and arenas, racetracks, amphitheaters, and drive-in theaters.

Outdoor Recreation. Predominantly participant sports conducted in open or partially enclosed or screened facilities. Typical uses include driving ranges, golf courses, sports complexes, miniature

golf courses, tennis clubs, outdoor batting cages, swimming pools, archery ranges, and riding stables.

Drive-Through Facility. A motor vehicle drive-through facility which is a commercial building or structure or portion thereof which is designed or used to provide goods or services to the occupants of motor vehicles. This classification includes banks and other financial services, fast food establishments, drugstores, and film deposit/pick-up establishments, but excludes drive-in theaters (see Commercial Entertainment and Recreation), service stations, or car-wash operations (see Automobile/Vehicle Sales and Services).

Eating and Drinking Establishments. Businesses primarily engaged in serving prepared food and/or beverages for consumption on or off the premises.

Bars/Nightclubs/Lounges. Businesses serving alcoholic beverages for consumption on the premises as a primary use, including on-sale service of alcohol including distilled spirits. This subclassification includes establishments where alcoholic beverages, including distilled spirits, are sold and consumed but are not operated and maintained as bona fide eating establishments and establishments where beverage production, brewing, or distilling is subordinate to the sale of alcoholic beverages.

Taverns and Wine Bars. Businesses serving beer and/or wine for consumption on the premises as a primary use. This subclassification includes establishments where beer and/or wine are sold and consumed but are not operated and maintained as bona fide eating establishments. It excludes establishments that serve distilled spirits (see Bars/Nightclubs/Lounges or Restaurant).

Restaurant. Establishments where food and beverages are served to patrons on-site or off-site, including full-service, limited-service, and take-out/delivery businesses. This subclassification includes cafes, coffee shops, delicatessens, fast-food businesses, and bakeries that have tables for on-site consumption of products, as well as establishments operated and maintained as a bona fide eating place that serve alcoholic beverages. It excludes catering services and commercial kitchens that do not sell food or beverages for on-site consumption.

Farmer's Markets. Temporary but recurring outdoor retail sales of food, plants, crafts, flowers, and products such as jellies, breads, and meats that are predominantly grown or produced by vendors who sell them.

Food Preparation. Establishments preparing and/or packaging food primarily for off-site consumption, including catering kitchens, retail bakeries, and small-scale specialty food production. This classification excludes establishments with an industrial character in terms of processes employed, waste produced, water used, and traffic generation.

Funeral Parlor. An establishment primarily engaged in the preparation of the dead for burial or cremation and conducting memorial services. This subclassification excludes crematories (see Crematories) and cemeteries and burial parks (see Cemeteries and Columbariums).

Hotels. An establishment providing overnight lodging to transient patrons for payment periods of 30 consecutive calendar days or less. These establishments may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. This use classification includes motor lodges, motels, recreational vehicle parks, and tourist courts.

Market Garden. The primary use of a site for cultivation of fruits, vegetables, flowers, fiber, nuts, seeds, or culinary herbs for sale or donation of its produce to the public.

Offices. Offices providing professional, executive, management, administrative or design services, such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, insurance, and legal offices; recording studios; real estate and mortgage brokers; and banks and savings and loan offices without retail banking services (see Banks and Financial Institutions). This classification also includes offices where medical and dental services are provided by physicians, dentists, chiropractors, acupuncturists, optometrists, and similar medical professionals, including medical/dental laboratories within medical office buildings, but excludes clinics, independent research laboratory facilities (see Research and Development), and hospitals.

Personal Services. An establishment providing services of personal convenience to individuals as a primary use. Personal services include barber and beauty shops, permanent makeup studios, day spas, nail salons, tanning salons, electrolysis, and other cosmetic and appearance care services; pet grooming, shoe and luggage repair, photographers, self-serve laundry and dry cleaning pick-up, copying, repair and fitting of clothes, tattoo parlors, piercing studios, fortune telling, massage establishments, and similar services.

Repair and Maintenance Services. Establishments engaged in the maintenance or repair of consumer products, including office machines, household appliances, electronics, furniture, and similar items. This classification excludes repair and maintenance of motor vehicles (see Automobile/Vehicle Sales and Services) and personal apparel (see Personal Services).

Retail Sales.

> ***Building Materials Stores.*** Retail sales or rental of building supplies or equipment. This classification includes lumber yards, tool and equipment sales, or rental establishments, and includes establishments devoted principally to taxable retail sales to individuals for their own use. This subclassification does not include Construction and Material Yards, hardware stores less than 10,000 square feet in floor area, or plant nurseries.

Food and Beverage Sales. Retail sales of food and beverages primarily for off-site preparation and/or consumption. This subclassification includes food markets, grocery stores, meat markets and butcher shops, and retail bakeries.

General Retail. The retail sale or rental of merchandise not specifically listed under another use classification. This subclassification includes retail establishments such as department stores, clothing stores, furniture stores, small hardware stores (with 10,000 square feet or less of floor area), and businesses retailing the following goods: household pets and pet supplies, toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies and services (including portraiture and retail photo processing), medical supplies and equipment, pharmacies, electronic equipment, sporting goods, kitchen utensils, hardware, appliances, antiques, art galleries, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, and new automotive parts and accessories (excluding vehicle service and installation). Retail sales may be combined with other services such as office machine, computer, electronics, and similar small-item repairs.

Liquor Store. Retail sales of alcoholic beverages for off-site consumption as a primary use. This subclassification includes all establishments that either devotes 40 percent or more of floor area or display area to, or derives 75 percent or more of gross sales receipts from, the sale or exchange of alcohol.

Nurseries. Establishment(s) primarily engaged in retailing nursery and garden products, such as trees, shrubs, plants, seeds, bulbs, and sod that are predominantly grown elsewhere. These establishments may sell a limited amount of a product they grow themselves.

Pawn Shop. A business establishment engaged in the buying and selling of new or secondhand merchandise and offering loans secured by merchandise.

Tobacco Retailer. Any person, retail establishment, or any other legal entity who sells, distributes, or delivers to any person(s), for any form of consideration, tobacco products, including electronic smoking devices and 1) tobacco products sales, distribution or delivery accounts for more than 50 percent of the business income, or 2) the business is advertised as a tobacco shop, smoke shop, or has a similar business identification relating to a tobacco retailer.

Smoking Lounge. A business which serves tobacco or non-tobacco products (e.g., fruit, vegetables) whereby patrons, who are 18 years of age or older, smoke the tobacco or non-tobacco products or share them from a hookah, water pipe, or similar device.

17.58.040 Industrial Uses

Construction and Material Yards. Storage of construction materials or equipment on a site other than a construction site.

Contractor Shops. Establishments for specialized business activities related to building construction. This classification includes establishments for trades such as painting, carpentry, plumbing, heating, air-conditioning, roofing, landscaping, cabinet-making, and sign-making.

Crematories. Establishments engaged in the cremation of bodies.

Custom Manufacturing. Any establishment primarily engaged in on-site production or fabrication of goods by small scale manufacturing or artistic endeavor, which involves the use of hand tools or small mechanical equipment, and which may include incidental instruction or direct sales for consumers. Typical uses include ceramic studios, fabric and needleworking, leather working, metalworking, glassworking, candle-making shops, woodworking, and custom jewelry manufacturers.

Donation Center/Station. A facility where materials and goods are donated, accepted for sale, or otherwise dropped off. Includes containers placed for the donation of materials and goods and facilities that sort and distribute goods and materials.

Food and Beverage Manufacturing. Establishments engaged in the production, processing, packaging, or manufacturing of food or beverage products and where any instruction, direct sales, or on-site consumption are incidental to the food or beverage production activity. This classification excludes the slaughtering of animals or fowl which is not allowed.

> ***Small Scale.*** A small-scale food and beverage products manufacturing and distribution establishment located in facilities less than 15,000 square feet in size. Examples include coffee roasters, micro-breweries, micro-distilleries, wine manufacturing, cheese makers, wholesale bakeries, and produce-on-premises operations which provide ingredients and equipment for customers to manufacture their own product.
>
> ***Large Scale.*** Large-scale production, packaging, processing, preparation, or manufacturing of a food, beverage, or ingredient used or intended for use for consumption in a facility over 15,000 square feet.

Heavy Industrial. Establishments engaged in manufacturing of non-edible products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. Production typically involves some transformation by way of heating, chilling, combining, or through a chemical or biochemical reaction or alteration. Toxic, hazardous, or explosive materials may be produced or used in large quantities as part of the manufacturing process. These industrial activities may produce impacts on nearby properties, such as noise, gas, odor, dust, or vibration. This classification includes manufacturing for biomass energy conversion, commercial cosmetics and perfumes, electrical appliances and explosives, film and photographic processing plants, apparel and textile mills, leather and allied products manufacturing, wood and paper, glass and glass products, chemical products, medical/pharmaceutical products, plastics and rubber, nonmetallic minerals, primary and fabricated metal products, and automotive and heavy equipment.

Light Industrial. Establishments engaged in manufacturing of non-edible products and finished parts primarily from previously-prepared materials by means of physical assembly or reshaping. These industrial activities produce limited impacts on nearby properties, such as noise, gas, odor, or vibration. This classification includes uses where retail sales are clearly incidental to an industrial or manufacturing use, commercial laundries and dry-cleaning plants, monument works, printing and engraving, publishing, computer and electronic product manufacturing, furniture and related product manufacturing, and industrial services.

Research and Development. A facility for the scientific research and the design, development, and testing of electrical, electronic, magnetic, optical, pharmaceutical, chemical, and biotechnology components and products in advance of product manufacturing. This classification includes assembly of related products from parts produced off site, where the manufacturing activity is secondary to the research and development activities, in addition to involving the production of experimental products.

Salvage and Wrecking. Storage and dismantling of vehicles and equipment for sale of parts, as well as their collection, storage, exchange or sale of goods including, but not limited to, any used building materials, used containers or steel drums, used tires, and similar or related articles or property.

Storage, Warehousing, and Wholesaling. Storage, warehousing, and wholesaling facilities that store and/or engage in wholesale sales of merchandise to retail establishments; industrial, commercial, institutional, agricultural, or professional businesses; or facilities acting as agents or brokers in buying or selling merchandise/commodities to such businesses. Wholesalers are primarily engaged in business-to-business sales but may sell to individual consumers through mail or internet orders. These establishments have little or no display of merchandise and are not designed to solicit walk-in traffic except for public storage in small individual spaces exclusively and directly accessible to a specific tenant.

> ***Indoor.*** Storage, warehousing, and wholesaling of goods and merchandise within an enclosed building.
>
> ***Outdoor.*** Storage and warehousing of goods, including vehicles, in open lots.
>
> ***Mini Storage.*** Facilities offering enclosed storage with individual access for personal effects, household goods, and business records or inventory, including mini-warehouses and personal-storage.
>
> ***Vehicle Storage.*** Storage of operative or inoperative vehicles. This classification includes parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses and recreational vehicles, but does not include vehicle dismantling.

17.58.050 Transportation, Communication, and Utility Uses

Airports and Heliports. Facilities for the takeoff and landing of airplanes and helicopters, including runways, helipads, related facilities, and support activities.

Distribution Facilities and Freight/Trucking Terminals. Property and improvements used for freight, courier, and postal services; freight transfer truck terminals; transfer, loading, and unloading points for trucks and automobiles carrying goods and produces; or for the operations of a "common carrier trucking company," including the parking, or servicing, or repairing, or storage of trucks, truck tractors, and/or truck trailers.

Light Fleet-Based Services, Private. Passenger transportation services, local delivery services, medical transport, and other private businesses that rely on fleets of three or more vehicles with rated capacities less than 10,000 lbs. This classification includes parking, dispatching, and offices for taxicab and limousine operations, ambulance services, non-emergency medical transport, local messenger and document delivery services, home cleaning services, and similar businesses.

Public Utilities. Generating plants, electric substations, renewable energy facilities, solid waste collection, including transfer stations and materials recovery facilities, solid waste treatment and disposal, water or wastewater treatment plants, corporation yards, service and storage yards, and similar facilities of public agencies or public utilities.

Recycling Facility. A facility for receiving, temporarily storing, transferring and/or processing materials for recycling or final disposal. This use classification does not include waste transfer facilities that operate as materials recovery, recycling, and solid waste transfer operations and are classified as utilities.

> ***Reverse Vending Machine.*** An automated mechanical device that accepts, sorts and processes recyclable materials and issues a cash refund or a redeemable credit slip.
>
> ***Recycling Collection Facility.*** An incidental use that serves as a neighborhood drop off point for the temporary storage of recyclable materials but where the processing and sorting of such items is not conducted on-site.
>
> ***Small Collection Facility.*** Small collection facilities occupy no more than 200 square feet and may include:
>
> > A “mobile recycling unit,” which means an automobile, truck, trailer or van, licensed by the Department of Motor Vehicles, and used for the collection of recyclable materials. A mobile recycling unit also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials;
> >
> > Bulk reverse vending machines or a grouping of reverse vending machines occupying more than 50 square feet;

Booth-type units which may include permanent structures; and

Unattended containers placed for the collection of recyclable materials.

Large Collection Facility. A recycling facility for the acceptance of recyclable materials from the public. A large collection facility does not use power-driven processing equipment and occupies an area greater than 200 square feet.

Recycling Processing Facility. A facility that receives, sorts, stores and/or processes recyclable materials.

Telecommunication Facilities. Broadcasting and other communication services accomplished through electronic or telephonic mechanisms, as well as structures and equipment cabinets designed to support one or more reception/transmission systems. Typical uses include wireless telecommunication towers and facilities, radio towers, television towers, telephone exchange/microwave relay towers, cellular telephone transmission/personal communications systems towers, and associated equipment cabinets and enclosures.

Transit Stations and Terminals. Facilities for passenger transportation operations, including rail stations, bus terminals, taxi, and scenic and sightseeing facilities. This classification excludes terminals serving airports or heliports (see Airports and Heliports).

Chapter 17.59 Definitions

17.59.010 "A" Terms.

A. **Abutting.** Having a common boundary.

B. **Access.** The place or way through which pedestrians and/or vehicles have safe, adequate, and usable ingress and egress to a property or use.

C. **Accessory Building.** See "Building, Accessory".

D. **Accessory Structure.** See "Structure, Accessory".

E. **Accessory Use.** See "Use, Accessory".

F. **Adjacent.** Directly abutting, having a common boundary or property line, or contiguous to.

G. **Adjoining.** See "Abutting".

H. **Agent or Authorized Agent.** Any person who can show certified written proof that they are representing and acting in the place of another person or individual.

I. **Aggrieved Person.** Any person who, in person or through a representative, appeared at a City public hearing in conjunction with a decision or action appealed or who, by other appropriate means prior to a hearing, informed the local government of the nature of their concerns or who, for good cause, was unable to do either.

J. **Alley.** A public or private way, other than a street, which is designated as an alley by the City, reserved primarily for secondary vehicular access to abutting lots.

K. **Alteration.** Any change, addition, or modification that changes the exterior architectural appearance or materials of a structure or object. Alteration includes changes in exterior surfaces, changes in materials, additions, remodels, demolitions, and relocation of buildings or structures, but excludes ordinary maintenance and repairs.

L. **Applicant.** The person, partnership, corporation, or state or local government agency applying for a permit, certificate, zoning approval, or other entitlement.

M. **Architectural Feature.** An exterior building feature, including a roof, walls, windows, doors, porches, posts, pillars, recesses or projections, and exterior articulation or walls, and other building surfaces.

N. **Assessed Value.** The value as shown on the current equalized assessment role in effect of the time of the making of the determination of the assessed value.

O. **Assessor.** The Tax Assessor of the County of Placer.

P. **Attached Building or Structure.** See "Building, Attached" and "Structure, Attached".

Q. **Awning.** A roof-like cover that projects from the wall of a building for the purpose of shielding a doorway or window from the elements.

17.59.020 "B" Terms.

A. **Balcony.** A platform that projects from the wall of a building 30 inches or more above grade that is accessible from the building's interior, is not accessible from the ground, and is not enclosed by walls on more than three sides.

B. **Basement.** The portion of a building between the floor and ceiling which has more than 50 percent below the natural or finished grade of the exterior ground surface.

C. **Bedroom.** Any room meeting the standards of the Building Code as a sleeping room.

D. **Block.** All property fronting on one side of a street and lying between the two nearest intersecting or intercepting streets, or nearest intersecting or intercepting street and railroad right-of-way, undivided land or watercourse.

E. **Buffer.** An open area or barrier used to separate potentially incompatible activities and/or development features.

F. **Building.** Any structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure of persons, animals or property of any kind.

1. ***Building, Accessory.*** A detached, subordinate building used only as incidental to the main building or structure, or principal use on the same lot.

2. ***Building, Attached.*** A building which has four or more linear feet of common wall or roof with another building or structure that is four feet in length or more.

3. ***Building, Detached.*** A building which does not have a common wall or roof with another building or structure or whose common wall or roof with another building is less than four feet in length.

4. ***Building, Main***. A building in which a principal use of the parcel on which it is located is conducted.

5. ***Building, Nonconforming.*** A building, or portion thereof, which was lawfully erected or altered or maintained, but which, because of the application of this Zoning Code to it, no longer conforms to the regulations set forth in this Zoning Code.

G. **Building Code.** Any ordinance or regulations of the City governing the type and method of construction of buildings and structures, including sign structures and any amendments thereto

and any substitute therefor including, but not limited to, the California Building Code and other State-adopted uniform codes.

H. **Building Face.** The general outer surface of the structure or walls of a building.

I. **Building Footprint.** See "Footprint".

J. **Building Frontage.** See "Frontage, Building".

K. **Building Height.** See "Height".

L. **Building Site.** A lot or parcel of land occupied or to be occupied by a building or group of buildings.

17.59.030 "C" Terms.

A. **California Environmental Quality Act (CEQA).** Public Resources Code §§21000, et seq. or any successor statute and regulations promulgated thereto (14 California Code of Regulations §§15000, et seq.) that require public agencies to document and consider the environmental effects of a proposed action before a decision.

B. **Camper.** As defined in the California Vehicle Code.

C. **Canopy.** A roofed shelter projecting over a sidewalk, driveway, entry, window, or similar area that may be wholly supported by a building or may be wholly or partially supported by columns, poles, or braces extending from the ground.

D. **Carport.** An accessible and usable covered space enclosed on not more than two sides, designed, constructed, and maintained for the parking or storage of one or more motor vehicles.

E. **Change of Use.** The replacement of an existing use on a site, or any portion of a site, by a new use, or a change in the type of an existing use; does not include a change of ownership, tenancy, or management associated with a use for which the previous type of use will remain substantially unchanged.

F. **City.** The City of Rocklin.

G. **City Council.** The City Council of the City of Rocklin.

H. **Clerk.** The City Clerk of the City of Rocklin.

I. **Commission.** See "Planning Commission".

J. **Common Area.** The entire project area, excepting all units or areas granted or reserved for the exclusive occupancy of a tenant and/or condominium unit owner.

K. **Community Apartment Project.** Development of real property in which an undivided interest in the land is coupled with the right to the exclusive occupancy of a designated apartment located thereon and which is legally defined by applicable State law.

L. **Community Development Director.** The Community Development Director of the City of Rocklin or their designee.

M. **Compatible.** That which is harmonious with and will not adversely affect surrounding buildings and/or uses.

N. **Condition of Approval.** A performance standard, required change in a project, environmental mitigation measure, or other requirement imposed by the decision-making body to alter or modify a project in any manner from the description in the application originally submitted for City approval.

O. **Conditional Use.** A use that is generally compatible with other permitted uses, but that requires individual review of its location, design, configuration, and intensity and density of use and structures, and may require the imposition of conditions pertinent thereto to ensure the appropriateness of the use at that location.

P. **Conditionally Permitted.** Permitted subject to approval of a Use Permit.

Q. **Condominium.** A building or group of buildings in which units are owned individually and the structure, common areas, and facilities are owned by all the owners on a proportional, undivided basis and which is legally defined by applicable State law.

R. **County.** The County of Placer.

17.59.040 "D" Terms.

A. **Deck.** A platform, either freestanding or attached to a building that is supported by pillars or posts.

B. **Density.** The number of dwelling units per acre of land.

C. **Detached Building.** "See Building, Detached".

D. **Detached Structure.** "See Structure, Detached".

E. **Development.** Any manmade change to improved or unimproved real estate, including but not limited to the division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; and any use or extension of the use of land.

F. **Development Agreement.** An agreement between the City and any person having a legal or equitable interest in real property for the development of such property, and which complies with the applicable provisions of the Government Code for such development agreements.

G. **Director.** The Community Development Director of the City of Rocklin or their designee.

H. **Domestic Swine.** An animal of the order Ungulata adapted to life in intimate association with people and able to live and breed in a tame condition. A domestic swine is further described as being no more than 18 inches at the shoulder, and weighing no more than 95 pounds.

I. **Driveway.** An accessway that provides direct vehicular access for vehicles between a street and the parking or loading facilities located on an adjacent property.

J. **Dwelling Unit.** One or more rooms designed, occupied, or intended for occupancy as separate living quarters, with full cooking, sleeping, and bathroom facilities for the exclusive use of a single household.

17.59.050 "E" Terms.

A. **Easement.** A portion of land created by grant or agreement for specific purpose; an easement is the right, privilege or interest which one party has in the land of another.

B. **Effective Date.** The date on which a permit or other approval becomes enforceable or otherwise takes effect, rather than the date it was signed or circulated.

C. **Electrical Code.** Any ordinance of the City regulating the alteration, repair, and the installation and use of electricity or electrical fixtures.

D. **Emergency.** A sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property, or essential public services.

E. **Emergency Vehicle.** A self-propelled vehicle or trailer used in the discharge of duties of public districts, agencies or departments, or privately-owned public utilities responsible for fire prevention and control, policing, sanitation, sewerage, drainage, levee maintenance, flood control, public utility lines and all essential services.

F. **Environmental Impact Report (EIR).** An Environmental Impact Report as required under the California Environmental Quality Act (CEQA).

G. **Environmental Review.** An evaluation process pursuant to CEQA to determine whether a proposed project may have a significant impact on the environment.

H. **Equipment.** Non-vehicular items such as, but not limited to, boats, campers, camper shells, tents and related camping supplies, tools, machinery, aircraft, barrels, drums, large cans or containers and parts related to these items.

I. **Erect.** To build, construct, attach, hang, place, suspend, or affix to or upon any surface. Such term also includes the painting of wall signs.

J. **Explosives.** Any explosive substance as defined in Cal. Health & Safety Code §12000.

17.59.060 "F" Terms.

A. **Façade.** The exterior wall of a building exposed to public view or that wall viewed by persons not within the building.

B. **Family.** One or more persons living together in a single household unit, with common access to, and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food; who share living expenses, including rent or mortgage payments, food costs and utilities, and who maintain a single mortgage, lease, or rental agreement for all members of the household.

C. **Feasible.** Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

D. **Fence.** Any horizontal or vertical structural device forming a physical barrier intended to enclose areas, separate properties, form a screen, or prevent intrusion.

E. **Floor Area.** The total horizontal area of all floors below the roof and within the outer surface of the walls of a building or other enclosed structure unless otherwise stipulated. See also Section 17.02.030.E, Determining Floor Area.

F. **Floor Area Ratio (FAR).** The ratio of the total floor area of all buildings on a lot to the lot area or building site area. See also Section 17.02.030.F, Determining Floor Area Ratio.

G. **Foot-Candle.** A quantitative unit of measure for luminance. One foot-candle is equal to the amount of light generated by one candle shining on one square foot of surface located one foot away. It is equal to one lumen uniformly distributed over an area of one square foot.

H. **Footprint.** The horizontal area, as seen in plan view, of a building or structure, measured from the outside of exterior walls and supporting columns, and excluding eaves.

I. **Freeway.** A multilane State or Interstate highway for through traffic with full control of access and with grade separations at all intersections and railroad crossings, and to which the owners of abutting lands have no right of easement or access to or from their abutting lands.

J. **Frontage, Building.** The face of a building that is parallel to or is at a near parallel angle to a street.

K. **Frontage, Street.** That portion of a lot or parcel of land that borders a street. Street frontage shall be measured along the common lot line separating said lot or parcel of land from the street, highway, or parkway.

17.59.070 "G" Terms.

A. **Garage.** An accessory structure or portion of a main structure, enclosed on all sides and containing accessible and usable enclosed space designed, constructed, and maintained for the parking and storage of one or more motor vehicles.

B. **General Plan.** The General Plan of the City of Rocklin.

C. **Glare.** The effect produced by a light source within the visual field that is sufficiently brighter than the level to which the eyes are adapted, such as to cause annoyance, discomfort, or loss of visual performance and ability.

D. **Government Code.** The Government Code of the State of California.

E. **Grade.** The location of the ground surface.

1. ***Grade, Existing or Natural.*** Ground elevation prior to any grading or other site preparation related to, or to be incorporated into, a proposed development or alteration of an existing development.

2. ***Grade, Finished.*** Final ground elevation after the completion of any grading or other site preparation related to, or to be incorporated into, a proposed development or alteration of an existing development.

F. **Grading.** Any stripping, cutting, filling, or stockpiling of earth or land, including the land in its cut or filled condition.

G. **Ground Floor.** The first floor of a building other than a basement that is closest to finished grade.

17.59.080 "H" Terms.

A. **Hazardous Materials.** Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

B. **Heat.** Thermal energy of a radioactive, conductive, or convective nature.

C. **Height.** The vertical distance from a point on the ground below a structure to a point directly above. See also Section 17.02.030.C, Measuring Height.

D. **Household.** See "Family."

17.59.090 "I" Terms.

A. **Illegal Use.** Any use of land or building that does not have the currently required permits, and was originally constructed and/or established without permits or approvals required for the use at the time it was brought into existence.

B. **Improvement.** An object affixed to the ground other than a structure.

C. **Impervious Surface.** Impervious surfaces are mainly artificial structures—such as pavements (roads, sidewalks, driveways and parking lots, as well as industrial areas such as airports, ports and logistics and distribution centers) that are covered by impenetrable materials such as asphalt, concrete, brick, stone, etc.

D. **Incidental Use.** See "Use, Incidental".

E. **Intensity of Use.** The extent to which a use or the use in combination with other uses affects the natural and built environment in which it is located; the demand for services; and persons who live, work, and visit the area. Measures of intensity include, without limitation: requirements for water, gas, electricity, or public services; number of automobile trips generated by a use; parking demand; number of employees on a site; hours of operation; the amount of noise, light, or glare generated; the number of persons attracted to the site, or in eating establishments, the number of seats.

F. **Intersection, Street.** The area common to two or more intersecting streets.

17.59.100 "J" Terms.

Reserved.

17.59.110 "K" Terms.

A. **Kitchen.** Any room or space within a building intended to be used for the cooking or preparation of food.

17.59.120 "L" Terms.

A. **Land Use.** The purpose for which land or a structure is designed, arranged, intended, occupied, or maintained, including residential, commercial, industrial, etc.

B. **Landscaping.** The planting, configuration, and maintenance of trees, ground cover, shrubbery, and other plant material, decorative natural and structural features (walls, fences, hedges, trellises, fountains, sculptures), earth-patterning and bedding materials, and other similar site improvements that serve an aesthetic or functional purpose.

C. **Light Fixture.** The assembly that holds a lamp and may include an assembly housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirrors, and a refractor or lens.

D. **Living Area.** The legally permitted interior area of a dwelling unit, with the exception of a garage or any accessory structure, including basements and attics which meet the habitability requirements of the building code.

E. **Lot.** A parcel, tract, or area of land whose boundaries have been established by a legal instrument, such as a deed or recorded map, and which is recognized as a separate legal entity for purposes of transfer of title, except public easements or rights-of-way. Lot types include the following:

1. ***Abutting Lot.*** A lot having a common property line or separated by a public path or lane, private street, or easement to the subject lot.

2. ***Corner Lot.*** A lot or parcel bounded by two or more adjacent street lines that have an angle of intersection of not more than 135 degrees.

3. ***Double Frontage Lot.*** See "Through Lot".

4. ***Flag Lot.*** A lot so shaped that the main portion of the lot area does not have access to a street other than by means of a corridor having less than 20 feet of width.

5. ***Interior Lot.*** A lot other than a corner lot or reversed corner lot.

6. ***Key Lot.*** An interior lot adjoining the rear lot line of a reversed corner lot, whether or not separated by an alley.

7. ***Reversed Corner Lot.*** A corner lot, the side street line of which is substantially a continuation of a front lot line of the lot upon which the rear of said corner lot abuts.

8. ***Through Lot.*** A lot having frontage on two parallel or approximately parallel streets.

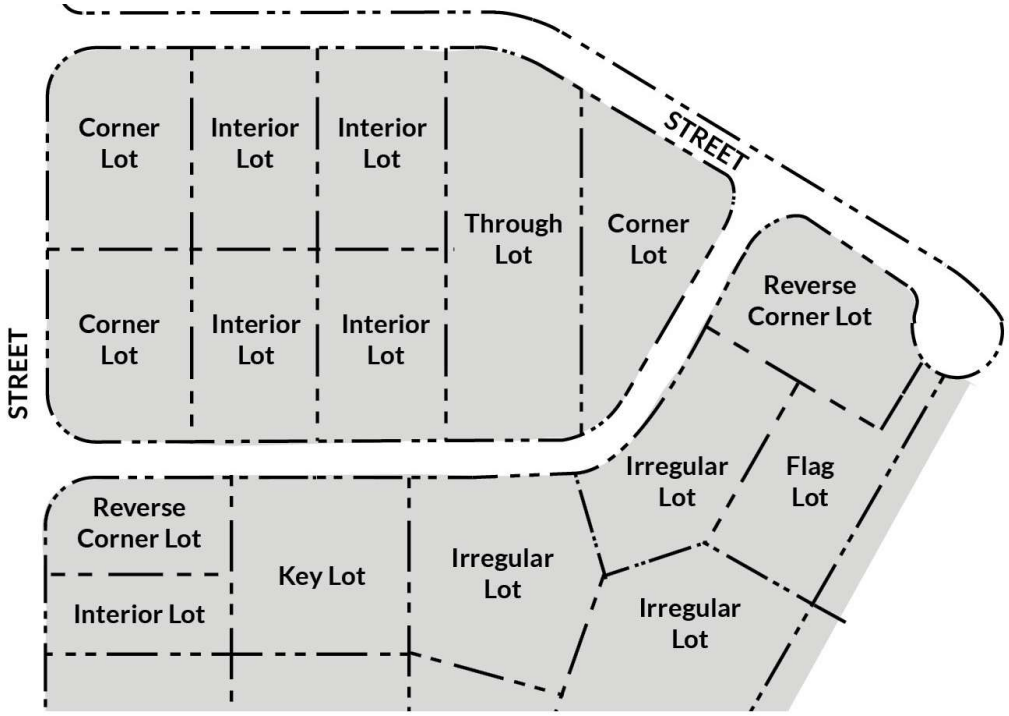


FIGURE 17.59.120.E: LOT TYPES

F. **Lot Area.** The area of a lot measured horizontally between bounding lot lines.

G. **Lot Depth.** The horizontal distance between the front and rear property lines of a site. See also Section 17.02.030.D, Measuring Lot Width and Depth.

H. **Lot Frontage.** See "Frontage, Street."

I. **Lot Line.** The boundary between a lot and other property or the public right-of-way.

1. ***Front Lot Line.*** On an interior lot, the line separating the lot from the street. On a corner lot, the shorter lot line abutting a street. On a through lot, the lot line abutting the street providing the primary access to the lot. On a flag lot, the interior lot line most parallel to and nearest the street from which access is obtained.

2. ***Corner Side Lot Line.*** A side lot line of a corner lot that is adjacent to a street.

3. ***Interior Lot Line.*** Any lot line that is not adjacent to a street.

4. ***Rear Lot Line.*** The lot line that is opposite and most distant from the front lot line. Where no lot line is within 45 degrees of being parallel to the front lot line, a line 10 feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for establishing the minimum rear setback.

5. ***Side Lot Line.*** Any lot line that is not a front or rear lot line.

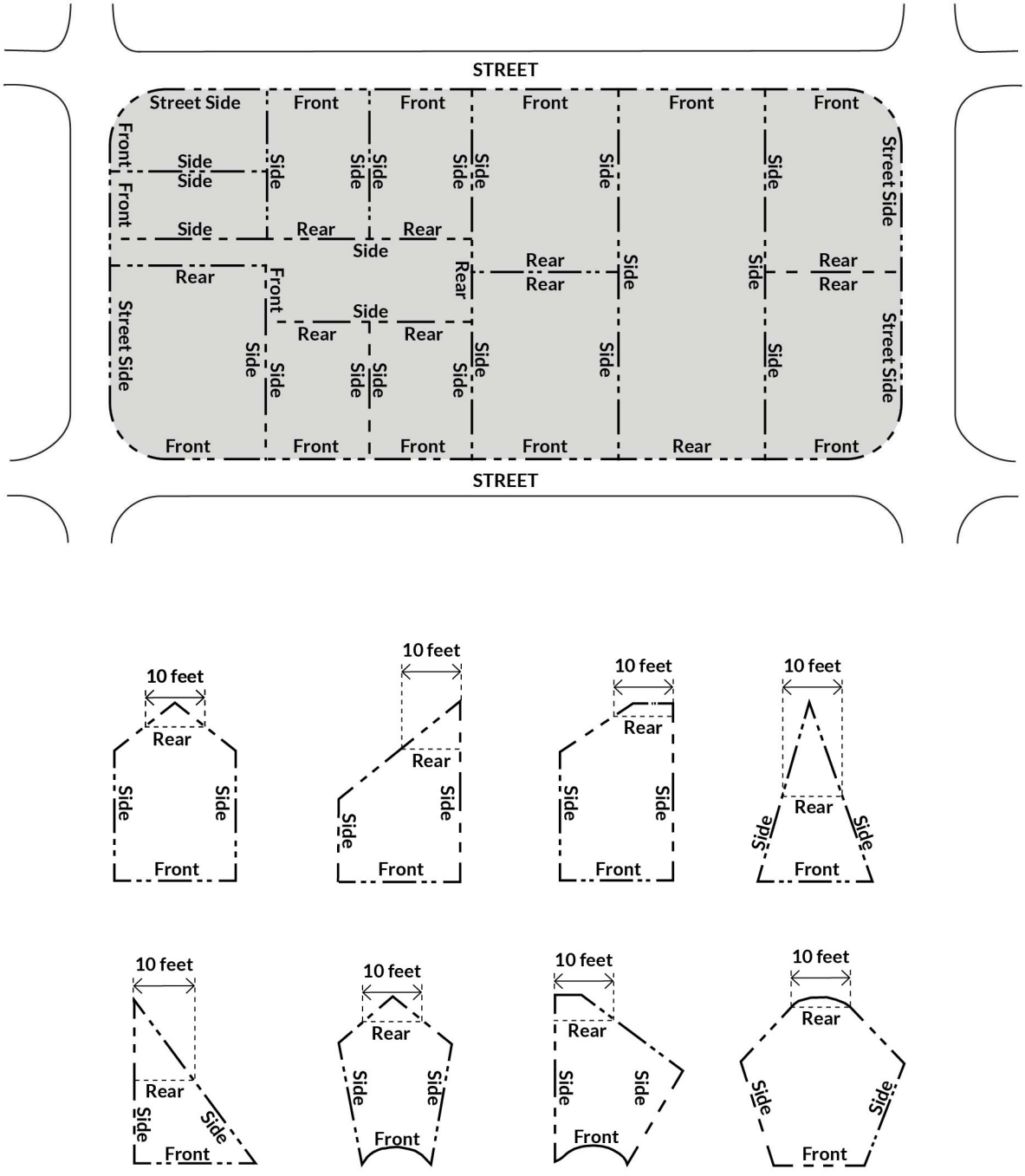


FIGURE 17.59.120.I: LOT LINE TYPES

J. **Lot, Nonconforming.** A legal parcel of land having less area, frontage, or dimensions than required in the zone in which it is located.

K. **Lot Width**. The average distance between the side lot lines measured at right angles to the lot depth. See also Section 17.02.030.D, Measuring Lot Width and Depth. When not applicable due to irregularity of lot shape, lot width shall be determined by the Director.

17.59.130 "M" Terms.

A. **Maintenance and Repair.** The repair or replacement of nonbearing walls, fixtures, wiring, roof, or plumbing that restores the character, scope, size, or design of a structure to its previously existing, authorized, and undamaged condition.

B. **Mobile Home.** A structure transportable in one or more sections, and which is built on a permanent chassis, and designed to be used as a dwelling unit.

C. **Municipal Code.** The City of Rocklin Municipal Code.

17.59.140 "N" Terms.

A. **Noise.** Any sound that annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

B. **Nonconforming Building.** See "Building, Nonconforming".

C. **Nonconforming Lot.** See "Lot, Nonconforming".

D. **Nonconforming Structure.** See "Structure, Nonconforming".

E. **Nonconforming Use.** See "Use, Nonconforming".

17.59.150 "O" Terms.

A. **On-Site.** Located on the lot that is the subject of discussion.

B. **Outdoor Storage.** The keeping, in an unroofed area, of any goods, junk, material, merchandise, or vehicles in the same place for more than 72 hours, except for the keeping of building materials reasonably required for construction work on the premises pursuant to a valid and current Building Permit issued by the City.

C. **Owner.** A person or persons holding single or unified beneficial title to the property, including without limitation, the settlor of a grantor trust, a general partner, firm, or corporation.

17.59.160 "P" Terms.

A. **Parapet.** That part of a wall that extends above the roof line.

B. **Parking Area.** An area of a lot, structure, or any other area, including driveways, which is designed for and the primary purpose of which is to provide for the temporary storage of operable motor vehicles.

C. **Passenger Vehicle.** As defined in the California Vehicle Code.

D. **Permitted Use.** See "Use, Permitted".

E. **Person.** Any individual, firm, association, organization, partnership, business trust, company, or corporation.

F. **Planning Commission.** The Planning Commission of the City of Rocklin.

G. **Community Development Department.** The Community Development Department of the City of Rocklin.

H. **Pre-existing.** In existence prior to the effective date of this Zoning Code.

I. **Principal Use.** See "Use, Principal".

J. **Project.** Any proposal for a new or changed use or for new construction, alteration, or enlargement of any structure that is subject to the provisions of this Zoning Code. This term includes, but is not limited to, any action that qualifies as a "project" as defined by the California Environmental Quality Act.

K. **Property Line.** The recorded boundary of a lot or parcel of land.

L. **Public Resources Code.** The Public Resources Code of the State of California.

M. **Public Works Director.** The Public Works Director of the City of Rocklin.

17.59.170 "Q" Terms.

A. **Qualified Applicant.** The property owner, the owner's agent, or any person, corporation, partnership, or other legal entity that has a legal or equitable title to land that is the subject of a development proposal or is the holder of an option or contract to purchase such land, or otherwise has an enforceable proprietary interest in such land.

17.59.180 "R" Terms.

A. **Reasonable Accommodation.** Any deviation requested and/or granted from the strict application of the City's zoning and land use laws, rules, policies, practices and/or procedures under provisions of federal or California law to make housing or other facilities readily accessible to and usable by persons with disabilities and thus enjoy equal employment or housing opportunities or other benefits guaranteed by law.

B. **Review Authority.** Body or entity responsible for making decisions on applications.

C. **Right-of-Way.** A strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, or other similar use.

D. **Roofline.** The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

17.59.190 "S" Terms.

A. **Senior Citizen.** An individual 62 years of age or older.

B. **Setback.** The distance between a property line and a building or structure that must be kept unoccupied and unobstructed from the ground upward, except as otherwise provided by this Zoning Code.

1. ***Front Setback*** A setback area extending across the front of a lot for the full width of the lot between the side lot lines. The depth of a front setback shall be a distance specified by this Zoning Code for the zone in which it is located and measured inward from the front lot line.

2. ***Interior Setback.*** A setback which does not abut a street.

3. ***Interior Side Setback.*** A setback area extending from the rear line of the required front setback, or the front property line of the site where no front setback is required, to the front line of the required rear setback, or the rear property line of the site where no rear setback is required, the depth of which is the minimum horizontal distance between the side property line and a line parallel thereto on the site and which does not abut a street.

4. ***Rear Setback.*** A setback area extending across the rear of a lot for its full width between side lot lines, and to a depth specified by this Zoning Code for the zone in which it is located. If a lot has no rear lot line, a line 10 feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for establishing the minimum rear setback.

5. ***Required Setback.*** A setback area which complies with the minimum setback requirements for the zone in which the lot is located.

6. ***Side Setback.*** A setback area extending from the rear line of the required front setback, or the front property line of the site where no front setback is required, to the front line of the required rear setback, or the rear property line of the site where no rear setback is required, the depth of which is the minimum horizontal distance between the side property line and a line parallel thereto on the site.

7. ***Street Side Setback.*** A setback area on a corner lot or reversed corner lot extending from the front setback to the rear lot line between the building setback line and the nearest side street lot line.

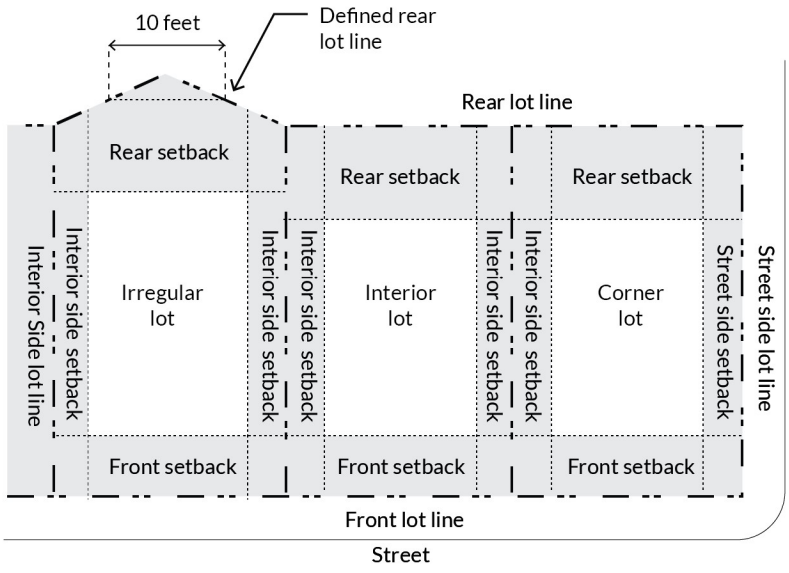


FIGURE 17.59.190.B: SETBACK TYPES

C. **Sidewalk.** A paved, surfaced, or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

D. ***Sign Terms.***

1. ***Abandoned Sign.*** A sign whose message describes the availability of goods or services at a location where such goods or services are no longer available and have ceased to be available for a period of at least 60 days or, in the alternative, a sign which is noncommercial in nature and the content of the sign pertains to a time, event or purpose which has elapsed or expired in the preceding 60 days. Such abandonment shall include negligent or intentional conduct, such as failure to pay taxes or permit fees, or to maintain the sign.

2. ***Advertising Statuary.*** A structure or device of any kind or character for outdoor advertising purposes which displays or promotes a particular product or service, but without name identification.

3. ***Animated Sign.*** An inanimate structure, statue, mannequin, mechanical device using, carrying, or wearing a sign displaying a commercial message, and which uses mechanical

or electrical movement or change of lighting, either natural or artificial, to depict action or create visual motion or the appearance of visual motion.

4. ***Awning Sign.*** A sign placed on an awning.

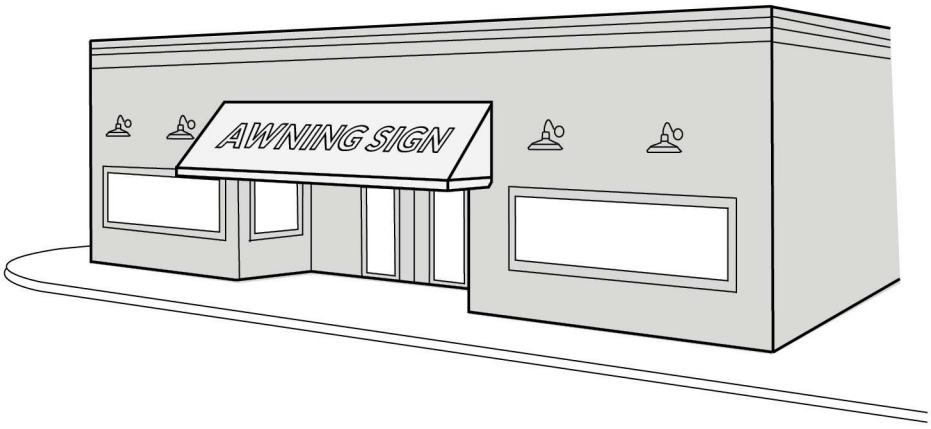


FIGURE 17.59.190.D.4: AWNING SIGN

5. ***Banner Sign***. A temporary sign made of nonrigid material such as fabric, canvas, plastic or paper, and without an enclosing rigid framework.

6. ***Building Sign.*** A sign affixed to and wholly supported by a building in such a manner that its exposed face is approximately parallel to the plane of such building.

7. ***Channel Letter (internally illuminated).*** A dimensional letter with a back, sides and a translucent front face capable of transmitting light from an internal light source within the letter.

8. ***Channel Letter (reverse).*** A dimensional letter with a face and sides but no back, opposite to an open faced channel letter. A reverse channel letter has an open channel facing the wall or building to which it is affixed. A reverse channel letter may contain a source of illumination designed to project lighting against the surface behind the letter, commonly referred to as a backlit channel letter; also referenced as a halo or silhouette lighted channel letter. The face of a reverse channel letter does not illuminate.

9. ***Commercial Mascot.*** A person or animal attired or decorated with commercial insignia, images or symbols, and/or holding signs displaying commercial messages, when a principal purpose is to draw attention to or advertise a commercial enterprise. Includes, but is not limited to, sign spinners and/or twirlers and sign clowns.

10. ***Commercial Sign.*** Any sign, wording, logo, or other representation that names or advertises a business, location, product, service, or other commercial activity.

11. ***Directional Sign.*** Any sign that is designed and erected for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic.

12. ***Electronic Message Center or Sign (EMC).*** An electrically activated changeable sign whose variable message and/or graphic presentation capability can be electronically programmed by computer from a remote location. Also known as an EMC. EMCs typically use light emitting diodes (LEDs) as a lighting source.

13. ***Feather Sign, Feather Banner, or Feather Banner Sign.*** A flexible pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached, and which is used for the primary purpose of advertising or attention-getting by the public display of visually communicative images. Such banners are also known and sold under names which include, but are not limited to, "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bowflag," "teardrop banners," and others. The definition includes functionally similar display devices.

14. ***Flag***. A piece of fabric or other flexible material, usually rectangular, of distinctive design, used as a symbol. Includes, but is not limited to, pennants, which are generally triangular in shape.

15. ***Flashing Sign.*** An illuminated sign in which artificial or reflected light is not intended to be maintained in a stationary or constant intensity. This includes a time and temperature recording device and electronic reader board.

16. ***Freestanding Sign.*** A sign which is self-supporting in a fixed location or supported on the ground by poles or braces, and not attached to a building or other structure.

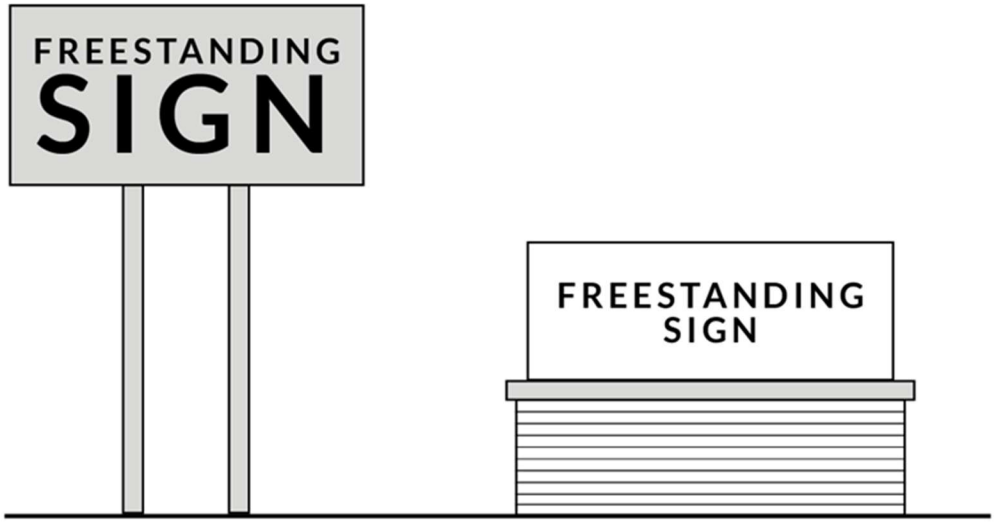


FIGURE 17.59.190.D.16: FREESTANDING SIGN

17. ***Holiday Decorations.*** Nonpermanent signs or displays, including lighting, celebrating national, state and local holidays or holiday seasons.

18. ***Illegal Sign.*** A sign which is not a nonconforming sign and does not meet the requirements of this Code.

19. ***Illuminated Sign.*** Any sign utilizing an artificial source of light (internal or external) to enhance its visibility.

20. ***Mobile Messaging Sign.*** Any off-site sign which is attached to or painted on a vehicle, the principal purpose of which is general advertising.

21. ***Noncommercial Sign.*** Any sign which is not a commercial sign.

22. ***Nonconforming Sign.*** A sign which, though lawful when erected, would be prohibited under later-enacted changes to the regulations applicable to it.

23. ***Off-Site Sign.*** Any sign which advertises goods, products, services, establishments, or facilities not sold or offered at the property on which the sign is located.

24. ***Portable Sign.*** All of the following within this definition: 1) any sign not permanently attached or designed to be permanently attached to the ground or other permanent structure; 2) any sign designed to be transported by means of wheels, skids, runners, or moveable frames; 3) "A frame" or "T frame" signs; 4) menu and sandwich board signs, or 5) the functional equivalent of any of these categories. Commercial mascots are not within this definition.

25. ***Projecting Sign.*** A sign which uses a building or structure as its main source of support and contains copy that is perpendicular or at an angle to the building face.

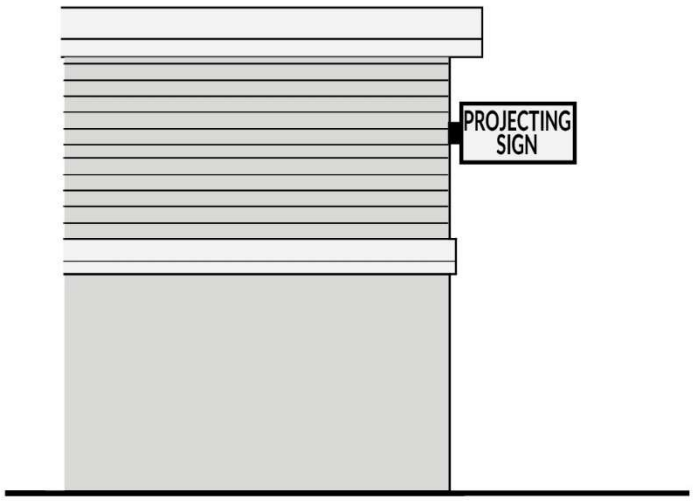


FIGURE 17.59.190.D.25: PROJECTING SIGN

26. ***Real Estate Sign.*** A sign advertising that real property is for sale, lease, or exchange by the owner or his agent, giving directions to the property, and giving the owner's or agent's name, address and telephone number.

27. ***Roof Sign.*** A sign placed upon, projecting from or extending above the eaves of the roof or the roof itself. A sign hanging from and below the eave is not a roof sign.



FIGURE 17.59.190.D.27: ROOF SIGN

28. ***Sign.*** A temporary or permanent public display of visible images which, either directly or indirectly, advertises, informs or identifies persons, businesses, commodities, services or ideas by the display of any communicative image or graphic, that attracts attention, when such is visible from any portion of the public right-of-way or from a private right-of-way that is open to public use, or any exterior place which is open to the public. The word "sign" includes, but is not limited to, all writing, trademarks, graphic illustrations and lighting primarily directed at facilitating communication, as well as supporting structures within the sign area. Notwithstanding the generality of the foregoing, as applied to this Code, the following are not within the definition of sign:

    a. Aerial signs or banners towed behind aircraft;

    b. Architectural features: Decorative or architectural features of buildings (not including lettering, trademarks or moving parts), which do not perform a communicative function;

    c. Fireworks, etc.;

d. Foundation stones and cornerstones;

e. Grave markers, grave stones, headstones, mausoleums, shrines, and other markers of the deceased;

f. Historical plaques;

g. Holiday and cultural observance decorations on private property which are on display in season for not more than 45 calendar days per year (cumulative, per parcel or use) and which do not include commercial advertising messages;

h. Inflatable gymnasia. Inflatable, temporary, moveable, gymnasium devices commonly used for children's birthday parties, and similar devices. Also called "party jumps";

i. Interior graphics. Visual communicative devices that are located entirely within a building or other enclosed structure and are not visible from the exterior thereof;

j. Manufacturers' marks. Marks on tangible products, which identify the maker, seller, provider or product, and which customarily remain attached to the product even after sale;

k. Mass transit graphics. Graphic images mounted on duly licensed and authorized mass transit vehicles that legally pass through the City;

l. Newsracks and newsstands;

m. Personal appearance. Items or devices of personal apparel, decoration or appearance, including tattoos, makeup, wigs, costumes, masks, etc. (but not including commercial mascots or hand-held signs);

n. Search lights and klieg lights when used as part of a search and rescue or other emergency service operation; this exclusion does not apply to search lights or klieg lights used as attention attracting devices for commercial or special events;

o. Shopping carts, golf carts, horse drawn carriages, and similar devices; any motorized vehicle which may be legally operated upon a public road is not within this exclusion;

p. Symbols embedded in architecture. Symbols of noncommercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal; by way of example and not limitation, such symbols include stained glass windows on churches, carved or bas relief doors or walls, bells, religious statuary, etc.;

q. Vehicle and vessel insignia. On street legal vehicles and properly licensed watercraft: license plates, license plate frames, registration insignia, noncommercial messages, and messages relating to the proposed sale, lease or exchange of the vehicle or vessel;

r. Vending machines, automated intake devices and product dispensing devices which do not display offsite commercial messages or general advertising messages;

s. Window displays. The display of merchandise in a store window, when such merchandise is offered to the public for sale.

29. ***Sign Area.*** The area contained within a single continuous perimeter enclosing all parts of such sign copy, excluding any structural elements outside the limits of the sign required to support the sign.

30. ***Sign Face.*** An exterior display surface of a sign, including non-structural trim, exclusive of the supporting structure. The area of a sign which is available for mounting and public display of the visually communicative image.

31. ***Sign Face Change.*** Any changes to the letter style, size, color, background or message, but not including a change in the sign's location, height or an increase in the sign area.

32. ***Special Advertising Devices.*** Balloons, feather banner sign, mobile messaging sign, pennants and other physical devices used for advertising as approved by the Planning Director.

33. ***Special Event Sign.*** Any sign which advertises special events and activities including grand openings/closings, carnivals, parades, charitable events, sales including promotional sales, change of business address, change of ownership or lessee, business anniversaries, seasonal events, Christmas tree or other holiday oriented lots, public events that take place in the City, or any sign identifying a single one-time or infrequently occurring event that is outside of the normal activities of the responsible parties.

34. ***Suspended Sign.*** A sign that is suspended beneath a marquee, covered walkway, canopy, or awning.

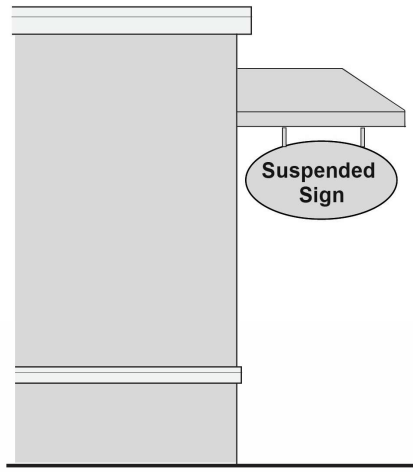


FIGURE 17.59.190.D.34: SUSPENDED SIGN

35. ***Temporary Sign.*** means a sign intended to display either commercial or noncommercial messages of a transitory or temporary nature, which by virtue of its construction from lightweight or flimsy materials, and its installation with ordinary hand tools, is not physically suitable or intended for long term display, including, but not limited to pennants, banners, streamers, or similar attention getting devices.

36. ***Tenant Building Frontage.*** The horizontal distance of a building or portion thereof occupied by a tenant facing a street, parking area, open space or pedestrian walkway.

37. ***Under Canopy Sign or Under Marquee Sign.*** A sign attached to the underside of a canopy or marquee.

38. ***Window Sign.*** A sign attached to, placed or painted upon, or placed within 18 inches of, the window or glass door of a building, and/or is solely intended for viewing from the exterior of such building.

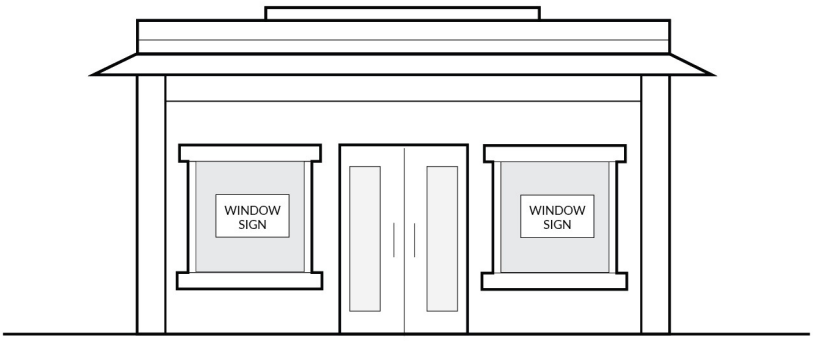


FIGURE 17.59.190.D.36: WINDOW SIGN

E. **Site.** A lot, or group of contiguous lots, that is proposed for development in accordance with the provisions of this Zoning Code and is in a single ownership or under unified control.

F. **Soil.** Naturally occurring superficial deposits overlying bedrock.

G. **Solar Reflectance Index.** Measure of a surface's ability to reflect solar heat, combining reflectance and emittance into one number. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is zero and a standard white (reflectance 0.80, emittance 0.90) is 100.

H. **Specific Plan.** A plan for all or part of the area covered by the General Plan that is prepared to be consistent with and to implement the General Plan, pursuant to the provisions of Government Code, §§ 65450 et seq.

I. **State.** The State of California.

J. **Story.** That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story is that portion of a building included between the upper surface of the topmost floor and the upper surface of the roof above.

K. **Street.** A public or private thoroughfare, which affords the principal means of access to a block and to abutting property. "Street" includes avenue, court, circle, crescent, place, way, drive, boulevard, highway, road, and any other thoroughfare, except an alley or walkway.

L. **Street Line.** The boundary between a street and a lot or parcel of land.

M. **Structure.** Anything constructed or erected which requires a location on the ground, including a building but not including a swimming pool, a fence, or a wall used as a fence.

1. ***Structure, Accessory.*** A detached subordinate structure used only as incidental to a main building or structure, or principal use on the same site or lot.

2. ***Structure, Attached.*** A structure which is affixed to another building or structure on the site with a common wall or roof that is four feet in length or more.

3. ***Structure, Detached.*** A structure which is not affixed to another building or structure on the site or whose common wall or roof with another building or structure is less than four feet in length.

4. ***Structure, Nonconforming.*** A building or structure, or portion thereof, which was lawfully erected or altered or maintained, but which, because of the application of this Zoning Code to it, no longer conforms to the regulations set forth in this Zoning Code.

5. ***Structure, Main.*** A structure housing the primary or principal use of a site or functioning as the primary or principal use.

6. ***Structure, Temporary.*** A structure without any foundation or footings, and which is intended to be removed when the designated time period, activity, or use for which the temporary structure was erected has ceased.

N. **Swimming Pool.** A pool, pond, lake, or open tank capable of containing water to a depth greater than 18 inches at any point.

17.59.200 "T" Terms.

A. **Tandem Parking.** An arrangement of parking spaces such that one or more spaces must be driven across to access another space or spaces.

B. **Tenant.** A person renting or leasing a housing unit or non-residential space.

C. **Trailer.** A vehicle with or without motor power, which is designed or used for hauling materials or vehicles, or for human habitation, office, or storage including camper, recreational vehicle, travel trailer, and mobile home, but not including mobile homes on a permanent foundation.

17.59.210 "U" Terms.

A. **Use.** The purpose for which a site or structure is arranged, designed, intended, constructed, erected, moved, altered, or enlarged or for which either a site or a structure is or may be occupied or maintained.

1. ***Use, Accessory.*** A use that is customarily associated with, and is incidental and subordinate to, a principal use and located on the same lot as a principal use.

2. ***Use, Incidental.*** A secondary use of a lot and/or building that is located on the same lot, but is not customarily associated with the principal use.

3. ***Use, Nonconforming.*** The use of a building, structure, site, or portion thereof, which was lawfully established and maintained, but which, because of the adoption and application of this Zoning Code, no longer conforms to the specific regulations applicable to the zone in which it is located.

4. ***Use, Permitted.*** Any use or structure that is allowed in a zone without a requirement for approval of a Use Permit, but subject to any restrictions applicable to that zone.

5. ***Use, Principal.*** A primary, principal, or dominant use established, or proposed to be established, on a lot.

B. **Use Classification**. A system of classifying uses into a limited number of use types on the basis of common functional, product, or compatibility characteristics. All use types are grouped into the following categories: residential, public/semi-public, commercial, industrial, and transportation, communication, and utilities. See Chapter 17.58, Use Classifications.

C. **Use Permit.** A discretionary permit which may be granted by the appropriate City of Rocklin authority to provide for the accommodation of land uses with special site or design requirements, operating characteristics, or potential adverse effects on surroundings, which are not permitted as of right, but which may be approved upon completion of a review process and, where necessary, the imposition of special conditions of approval. See Chapter 17.44, Use Permits.

D. **Use Type.** A category that classifies similar uses based on common functional, product, or compatibility characteristics.

E. **Utilities.** Equipment and associated features related to the mechanical functions of a building(s) and services such as water, electrical, telecommunications, and waste.

17.59.220 "V" Terms.

A. **Variance.** A discretionary grant of permission to depart from the specific requirements of this Zoning Code that is warranted when, due to special circumstances regarding the physical characteristics of the property, the strict application of standards would deprive the property of privileges available to other property in the same zone.

B. **Vehicle.** Any vehicle, as defined by the California Vehicle Code, including any automobile, camper, camp trailer, trailer, trailer coach, motorcycle, house car, boat, or similar conveyance.

C. **Vibration.** A periodic motion of the particles of an elastic body or medium in alternately opposite directions from the position of equilibrium.

D. **Visible.** Capable of being seen (whether legible) by a person of normal height and visual acuity walking or driving on a public road or in a public place.

17.59.230 "W" Terms.

A. **Wall.** Any vertical exterior surface of a building or any part thereof, including windows.

B. **Wireless Telecommunication Terms.**

1. ***Antenna.*** Any system of wires, poles, rods, horizontal or vertical elements, panels, reflecting discs, or similar devices used for the transmission and/or reception of electromagnetic waves.

2. ***Co-Location.*** The location of two or more wireless communications facilities owned or used by more than one public or private entity on a single support structure, or otherwise sharing a common location. Co-location also includes the location of wireless communications facilities with other facilities, such as buildings, water tanks, light standards, and other utility facilities and structures.

3. ***Mast.*** A pole of wood or metal or a tower fabricated of metal that is used to support an antenna and maintain it at the proper elevation.

4. ***Personal Communications Services (PCS).*** Digital wireless telephone technology such as portable phones, pagers, faxes, and computers. PCS is also sometimes known as Personal Communication Network (PCN).

5. ***Multi-User Telecommunication Facility.*** A telecommunication facility comprised of multiple telecommunication towers or buildings supporting one or more antennas owned or used by more than one public or private entity, excluding research and development industries with antennas serving internal company uses only.

6. ***Satellite Dish.*** A device (also known as a parabolic antenna) incorporating a reflective surface that is solid, open, or mesh or bar-configured, and is in the shape of a shallow dish, cone, horn cornucopia, or flat plate that is used to receive or transmit radio or electromagnetic waves between terrestrially and/or orbitally based units. This term includes satellite earth stations, satellite receivers, satellite discs, direct broadcast systems, television-reception-only systems, and satellite microwave antennas.

7. ***Support Equipment.*** The physical, electrical, and/or electronic equipment included within a telecom facility used to house, power, transport, and/or process signals from or to the facility's antenna or antennas.

8. ***Telecommunication Facility.*** A mobile cell site that consists of a cell antenna tower and electronic radio transceiver equipment on a truck or trailer, designed to be part of a cellular network.

9. ***Tower.*** Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas.

10. ***Tower, Lattice.*** A multiple-sided, open, metal frame support structure that supports antennas and related equipment, typically with three or four support legs.

17.59.240 "X" Terms.

Reserved.

17.59.250 "Y" Terms.

A. **Yard.** The area between the property line and the nearest wall of the first main building on a lot.

1. ***Front Yard.*** A yard extending across the front of a lot for the full width of the lot between the side lot lines.

2. ***Interior Yard.*** A yard which does not abut a street.

3. ***Rear Yard.*** A yard extending across the rear of a lot for its full width between side lot lines.

4. ***Side Yard.*** A yard extending from the rear line of the front yard to the front line of the rear yard.

5. ***Street Side Yard.*** A yard on a corner lot or reversed corner lot along a street side lot line extending from the rear line of the front yard to the rear lot line.

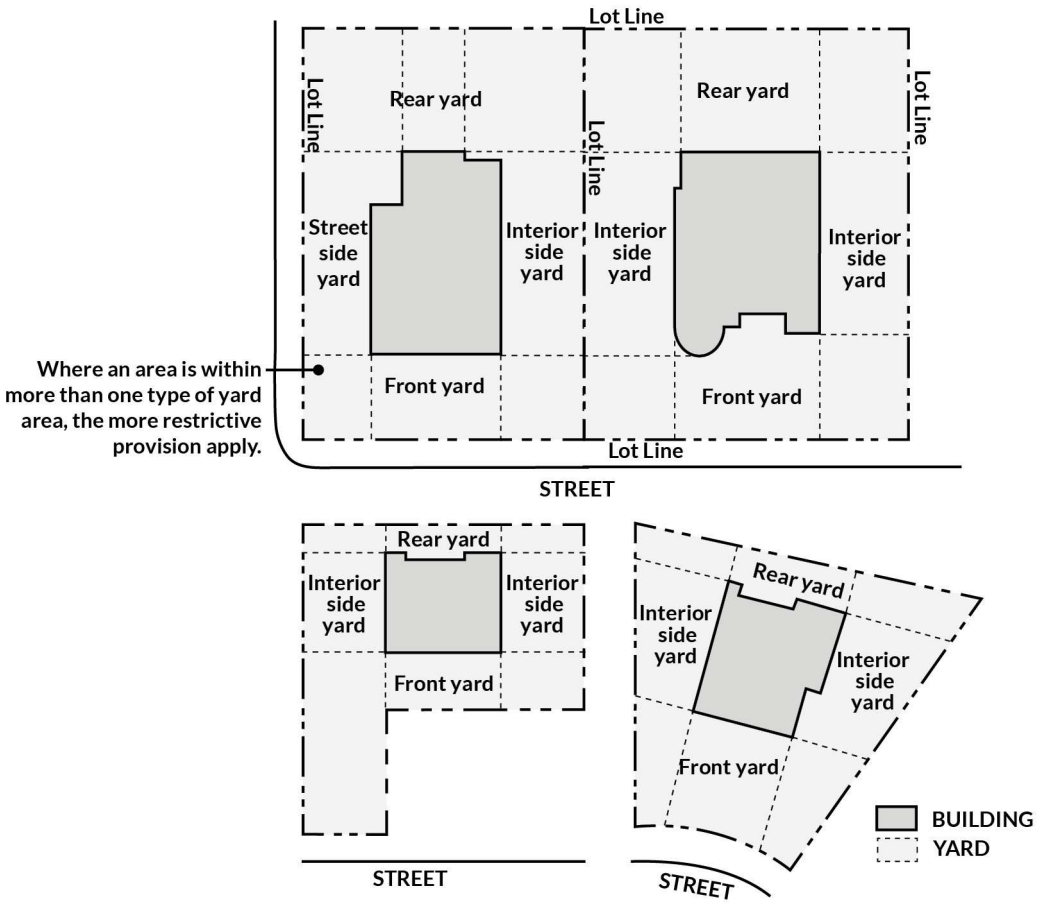


FIGURE 17.59.250: YARD TYPES

17.59.260 "Z" Terms.

A. **Zone.** A specifically delineated area in the City within which regulations and requirements uniformly govern the use, placement, spacing, and size of land and buildings.

EXHIBIT B

AMENDMENTS TO RELATED PROVISIONS OF THE ROCKLIN MUNICIPAL CODE

Section 3.32.020-Applicability.

A. To the extent that this chapter establishes a fee for services for which an identical fee is already required by another provision of this code, or by regulation, ordinance, statute or otherwise, the authority in this chapter shall be deemed supplementary.

B. This chapter does not apply to, and does not affect in any manner, the following taxes and fees:
   1. Capital expenditures and park and recreation tax—Chapter 3.16, Article I.
   2. Traffic circulation surcharge—Chapter 3.16, Article II.
   3. Fee for traffic signalization and control—Chapter 3.16, Article III.
   4. Traffic impact fee—Chapter 3.16, Article IV.
   5. Real property transfer tax—Chapter 3.20.
   6. Sales and use tax—Chapter 3.24.
   7. Business license tax—Chapter 5.04.
   8. Transient occupancy tax—Chapter 5.24.
   9. Community facilities district taxes.
   10. Lighting district No. 1, landscaping and lighting district No. 2, and park development and maintenance district assessments.
   11. Park fees—Chapter 16.28, Article II.
   12. Dry Creek watershed drainage fees—Ordinance No. 703, as amended.
   13. Oak tree mitigation fee—Chapter 17.30.

Section 5.22.040-Definitions as used in this chapter.

For purposes of this chapter, the following definitions apply:

A. "Accessory dwelling unit" has the same meaning as in Section 17.58.010 of this Code.

B. "Advertisement" means any method used to solicit interest in the rental including, but not limited to, internet-based listing or hosting services.

C. "Dwelling unit" has the same meaning as in Section 17.58.040 of this Code.

D. "Lodger" means a person to whom a person is providing lodging for compensation.

E. "Parcel" means property assigned a separate parcel number by the Placer County assessor.

F. "Permittee" means the property owner to whom a short-term rental permit is issued.

G. "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character.

H. "Property owner" means the owner of the property on which the short-term rental exists or their agent authorized to rent the short-term rental.

I. "Short-term rental" means any dwelling unit or accessory dwelling unit located in a residential or commercial zone that is rented in whole or in part on a short-term basis. A short-term basis is thirty consecutive calendar days or less to the same person or entity.
J. "Short-term rental facilitator" shall have the same meaning as set forth in Government Code Section 50991(g), as may be amended.
K. "Marketplace" shall have the same meaning as set forth in Government Code Section 50991(c), as may be amended.
L. "Transient occupancy tax" or "TOT" means the tax imposed by the city on the privilege of occupying a short-term rental pursuant to the Rocklin Municipal Code, including Chapter 5.24, and applicable state law.
M. "Operator" means the owner or tenant who offers a short-term rental.
N. "Permit number" means the short-term rental permit or registration number issued by the city of Rocklin.

Section 5.26.020-Definitions.

A. If a term or phrase is not defined in this part, or elsewhere in this code, the most common dictionary definition is presumed to be correct.
B. As used in this chapter, the following terms and phrases shall have the meaning ascribed to them in this part, unless the context in which they are used clearly requires otherwise:
    1. "Cart" collectively means a stationary cart or mobile cart as defined in "Compact mobile food operation".
    2. "Compact mobile food operation (CMFO)" is defined as a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.
    3. "Certified farmer's market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000), of Division 17 of the California Food and Agricultural Code and any regulations adopted pursuant to that chapter.
    4. "Citation" means an administrative citation issued pursuant to section 5.26.110 of this Code, unless otherwise specified.
    5. "City" means the City of Rocklin, a municipal corporation.
    6. "Department" means the community development department of the city.
    7. "Food" means any type of edible substance or beverage.
    8. "Goods or merchandise" means any item that is not food.
    9. "Person or persons" means one or more natural persons, individuals, groups, businesses, business trusts, companies, all domestic or foreign corporations, joint stock corporations, joint ventures, partnerships of every kind, entities, syndicates, associations, clubs, societies, or organizations of any kind composed of two or more individuals, other than as an employee.
    10. "Public property" means any real property, or interest therein, owned, leased, operated, or otherwise controlled by the city, other than a street, alley, or parkway.

11. "Recreation area" means all parks, places, greenbelts, gardens, and any other property owned by the city, including structures thereon, used, operated, or maintained for recreational purposes, whether active or passive. The term "owned" shall mean any property interest under which the city operates, maintains, or controls such property.
12. "Residential" means any area zoned exclusively as residential in Title 17 or designated exclusively, or partially, for residential use as part of a specific plan, planned development, or a residential overlay district or their equivalent.
13. "Roaming sidewalk vendor" means a person who moves from place to place and only stops to complete a transaction.
14. "Sidewalk" means any surface in the public right-of-way provided for the exclusive use of pedestrians, including sidewalk, alleys, and parkway trails or paths.
15. "Sidewalk vending receptacle" or "sidewalk vendor receptacle" is a piece of equipment used for vending, including a CMFO, mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, pushcart, or other non-motorized conveyance, or from one's person, upon a sidewalk or other pedestrian path. These non-motorized conveyances exclude vehicles, as defined in the Vehicle Code of the State of California, from which food or beverages are offered for sale to the public.
16. "Sidewalk vendor" or "vendor" means a person(s) who sells food or merchandise from a sidewalk vending receptacle or from one's person, upon public property.
17. "Sidewalk vendor activities" or "sidewalk vending activity" means actions that qualify a person as a sidewalk vendor or actions done in anticipation of becoming a sidewalk vendor such as, but not limited to, placement or maintenance of any sidewalk vending receptacles.
18. "Stationary receptacle" means a piece of equipment used for vending which has no motor and is not mobile except when being pushed, carried, or transported to and from a space on the sidewalk on a daily basis, such as a rack, stand, table, display, or showcase.
19. "Stationary sidewalk vendor" means a vendor who vends from a fixed location.
20. "Swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the California Business & Professions Code, and any regulations adopted pursuant to that article, or any successor chapter.
21. "Vend, vends or vending" means to sell, offer for sale, expose, or display for sale, solicit offers to purchase, or to barter food or merchandise, or to require someone to negotiate, establish or pay a fee before providing food or merchandise, even if characterized as a donation on public property.
22. "Business license" is tax from the city finance division, required for each person who vends in accordance with this chapter in the city.
23. "Sidewalk vending permit" is written approval required for each vending receptacle used for vending in the city.

Section 5.30.040-Signs.

Signs advertising garage sales are exempt from a sign permit, but shall comply with the city of Rocklin sign code as set forth in Chapter 17.33, Signs on Private Property, and Chapter 17.34, Signs on City Property.

Section 5.44.021-Application for permit for an adult related business.

A. Any person desiring to obtain an adult related business permit to operate an adult related business for which a permit is required pursuant to Section 5.44.020 shall apply to the chief of police on a form provided by the city clerk. Before submitting the application, the applicant shall pay a nonrefundable fee as established by resolution of the city council to defray, in part, the cost of the investigation required by this chapter. Upon payment, the city shall issue a receipt to the applicant showing that such permit application fee has been paid. The applicant shall provide the receipt or a copy thereof to the chief of police at the time of applying for a permit under this section.

   The application to the chief of police shall be deemed complete when it contains the following information:

   1. The full and true name and any other names of each person with an ownership interest of at least twenty percent in the adult related business and of each operator of the adult related business;
   2. The present business addresses and telephone number (if any) of the applicant;
   3. The two previous business addresses immediately prior to the present address of the applicant and any operator;
   4. Written proof provided in the form of a valid government issued photo identification card, issued within the United States that the applicant and any operator is at least eighteen years of age;
   5. The height, weight, color of eyes and hair of the applicant and any operator;
   6. Two color photographs of the applicant and any operator;
   7. The business license or tax certificate history of the applicant and any operator for any adult related business for the preceding five years, including whether the person while previously operating in this or another city, county or state under the business licensee or tax certificate, has had a business license or tax certificate revoked or suspended, and the reason(s) for the revocation or suspension;
   8. A list of all other licenses and/or permits issued to and/revoked from the applicant, in the five years prior to the year of the permit application, such other license and/or permit relating to similar business activities as in the permit application, including the type, current status, and issuing agency for each license/permit. If the applicant had any licenses or permits suspended or revoked, the applicant shall also provide a written explanation as to the findings and disposition;
   9. For each person with at least a twenty percent ownership interest in the adult related business and all operators, a list of the date and type of conviction for any offense listed

in Section 5.44.027(A)(2) that the owner or operator was convicted of five years prior to the date of the application;

10. The name and address of the lessor of the real property on which the business is to be conducted, and a copy of the lease agreement or other documentation to establish that the owner and/or landlord of the premises consents to the establishment of an adult related business on the premises;
11. The name and address of the person or persons who will manage or conduct the business within or upon the premises, such address to be the place where the applicant desires notices to be mailed pursuant to this chapter;
12. The address, location and a diagram of the site and interior of the building as the business will be operated. The sketch or diagram need not be professionally prepared but shall be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches. The drawing of the site and interior of the building must be a configuration of the premises demonstrating it will comply with the requirements of this chapter and of Section 17.35.050;
13. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown on its articles of incorporation, together with the names and residence addresses of each of the officers, directors, and each stockholder holding an interest of twenty percent or more of the stock of the corporation. If the applicant is a partnership, the application shall set forth the name and the residence address of each of the partners holding an interest of twenty percent or more of the ownership of the company. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant apply.
14. A description of the security measures that the applicant intends to implement at the business.
15. The name and/or type of such additional or other lines of business as will be conducted in conjunction with the maintenance or operation of the business within or upon the premises.

B. The chief of police shall take fingerprints of the applicant and any operator for the purpose of conducting a background investigation.
C. The application for a permit does not authorize conducting an adult related business until a permit has been granted. The issuance of a business license certificate pursuant to this title shall not authorize conducting an adult related business until the necessary adult entertainment business permit required by Section 5.44.020 has been lawfully granted.
D. All personal information provided by an applicant shall be deemed confidential and not disclosed except as required by law.
E. The provisions of subsections (A)(4) and (A)(5) of this section shall not apply to any corporate applicant; however, such information shall be provided for any operator.

Section 5.44.033 Suspension, revocation or other action relating to adult related business permits and adult employee permits.

A. An adult related business permit and an adult employee permit may be suspended, revoked or other action may be taken against a permittee by the chief of police in accordance with the procedures and standards of this section.

B. On determining that grounds for permit suspension, revocation or other action exists, the chief of police shall furnish written notice of the proposed suspension, revocation or action to the permittee. The notice shall set forth the time and place of a hearing and the ground or grounds upon which the hearing is based, the pertinent Municipal Code Sections, and a brief statement of the factual matters in support thereof. The notice shall be mailed, postage prepaid, addressed to the last known address of the permittee, or shall be delivered to the permittee personally, at least ten days prior to the hearing date. Hearings pursuant to this Section shall be conducted by the chief of police or a designated hearing officer designated by him/her which can include a retired judge. Hearings pursuant to this section shall be conducted in accordance with procedures established by the chief of police or designated hearing officer but, at a minimum, shall include the following:
    1. All parties involved shall have the right to offer testimonial, documentary, and tangible evidence bearing upon the issues and may be represented by counsel.
    2. The chief of police or designated hearing officer shall not be bound by the formal rules of evidence.
    3. Any hearing under this section may be continued for a reasonable time for the convenience of a party or a witness at the request of the permittee. Extensions of time for continuances sought by a permittee shall not be considered delay on the part of the city or constitute failure by the city to provide for prompt decisions on permit suspensions or revocations. Extensions for convenience shall not exceed thirty days.

C. A permit may be suspended or revoked based on the following causes arising from the acts or omissions of the permit holder, or an employee, independent contractor, partner director, or manager of the permittee:
    1. The building, structure, equipment, or location used by the adult related business fails to comply with all of the provisions of these regulations and this section relating to adult related businesses, including the adult related business operational standards contained in this chapter and in Section 17.35.050 of the Rocklin Municipal Code pertaining to adult related businesses, and all other applicable building, fire, electrical, plumbing, health, and zoning requirements of the Rocklin Municipal Code.
    2. The permittee has failed to obtain or maintain all required city licenses and permits.
    3. The permittee has knowingly made any false, misleading or fraudulent statement of a material fact in the application for a permit, or in any report or record required to be filed with the city as part of the application for a permit.
    4. The permit is being used to conduct an activity different from that for which it was issued.
    5. That an individual employed by, or performing in, the adult related business (whether classified as an employee or an independent contractor) has pled guilty, or nolo contendere, or been convicted of any crime listed in Section 5.44.027.

6. That the use for which the permit was granted has ceased to exist or has been suspended for six months or more.
7. The permittee or operator of an adult related business has knowingly allowed or permitted, or has failed to make a reasonable effort to prevent the occurrence of any of the following on the premises of the adult related business:
    a. Any action included in the definition of "specified sexual activities" in this chapter;
    b. Use of the establishment as a place where unlawful solicitations for any sexual act, including but not limited to those within the definition of "specified sexual activities" in this chapter;
    c. Any conduct constituting a criminal offense which requires registration under Section 290 of the California Penal Code;
    d. The occurrence of acts of lewdness, assignation, or prostitution, including any conduct constituting violations of Sections 315, 316, or 318, or subdivisions (a) and (b) of Section 647 of the California Penal Code;
    e. California Penal Code relating to obscene matter or distribution of harmful matter to minors, including but not limited to Sections 311 through 313.4;
    f. The appearance of men or women in a "state of nudity" in any area of the adult related business premises by employees or patrons;
    g. The appearance of an employee or patron in a state of partial nudity or displaying specified anatomical areas on the premises, except when performing on stage as provided for in this chapter;
    h. Violation of any federal, state or local law regulating the sale, consumption, or possession of alcohol on the premises;
    i. Violation of any of the development and operational standards, rules or regulations governing the conduct or operation of an adult related business by an employee or patron with knowledge by an employee or manager where no immediate action is taken by the owner or operator to stop the offending action;
    j. Employment of any person without an adult related business employee permit as required by this chapter; or
    k. Any act by an employee in violation of the provisions of this chapter.
8. Failure to abide by any disciplinary action previously imposed.
9. Conviction of any of the crimes specified in Section 5.44.027 by an owner or operator of an adult related business.

D. After holding the hearing in accordance with the provisions of this section, if the chief of police or designated hearing officer finds and determines that there are grounds for action

to be taken against a permittee, based upon the severity of the violation, the chief of police shall impose one or more of the following:

Conditions upon the permit reasonably related to address the violation(s);

1. Suspension of the permit for a specified period not to exceed six months; or
2. Revocation of the permit.
3. The police chief or designated hearing officer shall render a written decision that shall be delivered by hand or overnight mailed to the permittee within five days of the hearing.

E. Any applicant aggrieved by the decision of the chief of police relating to the revocation or suspension of a permit for an adult related business or an adult employee permit may appeal the decision by following the procedures set forth in Chapter 5.01. If an appeal is not timely filed, the decision of the chief of police shall be final.

F. In the event a permit is revoked pursuant to this section, another adult related business permit or adult related business employee permit shall not be granted to the permittee within twelve months after the date of such revocation.

G. Notwithstanding anything to the contrary, for the purposes of this chapter, an act by an employee shall be imputed to the adult related business for the purpose of establishing a violation of this chapter, or for purposes of permit denial, suspension, or revocation if a permittee allowed, either knowingly or through negligent failure to supervise, a violation of this chapter to occur.

Section 6.04.130 – Kennel.

"Kennel" means for the purposes of this title shall have the same meaning as is set forth in Section 17.58.030 of the Rocklin Municipal Code.

Section 6.20.010 – Prohibited.

Kennels shall only be allowed as set forth in Title 17 of the Rocklin Municipal Code.

Section 6.36.040 – Restrictions.

No person shall keep livestock unless:

A. It is upon premises upon which, pursuant to Section 17.35.060 of the zoning title, livestock may be kept, provided that the number of animals does not exceed the number permitted within the zone;

B. Such livestock are kept within a substantial fence or barricade which consists of any of the following:

1. At least three barbed wires, evenly spaced, the top of which shall be at least four feet from the ground, and which shall be securely fastened to posts of metal or wood, the space between which is not greater than twelve feet,
2. A chain link fence six feet in height,

3. A solid wood fence six feet in height;

C. Any shelter provided for such livestock is at least one hundred and fifty feet from any adjoining building or structure;

D. At least six thousand square feet of area is provided for each animal.

Section 8.04.020 - Unlawful property nuisances.

It is unlawful for any person owning, leasing, renting, occupying or having charge or possession of any property in the city to maintain or to allow to be maintained such property in such manner that any of the following conditions are found to exist thereon, except as may be allowed by this code:

A. The accumulation or presence of packing boxes, cardboard boxes, lumber, rubbish, refuse, barrels, drums, salvage materials, broken or discarded furniture, household fixtures or household equipment or furnishings designed for indoor use, storage containers, canopies, shipping containers or shopping carts on the property visible from public view;

B. Overgrown vegetation including, but not limited to, lawn or weeds in excess of twelve inches in height visible from public view or likely to harbor rats, vermin or other nuisances or which obstructs the view of drivers on public streets or private driveways, or which impedes, obstructs or denies pedestrian or other lawful travel on sidewalks, walkways, or other public rights-of-way. Any of the following shall be considered overgrown vegetation which impedes, obstructs or denies pedestrian or other lawful travel on sidewalks, walkways, or other public rights-of-way:
   1. Vegetation over a public street or public right-of-way less than fourteen feet above the surface of the street;
   2. Vegetation over a public sidewalk less than eight feet above the surface of the sidewalk;
   3. Installation or maintenance of any sign, hedge, structure, natural growth, fence, or other obstruction to the view higher than thirty inches above the nearest pavement surface (or traveled area when no pavement exists) on property adjacent to any private road or driveway intersecting a public street, within a triangle area formed by the edge of the driveway, the street right-of-way line, and a line connecting two points, one of which is on the right-of-way line ten feet from the edge of the driveway, and other of which is on the edge of the driveway ten feet back of the right-of-way line measured perpendicular to the right-of-way line in a direction away from the street;
   4. Vegetation obstructing sight distance as determined by the public services department director or his/her designee.

C. Dead, decayed, diseased or hazardous trees, weeds, or other vegetation constituting unsightly appearance, or dangerous to public safety and welfare and visible from public view. Hazardous vegetation and debris shall be maintained in accordance with Chapter 8.10 of this code, or any successor chapter;

D. Attractive nuisances dangerous to children and other persons, including abandoned, broken or neglected equipment, machinery, appliances, refrigerators and freezers, hazardous pools, ponds and excavations;

E. Personal property, such as vehicles, boats, trailers or vehicle parts which are abandoned or left in a state of partial repair for an unreasonable period of time in front yards, side yards, driveways, sidewalks or walkways, and visible from public view;
F. Vehicles parked or stored in residential zoning districts on property, other than on driveways or other impervious surfaces, and visible from public view;
G. Buildings which are abandoned, partially destroyed, left in an unreasonable state of partial construction or have been declared substandard or dangerous by the enforcement authority;
H. Unpainted buildings and those having dry rot, warping or termite infestation. Any building on which the condition of the paint has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping or termite infestation as to render the building unsightly and in a state of disrepair;
I. Buildings with windows containing broken glass or no glass at all, where the window is of a type which normally contains glass, which constitutes a hazard and/or invites trespassers and malicious mischief. Plywood or other material used to cover such window space, if permitted under this code, shall be painted in a color or colors compatible with the remainder of the building;
J. Building exteriors, walls, fences, driveways, sidewalks or walkways which are maintained in such condition as to become defective or unsightly or are materially detrimental to nearby properties and improvements. Fencing or walls installed on private property adjacent to any public parks, drainage, wetlands or private or public open space shall be maintained in a good and undamaged condition and the removal of such fencing or walls is prohibited unless for the purpose of immediate installation of new fencing or walls in the same location or further within the private property;
K. Construction equipment, farm machinery, or machinery of any type or description parked or stored on the owner's property when it is visible from a public view, except:
    1. During excavation, construction or demolition operations covered by an active building permit which are in progress on the subject property or an adjoining property;
    2. During active farming operations; or
    3. When such machinery in an industrial zoning district is appropriately stored.
L. Property which lacks landscaping, turf, ground cover, mulch, live plant material, decorative rocks, or other commonly used landscape material, or property existing in such a state which may create a condition of excessive dust or soil erosion;
M. The keeping, storing, depositing or accumulation for an unreasonable period of time of dirt, sand, gravel, concrete, and other similar materials, which manner of keeping, storing, depositing or accumulation constitutes visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses;
N. Maintenance of property so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment or use of such adjacent properties.

O. The maintenance or keeping of any graffiti on any fence, wall, existing building, paved area, or structure. Graffiti removal or abatement shall be in accordance with Chapter 9.32 of this code, or any successor chapter. Graffiti shall be reported to the police department and abated by repainting the entire surface area on which the graffiti exists and property owner shall use paint that matches (to the greatest degree possible) color of remaining portion of the structure being painted, or otherwise approved by the city.

Section 9.24.020 – Definitions.

A. "Camp" means to do any of the following:
   1. To sleep any time between the hours of nine p.m. and nine a.m. in any of the following places:
      a. Outdoors with or without bedding, tent, hammock or other similar protection or equipment.
      b. In or under any structure not intended for human habitation, whether with or without bedding, tent, hammock, or other similar protection or equipment.
      c. In, on or under any parked vehicle, including an automobile, bus, truck, travel trailer or other recreational vehicle.

B. "Camp facilities" means temporary structures, equipment or vehicles used to camp, including, but not limited to, tents, huts, temporary shelters, trailers or vehicles, if the vehicle or trailer is being used for habitation.

C. "Camp paraphernalia" means implements and equipment used while camping including, but not limited to, tents, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, stoves, lanterns and operational cooking equipment.

D. "Campsite" includes any location used for the purposes of camping.

E. "Habitation" means the intentional use of a space as temporary or permanent living quarters.

F. "Private property" means all privately-owned property including, but not limited to, privately-owned streets, sidewalks, alleys, ways, creeks, waterways, lots, parcels and other forms of improved or unimproved land or real property.

G. "Public property" means property owned or controlled by the city of Rocklin, including but not limited to, parks, trails, streets, sidewalks, and open space areas.

H. "Recreational vehicle" means a vehicle or trailer as defined in Rocklin Municipal Code Section 17.31.070(B)(5).

I. "Setting up campsite" means to, at any time, establish or maintain outdoors or in, on or under any structure not intended for human habitation, at any time during the day or night, a temporary or permanent place for cooking or sleeping, by setting up any bedding, including, but not limited to, a sleeping bag, blanket, mattress, tent, hammock or other sleeping equipment or by setting up any cooking equipment with the intent to use that location for sleeping or habitation.

J. "Store" means to put aside or accumulate for use when needed, to put for safekeeping or to place or leave unattended in a location.
K. "Unattended property" means any personal property, including "camp paraphernalia which appears to have been abandoned, discarded, or disregarded by its owner; or property which has been left unattended for an unreasonable amount of time. An "unreasonable" amount of time may be any amount of time, however, any property left unattended for twelve hours or more shall be considered unattended per se.

Section 9.24.050 - Permitted camping on private property.

A. Except as otherwise provided in this section, it is unlawful for any person to camp, lodge, or stay overnight on any private property within the city without first obtaining permission of the owner and making adequate arrangements to assure sanitary conditions and proper waste disposal. This prohibition shall apply whether or not such person is camping or lodging within or without any automobile, van, motor home, trailer coach, tent or other place of shelter. No person shall set up camp facilities or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave upon any private property any camp facilities.
B. Exceptions. This section shall not apply to camping, with adequate sanitary conditions and proper waste disposal, in the following situations:
    1. Persons camping upon their own land, or persons camping with the owner of the land.
    2. Persons camping with the written consent of the owner of the land, for not more than two consecutive nights, provided that such written consent is in their possession at the time and is shown upon the demand of any peace officer; and
    3. Persons lawfully camping within campgrounds or trailer parks approved pursuant to city ordinance.
C. This section is not intended to modify or amend the provisions Title 17 of the Rocklin Municipal Code, including Section 17.31.070. In the event of a conflict between Title 17 and this section, Title 17 shall control.

Section 9.48.020 - Definitions of terms used in this chapter.

The following terms, whenever used in this chapter, shall have the following meanings:

A. "City" means the city of Rocklin.
B. "Fire officer" means person with the responsibility for managing fire and rescue services.
C. "Commercial property" means any property, structure, or occupancy used for a commercial use, as defined or otherwise permitted pursuant to Title 17 of the Rocklin Municipal Code, regardless of the zoning district in which the property is located.
D. "False fire alarm" means the activation of a fire alarm system resulting in a response by the fire department and which is caused by the negligence or intentional misuse of the fire alarm system by the owner, its employees, agents or other activation of a fire alarm system not caused by heat, smoke or fire; or a fire alarm to which the fire department responds, if

the fire department determines that the fire alarm was not related to a fire or life safety emergency at the time of that alarm.

E. "Fire alarm agent" means any person who is self-employed or employed either directly or indirectly by a fire alarm business who duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving or installing a fire alarm system in or on any building, place or premises.
F. "Fire alarm business" means any person conducting or engaged in the business of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring a fire alarm system in or on any building, place or premises.
G. "Fire alarm" means a device or alarm that is designed to respond either manually or automatically to smoke, fire or activation of a fire suppression system.
H. "Fire alarm monitoring company" means a person in the business of providing monitoring services.
I. "Fire alarm system" means a combination of approved compatible devices with the necessary electrical interconnection and energy to produce an alarm signal in the event of a fire or emergency medical situation or both, and, when activated, emits a sound or transmits a signal to indicate that an emergency exists.
J. "Fire alarm user" means any person responsible for operating a fire alarm system at any premises in the city.
K. "Fire department" means any employee of the Rocklin Fire Department.
L. "Responsible party" means the owner of record, occupant, or lessee of property or premises with a fire alarm where a false fire alarm occurs, or the person who causes the false fire alarm at that property or premises.

Section 10.24.190 - Commercial vehicles.

A. Commercial vehicles having a manufacturer's gross vehicle weight rating of thirteen tons or more shall not be parked or left standing on any street within the city between the hours of six p.m. to six a.m. Nothing in this section shall prohibit the operator of any commercial vehicle exceeding the gross weight from parking or leaving standing the commercial vehicle for the purpose of:
    1. Making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on a restricted street; or
    2. Delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon a restricted street for which a building permit has previously been obtained.
B. For the purposes of this section, residential streets means those streets in a Residential Zone as defined in the zoning code of the city in addition to any other residential streets as determined by the traffic engineer.
C. The traffic engineer shall appropriately signs on the streets, roads or highways, as the traffic engineer may determine will best serve to give notice of this section, indicating the affected residential street, road or highway where commercial vehicle parking is prohibited.

Section 16.12.050 – Lot line adjustment.

As provided in subsection (d) of Section 66412 of the Subdivision Map Act, this title shall not apply to any lot line adjustment, provided:

A. The resulting lots meet the area requirements of Title 17 for the zone in which the property is located; and

B. The planning director, planning commission or council, by resolution, approves such an adjustment.

C. The following procedure shall be used when applying for lot line adjustment approval pursuant to this section:

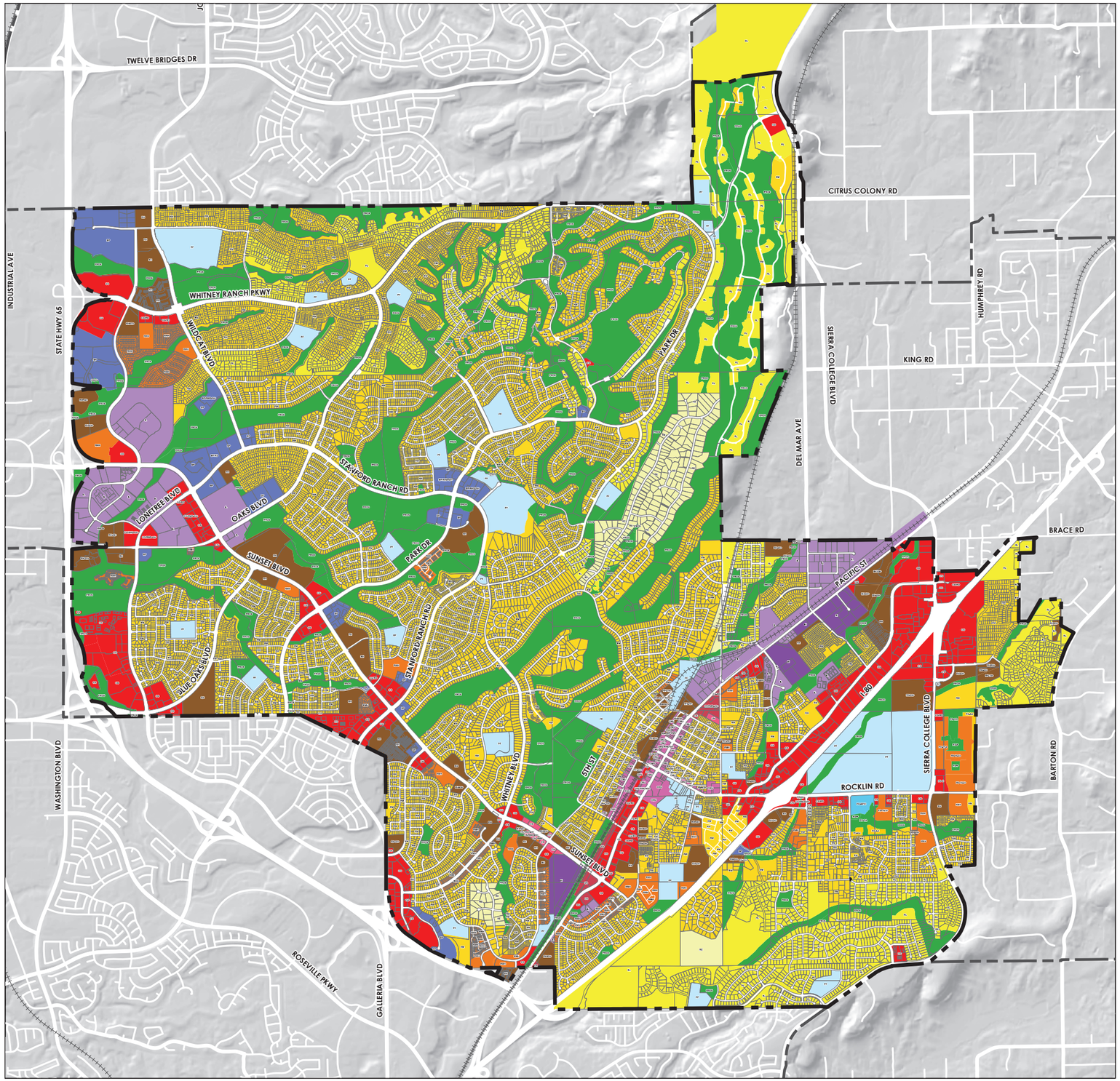
1. An application for approval of a lot line adjustment shall be submitted to the planning director on forms provided by the city. The application shall be accompanied by:
    a. Five copies of a map on eight and one- half by eleven inches bond paper, showing the existing property line and the proposed location of the new property line. The map shall be drawn to scale and show all existing structures, easements, landscaping, including trees, and any other improvements and their location in relation to all property lines;
    b. Two copies of a current title report for each parcel affected;
    c. New deed descriptions for all parcels affected by the lot line adjustment;
    d. Filing fees, as established by council resolution.
2. Upon determination by the planning director that the application is complete, the director shall have fifteen days in which to notify the applicant that the lot line adjustment is either approved, conditionally approved, or denied.
3. Any decision by the planning director may be appealed to the planning commission by the applicant or any interested party, in accordance with Section 17.42.140.
4. Following affirmative action by the planning director, the commission or the council, the applicant shall submit the following final documents for recording to the city engineer:
    a. New deeds on all parcels affected;
    b. One eight and one-half by eleven inches exhibit map for each parcel affected;
    c. Any offers of dedication;
    d. Street improvement plans or deferral agreements, if applicable;
    e. Applicable fees, including recordation fees and plan check fees;
    f. Additional information as required by the city engineer.
5. Upon acceptance of the information set out in subdivision 4, the city engineer shall file all final documents with the clerk for recording.

Section 16.16.150 - Public hearing—Notice.

Noticing shall be consistent with the requirements of Section 17.42.070.

Section 16.18.080 - Rights conferred.

A. Approval or conditional approval of a vesting tentative map shall confer a right to proceed with the development in substantial compliance with the city's ordinances, policies and standards used to determine whether to approve or disapprove an application for a tentative map in effect at the time the application for the vesting tentative map is deemed complete. A determination of whether a development substantially complies with the approved or conditionally approved map, or with the ordinances, policies or standards described in this subsection, may be appealed pursuant to Section 17.42.140.



DRAFT ZONING MAP

SHEET 1 OF 2: ZONING DISTRICTS

ZONE ROCKLIN

AUGUST 2026

MAP FEATURES

- City Boundary
- Parcel Boundary
- Railroad

ZONING DISTRICTS

Residential Zones*

- Residential Estate (RE-*)
- Residential Low Density (RL-*)
- Residential Medium Density (RM-*)
- Residential Medium-High Density (RMH-*)
- Residential High Density (RH-*)

Employment Zones

- Business Park (BP)
- Light Industrial (IL)
- Heavy Industrial (IH)

* Number designator followed by a + indicates minimum required density, in dwelling units/acre, where applicable.

Commercial and Mixed Use Zones

- Commercial Mixed Use (CMU)
- Commercial Neighborhood (CN)
- Commercial General (CG)
- Commercial Service (CS)

Public and Semi-Public Zones

- Public Facilities (PF)
- Parks, Recreation, and Open Space (PROS)

/RMD-24+ Residential Minimum Density 24+ Overlay Zone

/RD Residential Development Overlay Zone

OVERLAY ZONES

See Sheet 2 of 2

SOURCES:
Base data sources:

*City of Rocklin, 2024, 2025;
*USGS elevation data 2021.

NOTES:
Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The City of Rocklin makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

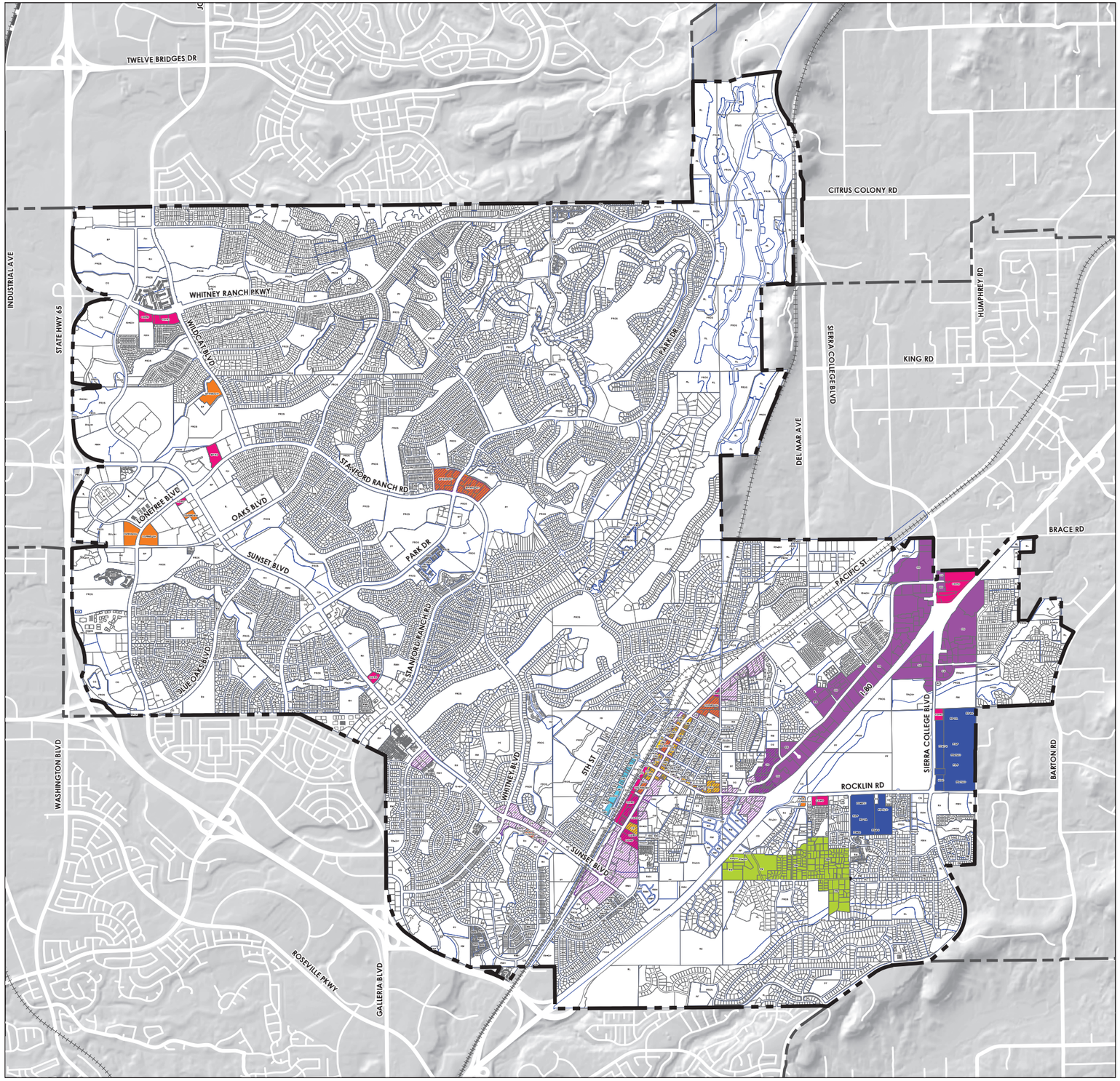
See separate note for data sources. Direct all inquires to the City of Rocklin Planning Division.

Drawn by: RRM Design Group
ArcGIS Pro. Redlands, CA: Esri

AUGUST 6, 2026

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DRAFT ZONING MAP

SHEET 2 OF 2: OVERLAY ZONES

ZONE ROCKLIN

AUGUST 2026

MAP FEATURES

- City Boundary
- Parcel Boundary
- Railroad
- Zoning Boundary

OVERLAY ZONES

- Automotive (AU) Overlay Zone
- College Park (CP) Overlay Zone
- Greenbrae Island Annexation Area (GA) Overlay Zone
- Historic District (HD) Overlay Zone
- Planned Development (PD) Overlay Zone
- Business Attraction, Retention and Revitalization Overlay (BARRO) Zone
- Residential Minimum Density 10+ (RMD-10+) Overlay Zone
- Residential Minimum Density 24+ (RMD-24+) Overlay Zone
- Residential Development (RD) Overlay Zone

ZONING DISTRICTS

Residential Zones*
Residential Estate (RE-*)
Residential Low Density (RL-*)
Residential Medium Density (RM-*)
Residential Medium High Density (RMH-*)
Residential High Density (RH-*)

* Number designator followed by a + indicates minimum required density, in dwelling units/acre, where applicable.

Commercial and Mixed Use Zones
Commercial Mixed-Use (CMU)
Commercial Neighborhood (CN)
Commercial General (CG)
Commercial Service (CS)

Public and Semi-Public Zones
Public Facilities (PF)
Parks, Recreation, and Open Space (PROS)

Employment Zones
Business Park (BP)
Industrial Light (IL)
Industrial Heavy (IH)

SOURCES:
Base data sources:

*City of Rocklin, 2024, 2025;
*USGS elevation data 2021.

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Drawn by: RRM Design Group
ArcGIS Pro. Redlands, CA: Esri

AUGUST 6, 2026

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ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Midas Apartments / Design Review, DR2026-0002; and Environmental, ENV2026-0008 (continued from August 4, 2026)

Date: October 13, 2026

Submitted By: Bennett Smithhart, Senior Planner
Arwen Wacht, Community Development Deputy Director
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Midas Apartments / ENV2026-0008).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (Midas Apartments / DR2026-0002).

Background:
The staff report is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:
1. Staff Report - Midas Apartments
2. SR Attachment 1 - Pacific and Midas 15183 Consistency Analysis and Checklist
3. Resolution A - Notice of Exemption
4. Resolution B - Design Review
5. Resolution B Exhibit A - Planning Package
6. Resolution B Exhibit B -Revised Parking Exhibit 09.17.26
7. Resolution Exhibit C - Midas Apt - Parking Enforcement Plan 09.23.26

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: **Midas Apartments**
Design Review, DR2026-0002
Environmental, ENV2026-0008

Date: October 13, 2026

Submitted By: Bennett Smithhart, Senior Planner
Arwen Wacht, Community Development Deputy Director
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
The Planning Commission and staff recommend adoption of the following:

A. Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Midas Apartments / ENV2026-0008)

B. Resolution of the City Council of the City of Rocklin Approving a Design Review (Midas Apartments / DR2026-0002)

Application Request/Project Description:
The project is a request for a Design Review to develop an approximately 7.1-acre undeveloped site with a 100-percent affordable multi-family/apartment community. The project includes construction of three (3) multi-family buildings, containing a total of 281 units, along with a new parking lot, drive aisles, community facility, playground, and associated infrastructure. The project also includes a lot line adjustment (parcel merger) to consolidate five existing parcels into a single parcel.

Project Location:
The project site is located at the northwest corner of Pacific Street and Midas Avenue (APNs: 010-010-016, -017, -028, and -029; and 010-040-040) (**Figures 1 and 2**).

Figure 1. Project Location



Figure 2. Project Site



Project Ownership and Applicant:
The property owner is Paxion Rocklin AH LP. The applicants are Waterford Property Company c/o Oren Hillel and Cypress Equity Investments c/o Garrett Borges.

Summary of August 4, 2026 Planning Commission Hearing and Action:
On August 4, 2026, the Planning Commission (Commission) considered the proposed project. After presentations by staff and the applicant team, the Commission opened the public hearing. Three members of the public provided comments on the Design Review request, expressing concerns about the project's height, the number of parking spaces, and potential impacts on the surrounding community. One member of the public expressed concerns that despite living in close proximity to the project site, that they and the surrounding community were not adequately notified of the development through the applicant's extended outreach. The Commission then closed the public hearing and began deliberations.

During deliberations, the Commission discussed the following:

1. Parking impacts on adjacent neighborhoods and the City's inability to regulate project parking under State law.
2. The project's density and building height, and the City's limited authority to regulate those aspects under applicable State law and the project site's land use and zoning designations.
3. Traffic operations at the intersection of Midas Avenue and the Union Pacific Railroad, specifically whether this additional project traffic could increase vehicle queuing at the railroad crossing, and potentially encourage illegal left turns out of the project's Midas Avenue driveway.
4. The removal of native oak trees from the project site.
5. State Density Bonus Law Concessions and Waivers, including the one requested concession for a reduction in parking stall dimensions.
6. The project applicants' outreach to the neighbors.

The Commission voted 5-0 to recommend approval of the project to the City Council.

Midas Avenue Railroad Crossing
During deliberations, the Commission discussed vehicle queuing and unpermitted U-turn movements associated with active train crossings. The Commission expressed concern that the additional residential units and associated vehicle trips could further increase traffic congestion on Midas Avenue. With respect to vehicle queuing and the proposed Midas Avenue driveway, staff concluded that during an active train crossing, the right-in/right-out driveway on Midas Avenue would effectively be blocked by already queued traffic and as a result, any vehicles exiting the site during a train event would be required to queue on site rather than on the public street. It is also noted that there are other locations in Rocklin, specifically at Midas/Second Street, Rocklin Road/Railroad Avenue, Rocklin Road/Front Street and Farron Street/Front Street, where similar conditions exist in that automobiles arrive at a street where cars are queued because of an active train crossing.

With regard to the concern about potential illegal left turns out of the project's Midas Avenue driveway, on August 5, 2026, City staff and the project applicant discussed the site's operational conditions and determined that modifications to the conditions of approval would be appropriate to require additional improvements. In consultation with the City Engineer, condition of approval 5.c.1 was revised to include an extended median and the installation

of a directional sign stating “No Left Turn” at the Midas Avenue driveway to discourage and prevent unauthorized turning movements.

Additionally, the Institute of Transportation Engineers (ITE) Trip Generation Manual, which provides credible and consistent trip generation data recognized throughout the transportation industry, identifies that affordable housing developments generate substantially fewer trips than comparable mid-rise (4–10 stories) multifamily housing developments. Overall, the Midas Apartments project is anticipated to generate fewer vehicle trips than a market-rate multifamily development of comparable size.

Summary of August 25, 2026 City Council Hearing and Action:
On August 25, 2026, the City Council (Council) considered the proposed project. Following presentations by staff and the applicant team, the Council opened the public hearing. Twenty members of the public provided comments on the Design Review request, expressing concerns regarding the project’s height and density, the number of proposed parking spaces, traffic impacts, impacts on the nearest school, and public safety. Following public comment, the Council discussed the project and asked the applicant team several questions, including questions regarding parking, building mass, and density. After further discussions, the Council continued the item to October 13, 2026.

Following the August 25th hearing, the applicant submitted a revised site plan and a Parking Enforcement Plan. The revised site plan provides 25 additional parking spaces for a total of 406 onsite vehicle parking spaces. A condition of approval (Condition 20.a) has also been added to allow for an administrative process to modify elements of the project’s parking lot design as additional plans, including utility plans, are developed and coordinated with the parking lot design. The applicant provided the revised plans as conceptual, as the various other project plans will need to be revised to ensure that the additional parking can be provided as proposed.

The updated site plan showing the revised parking layout (dated September 17, 2026), and an updated Parking Enforcement Plan (dated September 23, 2026) are included as Exhibits 5 and 6, respectively, to the agenda report.

Site Background:
The 7.1-acre vacant site is made up of five (5) undeveloped parcels that front on Pacific Street and Midas Avenue. Union Pacific Railroad tracks abut the property on the westerly side. A light industrial facility is located to the northeast of the project site. When that facility was constructed, a six-foot tall masonry wall was required to be constructed along the shared boundary to screen the storage yard from the project site. The site slopes slightly from Pacific Street down toward the Union Pacific Railroad tracks. There are twenty-three (23) oak trees located on and/or immediately adjacent to the project site. Curb, gutter, and sidewalk are existing along the Pacific Street and Midas Avenue frontages. Pacific Gas and Electric (PG&E) has easements along the westerly portion of the site to accommodate a major electric transmission line that parallels the railroad tracks. The line runs underground through the downtown area and surfaces on the project site where it converts to overhead line.

The project site was a portion of the original area included within the city boundaries when the City of Rocklin was incorporated in 1893. A lumber yard operated on the site for several years, but closed in the early 1990s. The structures related to the lumber yard were later demolished and the site has been vacant since. Previous entitlements on the parcel include the ZL Rocklin Project, approved on June 24, 2008, which included a 140-unit multi-family development, and the Rocklin Gateway Project, which included a 204-unit multi-family

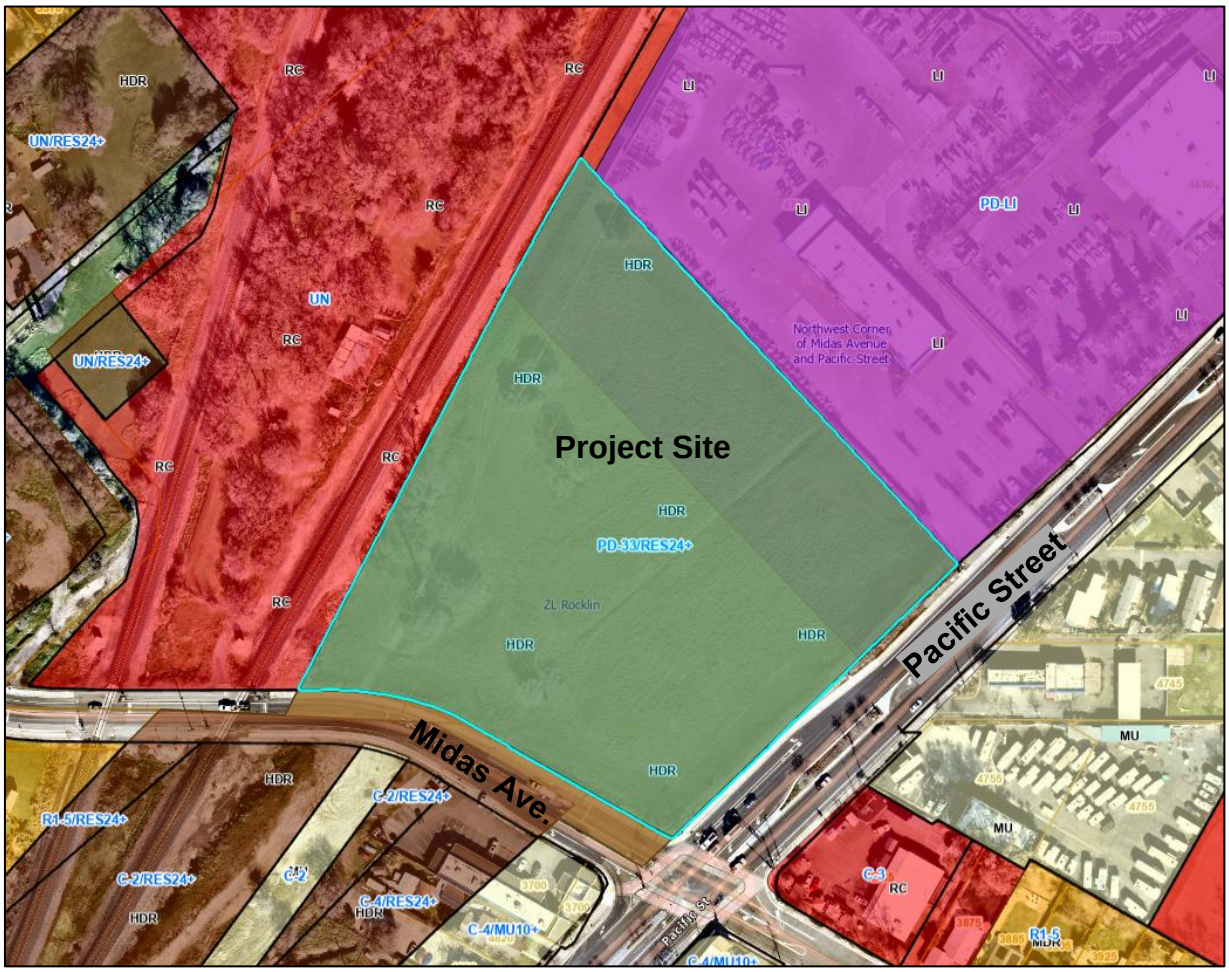
development, approved on June 13, 2017. Although both of the Design Review entitlements have since expired, the Rocklin Gateway General Development Plan and the associated zoning remain in effect on the project site.

Surrounding Uses:
Existing land uses surrounding the project site include United Rentals to the northeast, retail and commercial service uses to the east and south, and the Union Pacific Railroad tracks and property to the west. Single-family residential neighborhoods are located further to the west, south, and east. See **Table 1** and **Figure 3**.

Table 1. Surrounding Uses

	General Plan	Zoning	Existing Land Use
Project Site	High Density Residential (HDR)	Planned Development Residential – 33 Dwellings Per Acre (PD-33) and Residential Minimum Density Overlay Zone – Residential, 24+ Dwellings Per Acre (RMDO-R24+)	Vacant / Undeveloped Land
North	Light Industrial (LI) / Retail Commercial (RC)	Planned Development – Light Industrial (PD-LI)	United Rentals and Union Pacific Railroad (UPRR)
East	Mixed Use (MU) / Retail Commercial (RC)	General Service Commercial (C-3) and C-3 / RMDO – Mixed Use, 24+ Dwellings Per Acre (RMDO -MU24+)	Accessory Structure Sales, RV Sales, and Car Wash
South	Mixed Use (MU) / High Density Residential (HDR)	Retail Business (C-2) / RMDO-R24+, C-3 / RMDO-R24+, and General Retail Service Commercial (C-4) / RMDO-MU10+	Various Retail and Commercial Service Buildings
West	Retail Commercial (RC)	Unclassified (UN)	Union Pacific Railroad (UPRR)

Figure 3. Existing General Plan and Zoning



General Plan/Zoning Compliance:

General Plan

The project site has a General Plan land use designation of High Density Residential (HDR), which is intended to provide areas for multi-family homes, conveniently near commercial uses, employment centers, arterial and collector streets and other intensive uses. Residential density must be developed with a minimum density of 15.5 units per acre. The project is a 281-unit multi-family development on an approximately 7.1-acre site. The proposed density is approximately 39.5 dwelling units per acre, which is consistent with the requirements of the HDR designation.

The site is identified in the City's Housing Element's Regional Housing Needs Allocation (RHNA) inventory as Site No. 1-16 to help meet State-mandated requirements for affordable housing. Development of the proposed 281-unit multi-family project would contribute toward achieving the City's housing goals while activating a site that has historically remained underutilized. The project would provide 278 affordable housing units for households earning between 30 and 70 percent of the area median income (AMI), with an overall average affordability of approximately 60 percent AMI. The remaining three (3) units would be managers' units. For reference, the current AMI in the Placer County/Rocklin area is $124,000 for a family of four and $86,800 for a single person, according to 2026 California Department of Housing and Community Development/United States Department of Housing and Urban Development (HCD/HUD)-based figures.

Zoning

The project site is zoned Planned Development Residential – 33 Dwellings Per Acre (PD-33) within the Residential Minimum Density Overlay – Mixed Use (RMDO-R24+) zone, and is located within the Rocklin Gateway General Development Plan (GDP). The PD-33 zoning requires that if the site is developed with residential uses, a minimum density of 33 dwelling units per acre must be achieved. As proposed, the project is consistent with the development standards of the Gateway General Development Plan (Ordinance No. 1068), with the exception of parking requirements (waived by AB 2097, which is discussed further below), and the special requirements for an enhanced façade along Midas Avenue and Pacific Street. Pursuant to the Housing Accountability Act (Government Code Section 65589.5), development standards imposed on a housing development project must be based on objective standards that are clearly defined and uniformly applicable. The term "enhanced" is subjective and does not constitute an objective development standard.

The RMDO-R24+ overlay specifies that residential development must comply with the use regulations and development standards set forth in Chapter 17.40 (R-3 Zone) of the Rocklin Municipal Code (RMC). Under this chapter, multi-family residential development is generally permitted by right.

The proposed project consists of a 281-unit multi-family development on approximately 7.1 acres, resulting in a density of approximately 39.5 dwelling units per acre. This density complies with the RMDO-R24+ overlay requirements, and the project is consistent with the applicable RMDO-R24+ overlay development standards.

Design Review:
Pursuant to the City of Rocklin Municipal Code (Chapter 17.72), Design Reviews are discretionary entitlements that provide an opportunity for the City and outside agencies to analyze proposed development, determine if the proposal is consistent with applicable land use designations, zoning, other applicable codes, as well as architectural and site design standards. Staff analyzes the site design; access, circulation, and parking; landscaping; walls and fences; architecture; and signage for compliance with the Citywide Design Review Criteria and other City codes and standards such as the provision of adequate on-site parking. Design Review is by and large the analysis of the aesthetics of a development and how it fits within the context of the surrounding area. Additionally, for those projects within Architectural Review Districts, the Architectural Review Committee reviews and recommends to the Planning Commission approval of a project that meets the minimum requirements for the specific District.

Historically, staff and the Planning Commission, and occasionally the City Council, have been charged with reviewing development proposals as noted above, for consistency with land use, zoning, and design review guidelines, and for compatibility with surrounding development. When establishing land use and zoning designations on a broad scale, such as during the development or update of a City-wide General Plan, or on a slightly lesser scale during the development or update of a General Development Plan, overall factors such as land use balance, compatibility and fiscal considerations are analyzed and considered. Generally speaking, projects that involve only Design Review entitlements are analyzed specific to the items discussed in the above paragraph and do not involve review of land use balance or fiscal considerations such as the desirability of a particular use in support of the overall long-term economic goals of the City.

The Rocklin Municipal Code (RMC) requires that all new construction of multi-family structures and all related site improvements associated with multi-family residential require design review application and approval [Section 17.72.020(A)(1)]. It also requires that any residential building with a height of greater than thirty feet, or more than two stories, requires the Planning Commission to make a recommendation to the City Council, and that the City Council shall be the body to either approve, approve with conditions, or deny any application for design review [Section 17.72.070(B)(2)].

Per Section 17.72.070(C) of the RMC, any decision by the design review board or the council on a design review application shall be based on consideration of the following:

1. Relationship between the site design and the surrounding development, natural features and constraints and traffic flow;
2. Height, bulk and area;
3. Orientation of buildings and structures (with emphasis on energy consumption for heating, cooling, lighting);
4. Color scheme and materials;
5. Style, type and orientation of lighting;
6. Dimensions and placement of signs and graphics;
7. Landscaping (with emphasis on aesthetics, use of water and maintenance needs);
8. Parking design, including ingress and egress patterns;
9. Other design review criteria, which may be adopted from time to time by resolution of the council.

The following sections below provide review and analysis for each of these areas of consideration for this proposal. Staff has also evaluated the proposal for consistency with the City's Citywide Residential Objective Design Standards, and found the proposal to be consistent with these standards and/or staff has included applicable conditions of approval to ensure compliance with these standards.

General Design and Site Layout

The proposed project consists of three (3) four-story residential buildings totaling 281 units, along with 356 surface parking spaces and associated landscaping (**Figure 4**). Amenities include an amenity space/community center, teen room, tot lot, outdoor area, and pet area.

The units range from one- to three-bedroom configurations, including one hundred and ten (110) one-bedroom units (approximately 559 square feet each), seventy-three (73) two-bedroom units (approximately 732 to 818 square feet each), and seventy-eight (78) three-bedroom units (approximately 1,026 to 1,170 square feet each).

Figure 4. Site Plan



Access and Circulation

Vehicular access to the project would be provided by two new driveways, one on Pacific Street and one on Midas Avenue. Internal drive aisles would connect these entrances to all proposed parking areas and buildings. Because of a center median on Midas Avenue, all turn movements at this entrance would be restricted to right-in/right-out. On Pacific Street, a full-access driveway is proposed. The existing opposing left-turn pockets will be reconstructed as a continuous two-way left-turn lane within the center median.

Project Phasing

Based on information provided by the applicant, the proposed project is anticipated to be constructed in a single phase over an approximately twenty-four (24) month period.

Utilities

The proposed project would include construction of lateral connections to the existing utility (water, sewer, and storm drain) systems. Consistent with South Placer Municipal Utility District (SPMUD) and Placer County Water Agency (PCWA) standards, the proposed sewer line and water line connections are along the existing infrastructure on Pacific Street. Water connections also include connection to public lines in Midas Avenue. All project utilities have been reviewed by applicable agencies and departments, and have been determined to be consistent with applicable standards and requirements.

Building Architecture

The project consists of three residential buildings. Buildings 1 and 2 (Type A) are each 64,740± square feet, while Building 3 (Type B) is 133,168± square feet. Buildings 1 and 2 are located along Midas Avenue and Pacific Street, Building 3 is centrally located on the interior of the site. Exterior materials include board-and-batten siding and cement plaster.

Three coordinated exterior color schemes are proposed. An off-white and light gray palette utilizes Dunn-Edwards "Whisper" (Plaster 1) and "Gray Pearl" (Plaster 2) on projecting building modules to emphasize architectural articulation. An earthy sage green, Dunn-Edwards "Greenland" (Plaster 3), provides an organic accent color across portions of the building façades. A dark charcoal/slate gray, Dunn-Edwards "Stonish" (Plaster 4), is applied at the ground level and on select recessed vertical elements to establish a strong visual base.

Building elevations are included as **Figures 5** through **8**. The colors and materials are included as **Figure 9**.

Building Height

The maximum building height within Rocklin Gateway General Development Plan (GDP) area is 60-feet. The proposed apartment buildings are four stories with an overall maximum height of approximately 48-feet. Parapets are designed to screen mechanical equipment and rooftop photovoltaic panels from ground-level views.

Figure 5. Building 1 and 2 (Type A)



Figure 6. Building 3 (Type B)



Figure 7. Building 3 (Type B - Courtyard)

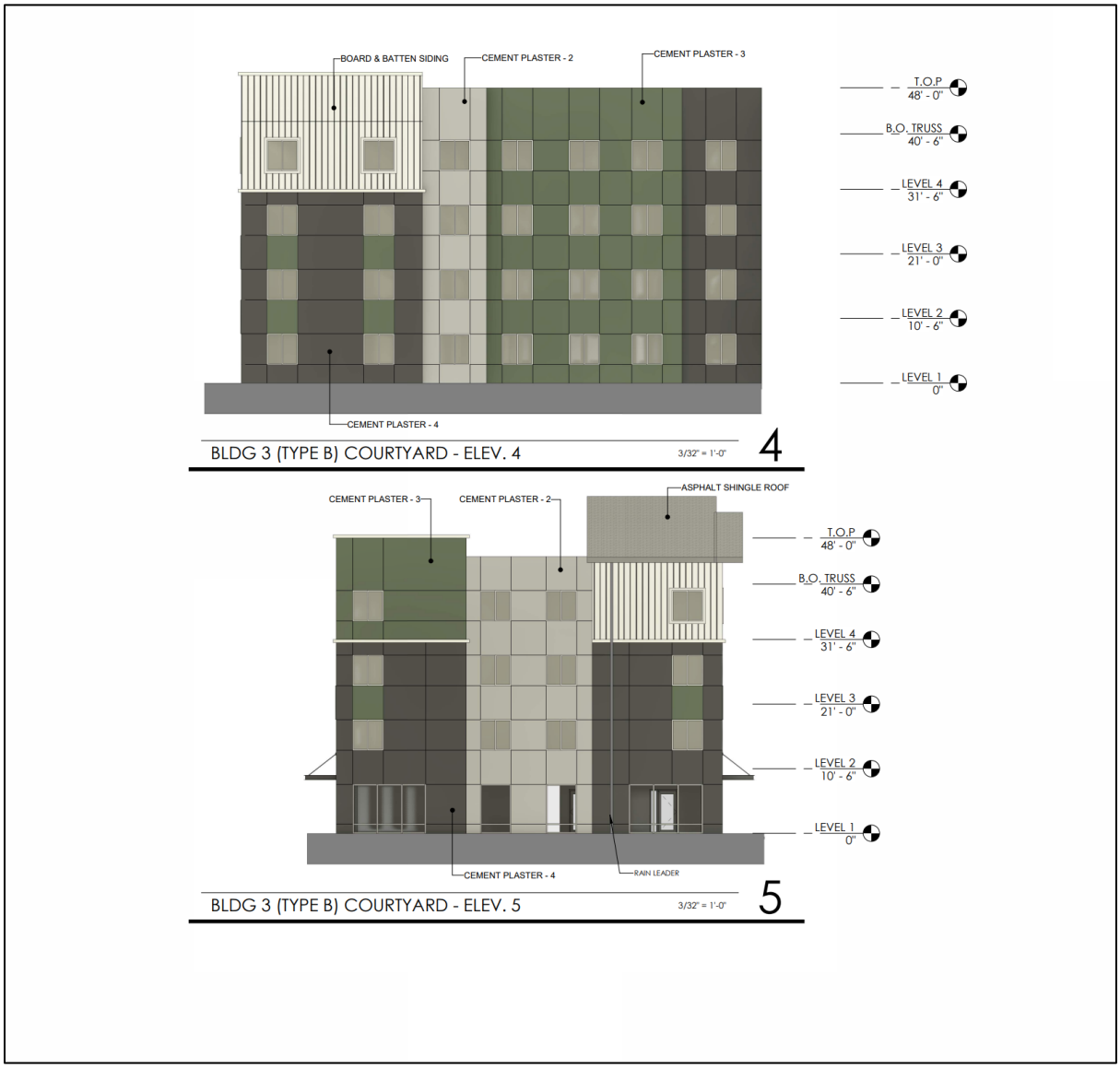
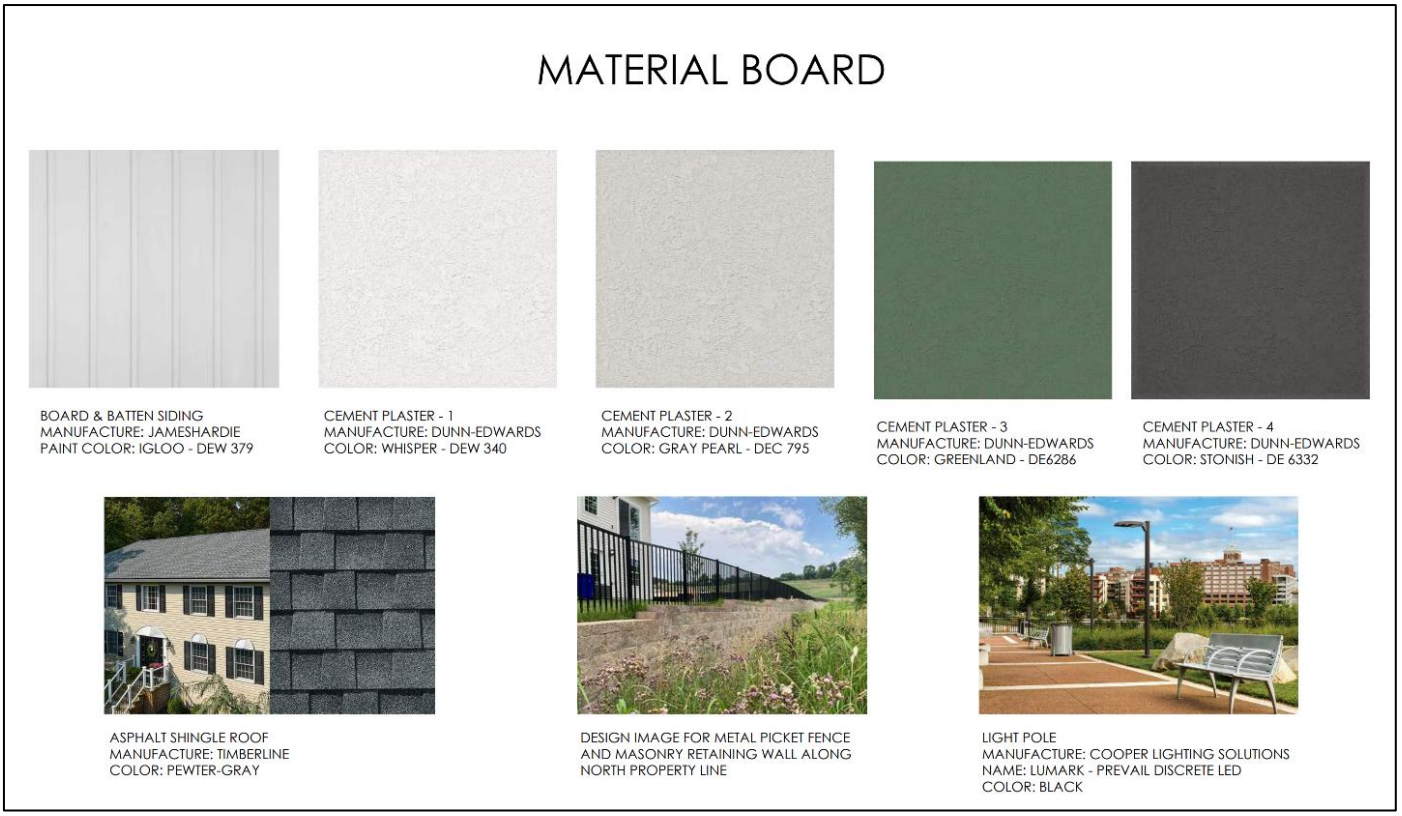


Figure 8. Pacific Street Perspective



Figure 9. Colors and Materials



Parking

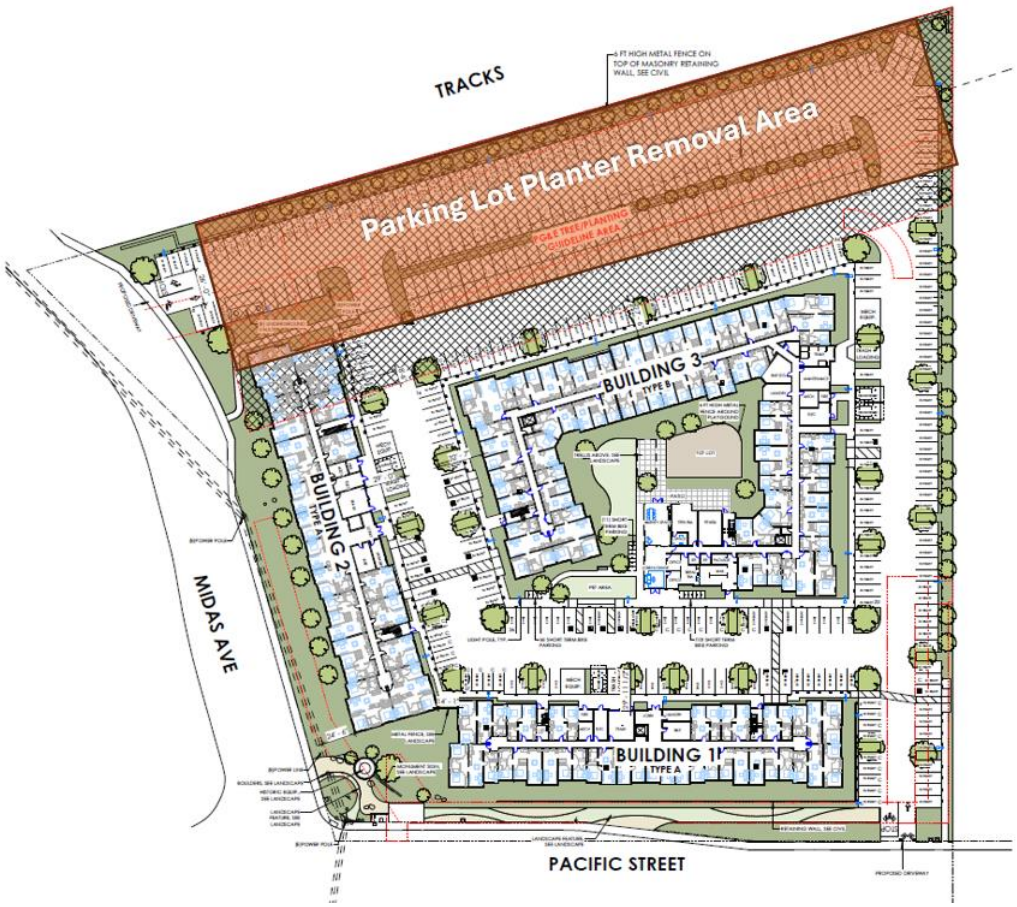
The project's parking design has been revised twice during the project review and public hearing process in response to concerns regarding the amount of onsite parking provided. As originally presented in the initial project application submitted March 23, 2026, the project proposed a total of 356 uncovered parking spaces or 1.26 parking spaces per unit. The parking includes 43 accessible parking spaces, representing approximately 15 percent of the

total parking supply. Nineteen (19) parking spaces will be equipped with electric vehicle (EV) charging stations, and an additional 221 spaces will be EV-ready. The project also includes 10 bicycle parking spaces.

Prior to the August 25 2026 City Council meeting, in response to concerns about an inadequate number of parking spaces being provided, the applicant revised the site plan by eliminating some previously planned landscape areas to increase the project's parking supply by 25 additional parking spaces to a total of 381 onsite vehicle parking spaces. The addition of 25 parking spaces increased the parking ratio from approximately 1.26 spaces per unit to approximately 1.35 spaces per unit.

Following the August 25 2026 City Council meeting, and based upon the same concerns expressed at that meeting by both the public and City Council regarding an inadequate number of parking spaces being provided, the applicant revised the site plan again by eliminating 20 previously planned parking lot planters and by reducing the width of all onsite parking spaces by 6-inches to increase the project's parking supply by an additional 25 parking spaces to a total of 406 onsite vehicle parking spaces. The addition of 25 parking spaces increased the parking ratio from approximately 1.35 spaces per unit to approximately 1.44 spaces per unit. **See Figure 10.** Although there are provisions in the Citywide Design Review Guidelines regarding how parking lots should be shaded, staff is supportive of the applicant's efforts to increase the number of on-site vehicle parking spaces by reducing some of the previously planned landscape areas.

Figure 10. Revised Parking Exhibit



Municipal Code Parking Requirements

RMC Section 17.66.020 specifies parking requirements for apartments, mandating:

- One and a half (1.5) paved parking spaces per unit for studio and one-bedroom units.
- Two (2) paved parking spaces per unit for two- or more bedroom units.
- An additional 25% paved visitor parking spaces, with at least one (1) covered parking space per unit.

Based on these requirements, the project would be required to provide the following:

Table 2 – City Parking Requirements

	Project Units	**Ratio of Parking Spaces Required**	**Total Parking Spaces Required**
1 bedroom	110	1.5 spaces / unit	165 spaces
2+ bedroom	171	2.0 spaces / unit	342 spaces
Guest	--	0.25 spaces / unit	71 spaces
Total	**281**	--	**578 spaces**

Assembly Bill 2097 (AB 2097)

AB 2097, effective January 1, 2023, limits the ability of local agencies to require minimum automobile parking for development projects located within one-half mile of a major transit stop. The law provides that a city or county shall not impose or enforce a minimum parking requirement on qualifying residential development.

The Rocklin Amtrak Station is currently served by approximately two scheduled passenger train stops per day and is located approximately 0.39 miles from the project site. Although the level of rail service is limited, HCD has issued Technical Advisory guidance stating that an existing rail transit station qualifies as a "major transit stop" for purposes of AB 2097 regardless of service frequency. Accordingly, despite the limited number of daily train stops, the Rocklin Amtrak Station is considered a major transit stop under AB 2097, and qualifying development projects located within one-half mile of the station are generally not subject to local minimum parking requirements unless one of the statutory exceptions applies. Staff has reviewed the exceptions and determined that none of them apply to the project.

State Housing Law Incentives / Concessions

The project utilizes various California state housing laws, including but not limited to the Housing Accountability Act (HAA) and the State Density Bonus Law. Under these legislations, local agencies are prohibited from enforcing subjective development standards against qualifying housing developments. Furthermore, because the Midas Apartments is an affordable housing project, the State Density Bonus Law grants the development the right to receive five (5) incentives or concessions from objective development standards. Specifically, the proposal is requesting the following Incentives/concessions:

1. proposing standard parking stalls of 8.5’ x 18’ where 9’ x 19’ is normally required, and
2. requesting an allowance of a 2-foot bumper overhang into adjacent planters, where wheel stops placed 2-feet at the front of the parking stall are normally required.

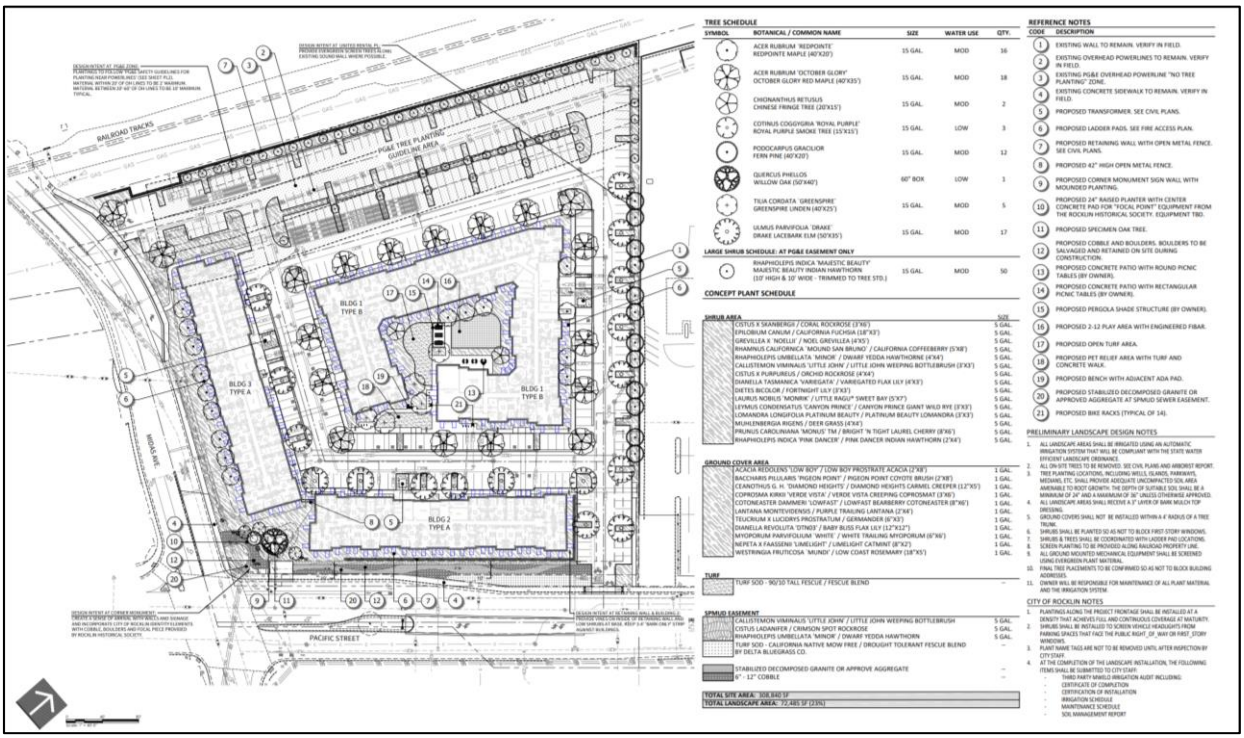
The applicant states that adhering strictly to the City's standard parking dimension requirements would physically preclude the development of the project.

Landscape and Open Space

The proposed landscape plan includes a diverse palette of drought-tolerant trees, shrubs, groundcovers, ornamental grasses, and turf that are generally appropriate for the local climate and consistent with the project's landscape objectives. Plant species include a variety of California native and climate-adapted species such as California fuchsia, California coffeeberry, dwarf toyon, grevillea, bottlebrush, deer grass, giant wild rye, and coast rosemary. Groundcover areas incorporate low-water-use species including coyote brush, Carmel creeper, coprosma, trailing myoporum, catmint, and baby bliss flax lily. Turf is limited to areas utilizing a drought-tolerant fescue blend, while the SPMUD easement along Pacific Street is landscaped with native meadow turf and compatible shrubs. Overall, the proposed plant palette emphasizes water conservation, year-round visual interest, and habitat value while providing a mix of evergreen and flowering species throughout the site.

The project includes a centrally located outdoor amenity area designed to provide recreational and gathering opportunities for residents. The primary courtyard features a community pool with a surrounding patio, picnic tables, bench seating, a shade pergola, and open lawn areas. A children's play area with engineered fiber safety surfacing is also provided within the courtyard, along with bike racks to encourage bicycle use. Additional outdoor amenities include a pet relief area with turf and a concrete walking path, stabilized decomposed granite pathways, decorative cobble paving, and landscaped open spaces throughout the development. These amenities are integrated with landscaping, shade trees, and pedestrian walkways to create an attractive and functional environment for residents while supporting outdoor recreation and social interaction. See **Figure 11.**

Figure 11. Preliminary Landscape Plan



Fencing and Walls

The project is not proposed to be gated. Open metal fencing is proposed between Building A and Building B to restrict pedestrian access through the landscape area. Retaining walls are proposed along Pacific Street and along the border of the Union Pacific property, parallel to the railroad track. See **Figures 12 and 13.**

Figure 12. Tubular Metal Fence

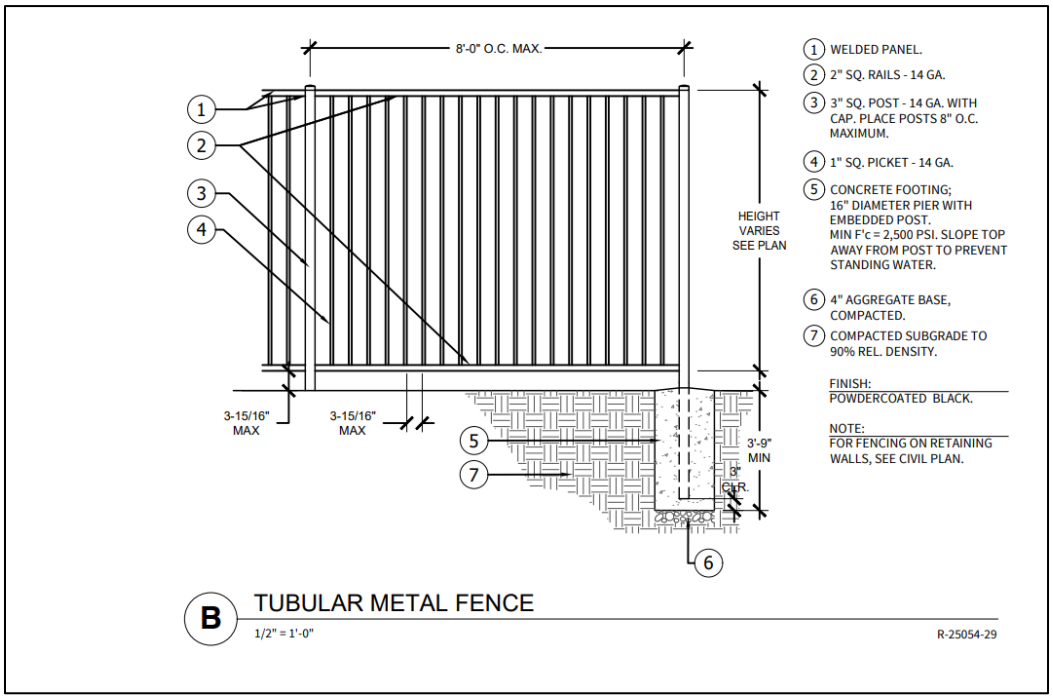


Figure 13. Proposed Retaining Wall



Environmental:

PED Solutions, Inc., has prepared a CEQA Guidelines Section 15183 Consistency Checklist for the project (**Attachment 1**). This checklist and attached supporting documents, including the Mitigation Monitoring and Reporting Program (MMRP), have been prepared to determine whether and to what extent the Project is consistent with the certified Environmental Impact Report for the General Plan [General Plan Final EIR (FEIR), State Clearinghouse (SCH) No. 2008072115] and subsequent addenda, prepared for the City of Rocklin and to evaluate whether there are project-specific effects that are peculiar to the proposed project or its site in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code [PRC], § 21000, et seq.), including, but not limited to, the City of Rocklin 2021-2029 Housing Element Program 10 – Alternative Sites (ENV2025-0009, GPA2024-0001, Z2025-0001), adopted on August 26, 2025 via Resolution No. 2025-190.

A trip generation analysis was prepared by EPD Solutions, Inc. to determine whether a Vehicle Miles Traveled (VMT) analysis would be required for the proposed project. The analysis used trip rates for Land Use Code 223 (Affordable Housing) from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition. As shown in Table 1, the proposed Project is anticipated to generate 1,352 daily trips, with 101 trips occurring during the AM peak hour and 129 trips occurring during the PM peak hour. Because the proposed project satisfies multiple screening thresholds under both applicable guidelines, this screening determination is presumed to result in a less-than-significant impact on VMT, and no further analysis is required.

CEQA Guidelines Section 15183 mandates that projects consistent with the development density established by existing zoning, community plan, or general plan policies for which a final EIR was certified (in this case, the General Plan FEIR and subsequent addenda) shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the proposed project or its site.

The Consistency Checklist concluded the proposed project is consistent with the development density established in the General Plan and is within the scope of the Prior FEIR and subsequent addenda and that no further CEQA documentation is required under Section 15183. The report also concludes that the proposed project is located within an area characterized by existing residential development and is consistent with the surrounding land use pattern. Residential development of the site was previously evaluated in the Addendum to the Prior FEIR, which determined that such development would not result in new or more severe environmental impacts related to land use or zoning beyond those already analyzed, and that no additional CEQA review was required.

The proposed project does not introduce land uses, densities, development intensities, or site characteristics that would result in impacts peculiar to the project or its location. The project's development parameters fall within the range of conditions evaluated at a programmatic level in the Prior FEIR, and no project-specific impacts have been identified that would be more severe or different in nature.

The project would not result in new or substantially more severe off-site or cumulative impacts, as it represents development anticipated under the General Plan buildout scenario analyzed in the Prior FEIR. No substantial new information has been identified that would alter the conclusions of the Prior FEIR or require new mitigation measures.

The Section 15183 Consistency Checklist demonstrates that: (1) no peculiar impacts have been identified that were not previously analyzed; (2) no new significant off-site or cumulative impacts would occur; (3) no new information indicates more severe impacts; and (4) no additional mitigation measures are required, as all impacts would be less than significant.

Recommendation:

Based on the analysis above, the proposed project is overall consistent with the applicable Citywide Design Guidelines and Objective Design Standards. The proposed project is also consistent with the High Density Residential (HDR) General Plan land use designation, the RMDO-R24+ overlay and the Planned Development Residential – 33 Dwellings Per Acre (PD-33) zoning, and is located on a site identified by the City Council as part of the City's State-mandated RHNA inventory.

Based on these considerations, the Planning Commission and staff find that the project is consistent with the applicable land use policies and zoning requirements, and recommends the City Council adopt resolutions approving a Notice of Exemption and a Design Review.

Pacific and Midas Apartments Project

CEQA Guidelines Section 15183 Consistency Analysis and Checklist

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July 2026

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1. INTRODUCTION AND PURPOSE

1.1. PROJECT SUMMARY

The proposed Project consists of the development of a 100 percent affordable multifamily residential community on an approximately 7.19-acre site located north of Midas Avenue and west of Pacific Street in the City of Rocklin. The Project would construct approximately 281 residential units within three four-story buildings, resulting in a density of approximately 39 dwelling units per acre. Proposed improvements include surface parking, internal circulation and fire access, landscaping, recreational amenities, utility infrastructure, stormwater facilities, and frontage improvements along Pacific Street and Midas Avenue.

1.2. PURPOSE

This Consistency Analysis and Checklist evaluates the potential environmental effects associated with construction and operation of the Pacific and Midas Residential project (proposed Project) against the City of Rocklin General Plan Environmental Impact Report (GP EIR) (State Clearinghouse Number [SCH] No. 2008072115), to determine if it is eligible for California Environmental Quality Act (CEQA) streamlining under Section 15183, *Projects Consistent with a Community Plan or Zoning*, of the CEQA Guidelines. The proposed Project is being processed through the following development applications:

- **Design Review.** In accordance with Chapter 17.72.020 (Design Review-When Required) of the Rocklin Municipal Code, the proposed Project will require Design Review approval from the City of Rocklin.
- **Oak Tree Preservation Permit.** In accordance with Chapter 17.77.100 (Oak Tree Preservation Guidelines) of the Rocklin Municipal Code, the proposed Project will require an Oak Tree Preservation Permit from the City of Rocklin.

1.3. OVERVIEW OF CEQA GUIDELINES SECTION 15183

As set forth in California Public Resources Code (PRC) Section 21083.3(b) and CEQA Guidelines Section 15183(a), projects that are "consistent with the development density established by the existing zoning, community plan or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." CEQA Guidelines Section 15183(c) further states that "[i]f an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards […] then an additional EIR need not be prepared for the project solely on the basis of that impact."

In *Wal-Mart Stores, Inc. v. City of Turlock, 138 Cal.App.4th 273 (2006)*, the court interpreted the terms "peculiar to" and "project-specific" as used in CEQA Guidelines Section 15183. The court explained that an environmental effect is peculiar to a project if the physical change "belongs exclusively or especially to" that project or is "characteristic of only" that project. The court then stated, "The foregoing construction of the terms 'peculiar to' and 'project-specific' promotes efficiency by reducing delay and needless paperwork and, therefore, is consistent with the purpose underlying the streamlined review of Guidelines section 15183."

Similarly, in *Gilroy Citizens for Responsible Planning v. City of Gilroy*, 140 Cal.App.4th 911 (2006), the court upheld the City's reliance on CEQA Guidelines Section 15183 where the project's air quality impacts had already been analyzed in the applicable General Plan EIR and there were no project-specific characteristics that made the prior analysis inadequate. The court recognized that, under Section 15183, the project's air quality effects required no further project-level environmental analysis because those effects had already been evaluated at the program level. This supports the use of Section 15183 as an exemption from additional environmental review for impacts that are not peculiar to the project or its site and that were adequately addressed in the prior EIR.

Section 15183 implements Public Resources Code Section 21083.3, which courts have described as a statutory exemption from CEQA. More recently, the court in *Hilltop Group, Inc. v. County of San Diego* explained that Guidelines Section 15183 "effectuates the statutory exemption in section 21083.3" and therefore functions as a CEQA statutory exemption. The court also clarified that Section 15183 may operate as a partial exemption, limiting additional environmental review to effects that are peculiar to the project or its site, were not adequately addressed in the prior EIR, or are otherwise subject to further review under Section 15183. Accordingly, the use of the term "exemption" in this Consistency Analysis is appropriate..

1.4. INTENT OF CEQA GUIDELINES SECTION 15183

CEQA Guidelines Section 15183 may apply to exempt projects from additional environmental review that are consistent with the development density established by existing General Plan and zoning for which an Environmental Impact Report (EIR) was certified. Further, the exemption provides that if an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for the project solely on the basis of that impact.

CEQA Guidelines Section 15183 specifies that examination of environmental effects shall be limited to those effects that:

1. Are peculiar to the project or the parcel on which the project would be located;
2. Were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent;
3. Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action; or
4. Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

CEQA Guidelines Section 15183(i)(2) states that, "For the purposes of this section, 'consistent' means that the density of the proposed Project is the same or less than the standard expressed for the involved parcel in the general plan, community plan or zoning action for which an EIR has been certified, and that the project complies with the density-related standards contained in that plan or zoning. Where the zoning ordinance refers to the general plan or community plan for its density standard, the project shall be consistent with the applicable plan." This Consistency Analysis and Checklist is used to provide substantial evidence that the proposed Project qualifies for the Section 15183 exemption.

Specifically, the Project qualifies for the exemption because the following findings can be made:

1. **The Project is consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified.** The proposed Project would develop 281 multi-family units within three 4-story buildings. On August 26, 2025, the City of Rocklin approved GPA2024-0001 and Resolution No. 2025-191 which changed the land use designation of the Project site from Mixed Use (MU) to High Density Residential (HDR). The Mixed Use designation allows for residential development at a density between 10 -40 dwelling units per acre. The site is currently zoned Planned Development Residential – 33 dwelling units per acre (PD-33) by the zoning map, which allows flexible, master-planned development of a site using customized standards and a mix of uses to achieve creative design, preserve open space, and ensure coordinated, large-scale development. The Project site is also within a Residential Minimum Density Overlay (RES-24+) which mandates that residential development on designated parcels be constructed at a minimum density of 24 dwelling units per acre, supporting high-density multifamily housing. The proposed development, including the density bonus units, would result in a density of 39 dwelling units per acre and is consistent with the residential land use and development intensity analyzed in the GP EIR and zoning framework.
2. **There are no Project-specific effects which are peculiar to the Project or its site.** The Project site is currently vacant and undeveloped, and surrounded by mixed use and commercial development to the south, east, and west and railroad tracks followed by industrial uses to the north. The site does not contain any sensitive or unique environmental features that would result in unusual environmental effects. The proposed Project would not result in any site-specific effects that differ from those analyzed in the GP EIR. The proposed Project includes typical residential infrastructure improvements, such as private streets, sidewalks, drainage basins, utility connections, and landscaped open space, consistent with nearby development.
3. **There are no significant effects which were not analyzed in the GP EIR.** As further detailed in the CEQA Consistency Analysis and Checklist, the potential environmental impacts of the proposed Project were adequately addressed in the GP EIR. The GP EIR identified that the GP would have significant and unavoidable environmental effects related to aesthetics, air quality, biological resources, cultural resources, climate change and greenhouse gas emissions, noise, and transportation. The proposed Project would not result in new or more severe impacts than those previously analyzed.
4. **There are no potentially significant off-site and/or cumulative impacts that were not evaluated in the GP EIR.** The proposed Project is consistent with the density and land use characteristics of the development considered by the GP EIR and would represent a small part of the growth that was forecasted for build-out of the GP. The GP EIR considered the incremental impacts of the Project, and, as explained further in the CEQA Consistency Analysis and Checklist below, no potentially significant off-site or cumulative impacts have been identified, which were not previously evaluated.
5. **There is no substantial new information which would result in more severe impacts than anticipated in the GP EIR.** There is no new information of substantial importance that would change the conclusions of the GP EIR. The physical conditions of the site and surrounding area remain consistent with what was analyzed in 2011. There have been no substantial changes to the regulatory framework that would result in new or more severe impacts. As demonstrated in the CEQA Consistency Analysis and Checklist, the proposed Project does not introduce new impacts or increase the severity of previously disclosed impacts.

6. **The Project will implement applicable Mitigation Measures identified in the GP EIR.** As explained in the Consistency Analysis below, the proposed Project will undertake feasible Mitigation Measures specified in the GP EIR through Project design, compliance with regulations and ordinances, the Project's Conditions of approval, and City permit processing.

1.5. GENERAL PLAN UPDATE PROGRAM EIR AND HOUSING ELEMENT ADDENDUM

On October 10, 2012, the City Council certified the City of Rocklin General Plan Draft EIR SCH No. 2008072115 (GP EIR) and adopted the City of Rocklin General Plan Update (General Plan). [https://www.rocklin.ca.us/post/draft-general-plan-update-environmental-impact-report-0].

On August 26, 2025, the City Council approved the Addendum to the General Plan 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for RHNA by Resolution No. 2025-190.

1.6. DETERMINATIONS

In each of the environmental topics, the proposed Project impacts are compared to the impacts as disclosed in the GP EIR. In all instances, the proposed Project's impacts must be less than, or equal to, the environmental impacts disclosed in the GP EIR. If the impact is potentially greater than disclosed in the GP EIR, Section 15183(f) of the CEQA Guidelines allows the City to apply previously adopted "uniformly applied development policies or standards" that will "substantially mitigate that environmental effect when applied to future projects." If the impact cannot be mitigated to less than significant, this exemption cannot be used to consider the proposed Project.

1.7. GENERAL PLAN MITIGATION MEASURES

The GP EIR contains several mitigation measures that are designed to address a wide range of project types. Each proposed Project is unique and may not need the full list of mitigation measures adopted as part of the GP EIR. If a GP EIR mitigation measure is not needed, this fact will be reported in the analysis, with evidence explaining why the measure does not apply to the proposed Project. Likewise, if the technical studies prepared for the proposed Project suggest applicable mitigation measures that are generated from, and build upon the mitigation framework established in the GP EIR, they will be discussed in the relevant sections. All mitigation measures will be included as conditions of approval and in a Mitigation Monitoring and Reporting Program (MMRP) if the proposed Project is approved.

1.8. UNIFORMLY APPLIED REGULATIONS

In accordance with CEQA Guidelines Section 15183, the Project is subject to numerous uniformly applied development policies, standards, and regulations adopted by the City of Rocklin and other applicable regulatory agencies that were considered in the environmental analysis of the City of Rocklin General Plan EIR. These requirements are applied consistently to qualifying development projects throughout the City and serve to avoid, minimize, or mitigate potential environmental impacts associated with project implementation. Applicable regulations include:

California Building Standards Code Title 24-Structural and Seismic Standards. The proposed Project would be required to comply with the California Building Standards Code (California Code of Regulations [CCR], Title 24), including Part 2 (California Building Code), which establishes structural design and seismic safety requirements for buildings. These standards require structures to be designed to withstand seismic forces, incorporate appropriate foundation systems, and address site-specific geotechnical conditions.

California Endangered Species Act (CESA). The proposed Project would be required to comply with the California Endangered Species Act, which prohibits unauthorized take of State-listed threatened, endangered, and candidate species and requires consultation and/or take authorization from CDFW where impacts to such species could occur.

California Fish and Game Code Section 1602. The proposed Project would be required to comply with CDFW streambed alteration requirements if Project activities would substantially divert or obstruct the natural flow of, substantially change the bed, channel, or bank of, or deposit material into a stream, lake, or other feature subject to CDFW jurisdiction.

City of Rocklin Municipal Code Chapter, 17.96: *Density Increase Incentive Program*. City of Rocklin Development Code Chapter 17.96: Density Increase Incentive Program.

Implements the State Density Bonus Law (California Government Code Section 65915 et seq.) and allows eligible residential projects to receive density increases, concessions, and development standard waivers to facilitate affordable housing. The program ensures that such incentives are applied in a manner consistent with State law while maintaining compatibility with surrounding development through applicable design and development standards.

City of Rocklin Municipal Code Chapter 17.77. Oak Tree Preservation. The proposed Project would be required to comply with the City of Rocklin Oak Tree Preservation Ordinance, which regulates the removal of protected native oak trees and encroachment into protected oak tree zones. Compliance may include preservation, replacement planting, payment into the Rocklin Oak Tree Preservation Fund, dedication of land, or other requirements determined through the City's development review process.

City of Rocklin Municipal Code Chapter 15.04.010: Building Code. The proposed Project would be required to comply with the City's adopted Building Code, as outlined in Rocklin Municipal Code Chapter 15.04. This section adopts the most recent edition of the California Building Standards Code (Title 24), along with any local amendments, to ensure safe and structurally sound development. All building plans would be subject to plan check and permit review by the City's Building and Safety Division to confirm compliance with applicable structural, electrical, plumbing, mechanical, fire safety, and energy efficiency standards. Adherence to these requirements would ensure that all new construction meets current safety and performance codes.

City of Rocklin Municipal Code Chapter 15.28: Grading, Erosion and Sediment Control. The proposed Project would be required to comply with Chapter 15.28, which requires preparation and approval of grading and erosion control plans and implementation of measures to minimize soil erosion and loss of topsoil during construction activities.

City of Rocklin Municipal Code Section 15.04.050: Fire Code. Adopts the 2025 edition of the California Fire Code (California Code of Regulations, Title 24, Part 9), including Fire-Flow Requirements for Buildings,

Fire Hydrant Locations and Distribution, and Fire Apparatus Access Roads, and establishes minimum fire safety requirements applicable to all development. These standards address fire apparatus access, water supply, construction materials, vegetation management, and other fire prevention measures. Compliance is required for all projects and enforced by the Rocklin Fire Department.

City of Rocklin Municipal Code Chapter 8.30: Stormwater Runoff Pollution Control Ordinance. The Project would be required adhere to the City's Stormwater Runoff Pollution Control Ordinance to protect water quality by regulating discharges into the municipal separate storm sewer system (MS4) and local waterways. The ordinance is intended to ensure compliance with the federal Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit, and applicable State water quality requirements.

City of Rocklin Municipal Code Chapter 15.28: Grading, Erosion and Sediment Control. The Project would be required to prepare and implement grading and erosion control plans to minimize soil erosion, sedimentation, and runoff during construction.

City of Rocklin Municipal Code Chapter 15.16: Flood Hazard Ordinance. The Project would be required to comply with the City's flood hazard regulations, which govern development within flood-prone areas and ensure that development does not increase flood hazards or impede flood flows.

City of Rocklin Municipal Code Section 9.52.030: Noise Standards. The proposed Project would be required to comply with the City of Rocklin noise standards regulating construction and operational noise levels. Compliance with these standards would be ensured through the City's permitting and plan check review process.

City of Rocklin Municipal Code Section 3.16.410: Park Improvement Impact Fee. A development impact fee is established and collected at the time of building permit issuance for all residential development in the City to fund park facility improvements and expansions needed to serve new growth. The adopted fee study identifies the facilities to be funded and ensures that new development contributes its fair share toward park infrastructure.

City of Rocklin Municipal Code Section 3.16.420: Trails Impact Fee. A development impact fee is established on issuance of all building permits for residential development in the city to pay for trail facility improvements. The fee study dated April 18, 2022, identifies the facilities to be funded by the fee.

City of Rocklin Municipal Code Section 3.16.430: Community and Recreation Facilities Impact Fee. A development impact fee is established on issuance of all building permits for residential development in the city to pay for community and recreation facility improvements. The fee study dated April 18, 2022, identifies the facilities to be funded by the fee.

City of Rocklin Municipal Code Chapter 13.08: Solid Waste and Construction Refuse Collection. Requires adequate on-site solid waste and recycling facilities and regular collection services to ensure proper handling and disposal of refuse.

Clean Water Act Sections 401 and 404. The proposed Project would be required to comply with applicable federal requirements regulating the discharge of dredged or fill material into waters of the United States, if such resources are determined to be present or affected by Project activities.

Federal Endangered Species Act (FESA). The proposed Project would be required to comply with the Federal Endangered Species Act, which prohibits unauthorized take of federally listed threatened and endangered species and requires consultation and/or take authorization where impacts to federally listed species could occur.

Migratory Bird Treaty Act (MBTA) and California Fish and Game Code Sections 3503, 3503.5, and 3513. The proposed Project would be required to comply with the MBTA and California Fish and Game Code provisions protecting native birds, raptors, migratory birds, active nests, and eggs. Compliance may require avoidance of vegetation removal during the nesting season or pre-construction nesting bird surveys and appropriate avoidance buffers if construction occurs during the nesting season.

Municipal Separate Storm Sewer System (MS4) Permit Requirements. The Project would be required to comply with applicable MS4 permit requirements for post-construction stormwater management, including incorporation of site design, source control, and treatment control BMPs to reduce pollutants in stormwater runoff.

PCAPCD Rule 228 – Fugitive Dust. Requires implementation of dust control measures for construction activities capable of generating fugitive dust, including stabilization of disturbed areas, pre-watering, limiting vehicle speeds on unpaved surfaces, covering haul trucks, preventing track-out onto public roadways, and suspending grading during high wind conditions. Ensures particulate matter emissions (PM_{10} and $PM_{2.5}$) are minimized and do not result in visible emissions beyond the project boundary.

PCAPCD Rule 205 – Nuisance. Prohibits the discharge of air contaminants, including odors, in quantities that cause injury, detriment, nuisance, or annoyance to a considerable number of persons or the public. Provides regulatory enforcement to address objectionable odors and protect nearby sensitive receptors.

PCAPCD Rule 218 – Architectural Coatings. Limits volatile organic compound (VOC) content in paints and coatings used during construction and operation to reduce emissions that contribute to ozone formation and regional air quality degradation.

Placer County Flood Control and Water Conservation District (PCFCWCD) Flood Control Manual. The proposed Project would be required to design drainage improvements in accordance with PCFCWCD standards to ensure that post-development runoff does not exceed pre-development conditions and that downstream drainage systems are not adversely impacted.

Porter-Cologne Water Quality Control Act. The proposed Project would be required to comply with applicable State water quality requirements regulating discharges to waters of the State, if such resources are determined to be present or affected by Project activities.

State Water Resources Control Board Construction General Permit (NPDES). The proposed Project would be required to obtain coverage under the Construction General Permit and prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) to minimize pollutants in stormwater runoff during construction through Best Management Practices (BMPs).

Title 24, Energy Efficiency and Green Building Standards. The Project is required to be designed in accordance with the applicable Title 24 Energy Efficiency Standards and CALGreen standards (California Code of Regulations [CCR], Title 24, Part 6 and Part 11). These standards are updated, nominally every three years, to incorporate improved energy efficiency technologies and methods.

2022 California Green Building Standards Code, Title 24, Part 11 (CALGreen). Section 5.408.1.1 Construction waste management plan. Newly constructed projects and additions and alterations to existing buildings shall recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition debris in accordance with Section 5.408.1.1.

2. EXISITING CONDITIONS

2.1. PROJECT LOCATION

The Project site is within the southeastern portion of the City of Rocklin, Placer County, California. The Project site is located north of Midas Avenue, west of Pacific Street, and east of the Union Pacific train tracks in the City of Rocklin, Placer County, California. Regional access to the site is provided by Interstate 80 and State Route 65, while local access is provided by Pacific Street, Midas Avenue, and surrounding city streets. The site is located within a developed urban area of Rocklin and is served by existing transportation infrastructure. The Project site and surrounding area are shown in Figure 2-1, *Regional Location*, and Figure 2-2, *Local Vicinity*.

2.2. EXISTING LAND USE

The Project site encompasses 7.19 gross acres. The Project site consists of five parcels identified by Assessor's Parcel Numbers (APNs) 010-010-017, 010-040-040, 010-010-016, 010-010-029, and 010-010-028 and has an address of 4770 Pacific Street. The Project site primarily consists of vacant land. The Project site is relatively flat with a slight slope from the southwest to northeast; on average the elevation is approximately 265 feet above mean sea level (AMSL). Existing access to the Project site is provided by either Midas Avenue or Pacific Street. The Project site's existing conditions are shown in Figure 2-3, *Aerial View*.

2.3. EXISTING GENERAL PLAN LAND USE AND ZONING DESIGNATIONS

On August 26, 2025, the City of Rocklin approved GPA2024-0001 and Resolution No. 2025-191 which changed the land use designation of the Project site from Mixed Use (MU) to High Density Residential (HDR). The City of Rocklin General Plan Land Use Element states that the HDR land use is meant to provide areas for multifamily homes, conveniently near commercial uses, employment centers, arterial and collector streets, and other intensive uses.

Effective July 13, 2017, the parcels that are part of the Project site are considered part of the Rocklin Gateway General Development Plan and are zoned Planned Development Residential – 33 dwellings per acre (PD-33), per Ordinance No. 1068. Furthermore, on September 9, 2025, the City of Rocklin approved Ordinance No. 1192, which applied the Residential Minimum Density Overlay district to the alternative sites identified for inclusion in the City's Regional Housing Needs Allocation (RHNA); the Project site is among the parcels included in the RHNA. Thus, per Ordinance No. 1068 and Ordinance No. 1192, the Project site is zoned Planned Development – 33 dwellings per acre (PD-33) with a Residential Minimum Density Overlay of 24 dwelling units per acre (RES-24+). The PD-33 zoning allows for flexible, master-planned development of a site using customized standards and a mix of uses to achieve creative design, preserve open space, and ensure coordinated, large-scale development. The RES-24+ overlay mandates that residential development on designated parcels be constructed at a minimum density of 24 dwelling units per acre, supporting high-density multifamily housing.

The Project site's existing land use designation is shown in Figure 2-4, *Existing General Plan Designation*, and the existing zoning designation is shown in Figure 2-5, *Existing Zoning Designation*.

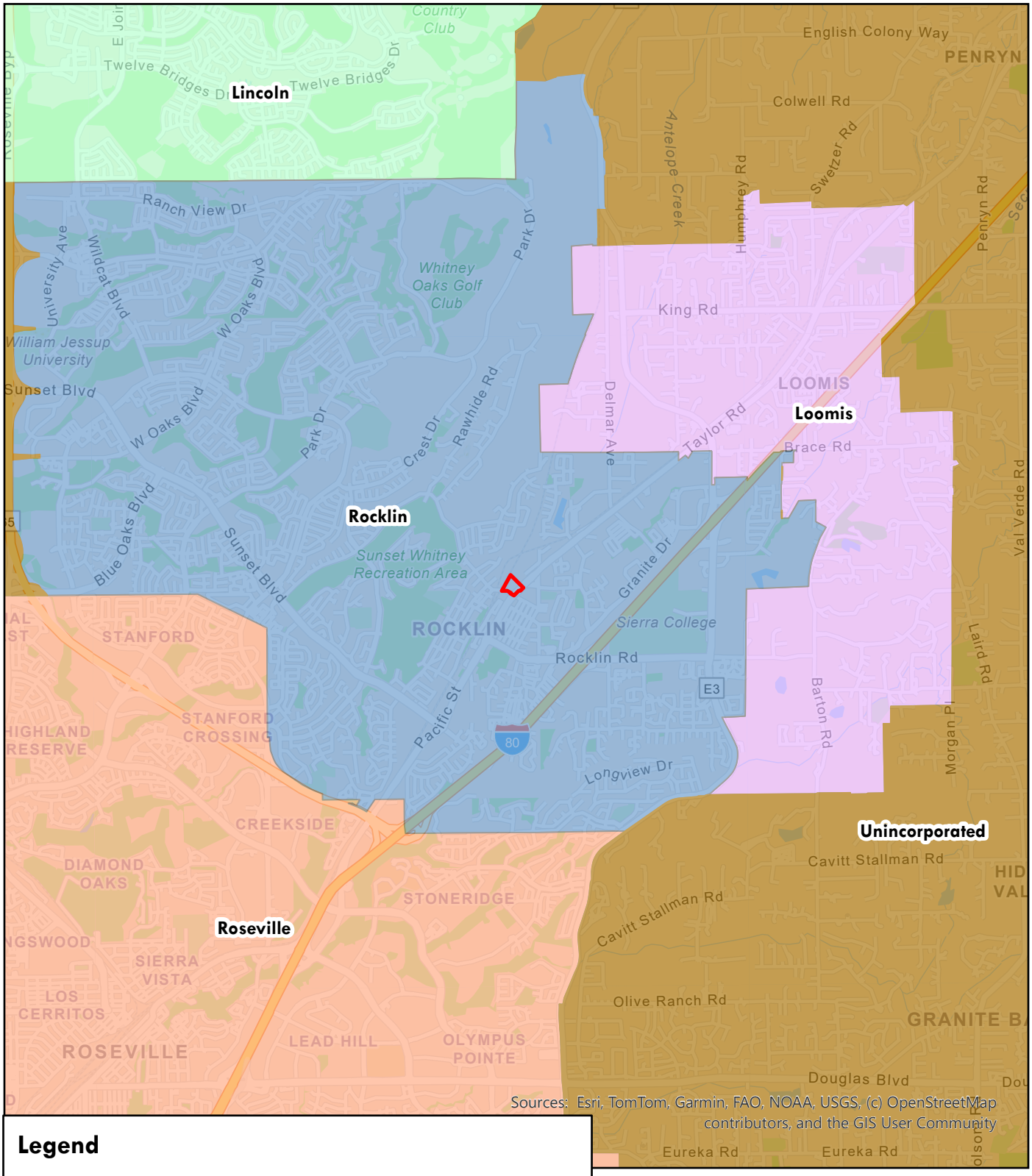
2.4. SURROUNDING LAND USES

The existing land use, General Plan land use designation, and zoning for surrounding parcels are described in Table 1-1, *Surrounding Existing Land Use, General Plan Designations, and Zoning Designations*.

Table 1-1: Surrounding Existing Land Use, General Plan Designations, and Zoning Designations

	Existing Land Use	General Plan Designation	Zoning Designation
North	Light industrial and retail businesses, Union Pacific Railroad tracks	Light Industrial (LI); Retail Commercial (RC)	Planned Development Light Industrial (PD-LI); Unclassified (UN)
South	Retail businesses, auto repair shop, driving school	Mixed Use (MU); High Density Residential (HDR)	Limited General Retail and Service Commercial Residential 24+(C-4/RES24+); General Retail Services Commercial Mixed Use 10+ (C-4/MU10+); Retail Business Residential 24+ (C-2/RES24+); Retail Business (C-2)
East	RV dealership, carwash, mobile home park	Medium Density Residential (MDR); Mixed Use (MU); Retail Commercial (RC)	General and Service Commercial Zone Mixed Use 24+ (C-3/MU24+); General and Service Commercial Zone (C-3); Residential Single Family 5,000 SF Minimum Lots (R1-5)
West	Union Pacific Railroad tracks; single-family homes	Retail Commercial (RC); Medium Density Residential (MDR); High Density Residential (HDR)	Unclassified (UN); Unclassified Residential 24+ (UN/RES 24+); Residential Single Family 5,000 SF Minimum Lots (R1-5)

Figure 2-1: Regional Location



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Figure 2-2: Local Vicinity



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Figure 2-3: Aerial View



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Legend

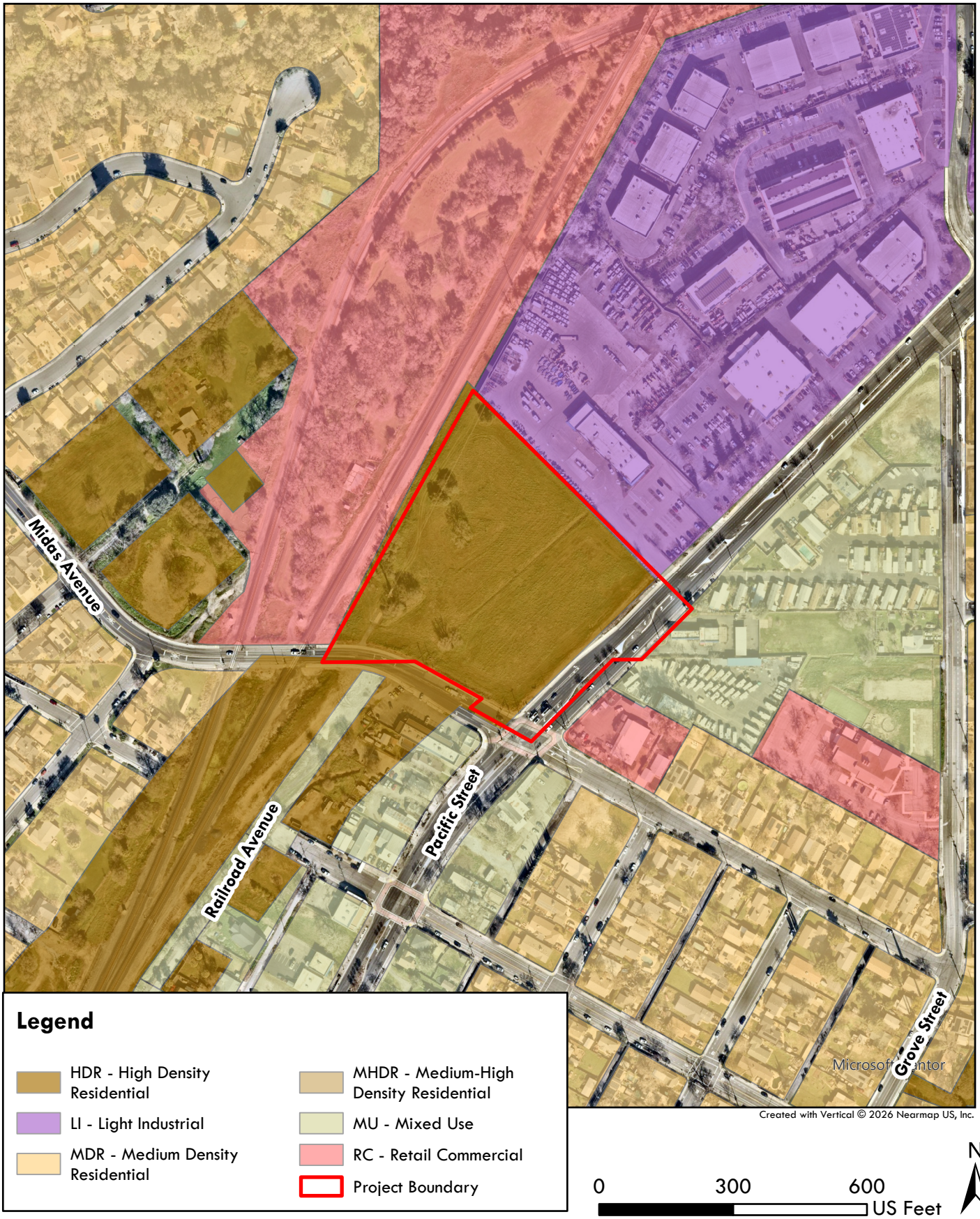
Project Boundary

0 125 250 US Feet

N

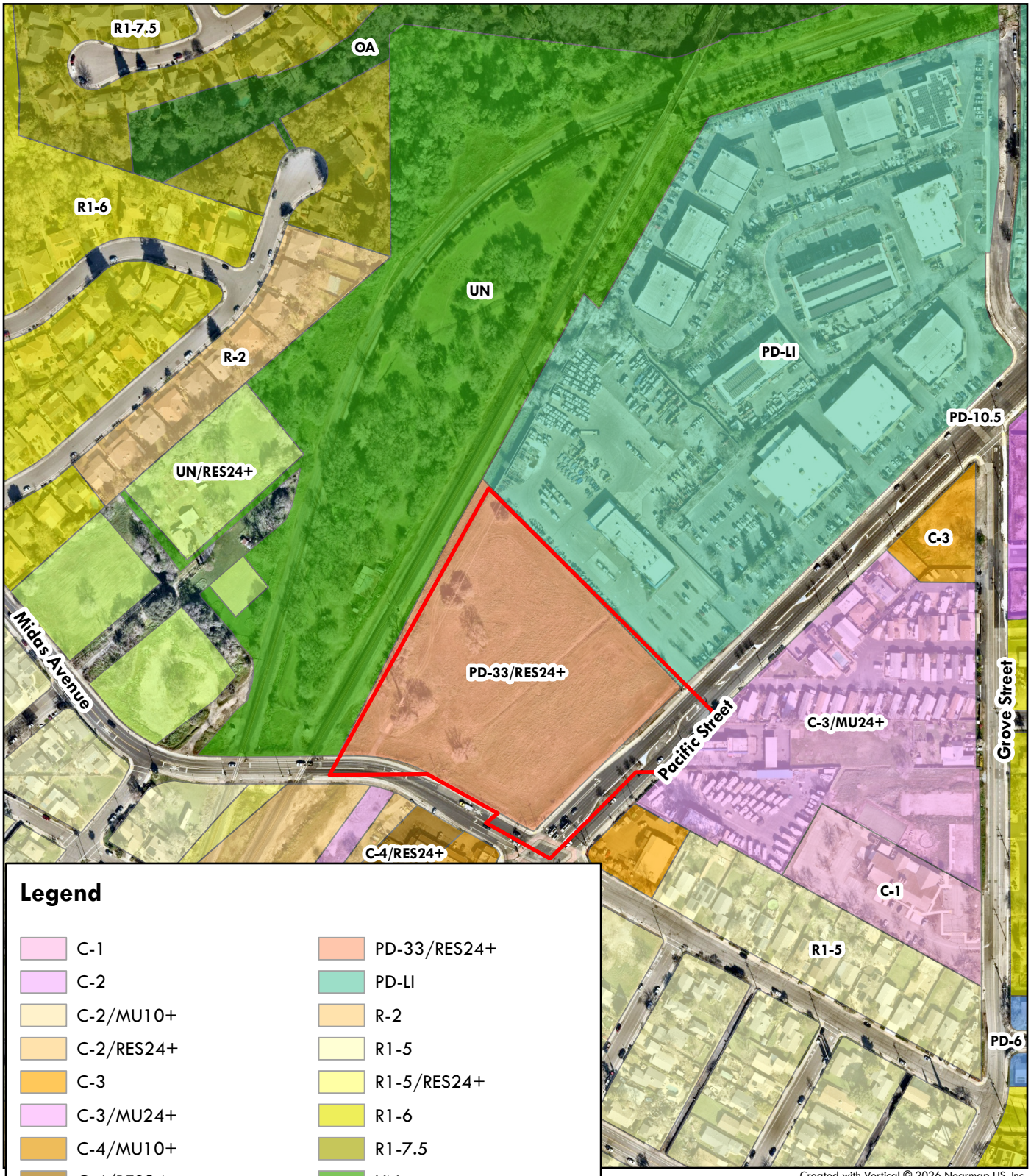
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Figure 2-4: Existing General Plan Land Use Designations



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Figure 2-5: Existing Zoning



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3. PROJECT DESCRIPTION

3.1. PROJECT OVERVIEW

Waterford Property Company (Applicant) is requesting approval from the City of Rocklin for a Design Review Approval to allow for a 100 percent affordable multifamily community with approximately 281 units in three four-story buildings on 6.2 net acres (7.2 gross acres). The Project would be developed on currently vacant land. Planned improvements include site grading, surface parking, internal circulation, fire access, a playground, landscaped courtyard, and community facilities such as a clubhouse, lounge, laundry rooms, and fitness room. The Project design concept is illustrated in Figure 3-1, *Conceptual Site Plan*.

State Housing Laws

The proposed Project may utilize the provisions of the California Housing Crisis Act of 2019 Senate Bill 330 (SB 330), which establishes procedures intended to facilitate the development of housing. Under SB 330, housing development projects may submit a preliminary application that establishes the development standards, fees, and ordinances applicable to the project at the time the application is deemed complete. The provisions of SB 330 provide certainty regarding the development standards applicable to the project after the preliminary application has been submitted. The proposed Project would remain subject to applicable zoning regulations, design review, and environmental review by the City of Rocklin.

3.2. PROJECT FEATURES

Residential Development Summary

The proposed Project would construct approximately 281 multifamily residential units on the approximately 7.19 gross-acre site, which would result in a density of approximately 39 dwelling units per acre. Buildout of the Project site would result in a total building area of 262,648 square feet (SF). The Project is intended to provide affordable housing and is subject to the City's Residential Minimum Density Overlay (RES-24+), which requires a minimum density of 24 dwelling units per acre.

The residential development is anticipated to consist of three apartment buildings up to four stories in height arranged around internal circulation and open space areas. The buildings would provide family-oriented residential units and associated amenities, including playground areas, landscaped open space, and community facilities. The structures are expected to be wood-frame construction on conventional foundations and supported by surface parking areas and internal drive aisles. The residential units would each have one to three bedrooms and range from 559 to 1,026 net square feet (SF). Table 2-1 provides a summary of the proposed residences. The proposed building elevations shown on Figure 3-2a, *Building Type A Elevations, and* Figure 3-2b, *Building Type B Elevations*.

Table 2-1: Residential Unit Summary

Building	Gross Area	1 Bed	2 Bed	3 Bed	Number of Units
A	64,800 SF	36	22	16	74
A	64,800 SF	36	22	16	74
B	132,780 SF	38	49	46	133

Access and Parking

Access to the proposed Project would be provided from Pacific Street and Midas Avenue, which front the site and serve as the primary points of vehicular and emergency access. The site circulation system would be designed to allow vehicles, including fire apparatus, to enter from either frontage and travel through the site via a continuous internal drive aisle.

Internal circulation would consist of private drive aisles and parking areas providing access to residential buildings, parking areas, and service areas. Pedestrian pathways would connect building entrances, parking areas, and common open space amenities throughout the site.

No new public streets are proposed. Improvements along the Project frontage would include curb, gutter, sidewalks, and accessible pedestrian connections consistent with City standards. Parking areas would be located primarily behind the street-facing buildings to maintain an active streetscape along Pacific Street and Midas Avenue.

The proposed Project would include a total of 356 parking spaces. The internal circulation layout is designed to support safe vehicle maneuvering, emergency access, and pedestrian connectivity while accommodating site constraints, including grade changes and utility easements..

Landscape and Recreational Facilities

The proposed Project would include approximately 72,485 SF of landscaping that would cover approximately 23.14 percent of the site, as shown in Figure 3-3, *Conceptual Landscape Plan*. Proposed landscaping would include variety of trees, shrubs, and groundcover species consisting of drought-tolerant and water-efficient plant materials consistent with City of Rocklin landscaping requirements throughout the Project site.

The proposed Project would develop 13,020 SF in common open space integrated throughout the site that would provide recreational opportunities to residents. These areas would include landscaped courtyards, a playground, and outdoor gathering spaces. A clubhouse located within the central residential building would provide indoor community space including lounge areas, and additional resident amenities would include a fitness room and community laundry facilities. Outdoor open space areas are designed to encourage resident interaction and provide usable recreational space.

Fencing and Walls

The proposed Project would install walls and fencing throughout the Project site The proposed Project would include an existing 8-foot concrete masonry unit (CMU) wall on the northern part of the Project

site, install a retaining wall on the west side of the Project site that borders the train tracks, install a second retaining wall on the eastern portion of the Project site bordering Pacific Street, and install a small segment of 6- to 8-foot metal tubular fencing connecting the CMU wall to the west retaining wall.

Infrastructure Improvements

Water and Sewer

The proposed Project would be serviced by Placer County Water Agency (PCWA) for water supply. The proposed Project would install new on-site connections to the PCWA water mains located within Pacific Street and Midas Avenue. Within the Project site, 6-inch domestic water lines would be installed to distribute potable water throughout the site, with 4-inch branch lines serving individual buildings.

The proposed Project would also install new on-site connections to the 8-inch South Placer Municipal Utility District (SPMUD) sanitary sewer infrastructure. Within the Project site, 8-inch private sanitary sewer lines would be installed, with smaller lateral connections serving individual buildings.

Drainage

The proposed Project would collect drainage via drop inlets and catch basins, which would convey stormwater through a network of on-site storm drain infrastructure to proposed stormwater detention facilities located throughout the Project site. These facilities are designed to temporarily store and regulate runoff prior to discharge to downstream drainage systems. Existing drainage patterns across the site, including on-site conveyance features directing flows toward Midas Avenue, would be modified as part of site development and incorporated into the proposed storm drain system, with stormwater flows managed through detention facilities to avoid an increase in off-site runoff.

Street Improvements

The proposed Project would require utility connections within the public right-of-way along Pacific Street and Midas Avenue where accessible water and sewer mains are located. Electrical service would be extended from an existing underground PG&E facility located approximately 270 feet along Pacific Street through trenching within an existing public utility easement to serve the Project site.

Midas Avenue

The proposed Project would include improvements along Midas including the addition of a right turn lane into the proposed western driveway along Midas Avenue. The Project would include additional bike lane striping consistent with the existing bike lane along Midas Avenue and would also install new curb and gutter with a 6-foot sidewalk which would connect to the existing sidewalk along the roadway.

Pacific Street

The proposed Project would include demolition of approximately 303 feet of the existing median along Pacific Street and would implement center turn lane median striping to allow for two-way left turns. The proposed striping would include two solid yellow lines on each side of the median to define the center lane and separate it from through lanes. The Project would also demolish approximately 26-feet of the existing curb, gutter and sidewalk along the Project frontage to reconstruct with a rolled curb and sidewalk to allow for sewer access within the Project site.

3.3. CONSTRUCTION

Construction activities would include site preparation, grading, building construction, paving, and architectural coatings. Demolition activities are not anticipated as the Project site is currently vacant and undeveloped. Grading work is expected to result in approximately 29,625 cubic yards (CY) of cut and 22,570 cubic yards (CY) of fill. Construction is expected to occur over 23 months and would occur within the hours allowable by City of Rocklin Noise Standards Ordinance (Rocklin Municipal Code (RMC) Chapter 9.52), which state that construction activities shall occur only between the hours of 7:00 AM and 7:00 PM on weekdays and 8:00 AM and 7:00 PM on weekends. Table 2-2, *Construction Schedule*, presents the anticipated construction schedule.

Table 2-2: Construction Schedule

Construction Activity	Number of Working Days
Site Preparation	10
Grading	20
Building Construction	630
Paving	20
Architectural Coating	20
Total	**700**

3.4. DISCRETIONARY ACTION CHECKLIST

The following discretionary approvals, permits, and studies from the City of Rocklin are anticipated to be necessary for implementation of the proposed Project:

- Design Review Approval
- Oak Tree Preservation Permit
- Ministerial approvals and permits necessary to execute the proposed Project, including but not limited to grading permit, building permit, etc.

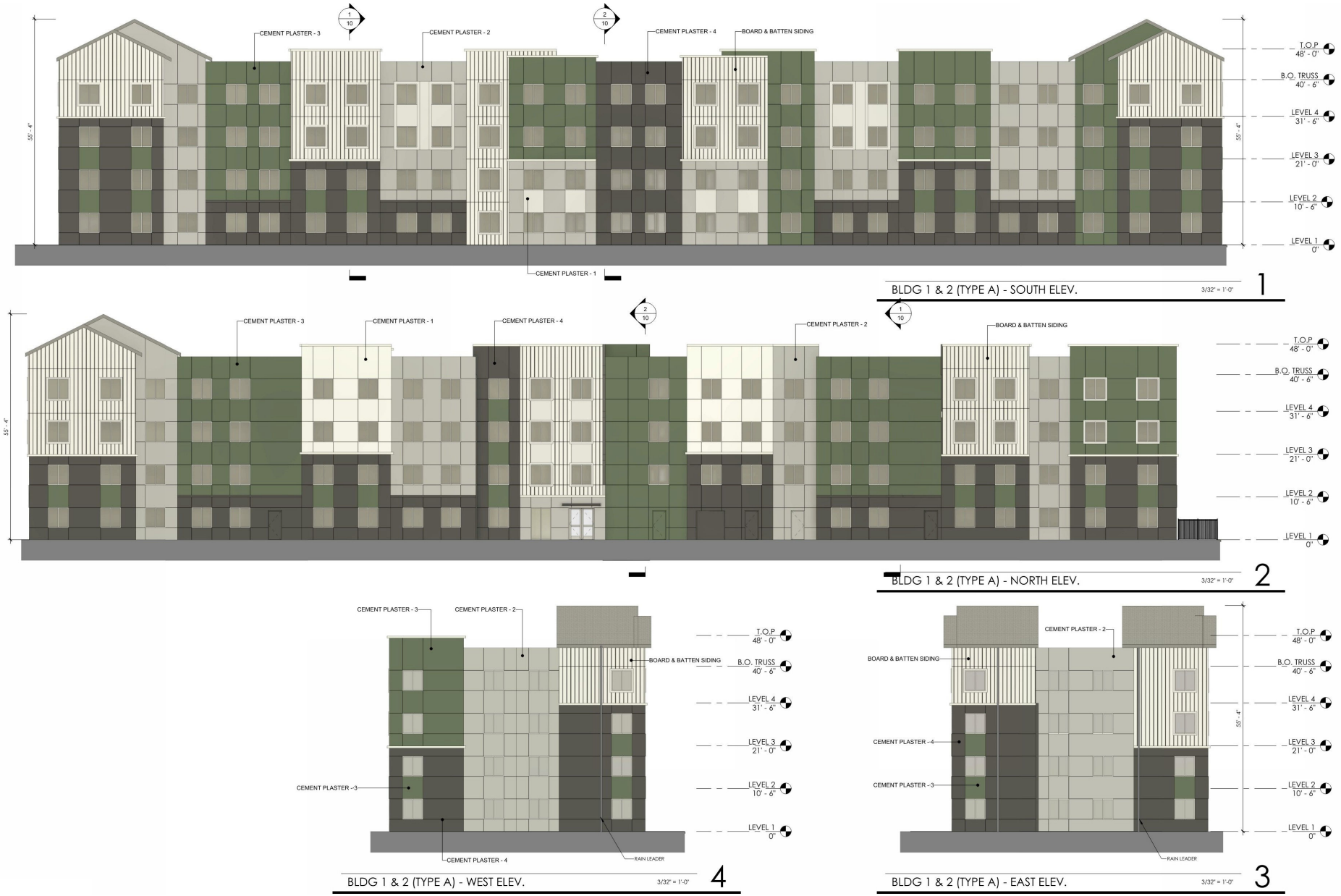
Figure 3-1: Conceptual Site Plan



HRGA
2277 Fair Oaks Boulevard, Studio 220
Sacramento, California 95825
916-993-4800 | www.hrgarchitects.com

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Figure 3-2a: Building Type A Elevations



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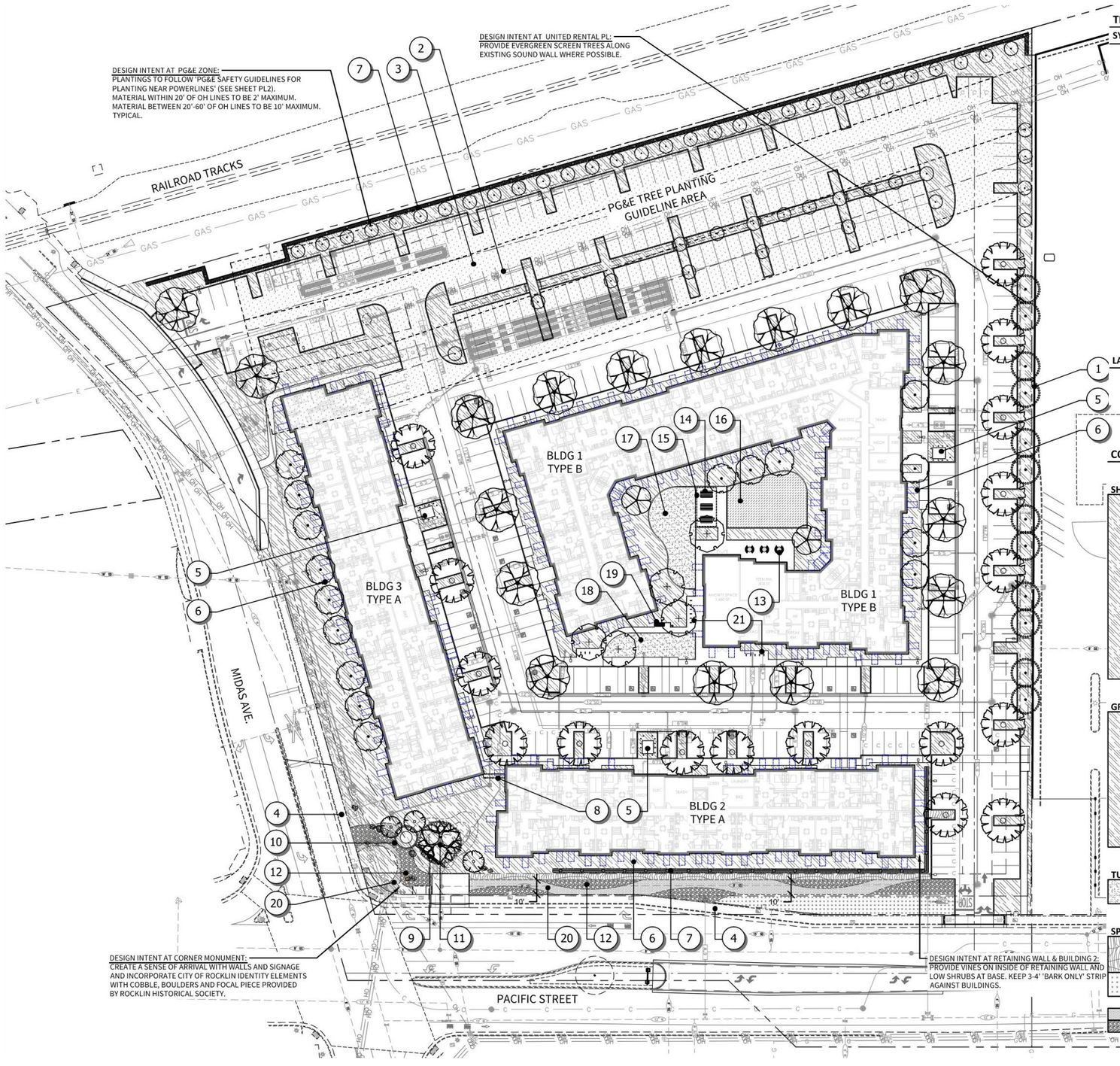
Figure 3-2b: Building Type B Elevations



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Figure 3-3: Conceptual Landscape Plan



TREE SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WATER USE	QTY.
	ACER RUBRUM `REDPOINTE` REDPOINTE MAPLE (40'X20')	15 GAL.	MOD	16
	ACER RUBRUM 'OCTOBER GLORY' OCTOBER GLORY RED MAPLE (40'X35')	15 GAL.	MOD	18
	CHIONANTHUS RETUSUS CHINESE FRINGE TREE (20'X15')	15 GAL.	MOD	2
	COTINUS COGGYGRIA 'ROYAL PURPLE' ROYAL PURPLE SMOKE TREE (15'X15')	15 GAL.	LOW	3
	PODOCARPUS GRACILIOR FERN PINE (40'X20')	15 GAL.	MOD	12
	QUERCUS PHELLOS WILLOW OAK (50'X40')	60" BOX	LOW	1
	TILIA CORDATA `GREENSPIRE` GREENSPIRE LINDEN (40'X25')	15 GAL.	MOD	5
	ULMUS PARVIFOLIA `DRAKE` DRAKE LACEBARK ELM (50'X35')	15 GAL.	MOD	17

LARGE SHRUB SCHEDULE: AT PG&E EASEMENT ONLY

	RHAPHIOLEPIS INDICA 'MAJESTIC BEAUTY' MAJESTIC BEAUTY INDIAN HAWTHORN (10' HIGH & 10' WIDE - TRIMMED TO TREE STD.)	15 GAL.	MOD	50

CONCEPT PLANT SCHEDULE

SHRUB AREA	SIZE
CISTUS X SKANBERGII / CORAL ROCKROSE (3'X6')	5 GAL.
EPILOBIUM CANUM / CALIFORNIA FUCHSIA (18"X3')	5 GAL.
GREVILLEA X `NOELLII` / NOEL GREVILLEA (4'X5')	5 GAL.
RHAMNUS CALIFORNICA `MOUND SAN BRUNO` / CALIFORNIA COFFEEBERRY (5'X8')	5 GAL.
RHAPHIOLEPIS UMBELLATA `MINOR` / DWARF YEDDA HAWTHORNE (4'X4')	5 GAL.
CALLISTEMON VIMINALIS 'LITTLE JOHN' / LITTLE JOHN WEEPING BOTTLEBRUSH (3'X3')	5 GAL.
CISTUS X PURPUREUS / ORCHID ROCKROSE (4'X4')	5 GAL.
DIANELLA TASMANICA 'VARIEGATA' / VARIEGATED FLAX LILY (4'X3')	5 GAL.
DIETES BICOLOR / FORTNIGHT LILY (3'X3')	5 GAL.
LAURUS NOBILIS 'MONRIK' / LITTLE RAGU® SWEET BAY (5'X7')	5 GAL.
LEYMUS CONDENSATUS 'CANYON PRINCE' / CANYON PRINCE GIANT WILD RYE (3'X3')	5 GAL.
LOMANDRA LONGIFOLIA PLATINUM BEAUTY / PLATINUM BEAUTY LOMANDRA (3'X3')	5 GAL.
MUHLENBERGIA RIGENS / DEER GRASS (4'X4')	5 GAL.
PRUNUS CAROLINIANA 'MONUS' TM / BRIGHT 'N TIGHT LAUREL CHERRY (8'X6')	5 GAL.
RHAPHIOLEPIS INDICA 'PINK DANCER' / PINK DANCER INDIAN HAWTHORN (2'X4')	5 GAL.

GROUND COVER AREA	
ACACIA REDOLENS 'LOW BOY' / LOW BOY PROSTRATE ACACIA (2'X8')	1 GAL.
BACCHARIS PILULARIS 'PIGEON POINT' / PIGEON POINT COYOTE BRUSH (2'X8')	1 GAL.
CEANOTHUS G. H. 'DIAMOND HEIGHTS' / DIAMOND HEIGHTS CARMEL CREEPER (12"X5')	1 GAL.
COPROSMA KIRKII 'VERDE VISTA' / VERDE VISTA CREEPING COPROSMAT (3'X6')	1 GAL.
COTONEASTER DAMMERI 'LOWFAST' / LOWFAST BEARBERRY COTONEASTER (8"X6')	1 GAL.
LANTANA MONTEVIDENSIS / PURPLE TRAILING LANTANA (2'X4')	1 GAL.
TEUCRIUM X LUCIDRYS PROSTRATUM / GERMANDER (6"X3')	1 GAL.
DIANELLA REVOLUTA 'DTN03' / BABY BLISS FLAX LILY (12"X12")	1 GAL.
MYOPORUM PARVIFOLIUM `WHITE` / WHITE TRAILING MYOPORUM (6"X6')	1 GAL.
NEPETA X FAASSENII 'LIMELIGHT' / LIMELIGHT CATMINT (8"X2')	1 GAL.
WESTRINGIA FRUTICOSA `MUNDI` / LOW COAST ROSEMARY (18"X5')	1 GAL.

TURF	
TURF SOD - 90/10 TALL FESCUE / FESCUE BLEND	--

SPMUD EASEMENT	
CALLISTEMON VIMINALIS 'LITTLE JOHN' / LITTLE JOHN WEEPING BOTTLEBRUSH	5 GAL.
CISTUS LADANIFER / CRIMSON SPOT ROCKROSE	5 GAL.
RHAPHIOLEPIS UMBELLATA 'MINOR' / DWARF YEDDA HAWTHORN	5 GAL.
TURF SOD - CALIFORNIA NATIVE MOW FREE / DROUGHT TOLERANT FESCUE BLEND BY DELTA BLUEGRASS CO.	--
STABILIZED DECOMPOSED GRANITE OR APPROVE AGGREGATE	--
6" - 12" COBBLE	--

REFERENCE NOTES

CODE	DESCRIPTION
1	EXISTING WALL TO REMAIN. VERIFY IN FIELD.
2	EXISTING OVERHEAD POWERLINES TO REMAIN. VERIFY IN FIELD.
3	EXISTING PG&E OVERHEAD POWERLINE "NO TREE PLANTING" ZONE.
4	EXISTING CONCRETE SIDEWALK TO REMAIN. VERIFY IN FIELD.
5	PROPOSED TRANSFORMER. SEE CIVIL PLANS.
6	PROPOSED LADDER PADS. SEE FIRE ACCESS PLAN.
7	PROPOSED RETAINING WALL WITH OPEN METAL FENCE. SEE CIVIL PLANS.
8	PROPOSED 42" HIGH OPEN METAL FENCE.
9	PROPOSED CORNER MONUMENT SIGN WALL WITH MOUNDED PLANTING.
10	PROPOSED 24" RAISED PLANTER WITH CENTER CONCRETE PAD FOR "FOCAL POINT" EQUIPMENT FROM THE ROCKLIN HISTORICAL SOCIETY. EQUIPMENT TBD.
11	PROPOSED SPECIMEN OAK TREE.
12	PROPOSED COBBLE AND BOULDERS. BOULDERS TO BE SALVAGED AND RETAINED ON SITE DURING CONSTRUCTION.
13	PROPOSED CONCRETE PATIO WITH ROUND PICNIC TABLES (BY OWNER).
14	PROPOSED CONCRETE PATIO WITH RECTANGULAR PICNIC TABLES (BY OWNER).
15	PROPOSED PERGOLA SHADE STRUCTURE (BY OWNER).
16	PROPOSED 2-12 PLAY AREA WITH ENGINEERED FIBAR.
17	PROPOSED OPEN TURF AREA.
18	PROPOSED PET RELIEF AREA WITH TURF AND CONCRETE WALK.
19	PROPOSED BENCH WITH ADJACENT ADA PAD.
20	PROPOSED STABILIZED DECOMPOSED GRANITE OR APPROVED AGGREGATE AT SPMUD SEWER EASEMENT.
21	PROPOSED BIKE RACKS (TYPICAL OF 14).

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4. EXECUTIVE SUMMARY

Through the analysis provided in this Consistency Analysis and Checklist, it is determined that the proposed Project is consistent with the development density related standards established by the General Plan and Development Code for the City of Rocklin. This Consistency Analysis and Checklist evaluates the proposed Project's specific effects which are peculiar to the project or its site.

5. ENVIRONMENTAL CHECKLIST FORM

5.1. BACKGROUND

Project Title: Pacific and Midas Residential Project
Lead Agency Name and Address: City of Rocklin, 3970 Rocklin Rd, Rocklin, CA 95677
Contact Person and Phone Number: David Mohlenbrok, Director; (916) 625-5162
Project Location: The Project site is situated in the southeast portion of the City of Rocklin within Placer County. The Project site is located north of Midas Avenue and west of Pacific Street (APN 010-010-017, 010-040-040, 010-010-016, 010-010-029, and 010-010-028).
Project Sponsor's Name and Address: Waterford Property Company, 100 Bayview Cir Suite 4500, Newport Beach, CA 92660
GP Land Use Designation: High Density Residential
Zoning: Planned Development – 33 dwellings per acre with a Residential Minimum Density Overlay of 24 dwelling units per acre
Project Description: The proposed Project would allow for a 100 percent affordable multifamily community with approximately 281 units in three four-story buildings on 6.2 net acres. The Project would be developed on currently vacant land. Planned improvements include site grading, structured and surface parking, internal circulation, fire access, a playground, landscaped courtyard, and community facilities such as a clubhouse, lounge, laundry rooms, and a fitness room.
Surrounding Land Uses and Setting: Commercial, light industrial, and railroad uses are located north of the Project site. Commercial and mixed-use development is located to the south. Commercial uses are located to the east. The Union Pacific Railroad corridor and single-family residential uses are located to the west.
Other Public Agencies Whose Approval is Required: Central Valley Regional Water Quality Control Board, Placer County Water Agency, South Placer Municipal Utility District, Placer County Air Pollution Control District
Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.? Assembly Bill (AB) 52 (Chapter 532, Statutes of 2014) establishes a formal consultation process for California tribes as part of the CEQA process and equates significant impacts on "tribal cultural resources" with significant environmental impacts (PRC Section 21084.2). AB 52 requires that lead agencies undertaking CEQA review evaluate, just as they do for other historical and archeological resources, a project's potential impact to a tribal cultural resource. In addition, AB 52 requires that lead agencies, upon request of a California Native American tribe, begin consultation prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for

a project. AB 52 does not apply to a Notice of Exemption, such as this CEQA Consistency Analysis and Checklist. As such, AB 52 consultation is not required for this Project.

5.2. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below are peculiar to the project site and would be potentially affected by this project involving at least one impact that is "Less than Significant with Mitigation Incorporated." As allowed by CEQA Section 15183(f), "An effect of a project on the environment shall not be considered peculiar to the project or the parcel for the purposes of this section if uniformly applied development policies or standards have been previously adopted by the city or county with a finding that the development policies or standards will substantially mitigate that environmental effect when applied to future projects, unless substantial new information shows that the policies or standards will not substantially mitigate the environmental effect."

☒	None				
☐	Aesthetics	☐	Agriculture and Forestry Resources	☐	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Energy
☐	Geology and Soils	☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials
☐	Hydrology and Water Quality	☐	Land Use and Planning	☐	Mineral Resources
☐	Noise	☐	Population and Housing	☐	Public Services
☐	Recreation	☐	Transportation	☐	Tribal Cultural Resources
☐	Utilities and Service Systems	☐	Wildfire		

5.3. ENVIRONMENTAL FACTORS CONCLUDED TO BE NO IMPACT IN THE GENERAL PLAN EIR

The GP EIR concluded that development that is consistent with the General Plan would have no impact on the following environmental topics. The numbering below is consistent with the GP EIR impact numbers:

Aesthetics

Impact 4.3.1: Implementation of the proposed project would not have a substantial adverse effect on a scenic vista. [Threshold AES-1]

Impact 4.3.2: Implementation of the proposed project would not substantially damage any scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway. [Threshold AES-2]

5.4. DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this evaluation:

☒	I find that the proposed Project WOULD NOT result in: (1) a project specific impact which is peculiar to the project or its site; (2) a significant impact that was not analyzed as significant in the prior EIR; (3) a potentially significant off-site impact or cumulative impact not discussed in the prior EIR; or (4) a more severe impact due to substantial new information that was not known at the time the prior EIR. NO FURTHER ACTION is required and a Notice of Exemption (Section 15062) will be filed indicating that the Project IS ELIGIBLE for an EXEMPTION under CEQA Guidelines Section 15183.
☐	I find that the proposed Project WOULD NOT result in: (1) one or more significant environmental effects not previously discussed in the certified EIR for the Specific Plan; (2) a substantial increase in the severity of previously identified significant effects; (3) the feasibility of previously rejected Mitigation Measures or alternatives that would substantially reduce one or more significant effects but are not adopted by the City; or (4) new or considerably different Mitigation Measures or alternatives that would substantially reduce one or more significant effects but are not adopted by the City. NO FURTHER ACTION is required and a Notice of Exemption (Section 15062) will be filed indicating that the Project IS ELIGIBLE for an EXEMPTION under CEQA Guidelines Section 15182.
☐	I find that the proposed Project would result in: (1) a project specific impact which is peculiar to the project or its site; (2) a significant impact that was not analyzed as significant in the prior EIR; (3) a potentially significant off-site impact or cumulative impact not discussed in the prior EIR; or (4) a more severe impact due to substantial new information that was not known at the time the prior EIR. I find that FURTHER ENVIRONMENTAL REVIEW is necessary to analyze those effects that are subject to CEQA, and therefore, this Project is NOT ELIGIBLE for an EXEMPTION under CEQA Guidelines Section 15183.
☐	I find that the proposed Project WOULD result in: (1) one or more significant environmental effects not previously discussed in the certified EIR for the Specific Plan; (2) a substantial increase in the severity of previously identified significant effects; (3) the feasibility of previously rejected Mitigation Measures or alternatives that would substantially reduce one or more significant effects but are not adopted by the City; or (4) new or considerably different Mitigation Measures or alternatives that would substantially reduce one or more significant effects but are not adopted by the City. I find that FURTHER ENVIRONMENTAL REVIEW is necessary to analyze those effects that are subject to CEQA, and therefore, this Project is NOT ELIGIBLE for an EXEMPTION under CEQA Guidelines Section 15183.

_____

Signature Date

_____

Printed Name Date

6. ENVIRONMENTAL ANALYSIS

This section provides evidence to substantiate the conclusions in the environmental checklist. The environmental checklist follows the format of CEQA Guidelines Appendix G and evaluates whether the Project would result in potentially significant environmental impacts that would trigger additional review under CEQA Guidelines Section 15183. Each subsection briefly summarizes the conclusions of the GP EIR, and then discusses whether or not the proposed Project is consistent with the findings contained in the GP EIR or if further analysis is required pursuant to CEQA. Mitigation Measures referenced herein are from the GP EIR.

6.1. AESTHETICS

Except as provided in Public Resources Code Section 21099, would the Project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway	☐	☐	☐	☐	☒	☐
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☐	☒	☐

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts that would occur to the visual character of the Planning Area as a result of the future urban development that was contemplated by the General Plan. When previously undeveloped land becomes developed, aesthetic impacts include changes to scenic character and new sources of light and glare (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.3-1 through 4.3-18). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use and the Open Space, Conservation, and Recreation Elements, and include policies that encourage the use of design standards for unique areas and the protection of natural resources, including open space areas, natural resource areas, hilltops, waterways and oak trees, from the encroachment of incompatible land use.

The General Plan EIR concluded that, despite the goals and policies addressing visual character, views, and light and glare, significant aesthetic impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will change and degrade the existing visual character, will create new sources of light and glare and will contribute to cumulative impacts to existing visual character and creation of light and glare. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these cumulative impacts, which were found to be significant and unavoidable.

Project-Specific Impacts

a) Have a substantial adverse effect on a scenic vista?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.3.1 and was determined to have no impact (City of Rocklin, 2011, pp. 4.3-10).

Scenic vistas are generally defined as expansive or panoramic views of visually important features from publicly accessible vantage points. The City of Rocklin GP EIR did not identify any scenic vistas within the City, and the project site is not located within or adjacent to any designated scenic resources or recognized public view corridors.

The project site is currently vacant and located within an urbanized area characterized by a mix of commercial, residential, and transportation-related uses. While development of the proposed project would alter the visual character of the site, it would be consistent with surrounding land uses and subject to applicable development standards under the City's Municipal Code and design guidelines, including height, setback, and site design requirements that regulate visual character and compatibility. The proposed project would not obstruct or degrade any scenic vistas, nor would it introduce visual conditions that differ from those anticipated under General Plan buildout.

The proposed project does not introduce any peculiar site-specific conditions that would result in impacts not previously analyzed in the GP EIR, nor would it result in new or more severe impacts related to scenic vistas. Accordingly, impacts associated with scenic vistas were adequately addressed in the GP EIR, and implementation of the proposed project would not result in any new or substantially greater impacts. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

b) Substantially damage scenic resources, including trees, rock outcroppings, and historic buildings within a State scenic highway?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.3.2 and was determined to have no impact (City of Rocklin, 2011, pp. 4.3-10).

According to Caltrans, there are no designated State Scenic Highways in the vicinity of the project site. The nearest designated scenic highway is located approximately 23 miles from the site, and the project site is not visible from any designated or eligible scenic highway segments.

Given the distance from designated scenic highways and lack of visibility, the proposed project would not have the potential to substantially damage scenic resources within a State Scenic Highway. The proposed project does not introduce any peculiar site-specific conditions that would result in impacts not previously analyzed in the GP EIR. Accordingly, impacts related to scenic resources within a State Scenic Highway were adequately addressed in the GP EIR, and implementation of the proposed project would not result in any new or substantially greater impacts. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.4.4 and was determined to have a significant and unavoidable impact (City of Rocklin, 2011, pp. 4.3-10 through 4.3-13).

The proposed Project is in an urbanized and developing area of the City of Rocklin and is surrounded by existing railways, residential uses, light industrial uses, and commercial uses. The proposed Project would involve development of 281 multifamily residential units on a 7.19-acre site across three four-story buildings, resulting in an overall proposed density of 39.1 dwelling units per acre. As described previously in Section 2.0, *Existing Conditions*, the Project site is designated as High Density Residential in the General Plan and is zoned PD-33 RES 24+.

As described in Section 3.0, *Project Description*, the proposed Project involves commitment to affordable housing. Specifically, the proposed Project would develop a 100 percent affordable multifamily residential community consisting of 137 units affordable to households earning up to 70 percent of Area Median Income (AMI), 56 units affordable to households earning up to 60 percent AMI, 56 units affordable to households earning up to 50 percent AMI, and 29 units affordable to households earning up to 30 percent AMI, in addition to three manager/maintenance units. The proposed Project's density and affordable housing program are therefore consistent with the City's adopted housing policies and applicable residential land use designations.

While the proposed Project may include limited modifications to certain development standards, such as parking design standards, these modifications would be subject to City review and approval through the entitlement and permitting process. The proposed Project would otherwise comply with applicable General Plan land use designations and zoning regulations and would remain consistent with the City's housing and land use objectives.

Consistent with GP EIR policies intended to address visual character, including Policy LU-13 (review of new residential development for compatibility with surrounding neighborhoods), Policy LU-18 (establishment of residential design standards to reduce visual impacts), and Policy LU-54 (ensuring building scale, massing, and design are compatible with existing development), the proposed Project would be subject to the City's Design Review process and applicable development standards, which ensure that building form, height, massing, and architectural design are compatible with surrounding uses.

Although the proposed Project would contribute incrementally to the overall change in visual character associated with continued urban development, this contribution is consistent with the level and type of development anticipated under the General Plan and evaluated in the GP EIR, and would not result in a new or more severe impact than previously identified. Consistent with the GP EIR, impacts related to visual character and scenic quality remain significant and unavoidable at the program level; however, the proposed Project would not result in a new significant impact or substantially increase the severity of the previously identified impact. The proposed Project's incremental contribution to this impact would remain within the scope of impacts previously analyzed in the GP EIR. Impacts would be consistent with those identified in the GP EIR and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional review is required.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.3.4 and was determined to have a significant and unavoidable impact (City of Rocklin, 2011, pp. 4.3-14 through 4.3-16). The project site is currently vacant and located within a developing area characterized by a mix of commercial, residential, and transportation-related uses, which contribute to existing ambient lighting conditions.

The proposed project would introduce new sources of lighting typical of multifamily residential development, including wall-mounted and pole-mounted fixtures. However, all lighting would be required to comply with the City of Rocklin Municipal Code and applicable design review standards, which regulate fixture type, shielding, and light direction to minimize spillover and glare. In addition, the proposed project would be subject to applicable General Plan policies intended to reduce light and glare impacts, including Policy LU-4, which promotes minimizing adverse effects of light and glare and incorporation of dark sky concepts, and Policy LU-18, which establishes residential design standards. Lighting would be designed to be shielded and directed downward to reduce off-site impacts and maintain compatibility with surrounding uses, and the proposed project does not include highly reflective materials that would create substantial glare.

Although the proposed project would incrementally contribute to light and glare in the area, this contribution is consistent with the level and type of development anticipated under the General Plan and

evaluated in the GP EIR. The proposed project does not introduce any peculiar site-specific conditions that would result in new or more severe impacts beyond those previously identified. Accordingly, impacts related to light and glare were adequately addressed in the GP EIR, and implementation of the proposed project would not result in any new or substantially greater impacts. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Cumulative Impacts

As discussed within the GP EIR on page 4.3-16, cumulative development would result in alteration of visual resources by increasing the amount of residential, commercial, retail, industrial, and business professional land uses in the Planning Area. Thus, the GP EIR found that development under the proposed General Plan Update would result in a cumulatively considerable and significant s visual impacts. However, the proposed Project would be developed consistent with the Mixed Use Designation as evaluated within the GP EIR, and would be constructed in accordance with the City Design Review Guidelines and General Plan policies in order to reduce visual impacts to the maximum extent feasible. As discussed above, the proposed Project's incremental contribution to this impact would remain within the scope of impacts previously analyzed in the GP EIR. Cumulative impacts would be consistent with those identified in the GP EIR and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR.

Conclusion

Regarding the issue area of aesthetics, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR analysis used field review, topographic evaluation, General Plan review, and anticipated development changes under the proposed Land Use Diagram. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's development intensity being within the level analyzed in the GP EIR, no substantial new information has been identified that would result in an aesthetic impact more severe than anticipated in the GP EIR.
5. No new mitigation measures would be required because Project specific impacts would be less than significant with adherence to existing regulations.

Uniformly Applied Development Policies or Standards (DP/S)

City of Rocklin Municipal Code Chapter, 17.96: *Density Increase Incentive Program*. City of Rocklin Development Code Chapter 17.96: Density Increase Incentive Program.

Implements the State Density Bonus Law (California Government Code Section 65915 et seq.) and allows eligible residential projects to receive density increases, concessions, and development standard waivers

to facilitate affordable housing. The program ensures that such incentives are applied in a manner consistent with State law while maintaining compatibility with surrounding development through applicable design and development standards.

GP Goals and Policies

Policy LU-4 Minimize Light and Glare. Utilize techniques that minimize the adverse effects of light and glare on surrounding properties, and incorporate dark sky concepts to the extent practicable.

Policy LU-13 Compatibility with Surrounding Development. Review proposals for new residential development for compatibility with the character and scale of nearby neighborhoods, while providing a variety of densities and housing types as reflected by the zoning and land use designation of the infill property.

Policy LU-18: Residential Design Standards Establish residential design standards for planned unit developments, especially for hillsides and other unique areas, to reduce the impact of new development on the existing natural terrain and built environment.

Policy OCR-43: Mitigate for removal of oak trees in accordance with the City of Rocklin's Oak Tree Preservation Ordinance.

GP EIR Mitigation Measures

No mitigation measures related to aesthetics are included in the GP EIR.

6.2. AGRICULTURE AND FORESTRY RESOURCES

Would the Project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☐	☐	☒

Would the Project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☐	☐	☒

Summary of Impacts Identified in the GP EIR

This topic was dismissed from consideration in the Notice of Preparation for the GP EIR and not specifically evaluated in the GP EIR, as the City of Rocklin is largely urbanized and planned for urban development under the General Plan. The proposed Project is located on a vacant infill site within an urbanized area and does not involve agricultural, forest, or timberland resources. Additionally, there are no forestlands, timberlands, or Williamson Act contracts in the City.

Project-Specific Impacts

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. This topic was dismissed from consideration in the Notice of Preparation for the GP EIR and not evaluated in the GP EIR. According to the California Department of Conservation (DOC) Farmland Mapping and Monitoring Program (FMMP), the project site is designated as Urban and Built-Up Land and is not identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (California Department of Conservation, 2025). Surrounding properties are similarly designated as Urban and Built-Up Land or Other Land. The project site is not subject to a Williamson Act contract and is not located within a Farmland Security Zone, and the applicable General Plan land use designation and zoning reflect existing and planned urban development.

Because the project site does not contain agricultural land as defined by CEQA, implementation of the proposed project would not result in the conversion of farmland to non-agricultural use. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to conversion of farmland to non-agricultural use pursuant to CEQA Guidelines Section 15183.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. This topic was dismissed from consideration in the Notice of Preparation for the GP EIR and not evaluated in the GP EIR.

As identified above, the project site is not zoned for agricultural use, and no agricultural zoning exists on or adjacent to the site. In addition, the project site is not subject to a Williamson Act contract. As described above, the site is designated as Urban and Built-Up Land and does not contain Prime Farmland, Farmland of Statewide Importance, or Unique Farmland.

Because the project site is not designated for agricultural use, is not under a Williamson Act contract, and does not contain agricultural land, implementation of the proposed project would not result in a conflict with agricultural zoning or contractual restrictions. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to a conflict with zoning for agricultural use of a Williamson Act contract pursuant to CEQA Guidelines Section 15183.

Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No Impact. This topic was not evaluated in the GP EIR.

The Project site is not zoned for forest land or timberland uses. Therefore, the proposed Project would result in no impacts related to conflicts with existing forest land or timberland zoning. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Accordingly, no additional environmental review is required pursuant to CEQA Guidelines Section 15183.

c) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. This topic was not evaluated in the GP EIR.

The Project site consists of vacant, undeveloped land, surrounded by light industrial uses, retail commercial uses and Union Pacific Railroad tracks to the north; retail and service commercial uses to the south; commercial and institutional uses to the east; and railroad tracks and existing residential uses to the west. No forest land exists on or adjacent to the Project site. The Project site is not zoned for forest land or timberland uses. Therefore, the proposed Project would result in no impacts related to loss or conversion of forest land to non-forest use. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to loss or conversion of forest land to non-forest use pursuant to CEQA Guidelines Section 15183.

d) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No Impact. This topic was dismissed from consideration in the Notice of Preparation for the GP EIR and not evaluated in the GP EIR.

As identified above, the Project site is not identified as Prime Farmland, Farmland of Statewide Importance, or Unique Farmland by the California Department of Conservation's California Important Farmland Finder Map. Additionally, the proposed Project would not convert farmland to a nonagricultural use or convert forest land to a non-forest use. Thus, the proposed Project would not involve other changes in the existing environment which, due to its location or nature, could result in the conversion of farmland to non-agricultural use or conversion of forest land to non-forest use. Therefore, the proposed Project would not result in conversion of farmland or forest land to non-forest use, and no impacts would occur. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to conversion of farmland to non-agricultural use or conversion of forest land to non-forest use pursuant to CEQA Guidelines Section 15183.

Cumulative Impacts

As discussed above, while this topic was not evaluated within the GP EIR, the proposed Project would be developed consistent with the Mixed Use designation as evaluated within the GP EIR, and the Project site is not designated for agricultural uses and is not identified as Prime Farmland, Farmland of Statewide Importance, or Unique Farmland by the California Department of Conservation's California Important Farmland Finder Map. Thus, implementation of the proposed Project would not result in cumulative impacts related to agriculture and forestry resources and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to wildfire infrastructure pursuant to CEQA Guidelines Section 15183.

Conclusion

Regarding the issue area of agricultural and forestry resources, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's site-specific conditions, no substantial information has been identified that would result in a significant agricultural resources impact.
5. No new mitigation measures would be required because Project specific impacts would be less than significant

Uniformly Applied Development Policies or Standards (DP/S)

None.

GP Goals and Policies

None.

GP EIR Mitigation Measures

No mitigation measures related to agriculture and forestry are included in the GP EIR.

6.3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the Project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or State ambient air quality standard?	☐	☐	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) affecting a substantial number of people?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts that would occur to regional air quality as a result of the future urban development that was contemplated by the General Plan. These impacts included 8-hour ozone attainment, short-term construction emissions, operational air pollutants, increases in criteria pollutants, odors, and regional air quality impacts. (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.2-1 through 4.2-43). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use, the Open Space, Conservation, and Recreation, and the Circulation Elements, and include policies that encourage a mixture of land uses, provisions for non-automotive modes of transportation, consultation with the Placer County Air Pollution Control District (PCAPCD), and the incorporation of stationary and mobile source control measures.

The General Plan EIR concluded that, despite these goals and policies, significant air quality impacts will occur as a result of development under the General Plan and further, that these impacts cannot be

reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan and other development within the Sacramento Valley Air Basin (SVAB) as a whole will result in the following: violations of air quality standards as a result of short-term emissions from construction projects, increases in criteria air pollutants from operational air pollutants and exposure to toxic air contaminants, the generation of odors and a cumulative contribution to regional air quality impacts. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Project-Specific Impacts

This section was prepared using the following report:

- *Air Quality, Energy, and Greenhouse Gas Impact Analysis,* prepared by EPD Solutions, April 2026. Included as Appendix A.

a) Conflict with or obstruct implementation of the applicable air quality plan?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.2.1 and was determined to be less than significant. The GP EIR determined that implementation of the General Plan Update would not conflict with the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan, as growth projections are generally consistent with Sacramento Area Council of Governments (SACOG) projections and would not delay attainment of air quality standards (City of Rocklin, 2011, pp. 4.2-20 through 4.2-25). Therefore, the General Plan provides a framework for land use and transportation planning that is consistent with regional air quality planning efforts.

The Project site is located in the Sacramento Valley Air Basin and is under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD). The PCAPCD and SACOG are responsible for preparing the AQMP, which addresses federal and State Clean Air Act (CAA) requirements. The Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan establishes strategies for reducing emissions and achieving attainment of federal and State ozone standards.

The proposed Project does not propose amendments to the General Plan land use designations and as discussed in Section 6.14, *Population and Housing*¸ would not result in population or employment growth beyond that previously evaluated in the GP EIR. As such, the Project would be consistent with regional growth assumptions utilized in the attainment plan.

The proposed Project would not exceed PCAPCD regional thresholds for criteria pollutants during construction or operation. In addition, the Project would be required to comply with applicable PCAPCD rules and regulations, including Rule 228 (Fugitive Dust), Rule 205 (Nuisance), and Rule 218 (Architectural Coatings), as well as policies OCR-58 and OCR-59, requiring coordination with PCAPCD for protection of air quality.

Therefore, the proposed Project would not conflict with or obstruct implementation of the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan, and would not result in new or more severe impacts beyond those identified in the GP EIR. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or State ambient air quality standard)?

No New Impact. This topic was evaluated in the GP EIR and was determined to result in a significant and unavoidable impact. The GP EIR determined that implementation of the General Plan Update would result in increased operational emissions of criteria pollutants, including ROG, NOx, and PM_{10}, associated with population and employment growth, which could contribute to regional nonattainment conditions. Although implementation of General Plan policies, District rules, and State and federal regulations would reduce emissions, these measures would not reduce impacts to a less than significant level; therefore, impacts were determined to be significant and unavoidable (City of Rocklin, 2011, pp. 4.2-28 through 4.2-34)

The Basin is in non-attainment status for federal ozone standards, and State and federal particulate matter standards. Any development in the Basin, including the proposed Project could cumulatively contribute to these pollutant violations. Evaluation of the cumulative air quality impacts of the proposed Project has been completed pursuant to the PCAPCD's cumulative air quality impact methodology. The PCAPCD states that if an individual project results in air emissions of criteria pollutants that exceed the District's recommended daily thresholds, then it would also result in a cumulatively considerable net increase of the criteria pollutant(s). The PCAPCD has established daily mass thresholds for regional pollutant emissions, which are shown in Table AQ-1.

Table AQ-1: PCAPCD Regional Daily Emissions Thresholds

Air Pollutant	Maximum Daily Emissions (pounds/day)	
	Construction	Operation
NOx	82	55
ROG	82	55
PM_{10}	82	82

Notes: ROG = reactive organic gases, NOx = nitrogen oxides, CO = carbon monoxide, SO_2 = sulfur dioxide, PM_{10} = particulate matter 10 microns in diameter, $PM_{2.5}$ = particulate matter 2.5 microns in diameter
Source: EPD Solutions, 2026 (Appendix A).

Construction

Construction activities associated with the proposed Project would generate pollutant emissions from the following: (1) site preparation, (2) grading, (3) building construction, (4) paving, and (5) architectural coating. The amount of emissions generated on a daily basis would vary, depending on the intensity and types of construction activities occurring.

It is mandatory for all construction projects to comply with several PCAPCD Rules, including Rule 228 for controlling fugitive dust, PM_{10}, and $PM_{2.5}$ emissions from construction activities. Rule 228 prohibits visible fugitive dust emissions from crossing the property boundary and limits opacity from active operations (i.e., dust shall not exceed 40 percent opacity). The rule also requires implementation of minimum dust control measures, including but not limited to: stabilization of disturbed areas through watering or chemical suppressants; limiting vehicle speeds on unpaved surfaces to 15 miles per hour; covering or stabilizing soil stockpiles; pre-watering areas prior to ground disturbance; cleaning construction vehicles to prevent track-out; covering haul trucks or maintaining sufficient freeboard; and suspending grading

activities during high wind events if dust cannot be controlled. In addition, track-out onto paved public roadways must be minimized and removed through wet sweeping or vacuuming.

Compliance with Rule 228 was incorporated into the CalEEMod modeling assumptions and represents standard regulatory requirements applicable to the Project. As shown in Table AQ-2, *Project Construction Emission Estimates,* the California Emissions Estimator Model (CalEEMod) results indicate that the proposed Project would result in less-than-significant regional construction impacts. Construction activities would not result in a cumulatively considerable net increase of any criteria pollutant and impacts would be less than significant. Thus, no new impact related to construction emissions would occur.

Table AQ-2: Project Construction Emission Estimates

Construction Activity and Year	Maximum Daily Regional Emissions (pounds/day)		
	ROG	NOx	PM_{10}
DEMOLITION (2027)	**2.34**	**24.6**	**4.80**
Off-Road Equipment	2.21	19.9	.80
Demolition	0	0	2.86
Worker	0.05	0.03	0.15
Hauling	0.08	4.48	0.99
SITE PREPARATION (2027)	**3.10**	**28**	**6.46**
Off-Road Equipment	3.05	27.97	1.17
Dust from material Movement	0	0	5.11
Worker	0.05	0.03	0.18
GRADING (2027)	**1.71**	**18.4**	**3.48**
Off-Road Equipment	1.59	14.23	0.60
Dust From Material Movement	0	0	1.85
Worker	0.05	0.03	0.15
Hauling	0.07	3.98	0.88
BUILDING CONSTRUCTION (2027)	**1.76**	**11.58**	**2.63**
Off-Road Equipment	1.11	10.17	0.36
Worker	0.63	0.38	2.04
Vendor	0.02	1.03	0.23
PAVING (2027)	**1.18**	**6.10**	**0.39**
Off-Road Equipment	0.61	6.08	0.26
Paving	0.53	0	0
Worker	0.04	0.02	0.13
BUILDING CONSTRUCTION (2028)	**1.69**	**11.01**	**2.6**
Off-Road Equipment	1.07	9.66	0.33
Worker	0.60	0.37	2.04
Vendor	0.02	0.98	0.23

Construction Activity and Year	Maximum Daily Regional Emissions (pounds/day)		
	ROG	NOx	PM_{10}
BUILDING CONSTRUCTION (2029)	**1.57**	**10.73**	**2.57**
Off-Road Equipment	1.04	9.28	0.30
Worker	0.51	0.45	2.04
Vendor	0.02	1	0.23
ARCHITECTURAL COATING (2029)	**70.4**	**1.13**	**0.43**
Off-Road Equipment	0.14	1.06	0.02
Architectural Coatings	68.58	0	0
Worker	0.12	0.07	0.41
Maximum Daily Emissions 2027-2029	**68.84**	**28**	**6.46**
PCAPCD Significance Thresholds	82	82	82
Threshold Exceeded?	**No**	**No**	**No**

Notes: ROG = reactive organic gases, NOx = nitrogen oxides, CO = carbon monoxide, SO_2 = sulfur dioxide, PM_{10} = particulate matter 10 microns in diameter, $PM_{2.5}$ = particulate matter 2.5 microns in diameter
Source: EPD Solutions, 2026 (Appendix A).

Operation

Operational activities associated with the proposed Project would result in emissions of ROGs, NOx, and particulate matter from mobile and area sources. The proposed Project consists of an all-electric residential development and would not include natural gas consumption. Operational emissions were modeled using CalEEMod Version 2022.1 and compared to PCAPCD thresholds. As shown in Table AQ-3, maximum daily operational emissions ROG, NOx, and PM_{10} would not exceed PCAPCD thresholds. Therefore, the proposed Project would not result in a cumulatively considerable net increase of any criteria pollutant.

As such, while the GP EIR determined that cumulative development under the General Plan would result in significant and unavoidable impacts, the proposed Project would not exceed PCAPCD thresholds and would not contribute considerably to cumulative air quality impacts. The proposed Project is consistent with the findings contained in the GP EIR and would result in no new or substantially greater impacts. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

Table AQ-3: Regional Project Operational Emissions

Operational Activity	Maximum Daily Regional Emissions (pounds/day)		
	ROG	NOx	PM_{10}
Mobile	13.0	10.8	20.3
Area	7.5	0.1	<0.01
Energy	-	-	-
Total Daily Operational Emissions	20.5	10.9	20.3
PCAPCD Significance Thresholds	55	55	82
Threshold Exceeded?	**No**	**No**	**No**

Source: EPD Solutions, 2026 (Appendix A).

c) Expose sensitive receptors to substantial pollutant concentrations?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.2.5 and was found to be significant and unavoidable with the implementation of mitigation measures. The GP EIR determined that implementation of the General Plan Update could expose sensitive receptors to toxic air contaminants (TACs) from mobile and stationary sources, including roadway traffic and diesel-powered equipment, and that mitigation measures would not fully reduce these impacts to a less than significant level. The GP EIR identified Mitigation Measure MM 4.2.1 and related policies to reduce exposure of sensitive receptors to TACs; however, even with implementation of these measures, impacts were determined to remain significant and unavoidable at the program level (City of Rocklin, 2011, pp. 4.2-34 to 4.2-38).

Sensitive receptors can include residences, schools, playgrounds, childcare centers, and athletic facilities. There are existing homes near the western boundary of the Project site.

Construction

Construction of the proposed Project may expose nearby residential sensitive receptors to airborne particulates as well as a small quantity of construction equipment pollutants (i.e., usually diesel-fueled vehicles and equipment). However, construction contractors would be required to implement measures to reduce or eliminate emissions by following PCAPCD's standard construction practices. Rule 228 which is intended to reduce particulate matter emissions from construction activities. Rule 228 requires implementation of dust control measures such as pre-watering disturbed areas, stabilizing exposed soils, limiting vehicle speeds on unpaved surfaces, covering haul trucks, preventing track-out onto public roadways, and suspending grading activities during high wind conditions when dust cannot be adequately controlled.

In addition, construction emissions would be temporary and intermittent. As demonstrated in the Project-specific air quality analysis (Appendix A) construction emissions would not exceed applicable PCAPCD regional thresholds. Therefore, construction-related exposure of nearby sensitive receptors to pollutant concentrations would be less than significant.

Operation

Operational emissions associated with the proposed Project would primarily consist of vehicle trips, area sources, and electricity use. The proposed Project consists of a residential community and would not include industrial uses, substantial stationary emission sources, or land uses associated with heavy-duty diesel truck traffic, long-term idling, or queueing.

As demonstrated in the Project-specific air quality analysis (Appendix A), operational emissions would not exceed applicable PCAPCD thresholds. While the GP EIR identified potentially significant and unavoidable impacts related to long-term exposure to TACs from regional sources such as major roadways and rail operations, the proposed Project would not introduce substantial new sources of TAC emissions or result in exposure conditions beyond those previously evaluated in the GP EIR.

Based on the foregoing analysis, implementation of the proposed Project would not expose sensitive receptors to substantial pollutant concentrations beyond what was previously evaluated, identified, and disclosed in the GP EIR. Therefore, no new or substantially greater impacts would occur. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.2.6 and impacts were determined to be significant and unavoidable. The GP EIR determined that implementation of the General Plan Update could result in objectionable odors affecting a substantial number of people due to the potential for future land uses that may generate odorous emissions and the subjective nature of odor perception, and that compliance with PCAPCD rules and General Plan policies would not fully reduce impacts to a less than significant level (City of Rocklin, 2011, pp. 4.2-38 and 4.2-39).

Potential odor sources associated with the proposed Project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities and the temporary storage of typical solid waste (refuse) associated with the proposed Project's operational uses. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of construction and would not result in odor impacts beyond those previously evaluated in the GP EIR.

Operational odor sources associated with the proposed Project would be limited to typical residential uses, including solid waste handling and minor sources such as landscaping or household activities. It is expected that refuse would be stored in covered containers and removed at regular intervals in compliance with applicable solid waste regulations.

In addition, the proposed Project would be required to comply with PCAPCD Rule 205 (Nuisance), which prohibits the discharge of air contaminants in quantities that cause injury, detriment, nuisance, or annoyance to a considerable number of persons or the public. Compliance with Rule 205 would ensure that any potential odor sources are properly managed and would be subject to enforcement if determined to constitute a public nuisance.

While the GP EIR identified potentially significant and unavoidable impacts related to odors at the program level due to the range of potential future land uses, the proposed Project would not introduce substantial odor-generating sources or result in odor conditions beyond those previously evaluated in the GP EIR.

Based on the foregoing analysis, implementation of the proposed Project would not result in other emissions (such as those leading to odors) that would adversely affect a substantial number of people beyond what was previously evaluated, identified, and disclosed in the GP EIR. Therefore, no new or substantially greater impacts would occur. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

Cumulative Impacts

As described in the GP EIR on page 4.2-40, cumulative contributions to regional air quality impacts are considered cumulatively considerable. However, as discussed above and in Appendix A, the proposed Project would not exceed PCAPCD thresholds and would not contribute considerably to cumulative air quality impacts. The PCAPCD concluded that if a project's ozone precursor and PM10 emissions would be greater than the PCAPCD's operational-level thresholds, the project would conflict with relevant attainment plans and could result in a cumulatively considerable contribution to a significant cumulative impact. Conversely, if a project's ozone precursor and PM10 emissions are less than operational-level thresholds, the project would not conflict with the relevant attainment plan. As shown in Table AQ-3 above, operation of the proposed project would generate regional emissions that would be below the operational-level thresholds; therefore, the project's contribution to the cumulative emissions of criteria pollutants for which the PCAPCD area is in non-attainment would not be considerable.

Conclusion

Regarding the issue area of air quality, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR air quality analysis used the proposed General Plan land use designations, projected traffic, and anticipated residential, commercial, office, and industrial development under the proposed Land Use Diagram. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's development intensity being within the level analyzed in the GP EIR, and the findings of the project-specific Air Quality, Energy, and Greenhouse Gas Impact Analysis, no substantial new information has been identified that would result in an air quality impact more severe than anticipated in the GP EIR.
5. No new mitigation measures would be required because Project specific impacts would be less than significant with compliance with existing SCOAs and regulations listed below.

Uniformly Applied Development Policies or Standards (DP/S)

PCAPCD Rule 228 – Fugitive Dust. Requires implementation of dust control measures for construction activities capable of generating fugitive dust, including stabilization of disturbed areas, pre-watering, limiting vehicle speeds on unpaved surfaces, covering haul trucks, preventing track-out onto public roadways, and suspending grading during high wind conditions. Ensures particulate matter emissions (PM_{10} and $PM_{2.5}$) are minimized and do not result in visible emissions beyond the project boundary.

PCAPCD Rule 205 – Nuisance. Prohibits the discharge of air contaminants, including odors, in quantities that cause injury, detriment, nuisance, or annoyance to a considerable number of persons or the public. Provides regulatory enforcement to address objectionable odors and protect nearby sensitive receptors.

PCAPCD Rule 218 – Architectural Coatings. Limits volatile organic compound (VOC) content in paints and coatings used during construction and operation to reduce emissions that contribute to ozone formation and regional air quality degradation.

GP Goals and Policies

Policy LU-13 Review proposals for new residential development for compatibility with the character and scale of nearby neighborhoods, while providing a variety of densities and housing types as reflected by the zoning and land use designation of the infill property.

Policy C-2 Coordinate land use and transportation planning to support transit services, NEV facilities and non-motorized transportation.

Policy C-52 Require landscaping and tree planting along railroad right-of-way and along existing streets as appropriate.

Policy OCR-58 Stationary and Mobile Source Control Measures. Require development projects to incorporate stationary and mobile source control measures recommended by the Placer County Air Pollution Control District (PCAPCD) and approved by the City for protection of air quality during construction and subsequent operations.

Policy OCR-59 Coordination with PCAPCD. Continue to consult with the Placer County Air Pollution Control District in the development and implementation of stationary and mobile source control measures affecting the City of Rocklin.

GP EIR Mitigation Measures

MM 4.2.1 Reduce Exposure to Toxic Air Contaminants (TACs). Residential development projects and projects categorized as sensitive receptors shall be located an adequate distance from existing and potential sources of toxic air contaminant (TAC) emissions such as freeways, major arterials, industrial sites, and hazardous material locations. “Adequate distance” will be based on site-specific conditions, the type and location of sensitive receptors, the types and amounts of potential TAC emissions, mitigation measures which reduce potential health risks from TAC emissions, and other factors.

6.4. BIOLOGICAL RESOURCES

Would the Project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☐	☒	☐
c) Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☐	☒	☐

Would the Project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts that would occur to the biological resources of the Planning Area as a result of the future urban development that was contemplated by the General Plan. These impacts included special-status species, species of concern, non-listed species, biological communities and migratory wildlife corridors (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.10-1 through 4.10-47). Mitigation measures to address these impacts are incorporated into the General Plan in the Open Space, Conservation and Recreation Element, and include policies that encourage the protection and conservation of biological resources and require compliance with rules and regulations protecting biological resources, including the City of Rocklin Oak Tree Preservation Ordinance.

The General Plan EIR concluded that, despite these goals, policies and rules and regulations protecting biological resources, significant biological resources impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will impact riparian

habitat or other sensitive biological communities, will result in the loss of native oak and heritage trees, will result in the loss of oak woodland habitat and will contribute to cumulative impacts to biological resources. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Project-Specific Impacts

This section was prepared using the following reports:

- *General Biological Assessment*, prepared by Psomas, May 2026. Included as Appendix B.

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No New Impact. This topic was evaluated in the GP EIR as Impacts 4.10.1 and 4.10.2 and was determined to result in less than significant impacts with implementation of GP EIR Mitigation Measure 4.10.1 (Rocklin 2011, pp. 4.10-29 through 4.10-36).

The GP EIR identified that, pursuant to General Plan Policy OCR-40, individual development projects are required to be in compliance with the State and Federal Endangered Species Act. As discussed in General Plan Mitigation Measure 4.10.1, if sensitive species or suitable habitat are identified, mitigation would be implemented to reduce potential impacts to less-than-significant levels. The GP EIR also identifies General Plan Policies OCR-5, OCR-39, OCR-40, and OCR-41 as policies that would assist in avoiding or minimizing impacts to special-status species by requiring CEQA review, protection of wetlands, vernal pools, and rare, threatened, and endangered species, compliance with applicable State and federal regulations, and use of on-site or off-site mitigation where appropriate. Consistent with these policies and GP EIR Mitigation Measure 4.10.1, a General Biological Assessment (GBA) was prepared for the proposed Project by EPD Solutions, Inc. in May 2026 (Appendix B). The GBA included a literature review and a field survey conducted on April 3, 2026, to document existing habitat conditions, identify plant and wildlife species present, evaluate potential State and federal waters, assess wildlife movement potential, and evaluate the presence of habitat for special-status species.

The GBA describes that the Project site is vacant, undeveloped, and consists of approximately 5.84 acres of annual grassland habitat, 0.01 acres of seasonal depression, and 1.25 acres of developed/disturbed areas. Implementation of the proposed Project would impact approximately 5.82 acres of annual grassland habitat and 1.25 acres of developed/disturbed areas. The portion of the seasonal depression that extends onto the Project site would be avoided, and the proposed retaining wall along the western border would be constructed around the onsite portion of the seasonal depression to provide a buffer between the seasonal depression and proposed development.

According to the GBA, no listed special-status plant species were determined to be present on the Project site due to lack of suitable habitat and/or suitable soils. The GBA identified potential habitat for Cooper's hawk, Crotch's bumble bee, vernal pool fairy shrimp, Swainson's hawk, and California linderiella. Cooper's hawk and Swainson's hawk have potential to occur because the Project site contains suitable nesting or foraging habitat. Crotch's bumble bee also has potential to occur due to the presence of suitable grassland habitat. Vernal pool fairy shrimp and California linderiella have potential to occur within the seasonal depression; however, the Project has been designed to avoid the onsite portion of the seasonal

depression, and therefore implementation of the Project is not expected to result in impacts to these species.

For Crotch's bumble bee, the GBA recommends pre-construction surveys if ground-disturbing activities are scheduled to begin between February 1 and October 31. Surveys would be conducted by a qualified biologist in accordance with CDFW guidance for CESA candidate bumble bee species. If suitable habitat is confirmed, focused surveys would be conducted during the colony active period. If Crotch's bumble bee is detected and impacts cannot be avoided, the Project applicant would be required to consult with CDFW and obtain appropriate take authorization pursuant to Fish and Game Code Section 2080 et seq. These survey, avoidance, consultation, and take authorization requirements are consistent with GP EIR Mitigation Measure 4.10.1, which requires feasible mitigation where special-status species are found or are likely to occur and allows mitigation to be determined by the City after USFWS and CDFW are provided an opportunity to comment. The Project site contains disturbed annual grassland habitat that is generally consistent with habitat types anticipated for future urban development within the General Plan planning area. The requirement for pre-construction surveys, consultation with CDFW, and implementation of avoidance or mitigation measure included as Mitigation Measure (MM) BIO-1 is consistent with the regulatory compliance framework and mitigation approach already established in the GP EIR for special-status species. As such, the presence or potential presence of Crotch's bumble bee would not result in environmental effects that are more severe than those analyzed in the GP EIR, nor would it create a significant effect peculiar to the Project or site pursuant to CEQA Guidelines Section 15183.

In addition, migratory birds and raptors have the potential to nest in trees and shrubs within the Project site. Thus, to ensure compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code, MM BIO-2 has been included to require ground-disturbing activities to either be scheduled outside of the avian breeding season or pre-construction nesting bird surveys and appropriate avoidance measures would be implemented if work occurs during the breeding season. The GBA identifies the nesting bird season as February 1 through September 15 and recommends avoiding vegetation removal and construction activities adjacent to nesting habitat during the breeding season, or conducting pre-construction surveys prior to construction. If active nests are detected, appropriate no-work buffers would be established and monitored by a qualified biologist, as needed. These nesting bird avoidance and survey requirements are also consistent with GP EIR Mitigation Measure 4.10.1 because they provide feasible measures to avoid or reduce impacts to special-status and protected species that may occur on the Project site.

No listed special-status plant species were determined to be present on the Project site due to lack of suitable habitat and/or suitable soils. No other listed special-status species were determined to be present on the Project site, except for those species identified above as having potential to occur.

Therefore, with the implementation of GP EIR Mitigation Measure 4.10.1, as applied through the Project-specific recommendations identified in the GBA, impacts related to candidate, sensitive, or special-status species would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts related to candidate, sensitive, or special-status species would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.10.3 and was determined to result in a significant and unavoidable impact (Rocklin 2011, pp. 4.10-36 through 4.10-38).

Riparian habitats are those occurring along the banks of rivers and streams. Sensitive natural communities are natural communities that are considered rare in the region by regulatory agencies, known to provide habitat for sensitive animal or plant species, or known to be important wildlife corridors. As discussed above, the Project site is vacant and undeveloped and consists primarily of annual grassland habitat, with a small seasonal depression and developed/disturbed areas. No riparian habitat occurs on the Project site. The GBA identified a small seasonal depression adjacent to the Union Pacific Railroad tracks that extends approximately 10 feet onto the southwestern portion of the Project site. The seasonal depression is an isolated feature that collects and holds water for short periods following storm events and does not have connectivity to upstream or downstream waterbodies or aquatic resources. Therefore, the GBA determined that the seasonal depression would not be considered waters of the United States regulated by USACE or RWQCB under Sections 404 and 401 of the Clean Water Act; however, CDFW may exert jurisdiction over the feature under Fish and Game Code Section 1602, and RWQCB may exert jurisdiction under Porter-Cologne.

The Project has been designed to avoid the onsite portion of the seasonal depression. The proposed retaining wall along the western border would be constructed around the onsite portion of the seasonal depression to provide a buffer between the seasonal depression and proposed development. Therefore, the proposed Project would not directly impact riparian habitat, wetlands, or other sensitive natural communities. Consistent with GP EIR Mitigation Measure 4.10.1, the GBA recommends avoidance measures for the onsite seasonal depression, including demarcation of Project impact areas, installation of erosion control measures, worker environmental awareness training, and measures to avoid the introduction and spread of invasive plant species included as MM BIO-3. These recommendations implement the mitigation framework already established in the GP EIR and do not constitute new mitigation.

Therefore, with implementation of GP EIR Mitigation Measure 4.10.1, as applied through the Project-specific avoidance measures identified in the GBA, impacts related to riparian habitat or other sensitive natural communities would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts related to riparian habitat or other sensitive natural communities would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

c) Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.10.3 and was determined to result in a significant and unavoidable impact (Rocklin 2011, pp. 4.10-36 through 4.10-38).

Riparian habitats are those occurring along the banks of rivers and streams. Sensitive natural communities are natural communities that are considered rare in the region by regulatory agencies, known to provide habitat for sensitive animal or plant species, or known to be important wildlife corridors. The GP EIR determined that implementation of the General Plan could result in disturbance, degradation, or removal of riparian and wetland habitats. The GP EIR identified General Plan Policies OCR-5, OCR-39, OCR-40, and OCR-41, along with GP EIR Mitigation Measure 4.10.1, as measures that would assist in avoiding or minimizing impacts to sensitive biological communities and federally protected wetlands; however, because complete offset of habitat loss could not be ensured in every circumstance, this impact was determined to be significant and unavoidable at the program level.

As discussed above, the GBA determined that the Project site does not contain streams, rivers, lakes, or federally protected wetlands regulated by USACE under Section 404 of the Clean Water Act. Although a small seasonal depression extends onto the southwestern portion of the Project site, the GBA determined that this feature is isolated, lacks connectivity to upstream or downstream waterbodies, and would not be considered waters of the United States. The feature may be subject to CDFW jurisdiction under Fish and Game Code Section 1602 and/or RWQCB jurisdiction under Porter-Cologne; however, the Project has been designed to avoid the onsite portion of the seasonal depression.

Consistent with GP EIR Mitigation Measure 4.10.1, the GBA recommends avoidance measures for the onsite seasonal depression, including demarcation of Project impact areas, installation of erosion control measures, worker environmental awareness training, and measures to avoid the introduction and spread of invasive plant species included as MM BIO-3. These avoidance measures would provide site-specific measures to avoid or minimize potential indirect impacts to biological resources identified during Project-level review. Therefore, because the Project has been designed to avoid the onsite seasonal depression, no direct removal, filling, or hydrological interruption of a wetland or potentially jurisdictional aquatic feature would occur with development of the Project site. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.10.4 and was determined to result in less than significant impacts with implementation of GP EIR Mitigation Measure 4.10.1 (Rocklin 2011, pp. 4.10-38 through 4.10-39).

The GP EIR identified that remaining natural lands within the Planning Area, including ridgelines, annual grasslands, oak woodlands, and riparian/riverine habitat, may provide cover and vegetation that could be used as migratory corridors for common and special-status fish and wildlife species. However, the GP EIR determined that the City is largely built out, and remaining development potential would not substantially convert major remaining undisturbed designated open space areas or riparian areas that could serve as migratory corridors. The GP EIR also noted that the General Plan Land Use Diagram provides several movement corridors designated as open space along waterways in the City that connect with land areas outside of Rocklin. Therefore, impacts to migratory corridors were determined to be less than significant, and no mitigation was required.

The GBA evaluated the Project site for its function as a wildlife corridor. The Project site consists of relatively flat vacant land within a heavily urbanized area and is surrounded by light industrial and commercial development to the north, commercial development to the east and south, and the Union Pacific Railroad tracks followed by residential development to the west. The Project site is not located within a designated wildlife corridor or linkage. Although the onsite annual grassland may provide limited habitat for wildlife species, the site is cut off by urban development in all directions and is not substantial enough to support or facilitate species movement. Therefore, the GBA determined that the Project site does not provide movement corridors for resident or migratory wildlife species.

Therefore, the proposed Project would not interfere substantially with the movement of native resident or migratory fish or wildlife species, conflict with an established wildlife corridor, or impede the use of native wildlife nursery sites. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

e) Conflict with any local policies or ordinances protecting biological resources?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.10.5 and was determined to result in a significant and unavoidable impact (Rocklin 2011, pp. 4.10-39 through 4.10-43).

The GP EIR determined that implementation of the General Plan could conflict with local policies or ordinances protecting biological resources as a result of the removal of native oak trees, including heritage trees and other mature, healthy oak trees, and the removal of oak woodland habitat. The GP EIR identified that these impacts would be addressed through General Plan Policies OCR-5, OCR-41, and OCR-43, as well as the City of Rocklin Oak Tree Preservation Ordinance, codified in Rocklin Municipal Code Chapter 17.77. However, because removed mature oak trees and oak woodland habitat would not be immediately replaced with equivalent mature habitat, the GP EIR determined this impact would remain significant and unavoidable at the program level.

The GBA identified blue oak and interior live oak trees on the Project site. The City of Rocklin Oak Tree Preservation Ordinance regulates the removal of protected oak trees and encroachment into protected zones of such trees. The ordinance applies to native oak trees within the City with a diameter at breast height of 6 inches or greater, and provides special protection for heritage oak trees, defined as native oak trees with a diameter at breast height of 24 inches or greater, and compliance with the ordinance is included as MM BIO-4.

The GBA recommends that an oak tree survey be conducted by a certified arborist to document the type, size, and condition of all oak trees measuring 6 inches or greater in diameter at breast height on the Project site for the purpose of determining whether an oak tree removal permit would be required. If impacts to onsite oak trees would occur, the Project would be required to comply with the City of Rocklin Oak Tree Preservation Ordinance, including any applicable requirements for off-site tree replacement, contributions to the Rocklin Oak Tree Preservation Fund, and/or dedication of land, as determined through the City's development review process.

Therefore, the proposed Project would be required to comply with the City of Rocklin Oak Tree Preservation Ordinance and would not conflict with any local policies or ordinances protecting biological resources. Based on the foregoing analysis, no new or substantially greater impacts would occur with

implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.1.4 and was determined to result in a less-than-significant impact (Rocklin 2011, pp. 4.1-35 through 4.1-36).

The GP EIR identified that the Placer County Conservation Plan was prepared as a Natural Community Conservation Plan and Habitat Conservation Plan as part of the Placer Legacy Program. However, the GP EIR states that the City of Rocklin chose not to participate in the Placer County Conservation Plan, and that the Placer Legacy Program, Placer County Conservation Plan, and Natural Community Conservation Plan are outside the City of Rocklin and its Sphere of Influence. The GP EIR further states that none of these plans have targeted areas for conservation within the City, and because the City is not a participant, the City is not subject to the provisions of these programs. Therefore, the GP EIR determined that conflicts with a habitat conservation plan or natural community conservation plan are not anticipated.

The General Biological Assessment prepared for the proposed Project did not identify the Project site as being located within an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan area. The GBA evaluated potential conflicts with local or regional plans, policies, or regulations and identified the City of Rocklin Oak Tree Preservation Ordinance as the applicable local biological resource protection requirement (Appendix B)

Therefore, because no adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan applies to the Project site, the proposed Project would not conflict with the provisions of any such plan. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

Cumulative Impacts

As discussed in the GP EIR on page 4.10-44, implementation of the General Plan would result in a cumulatively considerable impact to biological resources. Although direct impacts to special-status wildlife species could occur as a result of Project implementation, these impacts would be mitigated to a less-than-significant level through implementation of the applicable General Plan EIR mitigation measures and Project-specific mitigation measures. As discussed in this section, the Project has been designed to avoid sensitive biological resources to the maximum extent practicable, including avoidance of the onsite seasonal depression. In addition, pre-construction surveys, biological monitoring, and other avoidance and minimization measures would reduce impacts to special-status species and sensitive habitats to a less than significant level. The Project would also comply with all applicable federal, state, and local regulations protecting biological resources. Pursuant to CEQA Guidelines Section 15183, the Project would not result in any new or more severe significant biological impacts than those analyzed in the General Plan EIR. Furthermore, the Project would not contribute to the General Plan's identified cumulative biological

impacts in a cumulatively considerable manner because Project-specific impacts would be avoided, minimized, and mitigated in accordance with the mitigation framework established in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of biological resources, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR biological resources analysis used the project description, existing setting, significance standards, database search results, literature review, aerial photo review, habitat mapping, and special-status species assessment under the proposed General Plan Land Use Diagram. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's development intensity being within the level analyzed in the GP EIR, and the findings of the project-specific General Biological Assessment, no substantial new information has been identified that would result in a biological resources impact more severe than anticipated in the GP EIR.
5. No new mitigation measures would be required. Project specific impacts would be less than significant with adherence to GP EIR mitigation measures listed below.

Uniformly Applied Development Policies or Standards (DP/S)

Federal Endangered Species Act (FESA). The proposed Project would be required to comply with the Federal Endangered Species Act, which prohibits unauthorized take of federally listed threatened and endangered species and requires consultation and/or take authorization where impacts to federally listed species could occur.

California Endangered Species Act (CESA). The proposed Project would be required to comply with the California Endangered Species Act, which prohibits unauthorized take of State-listed threatened, endangered, and candidate species and requires consultation and/or take authorization from CDFW where impacts to such species could occur.

Migratory Bird Treaty Act (MBTA) and California Fish and Game Code Sections 3503, 3503.5, and 3513. The proposed Project would be required to comply with the MBTA and California Fish and Game Code provisions protecting native birds, raptors, migratory birds, active nests, and eggs. Compliance may require avoidance of vegetation removal during the nesting season or pre-construction nesting bird surveys and appropriate avoidance buffers if construction occurs during the nesting season.

Clean Water Act Sections 401 and 404. The proposed Project would be required to comply with applicable federal requirements regulating the discharge of dredged or fill material into waters of the United States, if such resources are determined to be present or affected by Project activities.

Porter-Cologne Water Quality Control Act. The proposed Project would be required to comply with applicable State water quality requirements regulating discharges to waters of the State, if such resources are determined to be present or affected by Project activities.

California Fish and Game Code Section 1602. The proposed Project would be required to comply with CDFW streambed alteration requirements if Project activities would substantially divert or obstruct the natural flow of, substantially change the bed, channel, or bank of, or deposit material into a stream, lake, or other feature subject to CDFW jurisdiction.

City of Rocklin Municipal Code Chapter 17.77. Oak Tree Preservation. The proposed Project would be required to comply with the City of Rocklin Oak Tree Preservation Ordinance, which regulates the removal of protected native oak trees and encroachment into protected oak tree zones. Compliance may include preservation, replacement planting, payment into the Rocklin Oak Tree Preservation Fund, dedication of land, or other requirements determined through the City's development review process.

GP Goals and Policies

Policy OCR-5: Utilize the California Environmental Quality Act (CEQA) as the primary regulatory tool for identifying and mitigating, where feasible, impacts to open space and natural resources when reviewing proposed development projects.

Policy OCR-39: Require the protection of wetlands, vernal pools, and rare, threatened and endangered species of both plants and animals through either avoidance of these resources, or implementation of appropriate mitigation measures where avoidance is not feasible, as determined by the City of Rocklin.

Policy OCR-40: Require compliance with the State and Federal Endangered Species Acts and the Clean Water Act as conditions of development project approval.

Policy OCR-41: Recognize that onsite protection of natural resources may not always be feasible and that offsite methods, such as use of mitigation banks, may be used.

Policy OCR-43: Mitigate for removal of oak trees and impacts to oak woodlands in accordance with the City of Rocklin's Oak Tree Preservation Ordinance, or for projects located in zones not directly addressed by the Oak Tree Preservation Ordinance mitigation measures, on a project-by-project basis through the planning review and entitlement process.

GP EIR Mitigation Measures

Mitigation Measure 4.10.1: MM 4.10.1 The following shall be added as action steps to the General Plan Update Open Space, Conservation and Recreation Element:

- To offset possible losses of sensitive native wildlife and plant habitat (e.g., wetland habitat, riparian habitat, and oak woodlands) due to development projects, developers shall be responsible for mitigation. Such mitigation measures may include providing and permanently maintaining similar quality and quantity of replacement habitat, enhancing existing habitat areas, or paying fees towards an approved habitat mitigation bank. Replacement habitat may occur either on-site or at approved off-site locations.
- For those areas in which special-status species are found or are likely to occur, the City shall require feasible mitigation of impacts to those species that ensure that the activity does not

contribute to the decline of the affected species such that their decline would impact the viability of the species. Mitigation shall be determined by the City after the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) are provided an opportunity to comment.

The GBA identified potential biological resources on the Project site, including potential habitat for Crotch's bumble bee, nesting birds, the onsite seasonal depression, and oak trees. Consistent with GP EIR MM 4.10.1, the following project-specific mitigation measures are applied to the proposed Project to avoid or reduce impacts to biological resources identified during Project-level review. These measures implement the mitigation framework established by GP EIR MM 4.10.1 by requiring feasible mitigation where sensitive habitat or special-status species are found or are likely to occur.

Project Specific Mitigation Measures

Mitigation Measure BIO-1: Crotch's Bumble Bee Surveys and Avoidance. If ground-disturbing activities are scheduled to begin between February 1 and October 31, Crotch's bumble bee pre-construction surveys shall be conducted by a qualified biologist based on CDFW's survey guidance for CESA candidate bumble bee species. Surveys shall consist of a habitat assessment evaluating the likelihood of bumble bees occurring within and adjacent to the Project site. If the habitat assessment finds that the site does not contain suitable habitat for Crotch's bumble bee, no further surveys shall be required. If suitable habitat is present, focused surveys shall be conducted, consisting of three onsite surveys spaced two to four weeks apart during the colony active period from April through August. If Crotch's bumble bee is detected on the Project site, the Project shall develop a plan to fully avoid impacts to the species. If impacts cannot be feasibly avoided, the Project applicant shall consult with CDFW and obtain appropriate take authorization pursuant to Fish and Game Code Section 2080 et seq. The Project shall comply with the mitigation measures detailed in the take authorization issued by CDFW.

Mitigation Measure BIO-2: Nesting Bird Surveys and Avoidance. To avoid direct and indirect impacts to raptors and/or migratory birds, grubbing and clearing of vegetation that may support active nests and construction activities adjacent to nesting habitat shall occur outside of the breeding season, generally January 15 through August 31. If removal of habitat and/or construction activities adjacent to nesting habitat are necessary during the breeding season, the Project shall retain a qualified biologist to conduct a pre-construction survey to determine the presence or absence of non-listed nesting migratory birds on or within 300 feet of the construction area, and federally or State-listed birds and raptors on or within 500 feet of the construction area. The pre-construction survey shall be conducted within three calendar days prior to the start of construction. If nesting birds are detected, no-work buffers shall be established, including 300 feet for non-listed nesting migratory birds and 500 feet for listed birds or raptors, unless reduced by a qualified biologist based on site-specific conditions. If construction must occur within the recommended buffer, a qualified biologist shall be present to monitor nesting behavior and determine the appropriate nest buffer.

Mitigation Measure BIO-3: Seasonal Depression Avoidance. The Project has been designed to avoid direct impacts to the onsite portion of the seasonal depression. To ensure no indirect impacts to the seasonal depression, Project impact areas shall be clearly demarcated prior to construction, and all workers shall be made aware of the impact limits and avoided areas. No ground- or vegetation-disturbing activities shall occur outside of the Project impact limits, and all vehicles and equipment shall be restricted to the Project impact limits or existing designated access roads and staging areas. Erosion control

measures shall be placed between the avoided seasonal depression and the outer edge of the impact limits prior to commencement of construction activities and shall be maintained until construction is completed and soils have stabilized. A qualified biologist shall conduct worker environmental awareness training for all contractors, work crews, and onsite personnel to aid workers in recognizing sensitive biological resources known to occur on the Project site. The Project shall retain a qualified biologist on an as-needed basis to assist with potential biological issues that may arise during construction. To avoid introduction and spread of non-native invasive plant species, clothing, vehicles, and equipment shall be cleaned prior to entering the Project site, and materials used for the Project, such as fill dirt or erosion control materials, shall be from weed-free locations or certified weed-free.

Mitigation Measure BIO-4: Oak Tree Survey and Compliance. In accordance with the City of Rocklin Oak Tree Preservation Ordinance, Chapter 17.77 of the Rocklin Municipal Code, an oak tree survey shall be conducted by a certified arborist to document the type, size, and condition of all oak trees measuring 6 inches or greater in diameter at breast height on the Project site for the purpose of determining whether an oak tree removal permit is required. If impacts to onsite oak trees would occur, mitigation shall be provided in accordance with the City of Rocklin Oak Tree Preservation Ordinance, which may include off-site tree replacement, contributions to the Rocklin Oak Tree Preservation Fund, and/or dedication of land, as determined by the City.

6.5. CULTURAL RESOURCES

Would the Project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?	☐	☐	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts that would occur to historical, cultural and paleontological resources within the Planning area as a result of the future urban development that was contemplated by the General Plan. These impacts included potential destruction or damage to any historical, cultural, and paleontological resources (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.8-1 through 4.8-21). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use and Open Space, Recreation and Conservation Elements, and include goals and policies that encourage the preservation and protection of historical, cultural and paleontological resources and the proper treatment and handling of such resources when they are discovered.

The General Plan EIR concluded that despite these goals and policies, significant cultural resources impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will contribute to cumulative impacts to historic character. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Project-Specific Impacts

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.8.1 and was determined to have a less than significant impact (City of Rocklin, 2011, pp. 4.8-14 to 4.8-16).

CEQA defines a historical resource as a resource that meets one or more of the following criteria: (1) listed in, or determined eligible for listing in, the California Register of Historical Resources (CRHR); (2) listed in a local register of historical resources as defined in PRC Section 5020.1(k) or identified as significant in a historical resource survey meeting the requirements of PRC Section 5024.1(g); or (3) determined to be a historical resource by a project's Lead Agency (PRC Section 21084.1 and CEQA Guidelines Section 15064.5[a]).

The California Register defines a "historical resource" as a resource that meets one or more of the following criteria: (1) associated with events that have made a significant contribution to the broad patterns or local or regional history of the cultural heritage of California; (2) associated with the lives of persons important to local, California; (3) embodies the distinctive characteristics of a type, period, California region, or method of construction or represents the work of a master or possesses high artistic values; or (4) has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation. No known historical resources have been identified on the project site.

As identified in the GP EIR, future development within the City has the potential to result in direct or indirect impacts to historical resources; however, implementation of General Plan policies OCR-62, historic resource preservation, and OCR-66, reuse of historic structures, would avoid or minimize impacts through preservation, documentation, or appropriate treatment of resources.

While there is the potential for undiscovered resources to be encountered during construction, compliance with applicable General Plan policies and standard regulatory requirements would ensure that any such resources are appropriately identified and managed. Furthermore, the Project would be subject to an inadvertent discovery requirement whereby, if historical resources are encountered during construction, work would be temporarily halted in the vicinity of the find and a qualified professional would be retained to evaluate the resource and recommend appropriate treatment measures consistent with CEQA Guidelines Section 15064.5.

Therefore, the proposed Project would not result in a substantial adverse change in the significance of a historical resource and would not result in new or more severe impacts beyond those identified in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.8.1 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.8-14 to 4.8-16).

As identified in the GP EIR, development within the City has the potential to impact archaeological resources; however, implementation of General Plan policies OCR-62, historic resource preservation, and OCR-65, archaeological/paleontological protection, would avoid or minimize impacts through preservation, documentation, or appropriate treatment of resources.

To address this potential, the proposed Project would implement MM CUL-1, requiring that if archaeological resources are encountered during construction, work be temporarily halted in the vicinity of the find and a qualified archaeologist be retained to evaluate the resource and recommend appropriate treatment measures, such as avoidance, preservation in place, or data recovery, consistent with CEQA Guidelines Section 15064.5, in compliance with General Plan Policy OCR-65.

Therefore, the proposed Project would not result in a substantial adverse change in the significance of an archaeological resource and would not result in new or more severe impacts beyond those identified in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

c) Disturb any human remains, including those interred outside of formal cemeteries?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.8.2 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.8-16 to 4.8-17).

The Project site does not contain a cemetery, and no known formal cemeteries are located within the immediate vicinity of the Project site. However, as identified in the GP EIR, there remains the potential for previously undiscovered human remains to be encountered during ground-disturbing activities. Nevertheless, should human remains be unearthed during grading and excavation activities associated with Project development, the construction contractor would be required by California law to comply with California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. According to Section 7050.5(b) and (c), if human remains are discovered, work in the immediate vicinity would be temporarily halted and a coroner must be contacted and if the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of Native American descent, the coroner is required to contact the NAHC by telephone within 24 hours. Pursuant to California Public Resources Code Section 5097.98, whenever the NAHC receives notification of a discovery of Native American human remains from a county coroner, the NAHC is required to immediately notify those persons it believes to be most likely descended from the deceased Native American. Consistent with General Plan Policy OCR-65 (archaeological and human remains protection), appropriate treatment and disposition would be carried out in consultation with the Most Likely Descendant, where applicable.

Through mandatory compliance with California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98, in conjunction with implementation of General Plan Policy OCR-65, the proposed Project would not result in significant impacts to human remains. Therefore, the proposed Project would result in no new impact related to disturbance of human remains and would not result in new or more severe impacts beyond those identified in the GP EIR.. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional review is required.

Cumulative Impacts

As discussed in the GP EIR on page 4.8-18, implementation of the General Plan could result in cumulatively considerable impacts to historical, archaeological, and tribal cultural resources due to the potential

disturbance of previously unidentified resources during future development. The Project would implement all applicable General Plan policies, as well as Project-specific mitigation measures requiring procedures for the identification, evaluation, treatment, and preservation of any previously undiscovered cultural resources encountered during ground-disturbing activities. Because the Project would comply with applicable General Plan policies, implement the mitigation framework established in the General Plan EIR, and incorporate Project-specific measures to avoid and minimize impacts to previously undiscovered resources, the Project would not make a cumulatively considerable contribution to the cumulative impacts identified in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of cultural resources, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR cultural resources analysis used a records search, NAHC Sacred Lands File search, tribal correspondence, review of the Rocklin Historical Society website, and other published cultural and historic sources for the Planning Area. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's development intensity being within the level analyzed in the GP EIR and the Project's development area being the same as was analyzed in the GP EIR, no substantial new information has been identified that would result in a cultural resources impact more severe than anticipated in the GP EIR.
5. No new mitigation measures would be required. Project specific impacts would be less than significant with adherence to the City's mitigation measures, as listed below.

Uniformly Applied Development Policies or Standards (DP/S)

None.

GP Goals and Policies

Policy OCR-62. Preserve historically significant resources in place if feasible, or provide mitigation (avoidance, excavation, documentation, curation, data recovery, or other appropriate measures) prior to further disturbance.

Policy OCR-65. Preserve significant archaeological resources (including Native American remains) and paleontological resources in place if feasible, or provide mitigation (avoidance, excavation, documentation, curation, data recovery, or other appropriate measures) prior to further disturbance.

GP EIR Mitigation Measures

No mitigation measures related to cultural resources are included in the GP EIR.

Project Specific Mitigation Measures

Mitigation Measure CUL-1: Unanticipated Resources. The developer/permit holder or any successor in interest shall comply with the following for the life of this permit. If during ground disturbance activities, unanticipated cultural resources are discovered, the following procedures shall be followed:

All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted and the Project archaeologist shall call the City Environmental Services Manager immediately upon discovery of the cultural resource. A meeting shall be convened between the developer, the Project archaeologist, the Native American tribal representative, and the City Environmental Services Manager to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the City Environmental Services Manager, as to the appropriate treatment (documentation, recovery, avoidance, etc.) for the cultural resource. Resource evaluations shall be limited to nondestructive analysis.

Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.

6.6. ENERGY

Would the Project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	☐	☐	☐	☐	☒	☐
b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	☐	☐	☐	☐	☐	☒

Summary of Impacts Identified in the GP EIR

The GP EIR determined that short-term construction activities would result in temporary increases in electricity demand and transportation-related energy use, with energy consumption fluctuating based on the construction phase. Construction activities would be typical of development under the General Plan and would not result in substantial or inefficient energy use (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.13-30 through 4.13-32).

Operational energy demand would increase with implementation of the General Plan due to population and development growth. However, compliance with Title 24 Building Energy Efficiency Standards and the California Green Building Standards Code (CALGreen), as well as implementation of General Plan policies OCR-56 and OCR-57, would promote energy conservation, improve building efficiency, and support sustainable land use patterns.

As discussed in the GP EIR, implementation of the General Plan would not result in inefficient, wasteful, or unnecessary consumption of energy resources and would not conflict with applicable State or local plans for energy efficiency or renewable energy. Therefore, impacts related to energy would be less than significant.

Project-Specific Impacts

This section was prepared using the following report:

- *Air Quality, Energy, and Greenhouse Gas Impact Study,* prepared by EPD Solutions Inc., April 2026. Included as Appendix A.

a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.13.3.2 and was determined result in a less-than-significant impact. The GP EIR determined that development under the General Plan would be required to comply with California Building Energy Efficiency Standards (Title 24), which would minimize inefficient, wasteful, and unnecessary consumption of energy and reduce impacts on peak energy demand and overall State energy use. In addition, implementation of General Plan policies OCR-56 and OCR-57 would promote energy conservation and efficient land use patterns. As such, the GP EIR concluded that impacts related to energy consumption would be less than significant . (City of Rocklin, 2011, pp. 4.13-30 to 4.13-31).

Construction

During construction of the proposed Project, energy would be consumed in three general forms:

1. Petroleum-based fuels used to power off-road construction vehicles and equipment, construction worker travel to and from the site, as well as delivery truck trips;
2. Electricity associated with providing temporary power for lighting and electric equipment; and
3. Energy used in the production of construction materials, such as asphalt, paint, fencing, lighting, and gate materials.

Construction activities would require the use of diesel-fueled equipment and gasoline-powered worker, vendor, and haul vehicles. Total construction fuel consumption is estimated at approximately 107,542 gallons of diesel fuel and 114,505.7 gallons of gasoline over the duration of construction. This represents approximately a 1.70 percent increase in countywide diesel consumption and a 0.12 percent increase in countywide gasoline consumption, which are nominal increases relative to regional energy demand (Appendix A).

Electricity consumption during construction would be limited to temporary uses such as lighting and construction trailers and would represent a negligible portion of total Project energy demand. Natural gas consumption during construction would also be negligible. In addition, construction activities would be typical of residential development and would not require specialized equipment or processes that would result in excessive or inefficient energy use.

Operation

Once operational, the proposed Project would generate demand for electricity and gasoline for vehicle trips. Operational use of energy would include the heating, cooling, and lighting of residential units, water heating, operation of electrical systems and plug-in appliances, and the transport of electricity and water to the areas where they would be consumed. The proposed Project is designed as an all-electric development and would not utilize natural gas. This use of energy is typical for residential development, and no operational activities or land uses are proposed that would result in extraordinary energy consumption.

Transportation

The largest source of operational energy use would be vehicle trips generated by residents. The proposed Project would result in an estimated annual fuel consumption of approximately 203,047.6 gallons of

gasoline (Appendix A). Trip generation associated with the proposed Project would be consistent with similar residential developments of comparable scale and configuration. The Project does not include uses or operational characteristics that would generate excessive or unnecessary vehicle trips or result in inefficient transportation energy consumption. As such, transportation-related energy use would not be considered wasteful or inefficient.

Electricity

The estimated electricity demand for the proposed Project would be approximately 1,393,829.1 kilowatt-hours (kWh) per year (Appendix A). This represents a less than 0.01 percent increase in countywide electricity consumption, which is nominal in comparison to regional energy demand. The Project's electricity consumption would be consistent with that of similar residential developments and would not represent an inefficient or excessive use of energy resources.

Renewable Energy

The proposed Project would be required to comply with Title 24 Building Energy Efficiency Standards, including current requirements for the installation of solar photovoltaic (PV) systems for new residential development. Compliance with these standards would improve energy efficiency and reduce reliance on non-renewable energy sources. The Project would not inhibit the use of renewable energy and would support the continued transition toward cleaner energy sources.

Based on the foregoing analysis, operational energy consumption associated with the proposed Project would be typical of residential development and would not result in inefficient, wasteful, or unnecessary use of energy resources. In addition, the Project would not conflict with applicable plans for energy efficiency or renewable energy. Therefore, impacts would be less than significant. Pursuant to CEQA Guidelines Section 15183, no new or substantially greater impacts would occur beyond those previously evaluated in the GP EIR, and no additional environmental review is required.

b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

No Impact. This topic was not evaluated in the GP EIR.

The State of California has adopted various plans and programs to promote renewable energy and energy efficiency, including the California Building Energy Efficiency Standards (Title 24, Part 6), the California Green Building Standards Code (CALGreen; Title 24, Part 11), and the Renewables Portfolio Standard (RPS) Program, which requires utilities to procure increasing amounts of electricity from renewable sources.

The proposed Project would be required to comply with Title 24 and CALGreen, as adopted by the City of Rocklin and enforced through the building permit and plan check process. These standards are designed to reduce energy consumption and ensure consistency with statewide energy conservation goals. The RPS applies to electricity providers rather than individual development projects; therefore, the proposed Project would not conflict with or obstruct implementation of the RPS.

Because the Project would comply with applicable energy efficiency standards and would not interfere with implementation of State or local renewable energy programs, it would not conflict with or obstruct an applicable plan. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed project would not result in a peculiar impact related to creating a conflict with, or obstruct a plan for renewable energy or

energy efficiency pursuant to Section 15183. Therefore, no impacts would occur. Pursuant to CEQA Guidelines Section 15183, no new or substantially greater impacts would occur, and no additional environmental review is required.

Cumulative Impacts

As discussed in the GP EIR on page 4.13-32, the proposed Rocklin General Plan Update's mitigating policies and their associated action steps, and the requirement that subsequent development under the General Plan comply with energy efficiency standards in Title 24 of the California Code, ensure that the impact will be less than cumulatively considerable. As discussed above, the Project would be designed and constructed in compliance with the current California Building Energy Efficiency Standards (Title 24), the California Green Building Standards Code (CALGreen), and all applicable City of Rocklin requirements related to energy efficiency. Compliance with these regulations would ensure the incorporation of energy-efficient building materials, lighting, mechanical systems, appliances, and water conservation features that reduce overall energy consumption. Because the Project would comply with applicable General Plan policies, the Project would not make a cumulatively considerable contribution to the cumulative impacts identified in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of energy, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR utilities analysis used California Energy Commission and California Public Utilities Commission information, service provider consultation, and Title 24 requirements to evaluate electricity, natural gas, telecommunication, and energy efficiency impacts. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's development intensity being within the level analyzed in the GP EIR, and the findings of the project-specific Air Quality, Energy, and Greenhouse Gas Impact Study, no substantial new information has been identified that would result in a new or substantially greater energy impact.
5. No mitigation measures related to energy are contained within the GP EIR. Additionally, no mitigation measures would be required because Project specific impacts would be less than significant.

Uniformly Applied Development Policies or Standards (DP/S)

Title 24, Energy Efficiency and Green Building Standards. The Project is required to be designed in accordance with the applicable Title 24 Energy Efficiency Standards and CALGreen standards (California Code of Regulations [CCR], Title 24, Part 6 and Part 11). These standards are updated, nominally every three years, to incorporate improved energy efficiency technologies and methods.

City of Rocklin Municipal Code Section 15.04.010: Building Code. The City of Rocklin adopts by reference the California Building Standards Code (CCR Title 24), including Part 6 (Energy Code) and Part 11

(CALGreen), which establishes mandatory energy efficiency and green building requirements for all new development within the City.

GP Goals and Policies

Policy OCR-56 Encourage energy conservation in new developments.

Policy OCR-57 Encourage urban design and form that conserves land and other resources.

GP EIR Mitigation Measures

No mitigation measures related to energy are included in the GP EIR.

6.7. GEOLOGY AND SOILS

Would the project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:						
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	☐	☐	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☐	☒	☐
iv) Landslides?	☐	☐	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading,	☐	☐	☐	☐	☒	☐

Would the project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
subsidence, liquefaction, or collapse?						
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts of local soils and geology on development that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included seismic hazards such as ground shaking and liquefaction, erosion, soil stability, and wastewater conflicts (City of Rocklin General Plan Update Draft EIR, 2011 pages 4.6-1 through 4.6-27). The analysis found that while development and buildout of the General Plan can result in geological impacts, these impacts would be reduced to a less than significant level through the application of development standards contained in the City's Improvement Standards and Standard Specifications and in the Rocklin Municipal Code, the application of General Plan goals and policies that would assist in minimizing or avoiding geologic hazards and compliance with local, state and federal standards related to geologic conditions.

Project-Specific Impacts

This section is based on the following reports:

- *Geotechnical Engineering Study Update*, prepared by Youngdahl Consulting Group, Inc., November 2025. Included as Appendix C.

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.6.1 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.6-18 to 4.6-20).

As described in the Geotechnical Evaluation (Appendix C), the Project site is within a region of relatively low seismic activity in northern California, which means occasional seismic ground shaking is possible over the lifetime of the proposed Project. The Project site is not located within an Alquist-Priolo Earthquake Fault Zone, and no known active faults traverse the Project site or the City of Rocklin.

However, the proposed Project would be required to comply with the seismic safety requirements as well as State and local seismic and structural regulations (i.e. California Seismic Hazards Mapping Act, California Building Standards Code, and the City of Rocklin Municipal Code). Structures built in the City are required to be built in compliance with the CBC (California Code of Regulations, Title 24, Part 2) which provides provisions for earthquake safety. The CBC standards also require all new developments to be designed consistent with a site specific, design-level geotechnical report, which would be fully compliant with the seismic recommendations of a California-registered professional geotechnical engineer. Consistent with the recommendations of the Geotechnical Evaluation, proposed buildings would be setback from the fault zone, and no active faults are present within the delineated buildable area of the proposed Project.

Adherence to the applicable CBC requirements, Alquist-Priolo Fault Zoning Act, Seismic Hazards Mapping Act, and General Plan policies, such as Policy S-1 and Policy S-20 related to seismic safety, would ensure that development of the proposed Project would not directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving ground rupture of a fault. Thus, impacts would be less than significant, and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

ii. Strong seismic ground shaking?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.6.1 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.6-18 to 4.6-20).

The amount of motion expected at a building site can vary from no motion to forceful depending upon the distance to the fault, the magnitude of the earthquake, and the local geology. As described in the GP EIR, the City of Rocklin is not located within an Alquist-Priolo Earthquake Fault Zone and no known active faults traverse the City of Rocklin, but the City may experience ground

shaking from regional fault systems located outside the Planning Area. The Project site is not located within a State of California Seismic Hazard Zone. The Project site, similar to all sites across California, is subject to minor ground shaking and potentially secondary hazards as a result of earthquakes. However, structures built in the City are required to be built in compliance with the CBC (California Code of Regulations, Title 24, Part 2) that provides provisions for earthquake safety based on factors including building occupancy type, the types of soils on-site, and the probable strength of ground motion. Compliance with the CBC would require the incorporation of: (1) seismic safety features to minimize the potential for significant effects as a result of earthquakes; (2) proper building footings and foundations; and (3) construction of the building structure so that it would withstand the effects of strong ground shaking.

The proposed Project would also be developed in compliance with the Rocklin Municipal Code, the recommendations of the Geotechnical Evaluation (included as Appendix C), and all other ordinances adopted by the City related to construction and safety. The Rocklin Building Services Division would review the building plans through building plan checks, issuance of a building permit, and inspection of the building during construction, which would ensure that all required CBC seismic safety measures are incorporated into the building. Compliance with these requirements would reduce impacts related to strong seismic ground shaking to a less-than-significant level. Thus, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

iii. Seismic-related ground failure, including liquefaction?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.6.1 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.6-18 to 4.6-20).

Liquefaction occurs when soils are transformed from a solid state into a liquefied state due to increased pressure. Liquefaction is most likely to occur when soils of higher porosity (i.e., clay) become saturated and subjected to seismic activity. Areas where the groundwater table is approximately 50 feet below ground surface are also more susceptible to liquefaction.

As described in the GP EIR, the potential for soil liquefaction within the Rocklin Planning Area is considered minimal due to the presence of stable granitic bedrock, relatively deep groundwater levels (approximately 13 to 161 feet below ground surface), and the general geologic conditions of the area. While localized areas of clay soils may exhibit instability when saturated and subjected to ground shaking, such conditions are not considered a significant hazard within the Planning Area.

The Project site is not located within a State of California Seismic Hazard Zone for earthquake-induced liquefaction or landsliding. In addition, the Geotechnical Evaluation evaluated the liquefaction potential at the site and determined based on the relatively low seismicity of the area, the relatively shallow depth to rock, the dense and competent nature of the subsurface soils and relatively deep groundwater conditions, the liquefaction potential at the Project site is considered to be very low (Appendix C). Regional ground waters are not expected to be a major

factor in the development of the site, further supporting the conclusion that the site is not susceptible to liquefaction hazards.

Additionally, as described previously, the proposed Project would be required to be constructed in compliance with the CBC, the recommendations included in the Geotechnical Evaluation, and the City's Municipal Code, which would be verified through the City's plan check and permitting process. Thus, potential impacts related to liquefaction would be less than significant. Therefore, the proposed Project would not result in significant impacts on people or structures due to ground failure or liquefaction.

Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

iv. Landslides?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.6.3 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.6-21 to 4.6-22).

Landslides are the downhill movement of masses of earth and rock and are often associated with earthquakes. However, other factors, such as the slope, moisture content of the soil, composition of the subsurface geology, heavy rains, and improper grading can influence the occurrence of landslides. The Project site is not located near any slopes or hillsides and is situated on relatively flat terrain within an urbanized portion of the City. As described in the GP EIR, while localized soil conditions may require special design considerations, the Planning Area is not characterized by widespread landslide hazards. The Project site does not contain topographic features that would be susceptible to slope instability or landslide conditions. In addition, the proposed Project would be required to comply with the California Building Standards Code (CBC; CCR Title 24), City of Rocklin Municipal Code Section 15.04.010, and applicable grading requirements under Chapter 15.28, and implementation of applicable General Plan policies. A site-specific Geotechnical Evaluation (Appendix C) has been prepared for the Project and would provide recommendations for site preparation and foundation design to ensure stability of the proposed improvements.

Therefore, the proposed Project would not expose people or structures to slope instability or seismically induced landslides. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

b) Result in soil erosion or the loss of topsoil?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.6.2 and was determined to have a less-than-significant impact through compliance with NPDES requirements, preparation of a Stormwater Pollution Prevention Plan (SWPPP), City grading and erosion control standards, and applicable General Plan policies (City of Rocklin, 2011, pp. 4.6-20 to 4.6-21).

Construction of the proposed Project has the potential to contribute to soil erosion and the loss of topsoil. Grading activities that would be required for the proposed Project would expose and loosen topsoil, which could be eroded by wind or water. However, construction activities would be required to comply with the City of Rocklin Municipal Code, including applicable grading and erosion control requirements under Chapter 15.28, Grading, Erosion and Sediment Control, requiring preparation and approval of an erosion control plan and implementation of appropriate measures during soil-disturbing activities to reduce erosion.

Furthermore, the proposed Project would be subject to NPDES permitting regulations, including implementation of a SWPPP and associated Best Management Practices (BMPs). BMPs may include a combination of construction methods to reduce, prevent, or minimize soil erosion from Project-related grading and construction activities, such as silt fencing, fiber rolls, stabilized construction entrances, hydroseeding, and sediment control measures. Additionally, the Construction General Permit, State Water Resources Control Board Order No. 2009-0009-DWQ, regulates construction activities to minimize water pollution, including sediment.

As identified in the GP EIR, soils within the Planning Area generally have moderate erosion potential; however, compliance with City regulations, SWPPP requirements, and implementation of BMPs would reduce erosion impacts to less than significant levels. Additionally, the proposed Project includes installation of landscaping throughout the site. With this landscaping, areas of loose topsoil that could be eroded by wind or water would be stabilized upon operation of the proposed Project. Stormwater features associated with the Project, including landscaped areas and on-site drainage design, would further reduce runoff velocities and erosion potential.

Therefore, with implementation of existing regulatory requirements, impacts related to substantial soil erosion or loss of topsoil would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.6.3 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.6-21 to 4.6-22).

As described above, the Project site does not contain nor is it adjacent to any significant slope or hillside area. The proposed Project would also not create slopes. Thus, on or off-site landslides would not occur from the implementation of the proposed Project.

Lateral spreading is a type of liquefaction-induced ground failure associated with the lateral displacement of surficial blocks of sediment resulting from liquefaction in a subsurface layer. Once liquefaction transforms the subsurface layer into a fluid mass, gravity plus the earthquake inertial forces may cause the mass to move downslope towards a free face (such as a river channel or an embankment). Lateral spreading may cause large horizontal displacements, and such movement typically damages pipelines, utilities, bridges, and structures. As described previously, the Geotechnical Evaluation found that the site

possesses a low liquefaction potential. Additionally, because the site is relatively flat and the relatively low liquefaction hazard potential, the potential for earthquake-induced lateral spreading is considered negligible at the site (Appendix C). Therefore, impacts related to liquefaction and lateral spreading are not anticipated at the Project site, and impacts would be less than significant.

Subsidence is a general lowering of the ground surface over a large area that is generally attributed to lowering of groundwater levels within a basin. The Project site is not located within a known subsidence hazard area, and groundwater conditions encountered during subsurface exploration indicate relatively deep groundwater levels that would not be expected to contribute to subsidence-related impacts at the site (Appendix C). Any potential settlement would be localized and addressed through standard engineering design and foundation recommendations provided in the Geotechnical Evaluation. Compliance with the CBC would be required by the City of Rocklin through the building plan check and permitting process, which would ensure that impacts related to subsidence would be less than significant.

Overall, compliance with the requirements of the CBC, as ensured by the City through the permitting process, and implementation of site-specific geotechnical recommendations would ensure impacts related to lateral spreading, subsidence, liquefaction, and collapse would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no subsequent review is required.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.6.3 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.6-21 to 4.6-22).

Expansive soils contain clay particles that swell when wet and shrink when dry. Foundations constructed on expansive soils are subjected to forces caused by the swelling and shrinkage of the soils and could result in heaving and cracking of buildings and foundations. As part of the Geotechnical Evaluation, laboratory testing was performed on selected soil samples obtained during the field exploration to confirm the field classification of the soils. The test results indicated that near-surface soils exhibit a low expansion index, indicating a low potential for shrink-swell behavior (Appendix C). Additionally, compliance with the CBC would be incorporated into grading plans and building specifications as a condition of construction permit approval to ensure that the proposed Project structures would withstand effects related to ground movement, including expansive soils. Thus, impacts related to expansive soils would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.6.4 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.6-22 to 4.6-24).

As described in the GP EIR, impacts related to septic systems are generally associated with development in areas where public sewer service is not available. However, such conditions are limited within the City of Rocklin, where most urban development is served by public wastewater infrastructure.

The proposed Project would not utilize septic tanks or alternative wastewater disposal systems. Wastewater generated by the Project would be conveyed via on-site sewer infrastructure, including eight-inch sewer lines, which would connect to an existing 8-inch public sewer line located within Pacific Street.

Because the Project would connect to an existing public sewer system, soils underlying the site would not be relied upon for wastewater disposal. Therefore, the suitability of soils for septic systems is not a relevant factor for the proposed Project.

Accordingly, impacts related to soils incapable of supporting septic systems would not occur. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no subsequent review is required.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.8.3 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.8-17 to 4.8-18).

The proposed Project includes site preparation, excavation, grading, and other ground disturbance activities that have the potential to damage or destroy paleontological resources that may be present on the Project site. No paleontological resources study has been conducted for the Project site; however, as identified in the GP EIR, fossil resources have been identified within the Planning Area, and there remains the potential for undiscovered resources to occur at depth.

The Project site is underlain by alluvial deposits of Pleistocene age, which are generally considered to have moderate to high paleontological sensitivity. As such, there is a potential for unknown paleontological resources to be encountered during ground-disturbing activities.

In the event that paleontological resources are inadvertently discovered during construction, work would be halted in the vicinity of the find and a qualified paleontologist would be retained to evaluate the significance of the resource and recommend appropriate treatment measures in accordance with standard professional practices.

Compliance with applicable General Plan policies, including Policy OCR-65, which requires preservation or mitigation of impacts to paleontological resources, and implementation of standard inadvertent discovery procedures would ensure that impacts remain less than significant. Therefore, the proposed Project is consistent with the findings of the GP EIR and would not result in new or substantially more severe impacts that would directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no subsequent review is required.

Cumulative Impacts

As discussed in the GP EIR on pages 4.6-24 through 4.6-25, compliance with adopted erosion control standards and NPDES and SWPPP requirements, as well as implementation of the General Plan Update policies, would ensure that substantial soil erosion and loss of topsoil impacts related to implementation of the proposed project would be less than significant and that, consequently, cumulative impacts would be less than cumulatively considerable. As discussed above, the Project would be designed and constructed in accordance with the recommendations of the geotechnical investigation, the California Building Code, applicable City of Rocklin grading and construction standards, and all other applicable federal, state, and local regulations. Implementation of these requirements would ensure that the Project is appropriately designed to address site-specific geologic conditions, including seismic hazards, soil stability, erosion control, and expansive soils. The Project would implement all applicable General Plan policies and regulations governing grading, erosion control, and structural design, and would incorporate the recommendations of the project-specific geotechnical investigation into final engineering and construction plans. Accordingly, the Project would not make a cumulatively considerable contribution to the cumulative geology and soils impacts identified in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of geology and soils, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR geology and soils analysis used published information, surveys, reports, agency resources, the proposed General Plan Update, the Placer County Multi-Hazard Mitigation Plan, and applicable City regulations. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's development intensity being within the level analyzed in the GP EIR and the Project's development area being the same as was analyzed in the GP EIR, and the findings of the project-specific Geotechnical Engineering Study Update, no substantial new information has been identified that would result in a geology and soils impact more severe than anticipated in the GP EIR.
5. No new mitigation measures would be required. Project specific impacts would be less than significant.

Uniformly Applied Development Policies or Standards (DP/S)

California Building Standards Code Title 24-Structural and Seismic Standards. The proposed Project would be required to comply with the California Building Standards Code (California Code of Regulations [CCR], Title 24), including Part 2 (California Building Code), which establishes structural design and seismic safety requirements for buildings. These standards require structures to be designed to withstand seismic forces, incorporate appropriate foundation systems, and address site-specific geotechnical conditions.

City of Rocklin Municipal Code Chapter 15.04.010: Building Code. The proposed Project would be required to comply with the City's adopted Building Code, as outlined in Rocklin Municipal Code Chapter 15.04. This section adopts the most recent edition of the California Building Standards Code (Title 24), along with any local amendments, to ensure safe and structurally sound development. All building plans would be subject to plan check and permit review by the City's Building and Safety Division to confirm compliance with applicable structural, electrical, plumbing, mechanical, fire safety, and energy efficiency standards. Adherence to these requirements would ensure that all new construction meets current safety and performance codes.

Rocklin Municipal Code Chapter 15.28: Grading, Erosion and Sediment Control. The proposed Project would be required to comply with Chapter 15.28, which requires preparation and approval of grading and erosion control plans and implementation of measures to minimize soil erosion and loss of topsoil during construction activities.

GP Goals and Policies

Policy S-1: Require engineering analysis of new development proposals in areas with possible soil instability, flooding, earthquake faults, or other hazards, and to prohibit development that cannot mitigate the applicable hazard.

Policy S-20: Provide for seismic safety and structural integrity in residential, commercial, industrial and public facilities through Building Code enforcement.

Policy S-21: Require site-specific geotechnical studies of development proposals in areas subject to landslide potential, erosion, and/or slope instability.

Policy OCR-49: Minimize the degradation of water quality through use of erosion control plans and Best Management Practices.

Policy OCR-65: Preserve significant archaeological resources (including Native American remains) and paleontological resources in place if feasible, or provide mitigation (avoidance, excavation, documentation, curation, data recovery, or other appropriate measures) prior to further disturbance.

GP EIR Mitigation Measures

No mitigation measures related to geology and soils are included in the GP EIR.

6.8. GREENHOUSE GAS EMISSIONS

Would the Project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts that would occur related to climate change and greenhouse gas emissions as a result of the future urban development that was contemplated by the General Plan. These impacts included consistency with greenhouse gas reduction measure, climate change environmental effects on the City and generation of greenhouse gas emissions (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.15-1 through 4.15-25). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use and Circulation Elements, and include goals and policies that encourage the use of alternative modes of transportation and promote mixed use and infill development.

The General Plan EIR concluded that despite these goals and policies, significant greenhouse gas emission impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will result in the generation of greenhouse gas emissions which are cumulatively considerable. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to this impact, which was found to be significant and unavoidable.

Project-Specific Impacts

This section was prepared using the following report:

- *Air Quality, Energy, and Greenhouse Gas Impact Analysis,* prepared by EPD Solutions, April 2026. Included as Appendix A.

GHG Thresholds

CEQA Guidelines Section 15064.4 provides discretion to the lead agency whether to: (1) use a model of methodology to quantify GHG emissions resulting from a project, and which model or methodology to use; or (2) rely on a qualitative analysis or performance-based standards. In addition, CEQA does not provide guidance to determine whether the project's estimated GHG emissions are significant, but recommends that lead agencies consider several factors that may be used in the determination of significance of project related GHG emissions, including:

- The extent to which the project may increase or reduce GHG emissions as compared to the existing environmental setting.
- Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project.
- The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of GHG emissions.

CEQA Guidelines Section 15130(f) describes that the effects of GHG emissions are by their very nature cumulative and should be analyzed in the context of CEQA's requirements for cumulative impact analysis. Additionally, CEQA Guidelines Section 15064(h)3 states that a project's incremental contribution to a cumulative impact can be found not cumulatively considerable if the project would comply with an approved plan or mitigation program that provides requirements to avoid or lessen the cumulative problem.

CEQA allows the significance criteria established by the applicable air quality management or air pollution control district to be used to assess impacts of a project on climate change.

California State Executive Order S-3-05, issued by Governor Arnold Schwarzenegger in June 2005, established comprehensive GHG reduction targets for the state (Executive Department State of California, 2005). It mandated reducing GHG emissions to 2000 levels by 2010, to 1990 levels by 2020, and to 80 percent below 1990 levels by 2050. This Executive Order laid the foundation for subsequent climate change mitigation efforts in California, including the development of various policies and programs aimed at reducing emissions across sectors such as transportation, energy, and industry. The objective of the Executive Order is to contribute to capping worldwide CO_2 concentrations at 450 parts per million (ppm), stabilizing global climate change.

The Placer County Air Pollution Control District (PCAPCD) has adopted thresholds for GHG emissions within their jurisdiction. The thresholds were determined based on the goals set by Executive Order S-3-0517, which set a goal to reduce GHG emissions by 80 percent below 1990 levels by 2050, and Senate Bill (SB) 32, which established into law a GHG reduction target of 40 percent below 1990 levels by 2030.

The PCAPCD has established project-level greenhouse gas (GHG) significance thresholds based on consideration of multiple factors, including: (1) thresholds adopted by other air districts, (2) CEQA projects reviewed by the District, (3) applicable statewide regulatory requirements for 2030, and (4) local geographic considerations specific to Placer County.

The PCAPCD applies a bright-line significance threshold of 10,000 metric tons of carbon dioxide equivalent ($MTCO_2e$) per year to evaluate both construction-related and operational GHG emissions associated with

land use projects. Projects with emissions exceeding this threshold are considered to have a cumulatively considerable contribution to global climate change.

In addition to the bright-line threshold, the PCAPCD has developed a tiered approach for evaluating operational GHG emissions, which includes the following:

- **Bright-Line Threshold:** 10,000 $MTCO_2e$ per year.
- **Efficiency Metrics:**
    - Residential Development
        - Urban: 4.5 $MTCO_2e$ per capita per year
        - Rural: 5.5 $MTCO_2e$ per capita per year
    - Non-Residential Development
        - Urban: 26.5 $MTCO_2e$ per capita per year
        - Rural: 27.3 $MTCO_2e$ per capita per year
- **De Minimis Threshold:** 1,100 $MTCO_2e$ per year for operational emissions.

For the purposes of Appendix A, the **10,000 $MTCO_2e$ per year bright-line threshold** is used to evaluate the Project's construction and operational emissions. Projects with emissions below this threshold are not considered to result in a cumulatively considerable contribution to climate change.

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.15.3 and was determined to have a significant and unavoidable impact. The GP EIR determined that while the General Plan includes policies to reduce greenhouse gas (GHG) emissions from future development, implementation would still result in an overall increase in emissions compared to existing conditions and would not achieve the long-term reduction goals established by State regulations. As such, impacts related to GHG emissions were determined to be significant and unavoidable (City of Rocklin, 2011, pp. 4.15-24).

Construction

Construction of the proposed Project is anticipated to occur over approximately 24 months, beginning in the second quarter of 2027 and ending in the second quarter of 2029. GHG emissions associated with Project construction would occur over the short term and would consist primarily of emissions from construction equipment, as well as worker and vendor vehicle trips. The calculations presented below include construction emissions in terms of annual CO_2e GHG emissions from increased energy consumption, water usage, and solid waste disposal, as well as estimated GHG emissions from vehicular traffic that would result from implementation of the proposed Project. During construction of the proposed Project, GHGs would be emitted through the operation of construction equipment, as well as emissions from worker and vendor vehicles, each of which typically uses fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO_2, CH_4, and N_2O. Furthermore, CH_4 is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

As shown in Table GHG-1, *Project Construction GHG Emissions*, total construction emissions are estimated at approximately 751 $MTCO_2e$ over the duration of construction. These emissions would be temporary and short-term in nature and would cease upon completion of construction. Therefore, construction-related GHG emissions would not represent a long-term contribution to global climate change.

Table GHG-1: Project Construction GHG Emissions

Construction Year	Annual GHG Emissions ($MTCO_2e$)
Year 1 (2027)	267
Year 2 (2028)	395
Year 3 (2029)	89
Total Emissions	**751**
Significance Threshold	10,000
Threshold Exceeded?	**No**

Source: Appendix A.

Operation

During operation, the proposed Project would generate long-term GHG emissions from mobile sources (vehicle trips), area sources, electricity consumption, water usage, and solid waste generation. As shown in Table GHG-2, *Total Project GHG Emissions*, the proposed Project would generate approximately 2,213 $MTCO_2e$ per year, which is well below the Placer County Air Pollution Control District (PCAPCD) bright-line significance threshold of 10,000 $MTCO_2e$ per year.

While the GP EIR identified significant and unavoidable impacts related to GHG emissions at the program level due to long-term growth and uncertainty in achieving reduction targets, the proposed Project would not generate emissions exceeding applicable thresholds or result in emissions beyond those previously evaluated in the GP EIR.

Based on the foregoing analysis, implementation of the proposed Project would not result in new or substantially more severe GHG impacts beyond what was previously evaluated, identified, and disclosed in the GP EIR. Therefore, no new or substantially greater impacts would occur. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

Table GHG-2: Total Project GHG Emissions

Activity	Annual GHG Emissions ($MTCO_2e$)[1]
Mobile	1,998
Area	3
Energy	130
Water	15
Waste	65

Activity	Annual GHG Emissions ($MTCO_2e$)[1]
Refrigeration	0
Total Project Operation Emissions	**2,213**
Significance Threshold	10,000
Threshold Exceeded?	**No**

Source: Appendix A

[1] Values may vary slightly due to rounding;

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.15.1 and was determined to result in a less than significant impact. The GP EIR determined that implementation of the General Plan Update would be consistent with applicable State and regional plans adopted for the purpose of reducing greenhouse gas (GHG) emissions, including the California Air Resources Board (CARB) Scoping Plan and Executive Order S-3-05, and would not conflict with applicable GHG reduction strategies (City of Rocklin, 2011, pp. 4.15-15 to 4.15-23).

The proposed Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. The Project would be required to comply with applicable State regulations that reduce GHG emissions, including the Global Warming Solutions Act of 2006 (AB 32), which requires reduction of statewide emissions to 1990 levels; Senate Bill 32 (SB 32), which establishes a target of 40 percent below 1990 levels by 2030; and the Pavley Fuel Efficiency Standards (AB 1493), which regulate vehicle emissions.

In addition, the proposed Project would be required to comply with Title 24 Building Energy Efficiency Standards and the California Green Building Standards Code (CALGreen), which require reductions in energy consumption, water use, and construction waste. The Project would also be subject to the Low Carbon Fuel Standard (LCFS) and vehicle efficiency standards implemented by CARB, which reduce emissions associated with mobile sources.

As demonstrated in the Project-specific air quality and GHG analysis (Appendix A), the proposed Project would generate approximately 2,213 $MTCO_2e$ per year, which is well below the Placer County Air Pollution Control District (PCAPCD) bright-line threshold of 10,000 $MTCO_2e$ per year.

Based on the foregoing, the proposed Project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing greenhouse gas emissions. Therefore, no new or substantially greater impacts would occur beyond those previously evaluated in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

Cumulative Impacts

As discussed in the GP EIR on page 4.15-24, implementation of the General Plan would result in cumulatively considerable and significant and unavoidable impacts associated with GHG emissions due to increased residential, commercial, and industrial development. A project's GHG emissions are at a micro-scale relative to global emissions, but could result in a cumulatively considerable incremental contribution

to a significant cumulative macro-scale impact. As such, impacts related to emissions of GHG are inherently considered cumulative impacts. As shown in Table GHG-2, *Total Project GHG Emissions*, the proposed Project would generate approximately 2,213 $MTCO_2e$ per year, which is well below the Placer County Air Pollution Control District (PCAPCD) bright-line significance threshold of 10,000 $MTCO_2e$ per year. Therefore, the proposed Projects GHG emissions are considered less than cumulatively considerable. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of GHG emissions, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR climate change and greenhouse gases analysis used transportation, electricity, natural gas, and waste emissions modeling to evaluate GHG emissions associated with General Plan implementation. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's development intensity being within the level analyzed in the GP EIR, and the findings of the project-specific Air Quality, Energy, and Greenhouse Gas Impact Analysis, no substantial new information has been identified that would result in a greenhouse gas emissions impact more severe than anticipated in the GP EIR.
5. No new mitigation measures related to GHG would be required because Project specific impacts would be less than significant.

Uniformly Applied Development Policies or Standards (DP/S)

Title 24, Energy Efficiency and Green Building Standards. As listed in Section 6.6, *Energy*.

City of Rocklin Municipal Code Chapter 15.04.010: Building Code. As listed previously in Section 6.7, *Geology and Soils*.

GP Goals and Policies

Policy LU-11: Encourage infill residential development that is in keeping with the character and scale of the surrounding neighborhood, while providing a variety of densities and housing types as reflected by the zoning and land use designation of the infill property.

Policy LU-13: Review proposals for new residential development for compatibility with the character and scale of nearby neighborhoods, while providing a variety of densities and housing types as reflected by the zoning and land use designation of the infill property.

GP EIR Mitigation Measures

No mitigation measures related to GHG are required to reduce Project impacts.

6.9. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for	☐	☐	☐	☐	☒	☐

people residing or working in the project area?						
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated human health and hazards impacts that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included wildland fire hazards, transportation, use and disposal of hazardous materials, and emergency response and evacuation plans (City of Rocklin General Plan Update Draft EIR, 2011 pages 4.7-1 through 4.7- 30). The analysis found that while development and buildout of the Rocklin General Plan can introduce a variety of human health and hazards impacts, these impacts would be reduced to a less than significant level through the application of development standards in the Rocklin Municipal Code, the application of General Plan goals and policies that would assist in minimizing or avoiding hazardous conditions, and compliance with local, state and federal standards related to hazards and hazardous materials.

These goals, policies and standards include, but are not limited to, Chapter 2.32 of the Rocklin Municipal Code which requires the preparation and maintenance of an emergency operations plan, preventative measures in the City's Improvement Standards and Standard Specifications, compliance with local, state and federal standards related to hazards and hazardous materials and goals and policies in the General Plan Community Safety and Open Space, Conservation and Recreation Elements requiring coordination with emergency management agencies, annexation into fee districts for fire prevention/suppression and medical response, incorporation of fuel modification/fire hazard reduction planning, and requirements for site-specific hazard investigations and risk analysis.

Project-Specific Impacts

This section is based on the following reports:

- *Phase I Environmental Site Assessment*, prepared by Stantec Consulting Services, Inc., November 2025. Appendix D.
- *Phase II Environmental Site Assessment*, prepared by Stantec Consulting Services, Inc., December 2025. Appendix E.

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.7.3 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.7-22 to 4.7-25).

A hazardous material is defined as any material that, due to its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous wastes, and any material that a business or the local implementing agency has a reasonable basis for believing would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. Hazardous waste requires special handling and disposal because of their potential to damage public health and the environment.

Development and long-term operation of the proposed Project would require standard transport, use, and disposal of hazardous materials and wastes. If the use of these materials does not adhere to established federal, State, and local laws and regulations, workers, residents, the public, and/or the environment could be exposed to hazardous materials.

Construction

Heavy construction equipment (e.g., dozers, excavators, tractors) would be operated for construction of the proposed Project. The equipment would be fueled and maintained by petroleum-based substances such as diesel fuel, gasoline, oil, and hydraulic fluid, which are considered hazardous if improperly stored, handled, or transported. Other materials used, such as paints, adhesives, and solvents, could also result in accidental releases or spills that could pose risks to people and the environment. These risks are standard on all construction sites, and the proposed Project would not cause greater risks than would occur on other similar construction sites.

In addition, as identified in the Phase I and Phase II Environmental Site Assessments prepared for the Project site, recognized environmental conditions (RECs) associated with historical uses, including former railroad operations and industrial activities, have been identified. These assessments concluded that residual petroleum hydrocarbons and metals may be present in shallow and localized soils; however, these materials do not pose a significant risk to human health and are below applicable regulatory screening levels. In an abundance of caution, it is recommended that soils be removed onsite where historic arsenic impacts are documented onsite, in compliance with General Plan Policies S-14 and S-15 and has been included as Mitigation Measure HAZ-1. Potential vapor encroachment from nearby off-site sources were also evaluated and are not expected to pose a significant risk to the Project site. In addition, off-site hazardous materials sites in the surrounding area are regulated by appropriate agencies and are not expected to result in significant impacts to the Project site. During construction, any soil or groundwater encountered that exhibits signs of contamination would be managed, handled, and disposed of in accordance with applicable federal, State, and local regulations. Compliance with these requirements would ensure that potential exposure to hazardous materials during construction is minimized and would not result in a significant hazard to the public or the environment. As a standard precaution, a Soil Management Plan (SMP) would be implemented during construction to outline procedures for handling

previously unidentified materials encountered during grading activities, and is included as Mitigation measure HAZ-2.

Construction contractors would be required to comply with federal, State, and local laws and regulations regarding the transport, use, and storage of hazardous materials. The Hazardous Materials Transportation Act, as implemented by the United States Department of Transportation (USDOT), California Division of Occupational Safety and Health (Cal/OSHA), California Environmental Protection Agency (CalEPA), and the Department of Toxic Substances Control (DTSC), requires proper classification, handling, and transport of hazardous materials. Additionally, construction activities would require preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) in compliance with the NPDES General Construction Permit, which would include best management practices (BMPs) to minimize the potential for accidental releases, spills, and runoff of hazardous materials.

Mandatory compliance with applicable laws and regulations related to the routine transport, use, and disposal of hazardous materials during construction activities at the Project site would limit potentially significant hazards to construction workers, the public, and the environment. Impacts would be less than significant, and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR.

Operation

The proposed Project would develop the site with 281 multifamily residential units. While hazardous materials are not typically associated with this type of residential use, limited quantities of common household products, such as cleaning agents, pesticides, and herbicides, may be used for routine maintenance and landscaping. These types of materials are not acutely hazardous and would only be used and stored in limited quantities. The normal routine use of these hazardous materials pursuant to existing regulations would not result in a significant hazard to people or the environment in the vicinity of the proposed Project. With compliance with existing laws and regulations, the proposed Project would not result in new or more severe impacts beyond those identified in the GP EIR. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional review is required.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.7.3 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.7-22 to 4.7-25).

In November 2025, Stantec completed a Phase I Environmental Site Assessment (ESA) then conducted a subsequent Phase II ESA in December, 2025 for the Project site (Appendices D and E). The purpose of the ESA's were to identify recognized environmental conditions (RECs), including historical recognized environmental conditions (HRECs), and controlled recognized environmental conditions (CRECs) that may exist at a property. The term "recognized environmental condition" means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

Information gathered from interviews, reviews of existing data, and a site inspection were evaluated to determine if RECs are present in connection to the Project site. The Phase I ESA identified recognized environmental conditions (RECs) associated with historical uses of the site, including former railroad operations and industrial activities. A subsequent Phase II ESA further evaluated these conditions and determined that residual petroleum hydrocarbons and metals may be present in shallow, localized soils; however, these materials do not pose a significant risk to human health and are below applicable regulatory screening levels. Potential vapor encroachment from nearby off-site sources was also evaluated and is not expected to pose a significant risk to the Project site. Based on these findings and prior regulatory review, no further remediation was determined to be necessary.

Construction

While the routine use, storage, transport, and disposal of hazardous materials in accordance with applicable regulations during construction activities would not pose health risks or result in significant impacts, improper use, storage, transportation, and disposal of hazardous materials and wastes could result in accidental spills or releases, posing health risks to workers, the public, and the environment. To avoid an impact related to an accidental release, the use of BMPs during construction are implemented as part of a SWPPP as required by the NPDES General Construction Permit. Implementation of a SWPPP would protect quality of the water supply. Construction contract specifications would include strict on-site handling rules and BMPs that include, but are not limited to:

- Establishing a dedicated area for fuel storage and refueling and construction dewatering activities that includes secondary containment protection measures and spill control supplies;
- Following manufacturers' recommendations on the use, storage, and disposal of chemical products used in construction;
- Avoiding overtopping construction equipment fuel tanks;
- Properly containing and removing grease and oils during routine maintenance of equipment; and
- Properly disposing of discarded containers of fuels and other chemicals.

In addition, given the presence of shallow and localized soil impacts identified in the Phase II ESA, any soil or groundwater encountered during construction that exhibits signs of contamination would be managed, handled, and disposed of in accordance with applicable federal, State, and local regulations. The Phase II ESA identified limited, shallow concentrations of lead and arsenic in localized areas of the Project site, which are considered de minimis in extent and are recommended for removal during site development to eliminate potential exposure to future residents, and is included as Mitigation Measure HAZ-1.

The Phase II ESA also determined that no vapor intrusion risk is present at the Project site and that no vapor mitigation is warranted. In addition, no widespread soil or groundwater contamination was identified across the majority of the site. As a standard precaution, a Soil Management Plan (SMP) would be implemented during construction to outline procedures for handling previously unidentified materials encountered during grading activities, and is included as Mitigation Measure HAZ-2.

Compliance with these requirements would ensure that potential accidental releases or exposure to hazardous materials during construction are minimized.

Therefore, the proposed Project would not result in significant impacts related to a reasonably foreseeable upset and accident condition involving the release of hazardous materials into the

environment, and the proposed Project would not result in new or more severe impacts beyond those identified in the GP EIR. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR.

Operation

As discussed previously, hazardous materials are not typically associated with multifamily residential uses. Operations could require the use of various types and quantities of hazardous materials, including cleaning products and the use of pesticides and herbicides for landscape maintenance. These types of materials are not acutely hazardous and would only be used and stored in limited quantities. In addition, adherence to existing regulations related to hazards and hazardous materials safety would be required. Therefore, development of the proposed Project would be required to minimize risk of accidental spills and protect human health and the environment should any accidental spills or releases of hazardous materials occur during operation of the proposed Project, including on-site collection and treatment of potentially polluted runoff, as well as nonstructural maintenance implemented to prevent potentially hazardous spills or leaks of stored materials. As such, the proposed Project would not result in significant impacts related to the accidental upset or release of hazardous materials and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional review is required.

c) Emit hazardous emissions or handle hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No New Impact. This topic was evaluated in the GP EIR and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.7-22 to 4.7-25).

Holy Cross Lutheran Academy is located approximately 0.14 miles east of the Project site, within one-quarter mile. As such, the proposed Project has the potential to occur within proximity to a sensitive receptor.

As described in the previous responses, residential land uses are not typically associated with the routine use, storage, or release of hazardous materials. Construction and operation of the proposed Project would involve the use and disposal of limited quantities of hazardous materials, which would be used in compliance with federal, State, and local regulations, thereby reducing the potential for accidental spills or releases.

Construction activities may involve the temporary use of hazardous materials such as fuels, lubricants, and solvents; however, these materials would be handled in accordance with applicable regulatory requirements and standard construction practices, and would not result in substantial hazardous emissions. These activities would be short-term and would not result in prolonged exposure to nearby receptors, including the nearby school.

As identified in the Phase I and Phase II Environmental Site Assessments, limited shallow soil impacts are present in localized areas of the Project site; however, these conditions do not pose a significant risk to human health and would be managed in accordance with applicable regulatory requirements during construction. No vapor intrusion risk was identified at the site.

Furthermore, the emissions that would be generated from construction and operation of the proposed Project were evaluated in the air quality analysis discussed in Section 6.3, *Air Quality*, and were determined to be less than significant.

Consistent with General Plan Policies S-13 (hazardous materials disclosure), S-14 (construction contamination response), and S-15 (site investigation requirements), the proposed Project would be required to disclose hazardous materials use, cease construction in the event contamination is encountered, and implement appropriate evaluation and remediation measures, as necessary, under oversight of applicable regulatory agencies.

As described in the GP EIR, compliance with federal, State, and local regulations and implementation of General Plan policies would ensure that impacts associated with hazardous materials use and potential upset conditions, including those occurring within one-quarter mile of a school, would be less than significant.

Therefore, impacts related to hazardous emissions or handling of hazardous materials within one-quarter mile of a school would not result in new or more severe impacts beyond those identified in the GP EIR. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.7.3 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.7-22 to 4.7-25).

The GP EIR identified multiple hazardous materials sites within the Planning Area and evaluated the potential for development to occur on or near such sites. The GP EIR concluded that impacts associated with hazardous materials, including development on sites listed pursuant to Government Code Section 65962.5, would be less than significant with compliance with applicable federal, State, and local regulations and implementation of General Plan policies.

In November 2025, Stantec completed a Phase I ESA, followed by a Phase II ESA in December 2025 for the Project site in compliance with General Plan Policy S-15 (Appendices D and E). The Phase I ESA included a review of federal, State, and local regulatory databases to identify whether the Project site or surrounding properties are included on lists of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The Phase I ESA determined that the Project site is not included on any such list; however, recognized environmental conditions (RECs) associated with historical site uses were identified and warranted further evaluation.

The subsequent Phase II ESA evaluated these conditions and determined that limited, shallow concentrations of lead and arsenic are present in localized areas of near-surface soils. These impacts are considered de minimis in extent and do not represent a significant hazard to human health or the environment. The Phase II ESA recommended removal of these shallow soils in the affected areas prior to development to eliminate potential exposure to future receptors which has been included as Mitigation

Measure HAZ-1. No soil vapor intrusion risk, groundwater impacts, or widespread contamination were identified, and no further remedial action was determined to be necessary.

In addition, a Soil Management Plan would be prepared as required by Mitigation Measure HAZ-2 in compliance with General plan Policy S-14 and applicable federal, State, and local regulations, including oversight by agencies such as the Department of Toxic Substances Control and the Regional Water Quality Control Board, as well as adherence to standard construction best management practices, would ensure that any contaminated materials are properly managed, handled, and disposed of. Consistent with General Plan Policy S-14 (cease work and remediate contamination), construction activities would be halted in the vicinity of any discovery until the extent of contamination is evaluated and appropriate measures are implemented.

Based on the foregoing, the Project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, and with implementation of recommended soil removal measures and compliance with applicable regulatory requirements, the proposed Project would not create a significant hazard to the public or the environment. Therefore, impacts related to hazardous materials sites would be less than significant.

Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

e) For a project within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.7.2 and was determined to have no impact (City of Rocklin, 2011, pp. 4.7-22).

As described in the GP EIR, there are no airports located within the City of Rocklin; however, the nearest airports include Lincoln Regional Airport/Karl Harder Field, located approximately 7 miles from the Project site, and Auburn Municipal Airport, located approximately 14 miles from the Project site. The Rocklin Planning Area is not located within the Airport Land Use Compatibility Plan (ALUCP) area or safety zones of any public or private airport.

Consistent with the GP EIR, the Project site is not located within two miles of a public airport or public-use airport and is not within any airport influence area. Therefore, the proposed Project would not expose people residing or working in the Project area to safety hazards associated with airport operations, including aircraft overflight, accident risk, or airspace conflicts.

The Placer County Transportation Planning Agency (PCTPA), acting as the Airport Land Use Commission (ALUC), establishes Airport Land Use Compatibility Plans (ALUCPs) to ensure land use compatibility and minimize safety risks in the vicinity of public-use airports; however, the Project site is located outside of any ALUCP influence area and is not subject to ALUC review requirements.

Therefore, the proposed Project would not result in a safety hazard for people residing or working in the Project area, and impacts would not result in new or more severe impacts beyond those identified in the

GP EIR. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

f) Impair implementation of an adopted emergency response plan or emergency evacuation plan?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.7.4 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.7-25 to 4.7-27).

Emergency response within the City of Rocklin is guided by the City's Emergency Operations Plan (EOP), as codified in Rocklin Municipal Code Chapter 2.32. The EOP provides a framework for emergency preparedness, response, and recovery, including coordination of City resources and identification of evacuation procedures. As identified in the GP EIR, implementation of General Plan Policies S-2 (maintain EOP), S-3 (multi-agency coordination), S-4 (evacuation routes), S-5 (roadway design standards), and S-6 (interagency coordination) would ensure that development within the Planning Area does not impair emergency response or evacuation efforts.

Construction

The proposed construction activities, including equipment and supply staging and storage, would occur within the Project site, and would not restrict access of emergency vehicles to the Project site or adjacent areas. The installation of new driveways, connections to existing infrastructure systems, and related improvements that would be implemented during construction of the proposed Project may require the temporary closure of portions of Pacific Street and Midas Avenue. However, temporary closures would be subject to City permitting and traffic control requirements to ensure that adequate emergency vehicle access is maintained at all times. Thus, implementation of the proposed Project through the City's permitting process would ensure existing regulations are adhered to and potential construction-related emergency access or evacuation impacts would not result in new or more severe impacts beyond those identified in the GP EIR.

Operation

The proposed Project would include internal circulation improvements and site access designed in accordance with City standards. Access to the Project site would be provided via Pacific Street and Midas Avenue, and internal roadways would be designed to meet applicable City requirements for emergency vehicle access, including minimum roadway widths and turning radii. Compliance with the City of Rocklin Municipal Code and applicable provisions of the California Fire Code would ensure adequate emergency access. The Project would also include required fire protection features, such as fire hydrants and building sprinkler systems, subject to review and approval by the appropriate fire authority during the permitting process.

Consistent with General Plan Policy S-5 (roadway standards for emergency access), the Project would maintain adequate roadway widths and access points to accommodate emergency vehicles. In addition, compliance with the City's EOP and applicable regulatory requirements would ensure that the Project does not interfere with established evacuation routes or emergency response procedures.

Therefore, the proposed Project would not impair implementation of an adopted emergency response plan or emergency evacuation plan, and impacts would not result in new or more severe impacts beyond those identified in the GP EIR. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.7.1 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.7-20 to 4.7-22).

As identified in the GP EIR, wildland fire risk within the Planning Area is generally associated with areas located within or adjacent to the wildland-urban interface, including locations with dense vegetation, open space, and undeveloped land. However, the Project site is not located within a Very High Fire Hazard Severity Zone (VHFHSZ) or State Responsibility Area (SRA), and is situated within an urbanized portion of the City.

According to the CAL FIRE Fire Hazard Severity Zone maps, the Project site is not located within or near an area identified as a VHFHSZ (CAL FIRE, 2026). Therefore, the Project site is not subject to elevated wildfire risk conditions typically associated with wildland interface areas.

Development of the proposed Project would be required to comply with the City of Rocklin Municipal Code, including Chapter 15.04 (Fire Code), which adopts the California Fire Code and establishes requirements related to fire-resistant construction, emergency access, water supply for fire protection, and fuel management.

Consistent with General Plan Policies S-2 (emergency preparedness), S-5 (roadway standards for emergency access), and S-18 (fuel modification and fire hazard reduction), the proposed Project would incorporate fire prevention and response measures, including adequate roadway access for emergency vehicles, installation of fire suppression systems, and compliance with fire-safe design standards.

In addition, as surrounding areas continue to urbanize consistent with the General Plan, the reduction of undeveloped open space and vegetation would further reduce the potential for wildland fire exposure at the Project site.

Therefore, the proposed Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires, and impacts would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

Cumulative Impacts

As discussed in the GP EIR on page 4.7-27, potential exposure to or generation of hazardous conditions in the city is site-specific rather than associated with the combination of other hazards in the region to result in a significant effect. Implementation of proposed General Plan Update policies, along with federal, state,

and local regulations regarding hazardous materials as identified under Impacts 4.7.1, 4.7.3, and 4.7.4, would address site-specific hazards and emergency access and operation. As discussed above, the proposed Project would include Project specific mitigation measures HAZ-1 and HAZ-2 , in compliance with General Plan Policies S-14 and S-15 and existing federal, state, and local regulations in order to minimize impacts related to hazardous materials onsite to a less than significant level. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of hazards and hazardous materials, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR hazards analysis used existing documentation, hazardous materials database review, field review of the Planning Area, and consultation with applicable local, State, and federal agencies. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's development intensity being within the level analyzed in the GP EIR and the Project's development area being the same as was analyzed in the GP EIR, and the findings of the project-specific Phase I and Phase II Environmental Site Assessments, no substantial new information has been identified that would result in a hazards or human health impact more severe than anticipated in the GP EIR.
5. No mitigation measures contained within the GP EIR would be required because Project specific impacts would be less than significant with compliance to existing regulations.

Uniformly Applied Development Policies or Standards (DP/S)

City of Rocklin Municipal Code Chapter 15.04.010: Building Code. As listed previously in Section 6.7, *Geology and Soils*.

City of Rocklin Municipal Code Section 15.04.050: Fire Code. Adopts the 2025 edition of the California Fire Code (California Code of Regulations, Title 24, Part 9), including Fire-Flow Requirements for Buildings, Fire Hydrant Locations and Distribution, and Fire Apparatus Access Roads, and establishes minimum fire safety requirements applicable to all development. These standards address fire apparatus access, water supply, construction materials, vegetation management, and other fire prevention measures. Compliance is required for all projects and enforced by the Rocklin Fire Department.

GP Goals and Policies

Policy S-2: Emergency Operations Plan. Maintain a City Emergency Operations Plan, to include the National Incident Management System (N.I.M.S.).

Policy S-5: Roadway Standards. Maintain appropriate standards for minimum road widths and turnarounds.

Policy S-14: Require that construction activities cease if contamination is discovered on construction projects until the contamination is reported, and its extent is assessed, delineated, and isolated, as appropriate. Remediation shall occur to the satisfaction of the appropriate responsible agency (such as the Placer County Environmental Health Services, the Central Valley Regional Water Quality Control Board, the Department of Toxic Substances Control, or the City of Rocklin, depending on the type of contamination).

Policy S-15: Require site-specific hazard investigations to be conducted, if determined to be necessary by the City, to confirm potentially contaminated soils prior to approval of new discretionary development projects.

Policy S-18: Fuel Modification. Incorporate fuel modification/fire hazard reduction planning (e.g., weed abatement, open space management plans, firebreaks, planting restrictions) on lands (both public and private) that contain terrain and vegetative features such as grass, woodlands and severe slopes.

GP EIR Mitigation Measures

No mitigation measures related to hazards and hazardous materials are included in the GP EIR.

Project Specific Mitigation Measures

Mitigation Measure HAZ-1: Prior to issuance of grading permits and commencement of earthwork activities, the Project Applicant shall implement the recommendations identified in the Phase II Environmental Site Assessment prepared for the project site. Specifically, shallow soils (approximately one foot below ground surface) containing arsenic and lead impacts identified near historical boring location G-1 and assessment borings SB-9 and SB-10 shall be removed from the project site. Additionally, shallow soils in the vicinity of historical boring locations G-10 and G-13 shall be removed as a precautionary measure due to historically documented arsenic impacts.

Soil removal activities shall be conducted under the oversight of a qualified environmental professional and in accordance with applicable federal, State, and local regulations governing the handling, transportation, and disposal of contaminated soils, including applicable requirements of the California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board, and/or other appropriate regulatory agencies. Excavated soils shall be properly characterized prior to disposal and transported to an appropriately permitted disposal facility or managed in accordance with regulatory agency requirements.

Following completion of soil removal activities, the project applicant shall submit documentation to the City demonstrating completion of the removal activities, including the areas and depths of soil removed, quantities of soil removed, disposal documentation, and any confirmation sampling or other verification documentation, as applicable.

Mitigation Measure HAZ-2: Soil Management Plan. Prior to issuance of a grading permit, a Soil Management Plan (SMP) shall be prepared by a qualified hazardous materials consultant in coordination with the Community Development Department, Building Division, for review and approval, and shall detail procedures and protocols for excavation and disposal of on-site hazardous materials, including:

- Any subsurface materials exposed during construction activities that appear potentially contaminated, based on either visual observation or suspect odors, shall be segregated, stockpiled, and tested for potential contamination. If contamination is found to be present per the California Department of Toxic Substances Control (DTSC) Environmental Screening Levels (ESLs) for the applicable use, and cannot be reused on the Project site, it shall be transported by a certified hazardous waste hauler to a landfill permitted by the state to accept hazardous materials and disposed of per California Hazardous Waste Regulations. The appropriate regulatory agency (e.g., DTSC, RWQCB, or County Department of Public Health) shall be notified as required by law, and all agency directives shall be implemented.
- A Health and Safety Plan (HASP) shall be prepared in accordance with Cal/OSHA requirements for each contractor that addresses potential safety and health hazards and includes the requirements and procedures for employee protection. The HASP shall also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction.
- All SMP measures shall be printed on the construction documents, contracts, and project plans prior to issuance of grading permits. Documentation demonstrating compliance with the SMP, including laboratory results and waste disposal manifests (if applicable), shall be provided to the Community Development Department, Building Division prior to final grading approval.

6.10. HYDROLOGY AND WATER QUALITY

Would the project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☐	☐	☒	☐
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☐	☐	☒	☐

Would the project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☐	☐	☒

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated hydrology and water quality impacts that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included water quality, ground water quality and supply, drainage, flooding, risks of seiche, tsunami and mudflow (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.9-1 through 4.9-37). The analysis found that while development and buildout of the General Plan can result in hydrology and water quality impacts, these impacts would be reduced to a less than significant level through the application of development standards contained in the City's Improvement Standards and Standard Specifications and in the Rocklin Municipal Code, the application of General Plan goals and policies related to hydrology, flooding and water quality, and compliance with local, state, and federal water quality standards and floodplain development requirements.

These goals, policies and standards include, but are not limited to, flood prevention and drainage requirements in the City's Improvement Standards and Standard Specifications, the City's Grading and Erosion and Sediment Control Ordinance, the Stormwater Runoff Pollution Control Ordinance, the State

Water Resources Control Board General Construction Activity Storm Water Permit requirements, and goals and policies in the General Plan Open Space, Conservation and Recreation and Safety Elements requiring the protection of new and existing development from flood and drainage hazards, the prevention of storm drainage run-off in excess of pre-development levels, the development and application of erosion control plans and best management practices, the annexation of new development into existing drainage maintenance districts where warranted, and consultation with the Placer County Flood Control and Water Conservation District and other appropriate entities..

Project-Specific Impacts

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.9.1 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.9-21 to 4.9-26). Development under the General Plan was identified as having the potential to affect water quality through construction-related disturbance and operational stormwater runoff.

The proposed Project would involve similar construction and operational activities as those evaluated in the GP EIR and would therefore result in similar types of potential impacts. However, consistent with the GP EIR analysis, the Project would be required to comply with applicable federal, State, and local regulations that govern water quality. Construction activities disturbing one acre or more would be subject to the State Water Resources Control Board's General Construction Permit, which requires preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) identifying best management practices (BMPs) to minimize pollutant discharge. The Project would also be required to comply with the City of Rocklin Municipal Code, including Chapter 15.28 (Grading and Erosion and Sedimentation Control) and Chapter 8.30 (Stormwater Runoff Pollution Control), which regulate grading activities, erosion control, and discharge of pollutants to the storm drain system.

During operation, the Project would implement post-construction stormwater controls consistent with the City's Storm Water Management Program and applicable Low Impact Development standards to reduce pollutant loading and manage runoff. In addition, implementation of General Plan policies, including Policy OCR-49 (erosion control and BMPs), Policy OCR-50 (grading ordinance), Policy OCR-51 (stream channel protection), Policy OCR-52 (public education), and Policy OCR-54 (operations and maintenance procedures), would further ensure that surface and groundwater quality is protected. Accordingly, the proposed Project would not violate water quality standards or waste discharge requirements and would not result in new or more severe impacts beyond those identified in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional environmental review is required.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.9.3 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.9-26 to 4.9-28).

As described in the GP EIR, groundwater resources underlying the Planning Area are not a primary source of water supply for the City. The City of Rocklin receives water from the Placer County Water Agency

(PCWA), which primarily provides surface water within Zone 1, where the Project site is located. As such, development within the Planning Area does not rely on groundwater extraction and would not result in depletion of groundwater supplies.

The GP EIR acknowledges that development associated with the General Plan would increase impervious surfaces, which could reduce opportunities for groundwater recharge. However, the GP EIR further explains that local geologic conditions, including underlying granite bedrock and volcanic formations, inherently limit the potential for groundwater recharge within the City. Infiltrated water typically does not percolate to deep aquifers but instead becomes perched or flows laterally toward surface water features. Therefore, reductions in infiltration associated with development would not substantially affect groundwater recharge or basin conditions.

The GP EIR also notes that regional groundwater conditions are stable, and the California Department of Water Resources has not identified groundwater overdraft as a concern in this portion of the state. Groundwater depths within the North American Subbasin vary but are generally deep, and development within the Planning Area is not expected to substantially influence groundwater levels.

The proposed Project would be consistent with the type and intensity of development evaluated in the GP EIR and would similarly not involve groundwater extraction. The Project would receive water service from PCWA and would not include the use of groundwater wells. Although the Project would introduce additional impervious surfaces, it would be required to comply with City standards requiring management of stormwater runoff, including maintaining post-development runoff rates consistent with pre-development conditions and incorporating Low Impact Development (LID) features where applicable.

In addition, implementation of Policy OCR-11 (protection of groundwater recharge areas) would ensure that riparian and wetland areas that contribute to recharge are preserved to the extent feasible.

Therefore, the proposed Project would not result in new or substantially greater impacts beyond those previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would:

i. Result in substantial erosion or siltation on- or off-site?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.9.4 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.9-28 to 4.9-29).

Construction

Construction of the proposed Project would require grading and excavation of soils, which would loosen sediment and could result in erosion or siltation. However, construction of the proposed Project would be required to comply with the State Water Resources Control Board Construction General Permit, including preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) prepared by a Qualified SWPPP Developer. The SWPPP is required for plan check and approval by the City's Engineering Division, prior to issuance of permits, and would include construction BMPs to reduce erosion and siltation. Typical BMPs include silt fencing, fiber rolls, gravel bags, stabilized construction entrances,

and stockpile management. These measures are consistent with regulatory requirements identified in the GP EIR to control erosion and sedimentation during construction activities. Adherence to these requirements would ensure that erosion and siltation associated with construction activities would be minimized, and impacts would not result in new or more severe impacts beyond those identified in the GP EIR.

Operation

During operation of the proposed Project, disturbed areas would be stabilized through landscaping, paving, and installation of drainage infrastructure, which would reduce the potential for exposed soils to erode. Additionally, the proposed drainage infrastructure would control and convey runoff in accordance with City standards and applicable drainage design criteria, which would limit the potential for erosion or siltation. The proposed Project is required to implement a Water Quality Management Plan (WQMP) that provides operational BMPs to minimize runoff-related impacts. Consistent with the GP EIR, compliance with City standards requiring management of post-development runoff to maintain pre-development conditions would further reduce the potential for erosion and sediment transport.

As a result, stormwater runoff and the potential for erosion and siltation would not substantially increase with implementation of the proposed Project, and impacts would not result in new or more severe impacts beyond those identified in the GP EIR. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

ii. Substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?

iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

iv. Impede or redirect flood flows?

No New Impact. These topics were evaluated in the GP EIR as Impact 4.9.5 and were determined to be less than significant (City of Rocklin, 2011, pp. 4.9-29 to 4.9-32).

Implementation of the proposed Project would result in site grading and the introduction of impervious surfaces, which could alter existing drainage patterns and increase the rate and volume of surface runoff. If not properly managed, these changes could result in on- or off-site flooding, exceedance of storm drain system capacity, or alteration of flood flows. However, as described in the GP EIR, compliance with City standards and regional drainage requirements would reduce these impacts to less than significant levels.

The proposed Project would be required to design and implement drainage improvements consistent with City of Rocklin standards and the PCFCWCD Flood Control Manual. Consistent with General Plan Policies S-10 and S-11, the Project would be required to manage post-development runoff such that peak flow rates do not exceed pre-development conditions and to ensure that development does not result in on-site or off-site flooding.

In addition, Policy S-9 requires that development not adversely affect the 100-year floodplain, and Policy S-8 requires compliance with the City's Flood Hazard Ordinance (Rocklin Municipal Code Chapter 15.16), which regulates development within flood-prone areas.

The Project would also be required to comply with applicable stormwater regulations, including preparation and implementation of a SWPPP and incorporation of Best Management Practices (BMPs) to control runoff and prevent adverse drainage conditions during construction. As discussed above, the proposed Project is required to implement a WQMP that provides operational BMPs to minimize runoff-related impacts. These requirements would ensure that runoff is properly conveyed and treated and would prevent the Project from exceeding the capacity of existing or planned stormwater drainage systems or creating substantial additional sources of polluted runoff.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), the Project site is located entirely within Zone X, an area of minimal flood hazard. Therefore, the proposed Project would not impede or redirect flood flows or expose structures to flood risk.

Based on the foregoing, the proposed Project would not substantially increase runoff in a manner that would result in flooding, would not exceed the capacity of existing or planned stormwater drainage systems, and would not impede or redirect flood flows. Impacts would not result in new or more severe impacts beyond those identified in the GP EIR and would be consistent with the findings of the GP EIR.

Therefore, the proposed Project would not result in new or substantially greater impacts beyond those previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.9.6 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.9-32 to 4.9-33).

As discussed above, the proposed Project site is located entirely within FEMA Zone X, an area of minimal flood hazard, and is not located within a 100-year floodplain or other mapped flood hazard area. Therefore, the Project site would not be subject to flood inundation that could result in the release of pollutants. Additionally, the City of Rocklin is not located in a coastal area; therefore, the Project site is not subject to tsunami hazards.

A seiche is the oscillation of water within enclosed or partially enclosed waterbodies due to seismic activity or atmospheric conditions. As described in the GP EIR, the potential for seiche-related impacts within the Planning Area is very low and generally limited to small, contained waterbodies such as tanks or reservoirs, which would not result in widespread inundation.

Because the Project site is not located within a flood hazard area, tsunami hazard area, or seiche-prone location, the Project would not be subject to inundation that could result in the release of pollutants. Furthermore, compliance with applicable stormwater regulations, including preparation and implementation of a SWPPP and incorporation of Best Management Practices (BMPs), would ensure that pollutants are properly managed and contained during construction and operation.

Therefore, the proposed Project would not result in the risk of release of pollutants due to inundation from flood hazards, tsunami, or seiche, and impacts would be less than significant.

Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. This topic was not specifically evaluated in the GP EIR.

The proposed Project is located within the jurisdiction of the Central Valley Regional Water Quality Control Board (RWQCB), which establishes water quality standards and regulatory requirements through the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins (Basin Plan). The Basin Plan identifies beneficial uses of surface and groundwater resources and establishes water quality objectives and implementation measures to protect those uses.

Construction and operation of the proposed Project would be required to comply with applicable federal, State, and local regulations governing water quality. Construction activities disturbing one acre or more would be subject to the State Water Resources Control Board Construction General Permit, which requires preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to minimize pollutant discharges through the use of Best Management Practices (BMPs). In addition, the Project would be required to comply with the City of Rocklin Municipal Code, including provisions regulating stormwater runoff and erosion control, as well as the applicable Municipal Separate Storm Sewer System (MS4) permit requirements for post-construction stormwater management.

Post-construction, the Project would incorporate stormwater treatment and control measures consistent with the City's Storm Water Management Program and Low Impact Development (LID) requirements to ensure that runoff is treated and managed prior to discharge. Compliance with these requirements would ensure that the Project does not conflict with or obstruct implementation of the applicable Basin Plan.

With respect to groundwater, the Project is located within the North American Subbasin, which is subject to the Sustainable Groundwater Management Act (SGMA). The basin is managed by designated Groundwater Sustainability Agencies (GSAs), which are responsible for implementation of a Groundwater Sustainability Plan (GSP). However, as described in the GP EIR, the City of Rocklin does not rely on groundwater as a primary water supply source and receives water from the Placer County Water Agency (PCWA). The proposed Project would not include groundwater extraction, would not require installation of groundwater wells, and would not interfere with groundwater recharge in a manner that would affect basin conditions.

Therefore, the proposed Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. No impacts would occur. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to obstructing the implementation of a water quality control plan or sustainable groundwater management plan pursuant to CEQA Guidelines Section 15183.

Cumulative Impacts

As discussed in the GP EIR on page 5.0-35, existing development standards in the Rocklin Municipal Code and the proposed Rocklin General Plan Update's mitigating policies and their associated action steps ensure the impact will be less than cumulatively considerable. As discussed in this section, the Project would be designed and constructed in accordance with all applicable stormwater and water quality requirements, including preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) during construction and compliance with the City of Rocklin's stormwater design standards and National Pollutant Discharge Elimination System (NPDES) permit requirements. Permanent stormwater treatment and low impact development (LID) features would be incorporated into the Project design to control runoff quantity and improve runoff quality prior to discharge. During construction, best management practices (BMPs) would be implemented to minimize erosion, sedimentation, and the discharge of pollutants to receiving waters. The Project would also comply with all applicable regulations related to drainage, flood protection, and water quality. The Project is consistent with the type and intensity of development anticipated under the General Plan and would implement all applicable General Plan policies and regulatory requirements to protect water quality and manage stormwater runoff. Accordingly, the Project would not make a cumulatively considerable contribution to the cumulative hydrology and water quality impacts identified in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of hydrology and water quality, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR hydrology and water quality analysis used published information, reports, plans, and technical studies regarding regional hydrology, climate, geology, water quality, flood potential, and applicable regulations. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's development intensity being within the level analyzed in the GP EIR and the Project's development area being the same as was analyzed in the GP EIR, no substantial new information has been identified that would result in a hydrology or water quality impact more severe than anticipated in the GP EIR.
5. No new mitigation measures would be required because Project specific impacts would be less than significant with compliance to existing regulations.

Uniformly Applied Development Policies or Standards (DP/S)

State Water Resources Control Board Construction General Permit (NPDES). The proposed Project would be required to obtain coverage under the Construction General Permit and prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) to minimize pollutants in stormwater runoff during

construction through Best Management Practices (BMPs). In addition, the Project would prepare and implement a WQMP that provides operational BMPs to minimize runoff-related impacts.

Municipal Separate Storm Sewer System (MS4) Permit Requirements. The Project would be required to comply with applicable MS4 permit requirements for post-construction stormwater management, including incorporation of site design, source control, and treatment control BMPs to reduce pollutants in stormwater runoff.

City of Rocklin Municipal Code Chapter 8.30: Stormwater Runoff Pollution Control Ordinance. The Project would be required adhere to the City's Stormwater Runoff Pollution Control Ordinance to protect water quality by regulating discharges into the municipal separate storm sewer system (MS4) and local waterways. The ordinance is intended to ensure compliance with the federal Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit, and applicable State water quality requirements.

City of Rocklin Municipal Code Chapter 15.28: Grading, Erosion and Sediment Control. The Project would be required to prepare and implement grading and erosion control plans to minimize soil erosion, sedimentation, and runoff during construction.

City of Rocklin Municipal Code Chapter 15.16: Flood Hazard Ordinance. The Project would be required to comply with the City's flood hazard regulations, which govern development within flood-prone areas and ensure that development does not increase flood hazards or impede flood flows.

Placer County Flood Control and Water Conservation District (PCFCWCD) Flood Control Manual. The proposed Project would be required to design drainage improvements in accordance with PCFCWCD standards to ensure that post-development runoff does not exceed pre-development conditions and that downstream drainage systems are not adversely impacted.

GP Goals and Policies

Policy S-8: Maintain and implement the City's Ordinance regarding "Flood Hazard Areas" (Rocklin Municipal Code, Chapter 15.16).

Policy S-9: Ensure that the 100-year floodplain, based upon the most current information, both upstream and downstream, is not adversely affected by new development.

Policy S-10: Require that new development detain on-site drainage such that the rate of runoff flow is maintained at pre-development levels, except where detention is not recommended in plans and policies adopted by the Placer County Flood Control and Water Conservation District (PCFCWCD), and to require coordination with other projects' master plans to ensure no adverse cumulative effects. In lieu of detention, the City may require retention and/or off-site drainage improvements that are more beneficial to the community's overall drainage system.

Policy S-11: Ensure that new development does not result in on-site flooding or increase flooding of off-site properties.

Policy S-12: Require new development to annex into an existing drainage maintenance district where warranted.

Policy OCR-11: Protect the groundwater recharge value of riparian and wetland areas while recognizing that minor modifications to such areas may be a necessary outcome of the development process.

Policy OCR-49: Minimize the degradation of water quality through use of erosion control plans and Best Management Practices.

GP EIR Mitigation Measures

No mitigation measures related to hydrology and water quality are included in the GP EIR.

6.11. LAND USE AND PLANNING

Would the project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
a) Physically divide an established community?	☐	☐	☐	☐	☒	☐
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts on land use as a result of the future urban development that was contemplated by the General Plan. These impacts included dividing an established community and potential conflicts with established land uses within and adjacent to the City (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.1-1 through 4.1-38). The analysis found that while development and buildout of the General Plan can result in land use impacts, these impacts would be reduced to a less than significant level through the application of General Plan goals and policies that would assist in minimizing or avoiding land use impacts.

These goals and policies include, but are not limited to goals and policies in the General Plan Land Use Element requiring buffering of land uses, reviewing development proposals for compatibility issues, establishing and maintaining development standards and encouraging communication between adjacent jurisdictions.

Project-Specific Impacts

a) Physically divide an established community?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.1.1 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.1-24 to 4.1-25)

The physical division of an established community could occur if a major road (expressway or freeway, for example) were built through an existing community or neighborhood, or if a major development were built which was inconsistent with the land uses in the community such that it divided the community. The environmental effects caused by such a facility or land use could include lack of, or disruption of, access

to services, schools, or shopping areas. It might also include the creation of blighted buildings or areas due to the division of the community.

The Project site is currently vacant and undeveloped and surrounding land uses include light industrial and retail commercial uses and Union Pacific Railroad tracks to the north; mixed use, retail and service commercial uses to the south; commercial uses to the east; and railroad tracks and existing residential uses to the west. The proposed Project would be consistent with the land use and zoning designations for the site. Therefore, implementation of the proposed Project would not physically divide an established community, and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.1.3 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.1-31 through 4.1-35).

The Project site is designated HDR by the City of Rocklin General Plan land use map and is currently zoned PD 33 RES 24+ by the zoning map. The proposed Project would develop the site with 281 multifamily detached residential units and related site improvements that would be consistent with the existing land use and zoning designations. The proposed Project does not involve conflict with any land use related policy, as detailed throughout this Consistency Analysis and Checklist. The proposed Project would also be subject to applicable development standards, including design review and implementation of General Plan policies related to compatibility, urban form, and environmental protection, which ensure consistency with adopted land use regulations intended to avoid or mitigate environmental effects. Therefore, impacts related to conflict with a policy adopted for the purpose of avoiding or mitigating an environmental effect would not occur and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

Cumulative Impacts

As discussed in the GP EIR on page 5.0-4, following the application of the General Plan Update's policies, the General Plan would not contribute to any significant impacts related to the specific potential land use impacts, and the proposed project would not significantly contribute to cumulative land use impacts in the region. As discussed above, the proposed Project would be consistent with the previous Mixed Use Land Use designation as analyzed in the General Plan EIR as well as this site's existing High Density Residential land use designation. In addition, the proposed Project would be consistent with the General Plan Update policies that would reduce the proposed project's contribution to cumulative land use impacts associated with conflicts between adjacent land uses and conflicts with applicable plans, policies, and regulations. The Project would represent the type and intensity of development anticipated under the General Plan and would be developed in accordance with the applicable goals, policies, and implementation measures adopted by the City. Because the Project is consistent with the General Plan and zoning designations and does not involve a land use or intensity beyond that contemplated by the

General Plan EIR, it would not make a cumulatively considerable contribution to the cumulative land use impacts identified in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of land use and planning, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR land use analysis used planning document review, field review, surrounding jurisdiction plan review, agency consultation, and buildout conditions under the proposed Land Use Diagram. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's development intensity being within the level analyzed in the GP EIR and the Project's development area being the same as was analyzed in the GP EIR, no substantial new information has been identified that would result in a land use impact more severe than anticipated in the GP EIR.
5. No mitigation measures related to land use and planning are contained within the GP EIR. Additionally, no mitigation would be required because Project specific impacts would be less than significant.

Uniformly Applied Development Policies or Standards (DP/S)

None.

GP Goals and Policies

None.

GP EIR Mitigation Measures

No mitigation measures related to land use and planning are included in the GP EIR.

6.12. MINERAL RESOURCES

Would the project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☐	☒	☐
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The GP EIR indicates that the City of Rocklin Planning Area has no known or regionally significant mineral resources as classified by the State Geologist. As such, loss of availability of a known mineral resource was not identified as a significant impact, and no impacts to mineral resources would occur. Accordingly, detailed discussions of mining operations or mineral extraction activities are not applicable to the proposed Project.

Project-Specific Impacts

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on the general plan, specific plan, or other land use plan?

No New Impact. This topic was evaluated in the GP EIR and was determined to have no impacts with implementation of GP EIR mitigation measures (City of Rocklin, 2011, pp. 4.6-17).

As the GP EIR indicates that the City of Rocklin Planning Area does not contain known mineral resources of regional or statewide importance as classified by the State Geologist. The proposed Project site is not located on or near any identified mineral resource extraction or recovery sites, and no locally important mineral resource recovery sites are designated within the Project vicinity. Therefore, the proposed Project would not result in the loss of availability of known mineral resources or locally important mineral resource recovery sites.

Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

Cumulative Impacts

As discussed in the GP EIR on page 4.6-17, the City of Rocklin Planning Area has no mineral resources as classified by the State Geologist. The Planning Area has no known or suspected mineral resources that would be of value to the region and to residents of the state. Therefore, no impact would occur to mineral resources. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of mineral resources, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR did not include a standalone mineral resources section; however, the geology and soils analysis used published information, surveys, reports, agency resources, the proposed General Plan Update, the Placer County Multi-Hazard Mitigation Plan, and applicable City regulations. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's site-specific conditions, no substantial information has been identified that would result in a significant mineral resources impact.
5. No mitigation measures contained within the GP EIR would be required because no Project specific impacts would occur.

Uniformly Applied Development Policies or Standards (DP/S)

None.

GP Goals and Policies

None.

GP EIR Mitigation Measures

No mitigation measures related to mineral resources are included in the GP EIR.

6.13. NOISE

Would the project result in:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☐	☒	☐
b) Generation of excessive ground borne vibration or ground borne noise levels?	☐	☐	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☐	☐	☒

Summary of Impacts Identified in the GP EIR

the General Plan EIR analyzed the anticipated impacts of noise associated with the future urban development that was contemplated by the General Plan. These impacts included construction noise, traffic noise, operational noise, groundborne vibration, and overall increased in noise resulting from implementation of the General Plan Update (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.5-1 through 4.5-48).

Mitigation measures to address these impacts are incorporated into the General Plan in the Noise Element, which includes policies that require acoustical analyses to determine noise compatibility

between land uses, application of stationary and mobile noise source sound limits/design standards, restriction of development of noise-sensitive land uses unless effective noise mitigations are incorporated into projects, and mitigation of noise levels to ensure that the noise level design standards of the Noise Element are not exceeded.

The General Plan EIR concluded that, despite these goals and policies, significant noise impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will result in exposure of persons to, or generation of, noise levels in excess of applicable noise standards, will result in exposure to surface transportation noise sources and stationary noise sources in excess of applicable noise standards and will contribute to cumulative transportation noise impacts within the Planning Area. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Project-Specific Impacts

This section is based on the following report:

- *Noise and Vibration Impact Analysis*, prepared by EPD Solution, Inc., May 6, 2026. Included as Appendix F.

a) Generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.5.1 and was determined to have a significant and unavoidable impact with implementation of applicable General Plan policies because future development under the General Plan could expose persons to or generate noise levels in excess of applicable standards, particularly from traffic-related noise sources (City of Rocklin, 2011, pp. 4.5-29 through 4.5-40).

Construction

Construction activities associated with the proposed Project would occur in one phase and would include site preparation, grading, building construction, paving, and architectural coating activities. These activities would require the use of heavy equipment and would temporarily increase ambient noise levels in the Project vicinity. However, construction noise would fluctuate depending on the type, quantity, and duration of equipment usage and would cease upon completion of construction activities.

The nearest sensitive receptors consist of existing residential uses located approximately 125 feet southeast of the Project site. As shown in Table NOI-1*, Construction Equipment Noise Levels*, the Noise and Vibration Impact Analysis determined that maximum construction noise levels at the nearest residential receptors would range from approximately 54.0 dBA to 69.6 dBA Leq depending on the construction phase, which would not exceed the Federal Transit Administration (FTA) construction threshold of 80 dBA for residential uses.

Table NOI-1: Construction Equipment Noise Levels

Activity	Composite Noise Level @ 125 Feet[1,2]	Composite Noise Level @ 480 Feet[1,2,3]
	dBA L_{eq}	dBA L_{eq}
Demolition	79.5	67.8
Site Preparation	79.7	68.0
Grading	79.3	67.6
Paving	78.4	66.7
Paving and Building Construction	81.3	69.6
Building Construction	78.1	66.4
Building Construction and Architectural Coating	78.4	66.7
Architectural Coating	65.7	54.0

Source: Appendix F

1. Federal Highway Administration. (2006). *Construction Noise Handbook*.

2. The noise levels are based on Table 9.1 of the Construction Noise Handbook. If the exact equipment listed is not available, a default noise level of 85 dBA, representative of typical construction equipment, is used. Specifically, the Forklift is modeled using this default value. Additionally, for the category of Tractors/Loaders/Backhoes, the noise level of a Tractor (84.0 dBA) is used, as it represents the loudest among the three.

3. There would be a short period of overlap between the building construction and paving phases, as well as between the building construction and architectural coating phases.

Additionally, construction activities would be required to comply with the City of Rocklin Noise Standards Ordinance (RMC Chapter 9.52). Consistent with the Noise Standards Ordinance and GP EIR Action Step NA-3, construction activities occurring in proximity to residential or other noise-sensitive land uses would be limited to the hours of 7:00 AM to 7:00 PM on weekdays and 8:00 AM to 7:00 PM on weekends unless otherwise approved by the City.

Because construction noise would be temporary, intermittent, and conducted in accordance with the City's construction noise requirements, construction noise impacts would be consistent with those analyzed in the GP EIR and would be less than significant.

Operation

Long-term, off-site stationary noise associated with operation of the proposed Project would primarily result from on-site mechanical equipment, including heating, ventilation, and air conditioning (HVAC) systems serving the residential units. HVAC equipment may operate intermittently throughout the day and night; however, such equipment is typically designed and installed to meet applicable building code and manufacturer noise standards for residential uses.

The Noise and Vibration Impact Analysis prepared for the proposed Project evaluated operational noise associated with HVAC systems, parking activity, and on-site vehicular circulation. The analysis determined that HVAC noise levels at the nearest residential receptors would be approximately 34.1 dBA during both daytime and nighttime hours, which would not exceed the City's exterior stationary noise standards of 55 dBA daytime and 45 dBA nighttime. As shown in Table NOI-2, *Increase in Ambient Noise from Project Operation*, cumulative operational noise associated with HVAC equipment, parking activity, and on-site

mobile sources would result in an incremental increase of approximately 0.1 dBA during both daytime and nighttime conditions, which would remain below the applicable 1.5 dBA significance threshold.

Table NOI-2: Increase in Ambient Noise from Project Operation

Land Use	Time of the Day	Project Noise Level (dBA)[1]	Ambient Noise Level (dBA)[2]	Cumulative Noise Level (dBA)[3]	Increase over Ambient(dBA)[4]	Incremental increase (dBA)[5]	Exceed threshold?
Residential to the East	Daytime	58.6	74.2	74.3	0.1	1.5	No
	Nighttime	55.7	72.6	72.7	0.1	1.5	No

Source: Appendix F

1. Ambient Noise Level is based on the noise measurement in Table 4-1 of Appendix F. The ambient noise for industrial land use was based on data collected at NML-1, and Wellness Center's was based on NML-2.
2. Calculation is based on Logarithmic Addition of Sound Level, $SPL_{total}=10*Log(10^{SP1/10}+10^{SPL2/10})$.
3. Difference between Cumulative Noise Level and Ambient Noise Level.
4. Thresholds are based on the Community Noise Equivalent Level (CNEL) estimated from the noise measurement in Table 4-1 of Appendix F.

The proposed Project is located adjacent to an existing Union Pacific Railroad corridor. As discussed in the Noise and Vibration Impact Analysis, outdoor common open space areas would comply with the City's 60 dBA CNEL transportation noise standard due to shielding provided by the proposed building configuration (Appendix F). Interior residential noise levels would also comply with the City's 45 dBA CNEL interior standard through incorporation of building assemblies with a minimum STC 30 rating and compliance with the California Building Code.

Consistent with GP EIR Policy N-1, which requires acoustical analyses for noise-sensitive land uses located in areas exposed to elevated noise levels, the proposed Project incorporated a project-specific Noise and Vibration Impact Analysis to evaluate transportation and stationary noise sources. In accordance with Policy N-2, which promotes site planning and project design techniques to reduce noise exposure, the proposed Project incorporates building placement and shielding features to minimize transportation-related noise exposure. The proposed Project is also consistent with Policy N-7, which restricts development of noise-sensitive land uses in high-noise environments unless effective noise reduction measures are implemented, through incorporation of building construction features designed to achieve applicable interior and exterior noise standards. Additionally, consistent with Policy N-9, which applies the City's Noise Element transportation noise criteria to new development projects, the Project was evaluated against applicable City CNEL standards for residential interiors and outdoor common areas. Therefore, operational noise impacts associated with the proposed Project would be consistent with those analyzed in the GP EIR and would be less than significant.

Off-Site Traffic Noise

Traffic generated by the operation of the proposed Project has the potential to influence the traffic noise levels in surrounding off-site areas and at the Project site. Vehicle noise is a combination of the noise produced by the engine, exhaust, and tires. The level of traffic noise depends on three primary factors: (1) the volume of traffic; (2) the speed of traffic; and (3) the number of trucks in the flow of traffic. The proposed Project does not propose any uses that would require a substantial number of truck trips and the proposed Project would not alter the speed limit on any existing roadway; so, the proposed Project's

potential off-site noise impacts have been focused on the noise impacts associated with the change of volume of traffic that would occur with development of the proposed Project.

Traffic generated by operation of the proposed Project has the potential to contribute to traffic noise levels along surrounding roadways. However, traffic-related noise increases are dependent on substantial increases in traffic volumes. The proposed Project would generate approximately 1,253 daily vehicle trips (Appendix F). As shown in Table NOI-3, *Existing Plus Project Traffic Noise Levels*, Project-generated traffic would increase roadway noise levels by approximately 0.3 dBA along Pacific Street and 0.6 dBA along East Midas Avenue under existing conditions. These increases would remain below the applicable 1.5 dBA significance threshold (Appendix F).

Table NOI-3: Existing Plus Project Traffic Noise Levels

Roadway Segment	Existing		Existing Plus Project				Increase over Existing Scenario (dBA)	Thresholds based on Ambient Noise Level	Exceed Threshold?
	Existing ADT[1]	dBA @ 50 feet from Roadway Centerline	Existing Plus Project ADT[2]	dBA @ 50 feet from Roadway Centerline	Centerline to 65 dBA CNEL (feet)	Centerline to 60 dBA CNEL (feet)			
Pacific Street	15,000	67.6	16,253	67.9	78	168	0.3	1.5	No
East Midas Avenue	9,300	64.5	10,553	65.1	51	109	0.6	1.5	No

Source: Appendix F

Notes: ADT= average daily traffic; CNEL=Community Noise Equivalent Level; dBA=A-weighted decibels.

1. Existing ADT from Table 7, *Existing Traffic Noise Levels in 2012*.

2. ADT of the Existing (2012) with Project is the total of the existing ADT and Project's daily trips, which is 1,253 trips per day, based on the VMT Screening Analysis provided by EPD Solutions, Inc. (EPD Solutions, Inc., 2026a).

In addition, as shown in Table NOI-4, *General Plan Buildout Plus Project Traffic Noise Levels,* Project-generated traffic would increase roadway noise levels by approximately 0.3 dBA along Pacific Street and 0.4 dBA along East Midas Avenue under General Plan buildout conditions. These increases would also remain below the applicable 1.5 dBA significance threshold. Therefore, the Project would not result in a perceptible or substantial increase in off-site traffic noise under either existing or General Plan buildout conditions.

Table NOI-4: General Plan Buildout Plus Project Traffic Noise Levels

Roadway Segment	General Plan Buildout		General Plan Buildout Plus Project				Increase	Thresholds based on Ambient Noise Level	Exceed Threshold?
	Existing ADT[1]	dBA @ 50 feet from Roadway Centerline	Existing Plus Project ADT[2]	dBA @ 50 feet from Roadway Centerline	Centerline to 65 dBA CNEL (feet)	Centerline to 60 dBA CNEL (feet)			
Pacific Street	16,700	68.0	17,953	68.3	83	180	0.3	1.5	No

Roadway Segment	General Plan Buildout		General Plan Buildout Plus Project				Increase	Thresholds based on Ambient Noise Level	Exceed Threshold?
	Existing ADT[1]	dBA @ 50 feet from Roadway Centerline	Existing Plus Project ADT[2]	dBA @ 50 feet from Roadway Centerline	Centerline to 65 dBA CNEL (feet)	Centerline to 60 dBA CNEL (feet)			
East Midas Avenue	12,200	63.4	13,453	63.8	42	90	0.4	1.5	No

Source: Appendix F
Notes: ADT= average daily traffic; CNEL=Community Noise Equivalent Level; dBA=A-weighted decibels.
1. City of Rocklin, 2012, General Plan Environmental Impact Report Noise Section.
2. ADT of the General Plan Buildout with Project is the total of the General Plan Buildout ADT and Project's daily trips, which are 1,253 trips per day, based on the VMT Screening Analysis provided by EPD Solutions, Inc. (EPD Solutions, Inc., 2026a).

The proposed Project would not generate traffic noise impacts beyond the scope of development previously evaluated in the GP EIR. The Project site is located within an urbanized area planned for residential development under the City's General Plan and zoning designations, and the Project's contribution to roadway noise levels would remain below applicable significance thresholds. As such, Project-generated traffic noise would remain within the scope of impacts previously analyzed in the GP EIR.

Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no subsequent review is required.

b) Generation of excessive ground borne vibration or ground borne noise levels?

No New Impact. This topic was evaluated in the GP EIR as Impact 9.5.5 and was determined to have a less-than-significant impact with implementation of applicable General Plan policies and Action Step NA-3 (City of Rocklin, 2011, pp. 4.5-42 to 4.5-46).

Construction

Construction activities associated with the proposed Project would involve grading, excavation, paving, and building construction activities that would temporarily generate groundborne vibration. The nearest sensitive receptors to the Project site consist of existing residential uses located approximately 125 feet east of the Project site, while the nearest non-sensitive structure consists of a commercial building (United Rentals) located approximately 100 feet northeast of the Project site. Construction vibration impacts would primarily result from heavy equipment such as vibratory rollers, bulldozers, graders, excavators, and haul trucks.

The GP EIR identifies vibration levels in excess of 0.2 inches per second peak particle velocity (PPV) as a level at which architectural damage to conventional structures or increased annoyance to persons could potentially occur. The GP EIR further states that vibration generated by typical construction equipment is generally well below applicable damage thresholds.

The Noise and Vibration Impact Analysis prepared for the proposed Project evaluated vibration generated by construction equipment, including vibratory rollers, bulldozers, graders, excavators, and haul trucks. As shown in Table NOI-5, *Continuous Construction Equipment Vibration Levels*, construction vibration levels would range from less than 0.001 to 0.026 in/sec PPV at the nearest commercial structure and from less than 0.001 to 0.019 in/sec PPV at the nearest residential sensitive receptors. These vibration levels would remain substantially below the 0.2 in/sec PPV reference level identified in the GP EIR, as well as below the applicable Caltrans thresholds of 0.5 in/sec PPV for structural damage at commercial buildings and 0.3 in/sec PPV for annoyance at residential receptors

Table NOI-5: Continuous Construction Equipment Vibration Levels

Equipment	Reference Vibration Level at 25 Feet (PPV [inches/second])[1]	Vibration Level at 100 feet (PPV [inches/second])[2]	Vibration Level at 125 Feet (PPV [inches/second])[2]
Vibratory Roller	0.21	0.026	0.019
Large Bulldozer	0.089	0.011	0.008
Loaded Trucks	0.076	0.010	0.007
Small Bulldozer	0.003	<0.001	<0.001
Thresholds		**0.5**	**0.3**
Exceed the threshold?		No	No

Source: Appendix F

1. FTA. (2018). *Transit Noise and Vibration Impact Assessment Manual*.
2. $PPV_{equip} = PPV_{ref} \times \left(\frac{25}{D}\right)^{1.5}$, D=distance between the equipment to the sensitive receptors.

Blasting is not proposed or anticipated based on the current Project design and information provided by the applicant and civil engineering team. Because vibration levels associated with blasting are highly variable and depend on site-specific factors, including the amount of explosive used, soil and rock conditions, depth of blasting, and distance to nearby receptors, blasting-related vibration was not quantified in Table NOI-5. However, consistent with the qualitative approach used in the GP EIR, potential blasting-related vibration is addressed herein. The GP EIR recognized that blasting-related vibration is highly variable and site-specific and concluded that construction vibration impacts would be less than significant due to the temporary and short-term nature of construction activities and compliance with the City's allowable construction hours. If localized rock removal requiring blasting were determined to be necessary during construction, such activities would be temporary, intermittent, limited to the construction phase, limited to approved construction hours, and subject to applicable City review and construction safety requirements. Therefore, potential vibration impacts associated with blasting would not result in a new or substantially greater impact than evaluated in the GP EIR.

Accordingly, construction-related vibration impacts, including potential equipment- and blasting-related vibration, would remain temporary, intermittent, and less than significant..

Consistent with the City's Noise Standards Ordinance and GP EIR Action Step NA-3, construction activities occurring near residential land uses would be limited to the hours of 7:00 AM to 7:00 PM on weekdays and 8:00 AM to 7:00 PM on weekends unless otherwise approved by the City. Similar to construction noise, construction vibration would be temporary, intermittent, and localized in nature and would cease upon completion of construction activities.

Therefore, construction-related groundborne vibration impacts would be consistent with those analyzed in the GP EIR and would be less than significant.

Operation

Once operational, the proposed Project would not be a substantial source of groundborne vibration or groundborne noise. Operational activities associated with the proposed residential development would primarily consist of passenger vehicle trips, residential occupancy, and routine maintenance activities, none of which are typically associated with substantial vibration generation.

The Project site is located adjacent to an existing Union Pacific Railroad corridor. The GP EIR concluded that vibration levels associated with railroad operations would not exceed the 0.2 in/sec PPV threshold beyond approximately 7.5 feet from the track centerline and that future development under the General Plan would not expose persons to excessive vibration levels. The proposed residential buildings and outdoor activity areas would be located substantially farther than 7.5 feet from the railroad corridor and were evaluated in the project-specific Noise and Vibration Impact Analysis. The analysis concluded that operational vibration associated with nearby rail activity would not exceed applicable significance thresholds (Appendix F).

Residential land uses are not typically associated with heavy truck traffic, industrial operations, or other vibration-intensive activities that could generate substantial groundborne vibration or noise. As such, operational vibration effects would be intermittent, low in magnitude, and consistent with existing background conditions in the Project vicinity.

Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no subsequent review is required.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No New Impact. This topic was not evaluated in the GP EIR.

As described in the GP EIR, there are no airports located within the City of Rocklin. The Noise and Vibration Impact Analysis determined that the closest airport to the Project site is Lincoln Regional Airport/Karl Harder Field, located approximately 9.2 miles northwest of the Project site. The Rocklin Planning Area is not located within the Airport Land Use Compatibility Plan (ALUCP) area or safety zones of any public or private airport.

The Project site is not located within two miles of a public airport or public-use airport and is not located within any airport influence area. Therefore, the proposed Project would not expose people residing or working in the Project area to excessive aircraft-related noise levels, aircraft overflight noise, or other airport-related operational noise impacts.

The Placer County Transportation Planning Agency (PCTPA), acting as the Airport Land Use Commission (ALUC), establishes Airport Land Use Compatibility Plans (ALUCPs) to ensure land use compatibility and

minimize safety and noise risks in the vicinity of public-use airports. However, the Project site is located outside of any ALUCP influence area and is not subject to ALUC review requirements.

Based on the foregoing analysis, no new or substantially greater impacts would occur. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to wildfire infrastructure pursuant to CEQA Guidelines Section 15183.

Cumulative Impacts

As discussed in the GP EIR on page 5.0-27 and 5.0-28, while General Plan Update noise policies and noise reduction measures would reduce noise levels whenever feasible, there may be some cases when transportation noise impacts cannot be fully mitigated. Therefore, implementation of the proposed project would result in transportation noise impacts which are cumulatively considerable and significant and unavoidable. The Project would generate temporary construction noise and operational noise associated with residential activities and vehicular traffic. Construction activities would be temporary in nature and would comply with the City's construction hour restrictions and applicable noise control requirements. Operational noise generated by the Project would be consistent with the residential land use designation anticipated under the General Plan and would not expose sensitive receptors to noise levels in excess of applicable City standards. In addition, the Project would not generate substantial stationary noise sources or vibration beyond those previously evaluated in the General Plan EIR. The Project is consistent with the land use assumptions and development intensity evaluated in the General Plan EIR and would comply with all applicable General Plan policies, City noise standards, and construction regulations. Accordingly, the Project would not make a cumulatively considerable contribution to the cumulative noise impacts identified in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of noise, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR noise analysis used existing literature, accepted noise thresholds, qualitative assessment of transportation and non-transportation noise sources, and FHWA traffic noise modeling based on roadway and traffic data. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's development intensity being within the level analyzed in the GP EIR, and the findings of the project-specific Noise and Vibration Impact Analysis, no substantial new information has been identified that would result in a noise impact more severe than anticipated in the GP EIR.

5. No new mitigation measures would be required. Project-specific impacts would be less than significant with adherence to applicable City standards, GP EIR policies, and Action Step NA-3, as listed below.

Uniformly Applied Development Policies or Standards (DP/S)

Rocklin Municipal Code Section 9.52.030: Noise Standards. The proposed Project would be required to comply with the City of Rocklin noise standards regulating construction and operational noise levels. Compliance with these standards would be ensured through the City's permitting and plan check review process.

GP Goals and Policies

Policy N-1: Determine noise compatibility between land uses, and to provide a basis for developing noise mitigation, an acoustical analysis shall be required as part of the environmental review process for all noise-sensitive land uses which are proposed in areas exposed to existing or projected exterior noise levels exceeding the level standards contained within this Noise Element.

Policy N-2: Emphasize site planning and project design to achieve the standards of this Noise Element. The use of noise barriers shall be considered a means of achieving the noise standards; however, the construction of aesthetically intrusive wall heights shall be discouraged.

Policy N-3: Ensure that stationary noise sources do not interfere with sleep by applying an interior hourly maximum noise level design standard of 45 dBA in the enclosed sleeping areas of residences affected by stationary noise sources. This standard assumes doors and windows are closed.

Policy N-7: Restrict development of noise-sensitive land uses in areas exposed to existing or projected levels of noise from transportation noise sources that exceed the noise level standards contained within the Noise Element, unless the project design includes effective mitigation that results in noise exposure which meets standards.

Policy N-9: Apply the noise level design criteria contained within Table 2-2 of the Noise Element in the General Plan EIR to Policies N-7 and N-8 of the Noise Element.

Action Step NA-3: Limit construction activity to the hours of 7 a.m. to 7 p.m. on weekdays and 8 a.m. to 7 p.m. on weekends when construction is conducted in proximity to residential or other noise sensitive land uses, unless such restriction would result in increased risk to the health and/or safety of the general public or construction workers, or a determination is made by the City based on substantial evidence that it is in the best interests of the City to approve alternative hours of work.

GP EIR Mitigation Measures

No mitigation measures related to noise are included in the GP EIR.

6.14. POPULATION AND HOUSING

Would the project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated population and housing impacts that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included population growth and availability of housing opportunities (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.11-1 through 4.11-13). The analysis found that while development and buildout of the General Plan can result in population and housing impacts, implementation of the General Plan would not contribute to a significant generation of growth that would substantially exceed any established growth projections nor would it displace substantial numbers of housing units or people. Moreover, the project will not construct off-site infrastructure that would induce substantial development, unplanned or otherwise. As such, population and housing impacts were determined to be less than significant.

Project-Specific Impacts

a) Induce substantial unplanned population growth in an area, either directly or indirectly?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.11.1 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.11-8 to 4.11-10).

The proposed Project would construct 281 multifamily residential units. The proposed Project is not anticipated to induce substantial unplanned population growth in the area, either directly or indirectly.

The US Census Bureau estimates that the City of Rocklin had an average household size of 2.65 persons and a vacancy rate of 3.1 percent in January 2025 (California Department of Finance, 2025). Thus, the average number of persons per housing unit in the City of Rocklin in 2025 is estimated as the average household size (2.65 persons) times the occupancy rate (96.9 percent), or 2.57 persons. Using this person per household estimate, buildout of the proposed Project would result in approximately 722 residents. Furthermore, as a residential housing development, the proposed Project would generate minimal new permanent jobs. Thus, the proposed Project would not result in indirect population growth from potential employees relocating to the city. Potential population growth associated with the proposed Project would represent less than one percent increase over the City's January 1, 2025, estimated population of 73,172 persons (California Department of Finance, 2025). As such, although nominal, the proposed Project would induce population growth in a local context.

Potential population growth impacts are also assessed based on a project's consistency with adopted plans that have addressed growth management from a local and regional standpoint. Table POP-1 below shows the population growth forecast estimates for Placer County between 2025 and 2050 (Placer County, 2024).

Table POP-1: Population Trends (Placer County)

	2025[1]	2035	2050	2025 – 2050 Increase
Placer County	414,895	465,335	487,874	83,953 (20 percent)

Sources:
[1] (Placer County, 2024)

As shown above, the Placer County General Plan Demographic Trends growth forecasts estimate the County's population to reach 487,874 persons by 2050, representing a total increase of 83,953 persons between 2025 and 2050. The proposed Project's anticipated resident population (722 persons) would represent less than one percent of the 2050 population anticipated for the County and would not exceed the amount of growth anticipated by the Placer County General Plan Demographic Trends from 2025 to 2050.

This analysis is further supported by the Rocklin-specific population trends analyzed in Section 4.11, *Population and Housing*, of the GP EIR. As shown in Table POP-2, the GP EIR evaluated historical and projected population growth in Rocklin between 1990 and 2030, including a projected 2030 population of 76,136 persons.

Table POP-2: Population Trends (City of Rocklin)

Year	Population	Change	% Change	Annual % Change
1990	19,033			
2000	36,330	17,297	91%	9.0%
2008	53,843	17,513	48%	6.0%
2015 Projected	65,614	11,771	22%	3.1%
2020 Projected	73,414	7,800	12%	2.4%
2030 Projected	76,136	2,722	4%	0.5%

Sources: (City of Rocklin, 2011, pp. 4.11-1)

As shown above, the GP EIR growth forecasts estimate the City's population to reach 76,136 persons by 2030, representing a total increase of 57,103 persons between 1990 and 2030. The proposed Project's anticipated resident population (722 persons) would represent less than one percent of the 2030 population anticipated for the City and would not exceed the amount of growth anticipated by the GP EIR Population Trends from 1990 to 2030.

Additionally, since the proposed Project is consistent with the existing land use designation, buildout of the Project site was already contemplated in the GP and regional growth forecasts. Furthermore, the proposed Project is compliant with the City's Regional Housing Needs Assessment (RHNA) allocation of 3,543 units for the 2021-2029 planning period, as identified in the City's 6th Cycle Housing Element Update. California's RHNA is a methodology used to determine future housing needs by income category, based on growth in population, households, and employment. The proposed Project would result in 281 new multifamily units, that would contribute toward fulfilling this obligation by increasing the residential development capacity within the City, consistent with the City's long-range housing and land use planning strategies. As a result, the proposed Project would not induce substantial unplanned population growth either directly or indirectly, and would not result in new or more severe impacts beyond those identified in the GP EIR. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.11.2 and was determined to have a less than significant impact (City of Rocklin, 2011, pp. 4.11-10 and 4.11-11).

The Project site is currently vacant and undeveloped. The Project site is designated HDR in the General Plan and is zoned PD-33 RES-24. The HDR land use designation is intended for higher-density residential development, including multifamily housing and related uses and the PD-33 RES-24 zoning designation allows for flexible, master-planned residential development at higher densities with customized development standards with a residential minimum density of 24 dwelling units per acre. The proposed Project would develop 281 multifamily residential units, consistent with the existing residential General Plan land use and zoning designations. Therefore, the proposed Project would not displace any housing and would not necessitate the construction of replacement housing. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

Cumulative Impacts

As discussed in the GP EIR on page 5.0-39 to 5.0-40, implementation of the General Plan would not result in an increase in population or housing growth that would substantially exceed any established growth projections. As discussed above, since the proposed Project is consistent with the existing land use designation, buildout of the Project site was already contemplated in the GP and regional growth

forecasts. The proposed Project would result in 281 new multifamily units, that would increase the residential development capacity within the City, consistent with the City's long-range housing and land use planning strategies. As a result, the proposed Project would not induce substantial unplanned population growth either directly or indirectly, and would not result in new or more severe impacts beyond those identified in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of population and housing, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR population and housing analysis used demographic and housing data, agency projections, City housing policy documents, and General Plan buildout growth assumptions. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's development intensity being within the level analyzed in the GP EIR, no substantial new information has been identified that would result in a population or housing impact more severe than anticipated in the GP EIR.
5. No mitigation measures related to population and housing are contained within the GP EIR. Additionally, no mitigation measures would be required because Project specific impacts would be less than significant.

Uniformly Applied Development Policies or Standards (DP/S)

None.

GP Goals and Policies

None.

GP EIR Mitigation Measures

No mitigation measures related to population and housing are included in the GP EIR.

6.15. PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Fire protection?	☐	☐	☐	☐	☒	☐
b) Police protection?	☐	☐	☐	☐	☒	☐
c) Schools?	☐	☐	☐	☐	☒	☐
d) Parks?	☐	☐	☐	☐	☒	☐
e) Other public facilities?	☐	☐	☐	☐	☐	☒

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts on the demand for fire and police protection and school and recreation facilities as a result of the future urban development that was contemplated by the General Plan. These impacts included increased demand for fire, police and school services, provision of adequate fire flow, and increased demand for parks and recreation (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.12-1 through 4.12-45). The analysis found that while development and buildout of the. General Plan can result in public services and facilities impacts, these impacts would be reduced to a less than significant level through compliance with state and local standards related to the provision of public services and facilities and through the application of General Plan goals and policies that would assist in minimizing or avoiding impacts to public services and facilities.

These goals, policies and standards include, but are not limited to the California Fire Code, the California Health and Safety Code, Chapters 8.12 and 8.20 of the Rocklin Municipal Code, and goals and policies in the General Plan Community Safety and Public Services and Facilities Elements requiring studies of infrastructure and public facility needs, proportional share participation in the financial costs of public services and facilities, coordination of private development projects with public facilities and services needed to serve the project, maintaining inter-jurisdictional cooperation and coordination and requiring

certain types of development that may generate higher demand or special needs to mitigate the demands/needs.

Project-Specific Impacts

Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

a) Fire protection and emergency services?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.12.1.1 and was determined to have a less-than-significant impact through compliance with General Plan policies, payment of development impact fees, and applicable regulations (California Fire Code, residential codes, etc.) (City of Rocklin, 2011, pp. 4.12-8 to 4.12-11).

As described in the GP EIR, the City of Rocklin is served by the Rocklin Fire Department (RFD), which provides fire prevention, suppression, and emergency medical services and operates three fire stations within the City, supported by mutual aid agreements with surrounding jurisdictions. The primary responding station for the proposed Project is Fire Station No. 23, located approximately 0.5 roadway miles from the Project site, with an estimated 1-minute drive time under normal conditions. Additionally, Fire Station No. 24 is situated about 1.8 roadway miles from the Project site.

The Project site encompasses approximately 7.19 gross acres, and is currently vacant and undeveloped. Development of the proposed Project would consist of the construction of approximately 281 multifamily residential units within three four-story buildings, with related site improvements.

Construction

Construction and operation of the proposed Project would increase the number of structures and workers in the Project area, which may increase demand for fire protection and emergency medical services. However, construction of the proposed Project would be required to comply with all applicable State and local regulations. These requirements include measures such as installation of temporary construction fencing to prevent unauthorized access and maintenance of a clean and orderly construction site to reduce potential fire hazards. As a result, construction of the proposed Project would not result in the need for new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts, and would not adversely impact service ratios, response times, or other performance standards. Impacts would be less than significant, and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR.

Operation

As disclosed in the GP EIR, the proposed Project and other anticipated residential development would create an increased demand for fire protection services with the addition of new residents to the area. As described in Section 6.14, *Population and Housing,* the proposed Project would not exceed the amount of growth anticipated by Placer County or the GP EIR. Therefore, the proposed Project would not induce

significant population growth and would not result in the need for new or physically altered fire protection facilities. Furthermore, the City of Rocklin requires that new development projects provide adequate improvements and resources to support future infrastructure and public facility needs, as included in GP Policy PF-25. The proposed Project would also be required to comply with all applicable City standards related to emergency access, fire flow, fire lanes, turn radii, and other fire protection and site design requirements, as reviewed and enforced by Rocklin Fire Department. Additionally, the proposed Project would be subject to compliance with the most recent versions of the CBC and California Fire Code. The California Fire Code is adopted by reference in the Rocklin Municipal Code Chapter 15.04.050 and establishes minimum standards for fire safety including site access requirements and fire safety precautions.

Pursuant to the City of Rocklin's Municipal Code Chapter 3.16 (*Construction Taxes and Development Impact Fees*), and GP Policy PF-3 and PF-11, the proposed Project would be required to pay Development Impact Fees (DIFs). The City of Rocklin collects DIF from development projects and is mandated to use the DIF funds to construct new fire and emergency service facilities. DIFs collected offset any Project-related demand on existing fire services. The fees would ensure that adequate fire protection and emergency/medical services would be provided and maintained and can be applied to the purchase of equipment, maintenance of existing facilities, and the construction of facilities as needed. Compliance with applicable local and State regulations, such as payment and implementation of the DIF program and compliance with applicable design requirements, would ensure that implementation of the Project maintain sufficient levels of fire protection services and facilities. Therefore, impacts related to fire protection services would be less than significant and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

b) Police protection services?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.12.2.1 and was determined to have a less-than-significant impact through compliance with General Plan policies and payment of Development Impact Fees (City of Rocklin, 2011, pp 4.12-15 through 4.12-17).

As described in the GP EIR, the Rocklin Police Department would provide police protection services to the Project site. The Rocklin Police Station is located at 4080 Rocklin Rd, Rocklin, CA 95677, which is approximately 0.7 roadway miles southeast of the Project site.

Crime and safety issues during Project construction may include theft of building materials and construction equipment, malicious mischief, graffiti, and vandalism that would create a temporary increased demand for Rocklin Police Department protection services. Operation of the 281 multifamily residential units may also generate a typical range of police service calls such as burglaries and thefts. However, pursuant to the City's existing permitting process, the Police Department would review and approve the final site plan to ensure the appropriate crime prevention and site design features are incorporated consistent with General Plan Policies PF-11 and PF-16 are incorporated appropriately to provide a safe environment. In addition, the proposed Project would comply with the most recent versions of the CBC and California Fire Code. Specifically, Municipal Code Chapter 15.04.010 adopts by reference the CBC, which includes emergency access requirements which would minimize site safety hazards and potential operational impacts to police services.

As described above, growth resulting from the proposed Project has been accounted for within the GP EIR, as the proposed Project is consistent with the GP land use designation. While the proposed Project would introduce new residents through development of approximately 281 multifamily residential units, this increase in population is within the growth projections evaluated in the City of Rocklin General Plan EIR. Since the proposed Project would not contribute to population growth beyond that anticipated in the GP EIR, the proposed Project would not result in the need for new or expanded police services or facilities to support the proposed Project. Additionally, the proposed Project would be required to pay applicable development impact fees consistent with General Plan Policies PF-3 and PF-11. The collection of development impact fees (DIFs) would ensure the level of police protection services is maintained and can be applied to the purchase of equipment, maintenance of existing facilities, and the construction of facilities as needed. Therefore, Project impacts to police services would be less than significant and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the City of Rocklin General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, and therefore no subsequent review is required.

c) School services?

No New Impact. This topic was evaluated in the GP EIR as Impacts 4.12.3.1 and 4.12.3.2 and was determined to have a less-than-significant impact through mandatory developer fees (CA Gov. Code §65995), and implementation of the General Plan policies (City of Rocklin, 2011, pp. 4.12-25 through 4.12-30).

According to the GP EIR, Rocklin residents are served by Rocklin Unified School District. As described in Section 6.14, *Population and Housing*, the proposed Project would increase the area's population by introducing 281 new multifamily detached residential units, thus increasing the demand for school services. However, pursuant to Government Code Section 65995 et seq., the need for additional school facilities is addressed through compliance with school impact fee assessment. SB 50 (Chapter 407 of Statutes of 1998) sets forth a State school facilities construction program that includes restrictions on a local jurisdiction's ability to condition a project on mitigation of a project's impacts on school facilities in excess of fees set forth in the Government Code. Therefore, the proposed Project would be required to contribute fees to the Rocklin Unified School District, in accordance with the Leroy F. Greene School Facilities Act of 1998 (i.e., SB 50). Pursuant to SB 50, payment of school impact fees constitutes complete mitigation under CEQA for Project-related impacts to school services. Therefore, the Project would result in no impacts related to school services and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

d) Parks?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.12.4.1 and was determined to have a less-than-significant impact through compliance of developer fees (Quimby Act), payment of development impact fees and/or dedication of parkland or in-lieu fees, as well as implementation of the General Plan policies (Rocklin 2011, pp. 4.12-40 to 4.12-42).

The proposed Project would develop 281 multifamily residential units on a site that is currently vacant and undeveloped. As described in Section 6.14, *Population and Housing*, the proposed Project is consistent with the site's GP land use designation and the level of residential growth anticipated in the GP EIR. As such, the proposed Project is within the scope of planned development and associated public service demands, including parks.

The City of Rocklin maintains an extensive system of approximately 37 developed parks and over 200 acres of open space that provide recreational opportunities throughout the community. Park planning and future expansion are guided by the City's Parks and Recreation Master Plan, which ensures that park facilities are developed in coordination with anticipated population growth. The City of Rocklin implements parkland dedication requirements through Municipal Code Chapter 3.16.410, *Park Improvement Impact Fee*, which is consistent with the Quimby Act (California Government Code § 66477). This ordinance requires new residential subdivisions to dedicate parkland, pay in-lieu fees, or provide a combination of both, based on a parkland standard of 5 acres per 1,000 residents. The proposed Project's compliance with these requirements is ensured through the City's development review and approval process and would be required as a condition of approval. Additionally, the proposed Project includes private open space and on-site recreational amenities such as landscaped courtyards, a playground, and community gathering areas that would serve future residents and reduce demand on existing public park facilities. These on-site amenities would help offset use of off-site recreational resources but would not replace the need for compliance with applicable parkland dedication or in-lieu fee requirements. Accordingly, with the proposed Project's consistency with the GP, required compliance with the City's parkland dedication requirements, and provision of on-site recreational amenities, the proposed Project would not result in substantial adverse physical impacts associated with the provision or need for new or physically altered park facilities. Impacts would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

e) Other public facilities?

No New Impact. This topic was not evaluated in the GP EIR.

Other public facilities are provided throughout the City of Rocklin and are planned to accommodate growth consistent with the General Plan. As described above, the proposed Project would introduce new residents; however, this increase in population is within the growth projections evaluated in the City of Rocklin General Plan EIR. As such, the proposed Project would not result in the need for new or physically altered public facilities beyond those already anticipated. Therefore, impacts would be less than significant and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the City of Rocklin General Plan EIR. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to other public facilities pursuant to CEQA Guidelines Section 15183.

Cumulative Impacts

As discussed in the GP EIR on pages 5.0-40 through 5.0-44, impacts related to substantial physical deterioration of public facilities would occur and/or require the construction or expansion of public facilities would be less than cumulatively considerable. AS described above, the proposed Project is consistent with the existing land use designation, buildout of the Project site was already contemplated in the GP and regional growth forecasts. As a result, , the proposed Project would not induce substantial unplanned population growth that would result in the deterioration or expansion of existing public facilities and would not result in new or more severe impacts beyond those identified in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of public services, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR public services analysis used Rocklin Police and Fire Department information, RUSD facilities and enrollment data, the existing General Plan, Municipal Code, and other relevant literature to evaluate law enforcement and public school service impacts. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's development intensity being within the level analyzed in the GP EIR, no substantial new information has been identified that would result in a public services impact more severe than anticipated in the GP EIR.
5. No mitigation measures related to public services are contained within the GP EIR. Additionally, no mitigation measures would be required because Project specific impacts would be less than significant.

Uniformly Applied Development Policies or Standards (DP/S)

City of Rocklin Municipal Code Section 3.16.410: Park Improvement Impact Fee. A development impact fee is established and collected at the time of building permit issuance for all residential development in the City to fund park facility improvements and expansions needed to serve new growth. The adopted fee study identifies the facilities to be funded and ensures that new development contributes its fair share toward park infrastructure.

City of Rocklin Municipal Code Chapter 15.04.010: Building Code. As listed previously in Section 6.7, *Geology and Soils*.

City of Rocklin Municipal Code Chapter 15.04.050: Fire Code. As listed previously in Section 6.9, *Hazards and Hazardous Materials.*

GP Goals and Policies

Policy PF-1: Provide for adequate lead time in the planning of needed expansions of public services and facilities.

Policy PF-3: Require that any development that generates the need for public services and facilities, including equipment, pay its proportional fair share of providing those services and facilities. Participation may include, but is not limited to, the formation of assessment districts, special taxes, payment of fees, payment of the City's Construction Tax, purchase of equipment, and/or construction and dedication of facilities.

Policy PF-11: Ensure that new development will not create a significant negative impact on the existing level of police and fire protection services.

Policy PF-25: Require new development to meet fire flow requirements based on standards codified in the International Fire Code.

Policy PF-26: Evaluate all residential development project applications for their impact on school services and facilities. Where an impact is found, the project may be conditioned to the extent and in the manner allowed by law to mitigate the impact, such as requiring payment of school district fees and/or participation in a community facilities district to fund school facilities.

Policy OCR-12: Provide for park and other outdoor recreational needs, both active and passive, through methods including but not limited to: collection of park user fees, dedication of parkland, or a combination of both; rehabilitation of existing park and recreation facilities; requiring the installation of park improvements; and requiring that financial mechanisms be created for long-term park and/or open space operation and maintenance.

Policy OCR-13: Require dedication of parkland, payment of in lieu fees for parkland, or a combination of both, as a condition of approval in the early stages of the development process, including approval of rezonings, where it is necessary to insure consistency with or implementation of the goals and policies contained in this General Plan.

Policy OCR-22: Require new development to mitigate its impact on park development and maintenance.

GP EIR Mitigation Measures

No mitigation measures related to public services are included in the GP EIR.

6.16. RECREATION

	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts on the demand for recreation facilities as a result of the future urban development that was contemplated by the General Plan. These impacts included increased demand for parks and recreation (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.12-30 through 4.12-45). The analysis found that while development and buildout of the General Plan can result in recreation facilities impacts, these impacts would be reduced to a less than significant level through the application of General Plan goals and policies that would assist in minimizing or avoiding impacts to recreation facilities. The General Plan has established a parkland standard of five acres per 1,000 population and has adopted goals and policies to insure that this standard is met. These goals and policies call for the provision of new park and recreational facilities as needed by new development through parkland dedication and the payment of park and recreation fees. These programs and practices are recognized in the General Plan Open Space, Conservation and Recreation Element, which mitigates these impacts to a less than significant level.).

Project-Specific Impacts

a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would be accelerated?

b) Require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.12.4.1 and was determined to have a less-than-significant impact through compliance of developer fees (Quimby Act), payment of development impact fees and/or dedication of parkland or in-lieu fees, as well as implementation of the General Plan policies (City of Rocklin, 2011, pp. 4.12-39 through 4.12-42).

As described in the GP EIR, the City of Rocklin determined that development of new park facilities would keep pace with anticipated population growth. The proposed Project would construct 281 multifamily residential units on a site that is currently vacant and undeveloped. As described in Section 6.14, *Population and Housing*, the proposed Project is consistent with the land use designation for the site and is therefore consistent with the anticipated growth within the city. Thus, the city has adequate parkland available to serve the proposed Project.

In accordance with the City of Rocklin's Park Improvement Impact Fee, Trails Impact Fee, and Community and Recreation Facilities Fee requirements, the proposed Project would be required to pay all applicable park and recreational impact fees prior to issuance of building permits. These fees are intended to fund the acquisition, development, and expansion of park and recreational facilities needed to serve population growth associated with new residential development within the City. Compliance with these requirements would be enforced through the City's development review and permitting process as conditions of Project approval, thereby ensuring the proposed Project provides its fair share toward park and recreational amenities necessary to accommodate future residents.

The Project proposes on-site private and common open space and recreational amenities that would serve future residents, thereby reducing reliance on off-site public facilities. Given the proposed Project's consistency with planned growth, required compliance with the City's parkland dedication requirements, and inclusion of on-site recreational features, the proposed Project is not expected to result in the physical deterioration of existing recreational facilities or require the construction or expansion of new recreational facilities that could cause significant environmental impacts. Based on the previous analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional review is required.

Cumulative Impacts

As discussed in the GP EIR on pages 5.0-43 through 5.0-44, impacts related to substantial physical deterioration of parks and recreational facilities would occur and/or require the construction or expansion of parks and recreational facilities would be less than cumulatively considerable. As described above, the proposed Project is consistent with the existing land use designation, and buildout of the Project site was already contemplated in the GP and regional growth forecasts. In addition, the proposed Project would be consistent with Municipal Code Section 3.16.410: Park Improvement Impact Fee requiring all

residential development in the City to fund park facility improvements and expansions needed to serve new growth, and would not result in new or more severe impacts beyond those identified in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

Conclusion

Regarding the issue area of recreation, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR did not include a standalone recreation section; however, the public services analysis evaluated parks and recreation service impacts using City department information, recreation and facilities guides, the existing General Plan, Municipal Code, and other relevant literature. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's development intensity being within the level analyzed in the GP EIR, no substantial new information has been identified that would result in a recreation impact more severe than anticipated in the GP EIR.
5. No mitigation measures related to recreation are contained within the GP EIR. Additionally, no mitigation would be required because Project specific impacts would be less than significant.

Uniformly Applied Development Policies or Standards (DP/S)

City of Rocklin Municipal Code Section 3.16.410: Park Improvement Impact Fee. As listed previously in Section 6.15, *Public Services*.

City of Rocklin Municipal Code Section 3.16.420: Trails Impact Fee. A development impact fee is established on issuance of all building permits for residential development in the city to pay for trail facility improvements. The fee study dated April 18, 2022, identifies the facilities to be funded by the fee.

City of Rocklin Municipal Code Section 3.16.430: Community and Recreation Facilities Impact Fee. A development impact fee is established on issuance of all building permits for residential development in the city to pay for community and recreation facility improvements. The fee study dated April 18, 2022, identifies the facilities to be funded by the fee.

GP Goals and Policies

Policy OCR-12: Provide for park and other outdoor recreational needs, both active and passive, through methods including but not limited to: collection of park user fees, dedication of parkland, or a combination of both; rehabilitation of existing park and recreation facilities; requiring the installation of park improvements; and requiring that financial mechanisms be created for long-term park and/or open space operation and maintenance.

Policy OCR-13: Require dedication of parkland, payment of in lieu fees for parkland, or a combination of both, as a condition of approval in the early stages of the development process, including approval of

rezonings, where it is necessary to insure consistency with or implementation of the goals and policies contained in this General Plan.

Policy OCR-22: Require new development to mitigate its impact on park development and maintenance.

GP EIR Mitigation Measures

No mitigation measures related to recreation are included in the GP EIR.

6.17. TRANSPORTATION

Would the project:	Project Impact that is Peculiar to the Project or the Project Site	Significant Impact not Analyzed as Significant in the Prior EIR	Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR	Adverse Impact More Severe based on Substantial New Information	No New Impact	Not Previously Analyzed in the Prior EIR
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☐	☐	☒	☐
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☐	☐	☐	☒
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

the General Plan EIR analyzed the anticipated impacts on transportation that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included signalized intersections in Rocklin, Loomis, Roseville, Lincoln and Placer County, state/interstate highway segments and intersections, transit service, bicycle and pedestrian facilities, and conflicts with at-grade railways (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.4-1 through 4.4-98**).**

Mitigation measures to address these impacts are incorporated into the General Plan in the Circulation Element, and include policies that require the monitoring of traffic on City streets to determine improvements needed to maintain an acceptable level of service, updating the City's Capital Improvement Program (CIP) and traffic impact fees, providing for inflationary adjustments to the City's traffic impact fees, maintaining a minimum level of service (LOS) of "C" for all signalized intersections during the PM peak period on an average weekday, maintaining street design standards, and interconnecting traffic

signals and consideration of the use of roundabouts where financially feasible and warranted to provide flexibility in controlling traffic movements at intersections.

The General Plan EIR concluded that, despite these goals and policies, significant transportation impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will result in increased traffic volumes at state/interstate highway intersections and impacts to state/interstate highway segments. Findings of fact and a statement of overriding consideration were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Project-Specific Impacts

This section is based on the following report:

- *Vehicle Miles Traveled (VMT) Screening,* prepared by EPD Solutions, Inc., April 17, 2026. Included as Appendix G.

Methodology

Trip Generation

Trip generation represents the amount of traffic that is attracted and produced by a development based on the specific land uses planned for a given project. Trip generation rates for the proposed Project are shown in Table TRA-1, *Proposed Project Trip Generation*, based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (12th Edition, 2025). The proposed Project is expected to generate 1,352 daily trips with 101 AM peak hour trips and 129 PM peak hour trips.

Table TRA-1: Proposed Project Trip Generation

Land Use	Dwelling Units	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Trip Rate 223 Affordable Housing	-	**4.81**	0.10	0.26	**0.36**	0.27	0.19	**0.46**
Project Trip Generation 223 Affordable Housing	281	**1,352**	**29**	**72**	**101**	76	53	**129**
Total Project Trip Generation	281	**1,352**	29	72	**101**	76	53	**129**

Source: Appendix G

a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

No New Impact. This topic was evaluated in the GP EIR as Impacts 4.4.8 and 4.4.9 and determined that impacts would be less-than-significant (City of Rocklin, 2011, pp. 4.4-94 to 4.4-96).

The construction and operation phases of the proposed Project would be contained within the Project site and subsequently would not interfere with the use of sidewalks, bike lanes, or public transit. The proposed Project would be consistent with the General Plan's goals and policies, and the proposed Project

is not found to result in conflicts with adopted policies, plans, or programs, nor is it expected to negatively affect the performance or safety of existing or planned pedestrian, bicycle, or transit facilities. Therefore, impacts would not result in new or more severe impacts beyond those identified in the GP EIR.

Transit Facilities

Public transportation services within the City are provided by the Placer County Transit Agency (PCTA). The nearest PCTA bus stop is located at the intersection of Pacific Street and Midas Avenue, adjacent to the Project site. The existing transit service would continue to serve its ridership in the area and may also serve residents of the proposed Project. The proposed Project would not alter existing transit routes, stops, or service levels. Consistent with General Plan policies that promote coordination with transit providers and transit-supportive infrastructure, the Project would be designed to maintain access to transit services. Therefore, the proposed Project would not conflict with adopted transit plans or programs, and impacts would not result in new or more severe impacts beyond those identified in the GP EIR .

Bicycle Facilities and Pedestrian Facilities

The General Plan Circulation Element includes policies requiring the development of bicycle and pedestrian infrastructure, including bike lanes, sidewalks, and connectivity between land uses. The proposed Project would construct frontage improvements, including a bike lane, a 6-foot-wide public sidewalk, and curb and gutter improvements, consistent with City standards. Implementation of the Project would not remove or conflict with existing or planned bicycle or pedestrian facilities and would enhance multimodal connectivity in the Project vicinity. Therefore, impacts related to bicycle and pedestrian facilities would not result in new or more severe impacts beyond those identified in the GP EIR.

Roadway and Intersection Facilities

Implementation of the proposed Project would develop 281 multifamily residential units on a site that is currently vacant and undeveloped. Access to the Project site would be provided via a new 26-foot-wide driveway on Pacific Street and a new 26-foot-wide driveway on Midas Avenue, which would provide access to all 281 proposed residences. Vehicular traffic to and from the Project site would utilize the existing network of regional and local roadways that currently serve the Project area. Specifically, regional access to the site would be provided via Interstate 80 and State Route 65, while local access would be provided via Pacific Street and Midas Avenue. Additionally, the proposed Project would be consistent with applicable GP Circulation Element goals and policies addressing the circulation system and would not impede or conflict with achievement of city-wide goals.

Consistent with CEQA Guidelines Section 15064.3, transportation impacts are evaluated based on vehicle miles traveled (VMT) rather than level of service (LOS). As demonstrated in the Project's VMT Screening Memorandum, the proposed Project would not result in VMT impacts beyond applicable thresholds or those previously evaluated in the GP EIR.

Although LOS is not a CEQA significance metric, the City of Rocklin may use LOS to determine the need for roadway or intersection improvements as part of the development review process. Any required improvements would be implemented as conditions of approval and would occur within existing rights-of-way or previously disturbed areas.

The City will require that roadway improvements be implemented as conditions of approval, and the proposed Project would either construct or pay its fair-share toward such improvements, as determined through the City's review process.

The proposed Project would include frontage and roadway improvements along Pacific Street and Midas Avenue, including construction of a right-turn lane into the proposed western driveway along Midas Avenue, installation of bicycle lane striping, installation of curb, gutter, and sidewalk improvements, demolition of approximately 303 feet of existing median along Pacific Street to accommodate center turn lane striping, and reconstruction of portions of existing curb, gutter, and sidewalk along the Project frontage. The proposed Project would also require utility connections and trenching within the existing public right-of-way and public utility easements along Pacific Street and Midas Avenue. These improvements would support implementation of the City of Rocklin's 2026–2031 Capital Improvement Program (CIP), which serves as the City's long-range planning tool for roadway, circulation, stormwater, and infrastructure improvements throughout the City. As described in the CIP, roadway and stormwater improvements are intended to maintain and enhance safe and efficient transportation infrastructure, improve circulation, and support multimodal transportation improvements citywide. The CIP also includes ongoing roadway safety, pedestrian, bicycle, intersection, resurfacing, and railroad crossing improvement projects within the City, including improvements along Midas Avenue and at-grade railroad crossing enhancement programs.

Impacts under this threshold were adequately addressed in the GP EIR. The proposed Project is within the scope of the GP EIR and would remain consistent with the GP EIR. As described in Section 6.11, *Land Use and Planning*, and Section 6.14, *Population and Housing*, the proposed Project would not induce substantial population growth beyond that anticipated in the General Plan and is consistent with the planned land use for the Project site. Consistent with CEQA Guidelines Section 15064.3, transportation impacts are evaluated based on vehicle miles traveled (VMT), and as demonstrated in the Project's VMT Screening Memorandum, the proposed Project would result in less-than-significant VMT impacts. Therefore, impacts related to the circulation system would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

No New Impact. This topic was not evaluated in the GP EIR.

Senate Bill (SB) 743 was signed by Governor Brown in 2013 and required the Governor's Office of Planning and Research (OPR) to amend the CEQA Guidelines to provide an alternative to level of service (LOS) for evaluating transportation impacts. SB 743 established that the new criteria should promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. In response, CEQA Guidelines Section 15064.3 was adopted and applies statewide, identifying vehicle miles traveled (VMT) as the most appropriate measure of transportation impacts.

CEQA Guidelines Section 15064.3, subdivision (b), provides that projects that generate VMT exceeding an applicable threshold of significance may result in a significant impact. The City of Rocklin evaluates

transportation impacts using VMT consistent with CEQA Guidelines Section 15064.3 and applicable regional guidance.

As detailed in the VMT Screening Memorandum (Appendix G), the proposed Project was evaluated using screening criteria consistent with the Placer County Transportation Study Guidelines (May 2021) and the OPR Technical Advisory on Evaluating Transportation Impacts in CEQA (December 2018).

The Project does not meet the small project screening threshold due to trip generation; however, the Project qualifies for multiple other screening criteria. Specifically, the Project proposes a 100 percent affordable multifamily residential development, which qualifies for the affordable housing screening criterion under both Placer County Guidelines and the OPR Technical Advisory.

In addition, the Project is located within a low VMT-generating area, as demonstrated using the SACOG VMT Evaluation Tool, and is located within one-half mile of an existing major transit stop (Rocklin Train Station). The Project also meets all additional criteria required for transit-based screening, including consistency with the regional Sustainable Communities Strategy and provision of parking consistent with applicable standards.

Because the Project satisfies multiple screening thresholds, including affordable housing, proximity to transit, and location within a low VMT-generating area, the Project may be presumed to result in a less-than-significant VMT impact. Accordingly, the Project would not conflict with CEQA Guidelines Section 15064.3, subdivision (b), and no further VMT analysis is required.

Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to wildfire infrastructure pursuant to CEQA Guidelines Section 15183.

c) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.4.10 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.4-96 to 4.4-97).

Construction

The Project proposes development of the site in one phase lasting approximately 23.8-months. During construction, worker vehicles, haul trucks, and vendor trucks would be staged on the portion of the Project site under construction for the duration of the construction period. As part of the grading plan and building plan review processes, City permits would require appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures and measures to properly route heavy-duty construction vehicles entering and leaving the site (as applicable). As a result, impacts related to vehicular circulation design features and incompatible uses during construction of the proposed Project would not result in new or more severe impacts beyond those identified in the GP EIR.

Operation

As previously described, vehicular access to the Project site would be provided via driveways along Midas Avenue and Pacific Street, which would provide access to the proposed residential development. Internal circulation would be accommodated through a network of private drive aisles designed to meet local

circulation and emergency access standards, with roadway widths designed in accordance with applicable City standards.

The proposed Project would not introduce any new roadways or land uses that would conflict with existing land uses in the surrounding area. Design of the proposed Project, including internal private drive aisles, ingress and egress points, and streetscape improvements, would be subject to the City's development standards. The proposed Project has also been designed to ensure fire apparatus access and turnaround areas consistent with California Fire Code standards. On-site traffic signing and striping would be implemented in conjunction with detailed construction plans. Project frontage improvements and site access points would be constructed consistent with roadway classifications and applicable cross-sections identified in the City of Rocklin General Plan Circulation Element. Compliance with these requirements would be ensured through the City's permitting process.

With respect to potential at-grade railway conflicts, the Project would not introduce design features that would increase hazards at existing crossings. As identified in the GP EIR, compliance with General Plan Policy C-33, which seeks safety and circulation improvements to railroad crossings and encourages grade separation where feasible, would ensure that proposed Project would not result in new or more severe impacts beyond those identified in the GP EIR.

As such, impacts related to hazards due to design features or incompatible uses would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

d) Result in inadequate emergency access?

No New Impact. This topic was not evaluated in the GP EIR.

Construction

As described above, the proposed construction activities, including equipment and supply staging and storage, would occur within the Project site and would not restrict access of emergency vehicles to the Project site or adjacent areas. The installation of driveways and connections to existing infrastructure systems that would be implemented during construction of the proposed Project could require the temporary closure of one side or portions of Pacific Street and Midas Avenue for a short period of time. However, Project construction activities would be required to ensure emergency access in accordance with Section 503 of the California Fire Code (Title 24, California Code of Regulations, Part 9), which would be ensured through the City's permitting process and City of Rocklin Municipal Code Chapter 15.04.050, *Fire Code*. The City as well as Rocklin Fire Department would review the development plans as part of the permitting procedures to ensure adequate emergency access pursuant to the requirements. Thus, implementation of the proposed Project through the City's permitting process would ensure existing regulations are adhered to and would address any potential construction related emergency access impacts. Therefore, impacts related to inadequate emergency access during construction activities would not occur and no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR.

Operation

As described previously, the proposed Project would provide adequate emergency access to the site via a new 26-foot-wide driveway on Pacific Street and new 26-foot-wide driveway on Midas Avenue. Internal circulation would be accommodated through a network of private drive aisles, designed to support two-way vehicle travel and provide adequate access for emergency response vehicles in accordance with applicable City and fire department standards.

The City as well as Rocklin Fire Department would review the development plans as part of the permitting procedures to ensure adequate emergency access pursuant to the requirements in Section 503 of the California Fire Code. Since the proposed Project is required to comply with all applicable City codes, as verified by the City during the review process, potential impacts related to inadequate emergency access would be less than significant. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional review is required.

Cumulative Impacts

As discussed in the GP EIR on pages 5.0-9 through 5.0-26, implementation of the General Plan would contribute to cumulative transportation impacts associated with increased development and corresponding increases in vehicle trips. The General Plan EIR evaluated cumulative transportation conditions based on anticipated growth within the City and the region and identified improvements and policies intended to reduce transportation-related impacts, including multimodal transportation strategies, roadway improvements, and measures to encourage alternative transportation modes. The proposed project is consistent with the development assumptions analyzed in the General Plan EIR and would not result in new or substantially more severe transportation impacts than those identified in the General Plan EIR. Therefore, the proposed project's contribution to cumulative transportation impacts would not be cumulatively considerable, and no further analysis of cumulative transportation impacts is required pursuant to CEQA Guidelines Section 15183.

Conclusion

Regarding the issue area of transportation and traffic, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR transportation and circulation analysis used existing transportation system and LOS data, buildout assumptions, and travel demand modeling to project future traffic volumes with and without General Plan implementation. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's development intensity being within the level analyzed in the GP EIR, and the findings of the project-specific VMT Screening, no substantial new information has been identified that would result in a new or substantially greater transportation impact.

5. No mitigation measures related to recreation are contained within the GP EIR. Additionally, no mitigation would be required because Project specific impacts would be less than significant.

Uniformly Applied Development Policies or Standards (DP/S)

City of Rocklin Municipal Code Chapter 15.04.050: *Fire Code*. As listed previously in Section 6.9, *Hazards and Hazardous Materials*.

GP Goals and Policies

Policy C-33: Seek safety and circulation improvements to existing railroad crossings and construction of new grade separated crossings or undercrossings where appropriate and feasible.

Policy C-56: Improve bicyclist and pedestrian safety through such methods as signage, lighting, traffic controls, and crosswalks.

Policy C-59: Promote pedestrian convenience and recreational opportunities through development conditions requiring sidewalks, walking paths, or hiking trails connecting various land uses including residential areas, commercial areas, schools, parks, employment centers and open space.

GP EIR Mitigation Measures

No mitigation measures related to transportation are included in the GP EIR.

6.18. TRIBAL CULTURAL RESOURCES

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☐	☐	☐	☒	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision I of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision I of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts that would occur to historical, cultural and paleontological resources within the Planning area as a result of the future urban development that was contemplated by the General Plan. These impacts included potential destruction or damage to any historical, cultural, and paleontological resources (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.8-1 through 4.8-21). Mitigation measures to address these impacts are incorporated into the General Plan in the Land Use and Open Space, Recreation and Conservation Elements, and include goals

and policies that encourage the preservation and protection of historical, cultural and paleontological resources and the proper treatment and handling of such resources when they are discovered.

The General Plan EIR concluded that despite these goals and policies, significant cultural resources impacts will occur as a result of development under the General Plan and further, that these impacts cannot be reduced to a less than significant level. Specifically, the General Plan EIR found that buildout of the Rocklin General Plan will contribute to cumulative impacts to historic character. Findings of fact and a statement of overriding considerations were adopted by the Rocklin City Council in regard to these impacts, which were found to be significant and unavoidable.

Tribal Cultural Resources (TCRs) were not required to be evaluated separately from Cultural Resources by CEQA Guidelines at the time of the preparation of the GP EIR.

Project-Specific Impacts

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?

b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision I of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision I of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No New Impact.

While impacts to Tribal Cultural Resources were not discussed within the GP EIR, as discussed on page 4.8-9., a sacred lands search was conducted and a list of Native American contacts from the Native American Heritage Commission (NAHC) was obtained. The results of the sacred lands search were received on October 16, 2008, and did not identify any Native American sacred lands within the General Plan Update Planning Area. Tribal cultural resources (TCRs) are sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe, as defined in Public Resources Code Section 21074.

The Project site is currently vacant and undeveloped, and no known tribal cultural resources have been identified on-site.

Assembly Bill (AB) 52 establishes a formal consultation process for projects requiring the preparation of a negative declaration, mitigated negative declaration, or environmental impact report. As the proposed Project is being evaluated pursuant to CEQA Guidelines Section 15183 which supports an exemption, and no additional CEQA document is required, formal AB 52 consultation is not applicable to the proposed

Project. Similarly, Senate Bill (SB) 18 consultation requirements apply to the adoption or amendment of general plans or specific plans and are not applicable to the proposed Project. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met; therefore, no additional review is required.

Cumulative Impacts

While impacts to Tribal Cultural Resources were not discussed within the GP EIR, as discussed on page 4.8-9., a sacred lands search was conducted and a list of Native American contacts was obtained from the Native American Heritage Commission (NAHC). The results of the sacred lands search were received on October 16, 2008, and did not identify any Native American sacred lands within the General Plan Update Planning Area. All tribal representation groups on the list provided by the NAHC were contacted, through written correspondence. While TCRs are not necessarily the same as what are considered to be more typical cultural resources, the proposed Project would implement Mitigation Measure CUL-1, which would reduce impacts to any inadvertently discovered cultural resources on the site. Therefore, the proposed project's contribution to cumulative cultural resource impacts would not be cumulatively considerable, and no further analysis of cumulative transportation impacts is required pursuant to CEQA Guidelines Section 15183.

Conclusion

Regarding the issue area of tribal cultural resources, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR did not include a standalone tribal cultural resources section; however, the cultural resources analysis included an NAHC Sacred Lands File search and Native American contact outreach, which identified no sacred lands within the Planning Area. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's site-specific conditions, and implementation of Mitigation Measure CUL-1, no substantial information has been identified that would result in a significant tribal cultural resources impact.
5. No new mitigation measures would be required. Project specific impacts would be less than significant with adherence to the City's standard mitigation measure, as listed below.

Uniformly Applied Development Policies or Standards (DP/S)

None.

GP Goals and Policies

OCR-62: Preserve historically significant resources in place if feasible, or provide mitigation (avoidance, excavation, documentation, curation, data recovery, or other appropriate measures) prior to further disturbance.

OCR-65: Preserve significant archaeological resources (including Native American remains) and paleontological resources in place if feasible, or provide mitigation (avoidance, excavation, documentation, curation, data recovery, or other appropriate measures) prior to further disturbance.

GP EIR Mitigation Measures

No mitigation measures related to tribal cultural resources are included in the GP EIR.

Project Specific Mitigation Measures

Mitigation Measure CUL-1: Unanticipated Resources. As mentioned in Section 6.5 *Cultural Resources.*

6.19. UTILITIES AND SERVICE SYSTEMS

Would the project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Require or result in the relocation or construction of new or expanded water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☐	☒	☐
d) Generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☐	☒	☐
e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☐	☒	☐

Summary of Impacts Identified in the GP EIR

The General Plan EIR analyzed the anticipated impacts on utilities and service systems that would occur as a result of the future urban development that was contemplated by the General Plan. These impacts included increased generation of wastewater flow, provision of adequate wastewater treatment, increased demand for solid waste disposal, and increased demand for energy and communication services (City of Rocklin General Plan Update Draft EIR, 2011, pages 4.13-1 through 4.13-34). The analysis found that while development and buildout of the General Plan can result in utilities and service system impacts, these impacts would be reduced to a less than significant level through the application of General Plan goals and policies that would assist in minimizing or avoiding impacts to utilities and service systems.

In addition, impacts related to the expansion or relocation of water facilities and the capacity of water supplies to serve the future development were discussed within Chapter 4.14 of the GP EIR. The GP EIR found that the proposed Rocklin General Plan Update's mitigating policies and their associated action steps as well as PCWA's efforts to provide adequate and reliable water supply for buildout of its planning area, ensure the impact would be less than significant.

These goals and policies include, but are not limited to, requiring studies of infrastructure needs, proportional share participation in the financial costs of public services and facilities, coordination of private development projects with public facilities and services needed to serve the project and encouraging energy conservation in new developments.

Project-Specific Impacts

a) Require or result in the construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

No New Impact. This topic was evaluated in the GP EIR as Impacts 4.13.1.1, 4.13.1.2, and 4.13.3.1 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.13-10 to 4.13-15 and 4.13-28 to 4.13-30).

Water

As described in the General Plan EIR, the Project site is located within the service area of the Placer County Water Agency (PCWA), which provides potable water service to the City of Rocklin. PCWA supplies treated water to the Planning Area through an existing system of transmission mains, distribution pipelines, and storage facilities that were evaluated in the General Plan EIR.

Potable water service for the proposed Project would be provided via the installation of an on-site six-inch water line, which would connect to existing 12-inch public water lines located in Pacific Street. The new on-site water system would convey water supplies to the proposed building and landscaping through plumbing/landscaping fixtures that are compliant with the CALGreen Code for efficient use of water and that are consistent with GP goals and policies. Installation of the new water distribution lines would only serve the proposed Project and would not provide new water supplies to any off-site areas. The construction activities related to the on-site water infrastructure that would be needed to serve the proposed Project are included as part of the proposed Project and would not result in any physical environmental effects beyond those identified throughout this document.

Furthermore, as described in Section 6.11, *Land Use and Planning*, and Section 6.14, *Population and Housing*, the proposed Project is consistent with land uses anticipated for the area by the GP and would not induce substantial unplanned population. Thus, it is not anticipated that implementation of the proposed Project would require construction of new or expanded water facilities and no additional water supplies would be needed to accommodate the proposed Project beyond what is anticipated by PCWA. Therefore, the proposed Project would not result in the construction of new water facilities or expansion of existing facilities, the construction of which could cause significant environmental effects, and impacts would be less than significant.

Wastewater

As described in the General Plan EIR, the Project site is located within the service area of the South Placer Municipal Utility District (SPMUD), which provides wastewater collection and conveyance, with treatment provided at the Dry Creek and Pleasant Grove Wastewater Treatment Plants operated by the South Placer Wastewater Authority (SPWA).

The General Plan EIR concluded that implementation of planned growth would increase wastewater flows; however, these increases would be accommodated within planned infrastructure improvements and expansions identified in the South Placer Regional Wastewater and Recycled Water Systems Evaluation. Planned buildout conditions would not exceed available or planned treatment capacity, and no unanticipated expansion of facilities would be required.

Additionally, the General Plan EIR determined that most wastewater conveyance infrastructure required to serve development is already in place or planned, and any necessary improvements would be implemented by future development and subject to project-level CEQA review. The proposed Project is consistent with the land use assumptions evaluated in the General Plan EIR and would not result in wastewater flows or infrastructure demands beyond those previously analyzed. Therefore, no new or more severe impacts related to wastewater treatment or conveyance would occur.

Development of the proposed Project would include installation of on-site sewer infrastructure connecting to existing SPMUD facilities. Specifically, the Project would connect to an existing 8-inch sanitary sewer line within Pacific Street and would install approximately 8-inch private sewer lines within the Project site, with smaller lateral connections serving individual buildings. These improvements are typical of urban development and would occur within previously disturbed areas or within the Project footprint.

Construction activities associated with installation of on-site sewer infrastructure (e.g., trenching and pipe installation) are accounted for as part of the Project's overall construction impacts and would not result in new or substantially more severe physical environmental effects beyond those identified elsewhere in this document. Because the proposed Project includes all necessary on-site wastewater infrastructure to serve the development and would connect to existing SPMUD facilities, it would not require the construction of new off-site wastewater treatment or conveyance facilities beyond those previously planned and analyzed in the General Plan EIR.

As described above, the proposed Project is consistent with the land use and growth assumptions of the General Plan and would not induce substantial unplanned population growth. Therefore, implementation

of the proposed Project is not anticipated to require the construction of new or expanded wastewater treatment facilities beyond those already planned by SPMUD.

Accordingly, the proposed Project would not require or result in the expansion of wastewater treatment facilities or conveyance infrastructure beyond what was previously evaluated in the General Plan EIR, and impacts would remain less than significant.

Stormwater

As evaluated in the General Plan EIR, future development within the Planning Area would incorporate stormwater infrastructure and comply with applicable regulatory requirements, and associated impacts were determined to be less than significant.

The proposed Project would be required to implement on-site drainage controls consistent with applicable standards. Because the Project is consistent with the development assumptions evaluated in the General Plan EIR, it would not require new or expanded off-site stormwater facilities beyond those previously analyzed. Therefore, no new or more severe impacts would occur.

Electric Power and Telecommunications

The General Plan EIR evaluated increased demand for electrical, natural gas, and telecommunications services associated with buildout of the Planning Area and concluded that impacts would be less than significant.

The General Plan EIR determined that utility providers, including Pacific Gas & Electric (PG&E) and telecommunications providers, would accommodate increased demand through planned infrastructure extensions and upgrades implemented on an as-needed basis consistent with approved land use development. Such improvements are anticipated to occur primarily within existing rights-of-way or previously disturbed areas and were accounted for in the program-level analysis.

The General Plan EIR further concluded that compliance with Title 24 energy efficiency standards and implementation of General Plan policies (including requirements for undergrounding utilities, coordinating infrastructure installation, and minimizing roadway trenching) would reduce potential environmental impacts associated with utility infrastructure.

The proposed Project is consistent with the land use designations and growth assumptions evaluated in the General Plan EIR and would not result in utility demand beyond what was previously analyzed. Therefore, the Project would not require new or expanded off-site electrical, natural gas, or telecommunications facilities beyond those already anticipated, and no new or substantially more severe impacts would occur.

Natural Gas

The proposed Project would not incorporate the use of natural gas. Therefore, the proposed Project would result in no new impacts related to construction of new or expanded utilities that could result in significant environmental effects.

Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed

in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

No New Impact. This topic was evaluated in the GP EIR as Impacts 4.14.1, 4.14.2, and 4.13.3.1 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.14-16 to 4.13-24).

The Project site is located within the service area of the Placer County Water Agency (PCWA), which provides potable water service to the City of Rocklin. PCWA maintains a Water System Master Plan that is periodically updated to address existing and projected water demands within its service area and includes provisions for infrastructure expansion as necessary. PCWA also collects connection and capacity fees to fund maintenance and expansion of water supply and conveyance facilities.

PCWA's service area is divided into five zones, and the Project site is located within Zone 1, which provides water service to Auburn, Bowman, Ophir, Newcastle, Penryn, Loomis, Rocklin, Lincoln, and portions of Granite Bay. PCWA has planned for growth in the City of Rocklin and has sized the water supply infrastructure to meet this growth and reasonably foreseeable future development during normal, dry, and multiple dry year conditions (PCWA 2022).

The Project site would be served by the Foothill Water Treatment Plant (WTP), which treats water diverted from the American River Pump Station near Auburn, and the proposed Project's estimated maximum daily water treatment demand would not exceed the plant's permitted capacity. Because the proposed Project would be served by a water treatment plant that has adequate capacity to meet the Project's projected demand and would not require the construction of a new water treatment plant, the Project's water supply and treatment facility impacts would be considered less than significant.

The proposed Project is consistent with the General Plan land use designation and would not result in water demand beyond what has been accounted for in PCWA planning documents. In addition, the Project would incorporate water-efficient fixtures and landscaping in compliance with Title 24 and the City's Water Efficient Landscape Ordinance (MWELO), which would reduce overall potable water demand.

Therefore, sufficient water supplies would be available to serve the proposed Project and reasonably foreseeable future development during normal, dry, and multiple dry years, and impacts would be less than significant. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no additional environmental review is required.

c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No New Impact. This topic was evaluated in the GP EIR as Impacts 4.13.1.1 and 4.13.1.2 and was determined to have a less-than-significant impact (City of Rocklin, 2011, pp. 4.13-10 to 4.13-15).

As described in the General Plan EIR, the Project site is located within the service area of the South Placer Municipal Utility District (SPMUD), which provides wastewater collection and conveyance, with treatment provided at the Dry Creek and Pleasant Grove Wastewater Treatment Plants operated by the South Placer Wastewater Authority (SPWA).

The General Plan EIR concluded that sufficient wastewater treatment capacity exists and/or is planned to accommodate buildout within the Planning Area. Specifically, regional wastewater treatment facilities are operating below permitted capacities and have planned expansions to accommodate future growth, and wastewater flows associated with development consistent with the General Plan would not exceed the capacity of these facilities.

The proposed Project is consistent with the land use assumptions and development intensity evaluated in the General Plan EIR and would not generate wastewater flows beyond those previously analyzed. As such, the Project's demand has been accounted for within the existing and planned treatment capacity of SPMUD/SPWA facilities.

Therefore, the wastewater treatment provider would have adequate capacity to serve the Project's projected demand in addition to existing commitments, and the Project would not require new or expanded wastewater treatment facilities beyond those previously evaluated in the General Plan EIR.

Accordingly, no new or substantially more severe impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further environmental review are not met.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.13.2.1 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.13-20 to 4.13-21).

As described in the General Plan EIR, solid waste generated within the City of Rocklin is collected by a franchised hauler (Recology Auburn Placer) and transported to facilities operated by the Western Placer Waste Management Authority (WPWMA), including the Materials Recovery Facility (MRF) and the Western Regional Sanitary Landfill.

The General Plan EIR concluded that implementation of planned growth would increase solid waste generation; however, sufficient landfill and processing capacity exists within the WPWMA system to accommodate buildout of the Planning Area. Specifically, waste generated at buildout would not exceed the landfill's permitted capacity of 1,900 tons per day or the MRF's processing capacity of approximately 2,200 tons per day.

The proposed Project would generate solid waste during construction activities as well as during operation. Construction-related waste would consist primarily of packaging and discarded materials, while operational waste would consist of typical residential refuse. All solid waste generated by the Project would be collected, recycled, and disposed of in accordance with applicable federal, state, and local regulations.

The proposed Project is consistent with the land use assumptions and development intensity evaluated in the General Plan EIR and would not generate solid waste in excess of what was previously analyzed. Implementation of General Plan Policies PF-29, which include provisions of solid waste collection services to maintain public health standards, would ensure continued adequate solid waste collection and disposal capacity.

Accordingly, the proposed Project would not generate solid waste in excess of State or local standards, would not exceed the capacity of local infrastructure, and would not impair the attainment of solid waste reduction goals.

No new or substantially more severe impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further environmental review are not met.

e) Comply with federal, State, and local statutes and regulations related to solid waste?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.13.2.1 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.13-16 to 4.13-22).

As described previously, the proposed Project would generate solid waste during construction and operation. All solid waste-generating activities associated with the Project would be subject to applicable federal regulations administered by the U.S. Environmental Protection Agency, State requirements under the California Integrated Waste Management Act, and local regulations governing solid waste handling, storage, and disposal.

Construction activities would be required to comply with Section 5.408.1 of the California Green Building Standards Code (CALGreen), which requires recycling or reuse of a minimum of 65 percent of nonhazardous construction and demolition waste. Operational solid waste would be subject to State diversion requirements, including AB 341 and related regulations, which require recycling and diversion of solid waste from landfills.

In addition, the City of Rocklin Municipal Code 13.08, Solid Waste and Construction Refuse Collection, requires the provision of adequate on-site solid waste and recycling receptacles and regular collection services to ensure proper handling of refuse and maintenance of public health standards. Compliance with these requirements would be verified through the City's development review and permitting process.

The proposed Project does not include any unusual land uses or operational characteristics that would impair compliance with applicable solid waste statutes and regulations. Implementation of the Project would occur in accordance with all applicable requirements related to solid waste diversion, recycling, and disposal during both construction and operation.

Therefore, the proposed Project would comply with all applicable federal, State, and local statutes and regulations related to solid waste, and no new or substantially more severe impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the General Plan EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further environmental review are not met.

Cumulative Impacts

As discussed in the GP EIR on pages 4.13-14 through 4.13-15, 4.13-22, and 4.14-23 through 4.14-24, implementation of the General Plan would increase the demand for public utility infrastructure that could result in the need for new systems or a substantial expansion or alteration to the local or regional facilities that would result in a physical impact to the environment. However, the proposed Rocklin General Plan Update's mitigating policies and their associated action steps would ensure that new development under the proposed project would not proceed without verification and determination that adequate water

supply infrastructure exists to serve the development. The proposed Project would be consistent with the development assumptions analyzed in the General Plan EIR and would not result in utility demands beyond those anticipated under the General Plan. Additionally, the Project would be required to comply with applicable General Plan policies, Municipal Code requirements, and utility provider standards related to infrastructure improvements, water conservation, wastewater management, stormwater control, solid waste reduction, and energy efficiency. Therefore, the proposed Project would not result in new or substantially more severe cumulative impacts related to utilities and service systems beyond those identified in the General Plan EIR, and impacts would not be cumulatively considerable pursuant to CEQA Guidelines Section 15183.

Conclusion

Regarding the issue area of utilities and service systems, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR utilities and service systems analysis used service provider information, agency planning documents, technical reports, and consultation with applicable wastewater, solid waste, and water service providers. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, and the Project's development intensity being within the level analyzed in the GP EIR, no substantial new information has been identified that would result in a utilities and service systems impact more severe than anticipated in the GP EIR.
5. No mitigation measures related to utilities and service systems are contained within the GP EIR. Additionally, no mitigation measures would be required because Project specific impacts would be less than significant.

Uniformly Applied Development Policies or Standards (DP/S)

2022 California Green Building Standards Code, Title 24, Part 11 (CALGreen). Section 5.408.1.1 Construction waste management plan. Newly constructed projects and additions and alterations to existing buildings shall recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition debris in accordance with Section 5.408.1.1.

City of Rocklin Municipal Code Chapter 13.08: Solid Waste and Construction Refuse Collection. Requires adequate on-site solid waste and recycling facilities and regular collection services to ensure proper handling and disposal of refuse.

GP Goals and Policies

Policy PF-3: Require that any development that generates the need for public services and facilities, including equipment, pay its proportional share of providing those services and facilities. Participation may include, but is not limited to, the formation of assessment districts, special taxes, payment of fees, payment of the City's Construction Tax, purchase of equipment, and/or the construction and dedication of facilities.

Policy PF-5: Require that construction of private development projects be coordinated with the construction of public facilities and services that are needed to serve the project.

Policy PF-29: Require solid waste collection services to ensure the maintenance of health standards.

Policy OCR-56: Encourage energy conservation in new developments.

Policy OCR-57: Encourage urban design and form that conserves land and other resources.

GP EIR Mitigation Measures

No mitigation measures related to utilities and service systems are included in the GP EIR.

6.20. WILDFIRE

If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the project:	**Project Impact that is Peculiar to the Project or the Project Site**	**Significant Impact not Analyzed as Significant in the Prior EIR**	**Potentially Significant Off-site or Cumulative Impact not Discussed in the prior EIR**	**Adverse Impact More Severe based on Substantial New Information**	**No New Impact**	**Not Previously Analyzed in the Prior EIR**
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☐	☐	☒

Summary of Impacts Identified in the GP EIR

The GP EIR evaluated hazards and hazardous materials impacts associated with buildout of the General Plan and determined that impacts related to emergency response and evacuation, hazardous materials use, airport hazards, and wildfire exposure would be less than significant with compliance with existing regulations and General Plan policies.

With respect to emergency response and evacuation, the GP EIR concluded that development under the General Plan would not substantially impair emergency access or evacuation plans, as future projects would be required to comply with the City's Emergency Operations Plan, roadway design standards, and applicable fire and building codes.

The GP EIR also determined that wildfire risk within the Planning Area is primarily associated with areas located within or adjacent to wildland-urban interface areas, including portions of the City identified as Very High Fire Hazard Severity Zones (VHFHSZ). However, implementation of applicable regulations, including the California Building Code (CBC), California Fire Code (CFC), and General Plan policies, would reduce wildfire-related risks to a less-than-significant level.

Project-Specific Impacts

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No New Impact. This topic was evaluated in the GP EIR as Impact 4.7.4 and was determined to be less than significant (City of Rocklin, 2011, pp. 4.7-25 through 4.7-27).

California Government Code Chapter 6.8 directs the California Department of Forestry and Fire Protection (CAL FIRE) to identify areas of very high fire hazard severity within Local Responsibility Areas (LRA). Mapping of the areas, referred to as VHFHSZ, is based on data and models of potential fuels over a 30- to 50-year time horizon and their associated expected fire behavior and expected burn probabilities, which quantifies the likelihood and nature of vegetation fire exposure to buildings. LRA VHFHSZ maps were initially developed in the mid-1990s and are now being updated based on improved science, mapping techniques, and data. In 2008, the California Building Standards Commission adopted California Building Code Chapter 7A requiring new buildings in Very High Fire Hazard Severity Zones to use ignition-resistant construction methods and materials.

According to the Fire Hazard Severity Zone maps recommended by CAL FIRE on December 16, 2025, the Project site is not located within a SRA or within an area identified as a VHFHSZ (CAL FIRE, 2026). The Project site is, however, listed within a Local Responsibility Area (LRA), meaning the primary responsibility for preventing and suppressing wildfires is with the local agency. Additionally, as stated in Section 6.9, *Hazards and Hazardous Materials*, the proposed Project would not physically interfere with an adopted emergency response plan or emergency evacuation plan. The proposed Project does not include any characteristics (e.g., permanent road closures or long-term blocking of road access) that would substantially impair or otherwise conflict with an emergency response plan or emergency evacuation plan. Should the proposed Project require temporary impairment of an evacuation route due to road closures, the City of Rocklin would require issuance of an encroachment permit approved by the Public Works Director, pursuant to Section 12.04.30 of the Rocklin Municipal Code, to assure safety of the public.

The proposed Project would provide adequate emergency access to the site via a new 26-foot-wide driveway on Pacific Street and a new 26-foot-wide driveway on Midas Avenue. The proposed Project would include the construction of private parking lot designed to meet local circulation, safety, and access standards. The internal parking layout would include 26-foot wide roadway widths to accommodate emergency vehicle access. Project driveways and internal access would be consistent with the City's permitting procedures, to ensure adequate emergency access and evacuation.

The City of Rocklin and Rocklin Fire Department would review the development plans as part of the permitting procedures to ensure adequate emergency access pursuant to the requirements in Section 503 of the California Fire Code (Title 24, California Code of Regulations, Part 9). As a result, the proposed Project would not impair an adopted emergency response plan or emergency evacuation plan. Therefore, impacts would be less than significant no new or substantially greater impacts would occur with implementation of the proposed Project beyond what was previously evaluated, identified, and disclosed in the GP EIR. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollution concentrations from a wildfire or the uncontrolled spread of a wildfire?

No New Impact. This topic was not evaluated in the GP EIR.

As described in the previous response, the Project site is not located within or near an SRA or a VHFHSZ. The site is currently vacant and undeveloped, with no existing structures. It is primarily characterized by non-native, ruderal grasses. As such. development of the site with the proposed uses would reduce the amount of exposed vegetation available as fuel. The Project site is also surrounded by retail commercial and light industrial uses and Union Pacific Railroad tracks to the north; retail and service commercial uses to the south; commercial uses to the east; and railroad tracks and existing residential uses to the west. Overall, adjacent areas are predominantly developed and do not contain factors that could exacerbate wildfire risks. Therefore, the proposed Project and existing site conditions would not contribute to an increase in exposure to wildfire hazards.

The proposed Project would be required to comply with the 2022 California Fire Code, 2022 California Building Code, and City of Rocklin Municipal Code Chapter 15.04.050, *Fire Code*. The City of Rocklin Fire Code provides building standards for access roads, building clearances and other fire-related requirements such as fire apparatus, construction materials and methods, and automatic sprinkler systems. Compliance with these requirements would be verified by the City of Rocklin and Rocklin Fire Department prior to the issuance of building permits for the proposed Project. As such, the proposed Project would not exacerbate wildfire risks as compared to existing conditions because it is representative of existing development in the area. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed project would not result in a peculiar impact related to the exacerbation of wildfire risks that would expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire pursuant to Section 15183. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No New Impact. This topic was not evaluated in the GP EIR.

As described in the previous responses, the Project site is not located within or near an SRA or a VHFHSZ and is located within a predominantly developed setting. The Project site is located within an urbanized area that is not identified as a High or Very High Fire Hazard Severity Zone (CAL FIRE, 2026). Accordingly, the Project site is not subject to wildfire-related hazards typically associated with undeveloped or wildland interface areas.

The proposed Project does not require the installation or maintenance of associated infrastructure (including roads, fuel breaks, emergency water sources, power lines, or other utilities) that would exacerbate fire risk or that would result in impacts to the environment. Although the proposed Project includes proposed roadway improvements and new driveways within the Project site, the proposed Project does not include any changes to public or private roadways that would exacerbate fire risk or that would result in impacts to the environment. Although utility improvements, including domestic water, sanitary sewer, and storm drain lines proposed as part of the proposed Project would be extended throughout the Project site, these utility improvements would be underground and would not exacerbate fire risk. Furthermore, the proposed Project represents infill development within an existing urbanized area and would not introduce new infrastructure into previously undeveloped or wildfire-prone areas. As such, the Project would not create or exacerbate wildfire risk conditions beyond those typical of urban residential development.

Project design and implementation of utility improvements would be reviewed and approved by the City as part of the Project approval process to ensure the proposed Project is compliant with all applicable design standards and regulations. Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed Project would not result in a peculiar impact related to wildfire infrastructure pursuant to CEQA Guidelines Section 15183. Therefore, the proposed Project would not include infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities), that would exacerbate fire risk or that would result in impacts to the environment. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No New Impact. This topic was not evaluated in the GP EIR.

As described in the previous responses, the Project site is not within or near an SRA or VHFHSZ. The Project site is located within an urbanized area that is not identified as a High or Very High Fire Hazard Severity Zone (CAL FIRE, 2026). As discussed in Section 6.10, *Hydrology and Water Quality*, the proposed Project would not result in increased impacts related to flooding or drainage changes. Also as discussed in Section 6.7, *Geology and Soils*, the Project site is relatively flat and is not susceptible to landslides. In addition, the Project site is located in a flat area that does not contain or is adjacent to large slopes, and the proposed Project would not generate large slopes.

Construction activities related to the proposed Project would be subject to compliance with the CBC and would include BMPs. BMPs may include but are not limited to covering of the soil, use of a dust-inhibiting material, landscaping, use of straw and jute, hydroseeding, and grading in a pattern that slows stormwater

flow and reduces the potential for erosion, landslides, and downstream flooding. The site would include a combination of on-site storm drain infrastructure and a biofiltration basin designed to comply with applicable City of Rocklin stormwater management and Water Quality Management Plan requirements.

Because this impact was not identified in the GP EIR and the Project would not introduce conditions that would result in a new or more severe impact, the proposed project would not result in a peculiar impact related to the exposure of people or structures to significant risks pursuant to Section 15183. Therefore, the proposed Project would not result in impacts related to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Based on the foregoing analysis, no new or substantially greater impacts would occur with implementation of the proposed Project. Pursuant to CEQA Guidelines Section 15183, the criteria for requiring further CEQA review are not met, therefore no subsequent review is required.

Cumulative Impacts

While wildfire was not included as a chapter within the GP EIR, the GP EIR evaluated hazards and hazardous materials impacts associated with buildout of the General Plan and determined that impacts related to emergency response and evacuation, hazardous materials use, airport hazards, and wildfire exposure would be less than significant with compliance with existing regulations and General Plan policies. The Project site is located within an urbanized area of the City of Rocklin and is not located within or near an SRA or a VHFHSZ. The Project would be required to comply with applicable fire protection regulations, including the California Fire Code, California Building Code, and City of Rocklin fire safety standards, which address requirements related to emergency access, fire suppression systems, and building design features intended to minimize wildfire risks. In addition, the Project would not result in substantial impacts associated with wildland fire risk, such as locating new structures in high fire hazard areas, impairing emergency response access, or increasing risks associated with evacuation. Therefore, the proposed Project would not result in a new significant wildfire impact or substantially more severe wildfire impact than previously identified in the General Plan EIR, and cumulative wildfire impacts would be less than significant pursuant to CEQA Guidelines Section 15183.

Conclusion

Regarding the issue area of wildfire, the following findings can be made:

15183 Findings

1. No peculiar impacts to the Project or its site have been identified.
2. There are no significant effects that were not analyzed as part of the GP EIR.
3. There are no potentially significant off-site and/or cumulative impacts which were not discussed by the GP EIR.
4. The GP EIR did not include a standalone wildfire section; however, the hazards analysis evaluated emergency response, evacuation, and wildfire exposure impacts associated with General Plan buildout. Based on the analysis provided in this section, the Project's consistency with the General Plan and zoning designation, the Project's site-specific conditions, and required compliance with applicable fire safety regulations, no substantial information has been identified that would result in a significant wildfire impact.

5. No new mitigation measures would be required. Project specific impacts would be less than significant with adherence to GP EIR mitigation measures, as listed below.

Uniformly Applied Development Policies or Standards (DP/S)

Rocklin Municipal Code Chapter 15.04.050: *Fire Code*. As listed previously in Section 6.9, *Hazards and Hazardous Materials*.

GP Goals and Policies

Policy S-2: Emergency Operations Plan. Maintain a City Emergency Operations Plan, to include the National Incident Management System (N.I.M.S.).

Policy S-5: Roadway Standards. Maintain appropriate standards for minimum road widths and turnarounds.

Policy S-18: Fuel Modification. Incorporate fuel modification/fire hazard reduction planning (e.g., weed abatement, open space management plans, firebreaks, planting restrictions) on lands (both public and private) that contain terrain and vegetative features such as grass, woodlands and severe slopes.

GP EIR Mitigation Measures

No mitigation measures related to wildfire are included in the GP EIR.

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Mitigation Monitoring and Reporting Program

Introduction

The California Environmental Quality Act (CEQA) requires a lead or public agency that approves or carries out a project for which an Environmental Impact Report (EIR) has been certified, which identifies one or more significant adverse environmental effects and where findings with respect to changes or alterations in the project have been made, to adopt a "…reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment" (CEQA, Public Resources Code Sections 21081, 21081.6).

A Mitigation Monitoring and Reporting Program (MMRP) is required to ensure that adopted mitigation measures are successfully implemented. The City of Rocklin is the Lead Agency for the project and is responsible for implementation of the MMRP. This report describes the MMRP for the Project and identifies the parties that will be responsible for monitoring implementation of the individual mitigation measures in the MMRP.

Mitigation Monitoring and Reporting Program

The MMRP for the Project will be active through all phases of the Project, including design, construction, and operation. The attached table identifies the mitigation program required to be implemented by the City for the Project. The table identifies mitigation measures required by the City to mitigate or avoid significant impacts associated with the implementation of the Project, the timing of implementation, and the responsible party or parties for monitoring compliance.

The MMRP also includes a column that will be used by the compliance monitor (individual responsible for monitoring compliance) to document when implementation of the measure is completed. As individual Plan, Program, Policies; and mitigation measures are completed, the compliance monitor will sign and date the MMRP, indicating that the required actions have been completed.

This MMRP incorporates mitigation measures from the City of Rocklin General Plan Draft EIR SCH No. 2008072115 (GP EIR) as well as Project specific measures implementing the programmatic measures and policies identified in the GP EIR.

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Implementation Timing	Responsible Party	Verification Method	Date Completed and Initials
AIR QUALITY				
GP EIR Mitigation Measure 4.2.1 Reduce Exposure to Toxic Air Contaminants (TACs). Residential development projects and projects categorized as sensitive receptors shall be located an adequate distance from existing and potential sources of toxic air contaminant (TAC) emissions such as freeways, major arterials, industrial sites, and hazardous material locations. "Adequate distance" will be based on site-specific conditions, the type and location of sensitive receptors, the types and amounts of potential TAC emissions, mitigation measures which reduce potential health risks from TAC emissions, and other factors.	Project application and CEQA documentation	Project Applicant and City of Rocklin Community Development Department	Review and approval of CEQA documentation	Initials: _____ Date: _____
BIOLOGICAL RESOURCES				
GP EIR Mitigation Measure 4.10.1: MM 4.10.1 The following shall be added as action steps to the General Plan Update Open Space, Conservation and Recreation Element: • To offset possible losses of sensitive native wildlife and plant habitat (e.g., wetland habitat, riparian habitat, and oak woodlands) due to development projects, developers shall be responsible for mitigation. Such mitigation measures may include providing and permanently maintaining similar quality and quantity of replacement habitat, enhancing existing habitat areas, or paying fees towards an approved habitat mitigation bank. Replacement habitat may occur either on-site or at approved off-site locations. • For those areas in which special-status species are found or are likely to occur, the City shall require feasible mitigation of impacts to those species that ensure that the activity does not	Before and during construction	City of Rocklin Community Development Department	The City of Rocklin Community Development Department will examine Project contracts for these requirements and monitor for compliance	Initials: _____ Date: _____

Mitigation Measure	Implementation Timing	Responsible Party	Verification Method	Date Completed and Initials
contribute to the decline of the affected species such that their decline would impact the viability of the species. Mitigation shall be determined by the City after the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) are provided an opportunity to comment.				
Mitigation Measure BIO-1: Crotch's Bumble Bee Surveys and Avoidance. If ground-disturbing activities are scheduled to begin between February 1 and October 31, Crotch's bumble bee pre-construction surveys shall be conducted by a qualified biologist based on CDFW's survey guidance for CESA candidate bumble bee species. Surveys shall consist of a habitat assessment evaluating the likelihood of bumble bees occurring within and adjacent to the Project site. If the habitat assessment finds that the site does not contain suitable habitat for Crotch's bumble bee, no further surveys shall be required. If suitable habitat is present, focused surveys shall be conducted, consisting of three onsite surveys spaced two to four weeks apart during the colony active period from April through August. If Crotch's bumble bee is detected on the Project site, the Project shall develop a plan to fully avoid impacts to the species. If impacts cannot be feasibly avoided, the Project applicant shall consult with CDFW and obtain appropriate take authorization pursuant to Fish and Game Code Section 2080 et seq. The Project shall comply with the mitigation measures detailed in the take authorization issued by CDFW.	Prior to issuance of grading permits	City of Rocklin Community Development Department	Results of pre-activity field survey shall be submitted to the City of Rocklin Community Development Department If Crotch's Bumble Bees are encountered, focused survey report shall be submitted to the City of Rocklin Community Development Department	Initials: _____ Date: _____
Mitigation Measure BIO-2: Nesting Bird Surveys and Avoidance. To avoid direct and indirect impacts to raptors and/or migratory birds, grubbing and clearing of vegetation that may support active nests and construction activities adjacent to nesting habitat shall occur outside of the breeding season, generally January 15 through August 31. If removal of habitat and/or construction activities adjacent to nesting habitat are necessary during the breeding season, the Project shall retain a qualified biologist	Prior to issuance of grading permits	City of Rocklin Community Development Department	Results of pre-activity field survey shall be submitted to the City of Rocklin Community Development Department If nests are encountered, monitoring report shall be	Initials: _____ Date: _____

Pacific and Midas 15183 Consistency Analysis and Checklist

Appendices A–G are available for public review at Rocklin City Hall, 3970 Rocklin Road, Rocklin, CA.

For questions, please contact the Planner of the Day:

Email: Planner@rocklin.ca.us
Phone: (916) 625-5100

Mitigation Measure	Implementation Timing	Responsible Party	Verification Method	Date Completed and Initials
to conduct a pre-construction survey to determine the presence or absence of non-listed nesting migratory birds on or within 300 feet of the construction area, and federally or State-listed birds and raptors on or within 500 feet of the construction area. The pre-construction survey shall be conducted within three calendar days prior to the start of construction. If nesting birds are detected, no-work buffers shall be established, including 300 feet for non-listed nesting migratory birds and 500 feet for listed birds or raptors, unless reduced by a qualified biologist based on site-specific conditions. If construction must occur within the recommended buffer, a qualified biologist shall be present to monitor nesting behavior and determine the appropriate nest buffer.			submitted to the City of Rocklin Community Development Department	
Mitigation Measure BIO-3: Seasonal Depression Avoidance. The Project has been designed to avoid direct impacts to the onsite portion of the seasonal depression. To ensure no indirect impacts to the seasonal depression, Project impact areas shall be clearly demarcated prior to construction, and all workers shall be made aware of the impact limits and avoided areas. No ground- or vegetation-disturbing activities shall occur outside of the Project impact limits, and all vehicles and equipment shall be restricted to the Project impact limits or existing designated access roads and staging areas. Erosion control measures shall be placed between the avoided seasonal depression and the outer edge of the impact limits prior to commencement of construction activities and shall be maintained until construction is completed and soils have stabilized. A qualified biologist shall conduct worker environmental awareness training for all contractors, work crews, and onsite personnel to aid workers in recognizing sensitive biological resources known to occur on the Project site. The Project shall retain a qualified biologist on an as-needed basis to assist with potential biological issues that may arise during construction. To avoid introduction and spread of non-native	Prior to issuance of grading permits	City of Rocklin Community Development Department	The City of Rocklin Community Development Department will examine Project contracts for these requirements and monitor for compliance	Initials: _____ Date: _____

Mitigation Measure	Implementation Timing	Responsible Party	Verification Method	Date Completed and Initials
invasive plant species, clothing, vehicles, and equipment shall be cleaned prior to entering the Project site, and materials used for the Project, such as fill dirt or erosion control materials, shall be from weed-free locations or certified weed-free.				
Mitigation Measure BIO-4: Oak Tree Survey and Compliance. In accordance with the City of Rocklin Oak Tree Preservation Ordinance, Chapter 17.77 of the Rocklin Municipal Code, an oak tree survey shall be conducted by a certified arborist to document the type, size, and condition of all oak trees measuring 6 inches or greater in diameter at breast height on the Project site for the purpose of determining whether an oak tree removal permit is required. If impacts to onsite oak trees would occur, mitigation shall be provided in accordance with the City of Rocklin Oak Tree Preservation Ordinance, which may include off-site tree replacement, contributions to the Rocklin Oak Tree Preservation Fund, and/or dedication of land, as determined by the City.	Prior to issuance of grading permits	City of Rocklin Community Development Department	Verify: (1) completion and acceptance of the oak tree survey prior to issuance of grading permits; (2) issuance of any required oak tree removal permits; and (3) implementation of required mitigation measures, including documentation of replacement trees, preservation areas, land dedication, and/or payment to the Rocklin Oak Tree Preservation Fund, as applicable	Initials: _____ Date: _____
CULTURAL RESOURCES				
Mitigation Measure CUL-1: Unanticipated Resources. The developer/permit holder or any successor in interest shall comply with the following for the life of this permit. If during ground disturbance activities, unanticipated cultural resources are discovered, the following procedures shall be followed: All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted and the Project archaeologist shall call	During ground disturbing activities	City of Rocklin Community Development Department, City Environmental Services Manager, or	Confirmation of written authorization to resume ground disturbance was provided by the City following completion of the required measures.	Initials: _____ Date: _____

Mitigation Measure	Implementation Timing	Responsible Party	Verification Method	Date Completed and Initials
the City Environmental Services Manager immediately upon discovery of the cultural resource. A meeting shall be convened between the developer, the Project archaeologist, the Native American tribal representative, and the City Environmental Services Manager to discuss the significance of the find. At the meeting with the aforementioned parties, a decision is to be made, with the concurrence of the City Environmental Services Manager, as to the appropriate treatment (documentation, recovery, avoidance, etc.) for the cultural resource. Resource evaluations shall be limited to nondestructive analysis. Further ground disturbance shall not resume within the area of the discovery until the appropriate treatment has been accomplished.		designated Tribal Monitor		
HAZARDS AND HAZARDOUS MATERIALS				
Mitigation Measure HAZ-1: Prior to issuance of grading permits and commencement of earthwork activities, the Project Applicant shall implement the recommendations identified in the Phase II Environmental Site Assessment prepared for the project site. Specifically, shallow soils (approximately one foot below ground surface) containing arsenic and lead impacts identified near historical boring location G-1 and assessment borings SB-9 and SB-10 shall be removed from the project site. Additionally, shallow soils in the vicinity of historical boring locations G-10 and G-13 shall be removed as a precautionary measure due to historically documented arsenic impacts. Soil removal activities shall be conducted under the oversight of a qualified environmental professional and in accordance with applicable federal, State, and local regulations governing the handling, transportation, and disposal of contaminated soils, including applicable requirements of the California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board, and/or other appropriate regulatory agencies. Excavated soils shall be properly characterized prior	Prior to the issuance of the grading permit.	Project Applicant, Qualified Environmental Professional (QEP); City of Rocklin Community Development Department	City of Rocklin Community Development Department shall verify that: (1) the recommendations of the Phase II ESA have been incorporated into grading activities; (2) contaminated soils have been removed under the oversight of a Qualified Environmental Professional in accordance with applicable regulatory requirements; and (3) documentation has been submitted demonstrating the extent of excavation,	Initials: _____ Date: _____

Mitigation Measure	Implementation Timing	Responsible Party	Verification Method	Date Completed and Initials
to disposal and transported to an appropriately permitted disposal facility or managed in accordance with regulatory agency requirements. Following completion of soil removal activities, the project applicant shall submit documentation to the City demonstrating completion of the removal activities, including the areas and depths of soil removed, quantities of soil removed, disposal documentation, and any confirmation sampling or other verification documentation, as applicable.			to final approval of grading or issuance of a certificate of occupancy, as applicable.	
Mitigation Measure HAZ-2: Soil Management Plan. Prior to issuance of a grading permit, a Soil Management Plan (SMP) shall be prepared by a qualified hazardous materials consultant in coordination with the Community Development Department, Building Division, for review and approval, and shall detail procedures and protocols for excavation and disposal of on-site hazardous materials, including: • Any subsurface materials exposed during construction activities that appear potentially contaminated, based on either visual observation or suspect odors, shall be segregated, stockpiled, and tested for potential contamination. If contamination is found to be present per the California Department of Toxic Substances Control (DTSC) Environmental Screening Levels (ESLs) for the applicable use, and cannot be reused on the Project site, it shall be transported by a certified hazardous waste hauler to a landfill permitted by the state to accept hazardous materials and disposed of per California Hazardous Waste Regulations. The appropriate regulatory agency (e.g., DTSC, RWQCB, or County Department of Public Health) shall be notified as required by law, and all agency directives shall be implemented.	Prior to the issuance of the grading permit.	Project Applicant, Qualified Environmental Professional (QEP); City of Rocklin Community Development Department	City of Rocklin Community Development Department shall verify: (1) approval of the Soil Management Plan and Health and Safety Plan prior to issuance of grading permits; (2) incorporation of SMP requirements into construction plans and contract documents; (3) implementation of the SMP during grading activities; and (4) receipt and approval of documentation demonstrating compliance with the SMP, including laboratory analytical results, waste disposal manifests, and	Initials: _____ Date: _____

Mitigation Measure	Implementation Timing	Responsible Party	Verification Method	Date Completed and Initials
• A Health and Safety Plan (HASP) shall be prepared in accordance with Cal/OSHA requirements for each contractor that addresses potential safety and health hazards and includes the requirements and procedures for employee protection. The HASP shall also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction. • All SMP measures shall be printed on the construction documents, contracts, and project plans prior to issuance of grading permits. Documentation demonstrating compliance with the SMP, including laboratory results and waste disposal manifests (if applicable), shall be provided to the Community Development Department, Building Division prior to final grading approval.			any required agency correspondence, prior to final grading approval.	

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Appendices A–G are available for public review at Rocklin City Hall, 3970 Rocklin Road, Rocklin, CA.

For questions, please contact the Planner of the Day:

Email: Planner@rocklin.ca.us

Phone: (916) 625-5100

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROCKLIN APPROVING OF A NOTICE OF EXEMPTION

(Midas Apartments / ENV2026-0008)

WHEREAS, the Midas Apartments project consists of a Design Review (DR2026-0002) and Notice of Exemption (ENV2026-0008) to develop a 281-unit multi-family apartment project on a 7.1± acre vacant site; and

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the project, and determined that it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Code of Regulations Section 15183 – Projects Consistent with a Community Plan or Zoning and Public Resources Code Section 21083.3; and

WHEREAS, a Notice of Exemption has been prepared for the Project.

WHEREAS, the Planning Commission of the City of Rocklin recommended approval of the Notice of Exemption by a vote of 5-0 on August 4, 2026.

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

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

A. The project is exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning).

B. Pursuant to Section 15183 of the CEQA Guidelines, the project is consistent with the use and density established under the existing 2012 General Plan for which the City has a certified Environmental Impact Report (EIR).

C. The Midas Apartments project CEQA Guidelines Section 15183 Consistency Checklist, prepared as provided for in the CEQA Guidelines, concluded that the proposed project would not result in significant impacts that were: 1) peculiar to the project or the parcel on which the project would be located; 2) were not analyzed as significant effects in the General Plan EIR with which the project is consistent; 3) were not potentially significant off-site impacts and cumulative impacts which were not discussed in the General Plan EIR, and 4) were not previously identified significant effects, and which as a result of substantial new information that was not known at the time the General Plan EIR was certified, were determined to have a more severe impact than discussed in the General Plan EIR.

D. Based upon Section 15183(f) of the CEQA Guidelines, the Midas Apartments project's CEQA Guidelines Section 15183 Consistency Checklist identifies the 2012 General Plan Update policies and/or actions that apply to the development of the project and have been determined in the General Plan EIR to substantially mitigate environmental effects. To the extent that the 2012 General Plan Update policies and/or actions substantially mitigate a particular project impact, the impact shall not be considered peculiar, pursuant to Section 15183(f) of the CEQA Guidelines, thus, eliminating the requirement for further environmental review.

E. Pursuant to CEQA Guidelines Section 15183, the City of Rocklin finds that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required beyond compliance with the mitigation measures established in the City of Rocklin General Plan EIR, compliance with the City of Rocklin's uniformly applied development policies or standards, and compliance with the conditions of approval established for the project.

Section 2. Based on the review and determination of the Environmental Coordinator, and for the reasons stated above and in the Notice of Exemption, attached hereto and incorporated by references herein as Exhibit 1, the City Council of the City of Rocklin finds the project is exempt from review under the California Environmental Quality Act.

Section 3. The City Council of the City of Rocklin hereby approves the Notice of Exemption for the Project.

Section 4. Upon approval of the project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on October 13, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

NOTICE OF EXEMPTION

TO: County Clerk, County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

FROM: City of Rocklin
Community Dev. Dept.
3970 Rocklin Road
Rocklin, CA 95677

Project Title: Midas Apartments - DR2026-0002 and ENV2026-0008

Project Location - Specific: The project site is located at the northwest corner of Pacific Street and Midas Avenue (APNs: 010-010-016, -017, -028, and -029; and 010-040-040).

Project Location - City: Rocklin, CA; **County:** Placer

Description of Nature, Purpose and Beneficiaries of Project: The project is a request for approval of a Design Review to develop an approximately 7.1-acre undeveloped site with a 100-percent affordable multiple-family/apartment community. The project includes construction of three (3) multi-family buildings, containing a total of 281 units, along with a new parking lot, drive aisles, community facility, playground, and associated infrastructure. The proposal also incorporates site landscaping, signage, lighting, and utility connections necessary to support operation of the multi-family facility.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: The property owner is Paxion Rocklin AH LP, and the project applicant is Oren Hillel and Garrett Borges with Waterford Property Company and Cypress Equity Investments.

Exempt Status (Check one)

_x_ Statutory Exemption (California Code of Regulations Sec. 15183): Section 15183 - Projects Consistent with a Community Plan or Zoning, Public Resources Code Section 21083.3

Reasons why the project is exempt. The project involves the establishment and operation of a 281-unit multi-family apartment project on a 7.1± acre undeveloped site.

The Pacific and Midas Apartments Project CEQA Guidelines Section 15183 Consistency Analysis and Checklist concluded the proposed project is consistent with the development density established in the General Plan and is within the scope of the Prior FEIR and that no further CEQA documentation is required under Section 15183. The proposed project is exempt from CEQA, and further environmental analysis of the proposed project is not required for the following reasons:

1) No peculiar impacts have been identified as a result of the proposed project or its site. Adherence to General Plan policies and standards along with regulations of City and incorporation of identified project design features ensure impacts are below the level of significance; and

2) There are no potentially significant impacts that were not analyzed as significant in the certified Prior FEIR. There are no potentially significant off-site and/or cumulative impacts that were not discussed by the certified Prior FEIR; and
3) No substantial changes are proposed in the project which will require major revisions of the certified Prior FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
4) No substantial changes have occurred with respect to the circumstances under which the proposed project is undertaken which will require major revisions of the certified Prior FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and
5) There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the certified Prior FEIR was certified as complete.

The project as proposed is consistent with the exemption class description noted above and is exempt pursuant to Section 15183 of the CEQA Guidelines and Section 20183.3 of the CEQA Statutes.

Contact Person: David Mohlenbrok, Community Development Department Director

Date received for Filing: _____

Signature: _____
David Mohlenbrok, Community Development Department Director

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A DESIGN REVIEW

(Midas Apartments / DR2026-0002)

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

Section 1. The City Council of the City of Rocklin finds and determines that:

WHEREAS, the Design Review (DR2026-0002) approves the site design, landscaping, architectural designs, colors and materials for the Midas Apartments project; a 281-unit apartment community on a 7.1± acre vacant site. The project site is located at the northwest corner of Pacific Street and Midas Avenue, City of Rocklin (APNs: 010-010-016, -017, -028, and -029; and 010-040-040).

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the project, and determined that it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Code of Regulations Section 15183 – Projects Consistent with a Community Plan or Zoning. A Notice of Exemption (NOE) has been recommended for approval via Planning Commission Resolution No. PC-2026-20.

WHEREAS, the design of the site is compatible with the surrounding development, natural features, site constraints, and traffic circulation.

WHEREAS, the height, bulk, area, color scheme, and materials of the buildings and structures are compatible with surrounding development. The project is not located within an adopted Architectural District and, as proposed, is consistent with the Citywide Design Guidelines and all applicable objective design standards pursuant to Government Code Section 65913.4. The proposed color palette consists of neutral and muted earth tones, consistent with the surrounding area.

WHEREAS, the buildings and structures have been oriented with consideration given to minimizing energy consumption and maximizing use of natural lighting. The project design incorporates sustainable features consistent with the California Green Building Standards Code ("CALGreen"). The project provides electric vehicle charging spaces consistent with CALGreen. The project shall be consistent with all California Building Code requirements. The project is consistent with the style, type, and orientation of lighting with nearby multi-family residential complexes, as well as with the requirements of the Citywide Design Guidelines.

WHEREAS, parking is consistent with requirements set forth in Assembly Bill 2097 (AB2097), which prohibits a local agency from establishing minimum parking standards for residential developments within ½ mile of a transit stop, and despite these requirements, the project is providing at total of 406 onsite vehicle parking spaces.

WHEREAS, the landscaping design is compatible with surrounding developments and has been designed with provisions for minimizing water usage and maintenance needs. The landscaping is also consistent with the requirements of the Citywide Design Guidelines. The landscape concept is water-efficient, low maintenance, and will complement the buildings and make a positive contribution to the site's overall aesthetics. Low-profile shrubs, including screening shrubs, are planned along with shade and canopy trees. The planting design features various drought-tolerant, and fire-resistant species to create layers of color and texture to complement the architectural style and setting.

WHEREAS, the design of the site and buildings or structures is consistent with the goal and policies of the General Plan, as well as the High Density Residential (HDR) land use designation, the Residential Minimum Density Overlay Mixed Use 24 Dwellings per acre minimum (RMDO-24+) and the Planned Development Residential – 33 Dwelling Units Per Acre (PD-33) zoning, and all other City regulations, standards, and restrictions. The buildings are consistent with the objective standards in the Citywide Design Guidelines.

WHEREAS, the Planning Commission of the City of Rocklin recommended approval of the Design Review (DR2026-0002) by a vote of 5-0 on August 4, 2026.

Section 2. The Design Review for the Midas Apartments (DR2026-0002) as depicted in Exhibit A attached hereto and by this reference incorporated herein, is hereby recommended for approval subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify Exhibit A. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition prior to a final Building Permit Inspection or Issuance of a Certificate of Occupancy as applicable. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Conditions Matrix

Prior to or concurrently with the submittal of improvement plans, the applicant shall provide a Conditions Matrix, which addresses when and how each of the required conditions of approvals and mitigation measures will be completed.

2. Utilities

a. All utilities, including but not limited to water, sewer, telephone, electricity, and conduit for cable television shall be provided to the project in compliance with all-applicable standards and requirements of the applicable provider. (APPLICABLE UTILITY)

b. Solid Waste Disposal – The applicant shall install masonry trash enclosures with solid metal gates to the satisfaction of the Community Development Director. The location and design of trash enclosures shall provide for a minimum clear width and gate opening of 11 feet, a minimum interior depth of 14 feet (to accommodate two trash bins), and gates designed to clear adjacent curbing to the satisfaction of Recology Auburn Placer or if no trash enclosures are proposed, the project shall provide an indoor trash room (s) sized to accommodate the required refuse and recycling bins. Prior to building permit issuance, the applicant shall provide a will-serve letter from Recology Auburn Placer. Bins shall be relocated to the designated pickup area on collection days, subject to Recology Auburn Placer approval. (RECOLOGY AUBURN PLACER, ENGINEERING, BUILDING, PLANNING)

c. Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate water services, to the satisfaction of Placer County Water Agency (“PCWA”). (PCWA)

d. Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate sewer services, to the satisfaction of South Placer Municipal Utility District (“SPMUD”). (SPMUD)

3. Schools

At the time of issuance of a building permit (or per an approved fee deferral agreement), the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995. (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING)

4. Fire

a. Fire sprinkler risers for each building shall be located in a room which conforms to the requirements of the current California Fire Code and Rocklin Fire Department “Fire Control Room” standard. If a fire pump is required, the Fire Control Room shall meet the requirements for a dedicated fire pump room. (FIRE)

b. A Knox box shall be provided at the Fire Control Room / Fire Riser Room at each building. An additional Knox box shall be provided at the clubhouse main entry door. (FIRE)

c. Fire apparatus access roads and an approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible building materials arrive on site, and a minimum fire flow of 500 gallons per minute shall be provided. The fire hydrant used to provide this fire flow supply shall be within 500 feet of the combustible building materials, as measured along an approved fire apparatus access lane. Where the site configuration is such that one fire hydrant cannot be located within 500 feet of all combustible building materials, additional fire hydrants shall be required to provide coverage. Full fire-flow is required upon commencement of combustible vertical construction. Fire department access roadways shall be paved upon commencement of vertical construction. (FIRE)

d. A Site Safety Plan which complies with the current California Fire Code is required to be approved by Rocklin Fire Department prior to permit issuance of the first building permit. (FIRE)

e. Fire Department approval of proposed address numbers, way-finding signage and unit signage for the buildings is required. Addressing for the project shall comply with the California Fire Code and Rocklin Fire Department “Premises Identification-Posting of Building Addresses” guidelines. (FIRE)

f. If the project is to be phased, a phasing plan with a detailed exhibit showing how emergency access and access to fire hydrants will be maintained throughout all phases, will be required to the satisfaction of the Fire Chief, prior to issuance of the first building permit. (FIRE)

g. Fire hydrant locations and distribution shall be provided in accordance with the current versions of the CFC, Appendix C. (FIRE)

h. The private fire service main serving the entire parcel shall be configured as a looped system and shall connect to the public water supply at two

separate locations. The looped arrangement and dual connections shall comply with the California Fire Code (CFC) and NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances. (FIRE)

i. Fire Department Connection (FDC) address shall be as follows - Sign shall have minimum dimensions of 5" x 8" and shall be constructed of steel or aluminum and attached to the appliance(s) with a "U"-bolt or bent all thread. Sign shall be painted red or red vinyl with all white lettering, minimum 1-inch in height an shall indicate which building the FDC serves. (FIRE)

j. An Emergency Responder Communication Enhancement System (ERCES) may be required to the satisfaction of the Fire Department. Testing of the communication coverage within the buildings is required to be conducted by an approved third-party contractor once the building enclosure — including exterior walls, windows, doors, and roofing — is substantially complete, to ensure accurate and representative test results. Should testing determine that a full ERCES installation is required, a separate permit for the ERCES system is required to be reviewed and approved prior to installation. (FIRE)

k. Demonstrate that ground ladders can be safely deployed to access second, third, and fourth floor rescue windows and confirm that site topography and landscaping will not impede achieving a 75-degree climbing angle. (FIRE)

l. Improvement Plans shall indicate the location and size of water mains, fire hydrants, and all fire appurtenances in compliance with the California Fire Code, California Building Code, NFPA 24, and applicable Placer County Water Agency (PCWA) water system standards. (PCWA). (PCWA, ENGINEERING, FIRE)

m. Improvement Plans shall depict a private fire service loop designed and installed in accordance with the currently adopted edition of the California Fire Code (CFC), NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances, and applicable PCWA standards. (PCWA, ENGINEERING, FIRE)

n. Plans shall reflect compliance with all applicable national, state, and local Fire Codes. (FIRE)

5. <u>Improvements / Improvement Plans</u>

Prior to any grading, site improvements, or other construction activities associated with this project, improvement plans shall be prepared consistent with

the exhibits and conditions incorporated as a part of this entitlement, and in compliance with all applicable city standards, for the review and approval of the City Engineer, Public Works Director and/or the Community Development Director.

Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances.

The project improvement plans shall include the following:
(ENGINEERING, PUBLIC WORKS, PLANNING)

a. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s) and in accord with the City of Rocklin Post-Construction Manual. The grading and drainage plan shall include the following:

1) Stormwater Management

a) Prior to issuance of improvement plans, to ensure compliance with the National Pollutant Discharge Elimination System MS4s General Permit and the regulations and orders of the State Water Resources Control Board, the applicant shall prepare and implement an approved Stormwater Control Plan and Stormwater Management Facility Operation and Maintenance Plan in accordance with the City of Rocklin Post-Construction Manual for the on-site treatment systems and hydromodification controls (if any, or acceptable alternative to the satisfaction of the City Engineer).as approved by the City Engineer for compliance with the City's Post-Construction Manual and adopted engineering standards. All specified treatment systems and hydromodification controls shall be privately owned and maintained. (BUILDING, PUBLIC WORKS)

b) Prior to issuance of improvement plans, unless waived by the City Engineer and Environmental Services Coordinator, the developer shall grant a Stormwater Management Compliance Easement over the project site to the City of Rocklin, in a form acceptable to the City Attorney. The Stormwater Management Compliance Easement shall be recorded with the Placer County Clerk’s office and a copy of the recorded document shall be provided to the Environmental Services division. Said easement shall

provide for the following: (CITY ATTORNEY, BUILDING, PUBLIC WORKS)

i. Grant site access to City employees for the purpose of performing operations and maintenance inspections of the installed treatment system(s) and hydromodification control(s) (if any).

ii. Grant site access to City employees for the purpose of performing operations and maintenance work on the installed treatment system(s) and hydromodification control(s) (if any) in the event that that the Director of Public Works determines, based upon the inspection results, that said work is not being performed adequately and has or will compromise the system's ability to function as required.

iii. A statement that the City may, at its option, cause the operational and maintenance responsibilities set forth in the Stormwater Management Facility Operation and Maintenance Plan to be performed and place a special assessment against the project site to recover the costs to the City in the event the project is not operated and maintained in accord with the approved Stormwater Management Facility Operation and Maintenance Plan. (RMC §8.30.150).

c) All storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.

d) Site design measures for detaining run off at pre-development levels, including location and specifications of oversized pipes, on-site or off-site detention basins, if any, or other acceptable methods.

e) Drainage management areas including drainage features, such as lined drainage swales.

f) The developer shall prepare a Storm Water Pollutant Protection Plan (SWPPP) for review and approval by the State Regional Water Quality Control Board as part of the project's drainage improvement plans.

2) Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Rocklin, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified. If the site requires importing of earthen material, then prior to the commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.

3) If at any time during the course of grading or construction activities evidence of the existence of old wells, septic systems or other similar features or any other evidence of soil and/or groundwater contamination with hazardous material is encountered, work shall be halted within 100 feet of the find and the City of Rocklin Engineer shall be notified. The City Engineer shall make a determination as to the nature of the feature(s) ~~(~~and/or contamination, the appropriate size for a buffer around the feature beyond which work could continue on the balance of the site, and which outside agencies, if any, should be notified and involved in addressing and / or remediation of the feature or contamination. At the applicant's expense, a qualified consultant(s) shall be retained to assess and characterize the feature or contamination and to determine appropriate remediation, if any. Remediation of the feature including obtaining any special permits and/or approvals as needed shall be completed and documented in accordance with the adopted standards of the City Engineer and any responsible agencies, such as but not limited to the Placer County Department of Environmental Health, and the Central Valley Regional Water Quality Control Board, prior to completion of grading / construction in the affected area.

b. All on-site standard improvements, including but not limited to:

1) All access and grading improvements as shown on Exhibit A. (PLANNING, ENGINEERING)

2) Paving, curbs (including concrete curbs to contain all landscape areas adjacent to vehicle parking areas or travel lanes), gutters, sidewalks, drainage improvements, irrigation improvements (main

lines and distribution when located under paved areas), utility improvements, parking lot lights, fire hydrants, retaining walls, fences, pilasters, enhanced pavement treatments, trash enclosures, etc. (PLANNING, ENGINEERING)

3) All necessary easements for drainage, access, utilities, etc. shall be shown and offered for dedication (or Irrevocable Offer of Dedication provided) with the improvement plans. (PLANNING, ENGINEERING)

4) Dedication of Road Right-of-Way on Pacific Street and Midas Avenue over any areas of existing roadway easement and not currently City Right-of-Way, shall be shown on the plans, and irrevocably offered for dedication to the City via separate process. (ENGINEERING)

5) To the extent possible underground facilities, as shown on Exhibit A, such as but not limited to electrical, gas, water, drainage, and irrigation lines shall be located outside of or to the edge of areas designated for landscaping so as to minimize impacts to the viability of these areas. (PLANNING, ENGINEERING)

c. The following off-site improvements:

1) As shown on Sheet C4.0 of Exhibit 1, the project shall construct the following: a roadway taper on the north side of Midas Avenue at the project driveway, a rolled curb and gutter on the north side of Pacific Street for sewer access for South Placer Municipal Utilities District, and install median improvements on Pacific Street, per City Improvement Standards 4-26 (G) and install a no left turn sign. (PLANNING, ENGINEERING)

2) Install City public street lights along project public street frontage per City of Rocklin Improvement Standards. (PUBLIC WORKS, ENGINEERING)

3) Underground overhead utility lines along project public street frontages per City of Rocklin Municipal Code (ENGINEERING)

4) Install public fire hydrants along project public street frontages per City of Rocklin Fire Department (FIRE, ENGINEERING)

d. A detailed parking lot signage and striping plan designed per City standards that indicates all parking spaces, aisles, entrances, and exits, including on-site signage and any required offsite signage in the public right-of-way. (PLANNING, ENGINEERING)

e. Prior to any grading or construction activities including issuance of improvement plans, the developer shall submit a design-level soil investigation for the review and approval of the City Engineer and Chief Building Official that evaluates soil and rock conditions, particularly the potential for expansive soils. The professional engineer that prepared the soil investigation shall recommend appropriate roadway construction and foundation techniques and other best practices that are to be implemented by the project during construction. These techniques and practices shall address expansive soils or other geological concerns requiring remediation, including but not limited to:

- Recommendations for building pad and footing construction;
- Use of soil stabilizers or other additives; and
- Recommendations for surface drainage.

(BUILDING, ENGINEERING)

f. Notes addressing conformance with the development standards and requirements of the City of Rocklin shall be included on the project improvement plans, including but not limited to the following: (PLANNING, ENGINEERING)

1) Prior to commencement of grading, the developer shall submit a Construction Emission / Dust Control Plan for approval by the City Engineer and the Placer County Air Pollution Control District ("Placer County APCD"). This plan must address how the project meets the minimum requirements of sections 300 and 400 of Rule 228-Fugitive Dust.

2) Any diesel-powered equipment used during project construction shall be Air Resources Board ("ARB") certified.

3) The prime contractor shall submit to the Placer County Air Pollution Control District a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the Placer County APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the Placer County APCD with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

4) Construction equipment exhaust emissions shall not exceed Placer County APCD Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified by Placer County APCD to cease operations and the equipment must be repaired within 72 hours.

5) Processes that discharge 2 pounds per day or more of air contaminants, as defined by California State Health and Safety Code Section 39013, to the atmosphere may require a permit. Developers / Contractors should contact the Placer County APCD prior to construction or use of equipment and obtain any necessary permits.

6) During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel-powered equipment.

7) Traffic speeds on all unpaved road surfaces shall be posted at 15 mph or less.

8) During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators to minimize the use of temporary diesel power generators.

9) All construction equipment shall be maintained in clean condition.

10) The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall "wet broom" the streets (or use another method to control dust as approved by the City) if silt, dirt mud or debris is carried over to adjacent public thoroughfares.

11) If fill dirt is brought to or exported from the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.

12) All grading operations shall be suspended when fugitive dust emissions exceed Placer County APCD Rule 228-Fugitive Dust limitations. The prime contractor shall be responsible for having an individual who is California Air Resources Board ("CARB") certified to perform Visible Emissions Evaluations ("VEE"). This individual shall evaluate compliance with Rule 228 on a weekly basis.

13) Fugitive dust emissions shall not exceed 40% opacity and shall not go beyond the property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas, the developer shall

ensure such agents are controlled so as not to exceed Placer County APCD Rule 228-Fugitive Dust limitations.

14) The prime contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) are excessive and dust is impacting adjacent properties.

15) Water shall be applied to control fugitive dust, as needed, to prevent impacts offsite. Operational water trucks shall be onsite to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.

16) In order to minimize wind driven dust during construction, the prime contractor shall apply methods such as surface stabilization, establishment of a vegetative cover, paving, (or use another method to control dust as approved by the City).

17) Open burning of any kind shall be prohibited. All removed vegetative material shall be either chipped on site or taken to an appropriate recycling site, or if a site is not available, a licensed disposal site.

18) Chemical soil stabilizers, vegetative mats, or other appropriate best management practices to prevent erosion, in accordance with manufacturers' specifications, shall be applied to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).

19) All exposed surfaces shall be revegetated as quickly as feasible.

g. The following mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

1) **Mitigation Measure BIO-1 – Crotch's Bumble Bee Surveys and Avoidance**

If ground-disturbing activities are scheduled to begin between February 1 and October 31, Crotch's bumble bee pre-construction surveys shall be conducted by a qualified biologist based on CDFW's survey guidance for CESA candidate bumble bee species. Surveys shall consist of a habitat assessment evaluating the likelihood of bumble bees occurring within and adjacent to the Project site. If the habitat assessment finds that the site does not contain suitable habitat for Crotch's bumble bee, no further surveys shall be required. If suitable habitat is present, focused surveys

shall be conducted, consisting of three onsite surveys spaced two to four weeks apart during the colony active period from April through August. If Crotch's bumble bee is detected on the Project site, the Project shall develop a plan to fully avoid impacts to the species. If impacts cannot be feasibly avoided, the Project applicant shall consult with CDFW and obtain appropriate take authorization pursuant to Fish and Game Code Section 2080 et seq. The Project shall comply with the mitigation measures detailed in the take authorization issued by CDFW.

2) **Mitigation Measure BIO-2 – Nesting Bird Surveys and Avoidance**

To avoid direct and indirect impacts to raptors and/or migratory birds, grubbing and clearing of vegetation that may support active nests and construction activities adjacent to nesting habitat shall occur outside of the breeding season, generally January 15 through August 31. If removal of habitat and/or construction activities adjacent to nesting habitat are necessary during the breeding season, the Project shall retain a qualified biologist to conduct a pre-construction survey to determine the presence or absence of non-listed nesting migratory birds on or within 300 feet of the construction area, and federally or State-listed birds and raptors on or within 500 feet of the construction area. The pre-construction survey shall be conducted within three calendar days prior to the start of construction. If nesting birds are detected, no-work buffers shall be established, including 300 feet for non-listed nesting migratory birds and 500 feet for listed birds or raptors, unless reduced by a qualified biologist based on site-specific conditions. If construction must occur within the recommended buffer, a qualified biologist shall be present to monitor nesting behavior and determine the appropriate nest buffer.

3) **Mitigation Measure BIO-3 – Seasonal Depression Avoidance**

The Project has been designed to avoid direct impacts to the onsite portion of the seasonal depression. To ensure no indirect impacts to the seasonal depression, Project impact areas shall be clearly demarcated prior to construction, and all workers shall be made aware of the impact limits and avoided areas. No ground- or vegetation-disturbing activities shall occur outside of the Project impact limits, and all vehicles and equipment shall be restricted to the Project impact limits or existing designated access roads and staging areas. Erosion control measures shall be placed between the avoided seasonal depression and the outer edge of the impact limits prior to commencement of construction activities and shall be

maintained until construction is completed and soils have stabilized. A qualified biologist shall conduct worker environmental awareness training for all contractors, work crews, and onsite personnel to aid workers in recognizing sensitive biological resources known to occur on the Project site. The Project shall retain a qualified biologist on an as-needed basis to assist with potential biological issues that may arise during construction. To avoid introduction and spread of non-native invasive plant species, clothing, vehicles, and equipment shall be cleaned prior to entering the Project site, and materials used for the Project, such as fill dirt or erosion control materials, shall be from weed-free locations or certified weed-free.

4) **Mitigation Measure BIO-4 – Oak Tree Survey and Compliance**

In accordance with the City of Rocklin Oak Tree Preservation Ordinance, Chapter 17.77 of the Rocklin Municipal Code, an oak tree survey shall be conducted by a certified arborist to document the type, size, and condition of all oak trees measuring 6 inches or greater in diameter at breast height on the Project site for the purpose of determining whether an oak tree removal permit is required. If impacts to onsite oak trees would occur, mitigation shall be provided in accordance with the City of Rocklin Oak Tree Preservation Ordinance, which may include off-site tree replacement, contributions to the Rocklin Oak Tree Preservation Fund, and/or dedication of land, as determined by the City.

5) **Mitigation Measure CUL-1 – Unanticipated Cultural Resources**

The developer/permit holder or any successor in interest shall comply with the following for the life of this permit. If during ground disturbance activities, unanticipated cultural resources are discovered, the following procedures shall be followed:

All ground disturbance within 100 feet of the discovery shall immediately stop. The Project archaeologist shall notify the City Environmental Services Manager. A meeting shall be convened among the developer, Project archaeologist, Native American tribal representative, and City Environmental Services Manager. The parties shall determine the appropriate treatment of the resource, such as documentation, recovery, or avoidance. Resource evaluations shall be limited to nondestructive analysis.

Further ground disturbance shall not resume within the discovery area until the required treatment has been completed.

6) **Mitigation Measure HAZ-1 – Implementation of Phase II Environmental Site Assessment Recommendations**

Prior to issuance of grading permits and commencement of earthwork activities, the Project Applicant shall implement the recommendations identified in the Phase II Environmental Site Assessment prepared for the project site. Specifically, shallow soils (approximately one foot below ground surface) containing arsenic and lead impacts identified near historical boring location G-1 and assessment borings SB-9 and SB-10 shall be removed from the project site. Additionally, shallow soils in the vicinity of historical boring locations G-10 and G-13 shall be removed as a precautionary measure due to historically documented arsenic impacts.

Soil removal activities shall be conducted under the oversight of a qualified environmental professional and in accordance with applicable federal, State, and local regulations governing the handling, transportation, and disposal of contaminated soils, including applicable requirements of the California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board, and/or other appropriate regulatory agencies. Excavated soils shall be properly characterized prior to disposal and transported to an appropriately permitted disposal facility or managed in accordance with regulatory agency requirements.

Following completion of soil removal activities, the project applicant shall submit documentation to the City demonstrating completion of the removal activities, including the areas and depths of soil removed, quantities of soil removed, disposal documentation, and any confirmation sampling or other verification documentation, as applicable.

7) **Mitigation Measure HAZ-2 – Soil Management Plan**

Prior to issuance of a grading permit, a Soil Management Plan (SMP) shall be prepared by a qualified hazardous materials consultant in coordination with the Community Development Department, Building Division, for review and approval, and shall detail procedures and protocols for excavation and disposal of on-site hazardous materials, including:

- Any subsurface materials exposed during construction activities that appear potentially contaminated, based on either visual observation or suspect odors, shall be segregated, stockpiled, and tested for potential contamination. If contamination is found

to be present per the California Department of Toxic Substances Control (DTSC) Environmental Screening Levels (ESLs) for the applicable use, and cannot be reused on the Project site, it shall be transported by a certified hazardous waste hauler to a landfill permitted by the state to accept hazardous materials and disposed of per California Hazardous Waste Regulations. The appropriate regulatory agency (e.g., DTSC, RWQCB, or County Department of Public Health) shall be notified as required by law, and all agency directives shall be implemented.

- A Health and Safety Plan (HASP) shall be prepared in accordance with Cal/OSHA requirements for each contractor that addresses potential safety and health hazards and includes the requirements and procedures for employee protection. The HASP shall also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction.

- All SMP measures shall be printed on the construction documents, contracts, and project plans prior to issuance of grading permits. Documentation demonstrating compliance with the SMP, including laboratory results and waste disposal manifests (if applicable), shall be provided to the Community Development Department, Building Division prior to final grading approval.

6. Improvements in the Public Right-of-Way

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

7. Landscaping

a. Final landscape plans shall be provided by the developer and approved by the Community Development Director. The landscape plans shall comply with the following requirements (PLANNING):

1) The landscaping plan shall be prepared by a landscape architect and shall include the following general notes:

a) A legend of the common and botanical names of specific plant materials to be used. The legend shall indicate the size of plant materials and appropriate numbers of plants and spacing for groundcovers.

Shrubs shall be a minimum 5 gallon and trees a minimum of 15 gallon and meet the minimum height specified by the American Standards for Nursery Stock.

b) Provide two lodgepole wood stakes per tree, unless otherwise specified on the approved landscape plans or recommended by the project Landscape Architect based on tree size, species, or site conditions.

c) An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.

d) Provision for the shading of the visitor parking lot, including parking spaces, maneuvering areas, driveways and drive aisles, by shade trees of appropriate size(s) and characteristic(s) in locations to achieve 50% shading at maturity (15 years from planting). Include a calculation demonstrating compliance with this condition on the plan.

e) Granite or moss rock boulders along the planting strips.

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f) Use of walk-on bark in all planter areas.

g) The plant tags shall not be removed until the final inspection of the landscape is complete.

h) Should the existing PG&E transmission line be removed or undergrounded, all future tree plantings within the PG&E easement area shall consist of large-canopy shade tree species (e.g., native oak, sycamore) or the applicant shall provide documentation demonstrating full compliance with applicable parking lot shading requirements.

2) The landscape plan shall be certified by the landscape architect of record that the landscape design complies with the requirements of the Water Conservation in Landscaping Act (Government Code Section 65591 et seq.) and applicable provisions of the Model Water Efficient Landscape Ordinance (MWELO).

b. The parking/site lighting plan shall be designed to accommodate shade trees and provide for illumination of the parking and circulation areas. Light standards and underground utilities shall be located such that required parking lot shade trees can still be planted. (ENGINEERING, BUILDING, PLANNING)

c. All landscaping shall be installed and the landscape architect shall certify, in writing, that the landscaping and irrigation system have been installed in full compliance with the approved plans prior to issuance of a Certificate of Occupancy. (PLANNING)

d. Any area disturbed by construction activities but not developed or landscaped shall be hydroseeded (with a drought tolerant mix of native flowers and grasses) prior to final inspection / acceptance of improvements. (PLANNING, BUILDING, ENGINEERING)

8. Lighting

a. All exterior lighting shall be designed and installed to avoid adverse glare on adjacent properties. Cut-off shoebox type or decorative lighting fixtures, or equivalent, shall be used and mounted such that all light is projected directly toward the ground. Light poles shall be a maximum of 20 feet in height as measured from grade to the top of the light. The lighting design plan shall be approved by Community Development Director for compliance with this condition. (PLANNING)

9. Design

a. The back or rear of any parapet wall that may be visible from an adjacent right of way or property shall be painted the same color as the front of the parapet wall to provide a consistent appearance. (PLANNING)

b. Developer installed play equipment shall include either poured in place or rubberized tile flooring, or approved alternative, for accessibility purposes. (BUILDING)

10. Signs

All signs shall conform to the Sign Ordinance of the City of Rocklin and the sign designs and locations as shown on Exhibit A. (PLANNING, ENGINEERING, FIRE)

11. Screening of Mechanical Equipment

a. All mechanical and/or related equipment, such as but not limited to, roof hatch railings, RTUs, vents, HVAC units, whether ground- or roof-mounted shall be screened from view from all public rights-of-way to the satisfaction of the Community Development Director. To the greatest extent feasible, parapet walls should be used to screen roof-mounted equipment. The design of the screening shall be in harmony with the architectural design of the building. (PLANNING)

b. The appearance of large utility features such as double detector check valves shall be minimized through the use of utility blankets or other acceptable screening methods. The developer shall also demonstrate that these facilities have been moved as far as possible from the public right-of-way. (PLANNING)

12. Fences and Gates

a. Tubular metal fences/gates shall have flat top pickets (or have a smooth rail at the top), be painted (black/brown/dark green), and be constructed of medium gauge, or better, steel or aluminum. Painted finishes shall be maintained in good condition and shall be periodically recoated as necessary to prevent peeling, fading, rust, or deterioration. (PLANNING / PUBLIC WORKS)

13. Security

a. Prior to building / unit occupancy the property owner, or each tenant, shall obtain and maintain at all times, an Alarm System Permit for each security system installed and operated in the building / shopping center / complex, if any, in accord with the requirements of Chapter 9.44 of the Rocklin Municipal Code. (POLICE)

14. Outdoor Storage

a. All incidental and miscellaneous outdoor storage areas shall be completely screened from public view. (PLANNING)

15. Maintenance

a. The property owner shall remove within 72 hours all graffiti placed on any fence, wall, existing building, paved area or structure on the property consistent with the provisions of Rocklin Municipal Code Section 9.32. Prior to removal of said graffiti, the property owner shall report the graffiti vandalism to the Rocklin Police Department. (PLANNING, POLICE)

b. The project, including but not limited to paving, landscaping, structures, and improvements shall be maintained by the property owners, to the standard of similarly situated properties in equivalent use zones, to the satisfaction of the Community Development Director. (PLANNING)

16. Parks

a. Park fees shall be paid as required by the Rocklin Municipal Code Chapter 17.71 and Chapter 16.28. (ENGINEERING)

17. Noise

Project design and construction shall incorporate all features, modifications, and elements necessary to comply with the interior and exterior noise standards set forth in the Rocklin General Plan Policies N-6 and N-9, and the City's Noise Ordinance.

The following shall be conditions of construction activity and included in the Improvement Plan notes: (ENGINEERING, PUBLIC WORKS – SERVICES, BUILDING)

a. All "self-powered" equipment, stationary noise sources (i.e. pumps, electrical generators, etc.), and construction equipment shall be equipped with factory noise control devices (e.g., mufflers) and shall be maintained in good working order. (ENGINEERING, BUILDING)

b. Equipment "warm-up" areas, water storage tanks, equipment storage areas, and stationary noise-generating machinery (i.e. pumps, electrical generators, etc.) shall be located away from existing residences and other sensitive noise receptors to the extent feasible. Equipment staging and "warm up" areas shall be identified or noted on the improvement plans or and building plans. (ENGINEERING, BUILDING)

c. All phases of project development shall be subject to the City of Rocklin Municipal Code (RMC) Chapter 9.52, Noise Standards, including restricting construction-related noise generating activities that generate any discernable noise in or within 100 feet of an occupied residence between 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m.

and 7:00 p.m. on weekends. The Community Development Director may grant exceptions to any of the noise restrictions in RMC Chapter 9.52 if special and unusual circumstances exist that make strict adherence infeasible or impracticable. (ENGINEERING, BUILDING)

d. The property owner shall provide a Noise Coordinator and adhere to the following: (ENGINEERING, BUILDING)

1) As a function of on-site project management, an on-site Noise Coordinator shall be employed by the property owner or designee, and their name, email address, and telephone number along with instructions on how to file a noise complaint shall be posted conspicuously around the project site, and at all vehicle entrances to public streets, during all project construction phases. The posted signage shall include the city's construction hours set forth in Section 9.52.030 (A)(1). The signs shall be weatherproof and a minimum size of 4'x4' and includes 3-inch-tall minimum lettering.

2) The Noise Coordinator's duties shall include fielding and documenting noise complaints, determining the source of the complaint (e.g., piece of construction equipment), determining whether noise levels at the project boundary are within acceptable limits consistent with the General Plan hourly noise standards and time of day restrictions noted in section 9.52.03 (A)(1) above, and reporting complaints to the City with documented noise levels at the time of complaint via email.

3) The Noise Coordinator shall work, to the extent feasible, with the surrounding residents and project contractors, to schedule activities to minimize disturbance of residents during the daytime hours. Prior to commencement of any early morning or night time work required by the contractor, the City, or utility companies, approval from the Community Development Director is required. The request for approval shall be submitted not less than 72 hours in advance of the work commencing and the Noise Coordinator shall provide documentation of notification to the neighboring property owners.

e. Prior to issuance of building permits, the applicant shall demonstrate that all exterior wall, door, and window assemblies comply with a minimum Sound Transmission Class (STC) rating of 30, consistent with the recommendations identified in the Noise and Vibration Impact Analysis dated May 26, 2026. (PLANNING)

18. Air Quality

a. The contractor shall reduce NOX and ROG emissions by complying with the construction vehicle air pollutant control strategies developed by the Placer County Air Pollution Control District. The contractor shall include in construction contracts the following requirements or measures shown to be equally effective:

1) Contractors' construction equipment shall be properly maintained and tuned during construction activity.

2) Contractors shall use low emission mobile construction equipment where possible.

3) Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations.

4) The prime contractor shall submit to the District a comprehensive inventory (i.e., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.

5) Construction contracts shall stipulate that all equipment with horsepower ratings of 350 or greater, including scrapers, used during project grading shall meet the CARB's Tier 3 emissions standards or cleaner.

6) In lieu of or in addition to this requirement, an applicant can use other measures to reduce particulate matter and nitrogen oxide emissions from their project through the use of emulsified diesel fuel and/or particulate matter traps. The District shall be contacted to discuss this measure.

19. Phasing

a. If the project proposes a phased development, a phasing plan showing the sequence of site improvements shall be submitted for review and approval by the Community Development Director. The phasing plan shall show the following:

1) The building or buildings to be constructed and all appurtenant structures (walls, fencing, site amenities, etc.) with each Phase;

2) A Temporary Fencing Plan that shows how the residents of the occupied units will be kept from entering active construction areas;

3) Emergency Vehicle access through the site and available fire suppression services for each Phase, to be approved by the Fire Department;

4) The portion of landscaping to be completed with each phase.

b. The Community Development Director may condition the phasing to ensure each phase shall function independently. (ENGINEERING, BUILDING, PLANNING)

20. Special

a. The revised parking plan dated September 17, 2026, reflecting an increase of 25 additional on-site parking spaces to a total of 406 onsite vehicle parking spaces, is incorporated into the project plans. The project applicant may revise the approved parking plan to increase the number of on-site parking spaces, provided the revisions remain in substantial conformance with the approved project and do not result in significant changes to the site layout, circulation, drainage, utilities, landscaping, or other project improvements.

b. Development impact fees can be deferred through a fee deferral agreement in accordance with the City's adopted fee policy (adopted August 26, 2025) pursuant to Government Code Section 66007, as amended by SB 937 (2024). (PLANNING, HOUSING)

21. Landscaping Maintenance Agreement

Prior to issuance of the Certificate of Occupancy, the property owner shall enter into an agreement with the City of Rocklin providing for the maintenance of landscaping and irrigation within the public right-of-way along Pacific Street and Midas Avenue. The agreement shall stipulate that the property owner shall maintain the irrigation system and all plant materials. The agreement shall also indemnify the City against claims arising from developer’s activities and shall be recorded and binding on successors in interest of the developer. (ENGINEERING, PUBLIC WORKS)

22. Tree Removal

a. Prior to issuance of grading or building permits, the applicant shall comply with all applicable tree protection and preservation measures identified in the Arborist Report prepared by Edwin E. Stirtz, Consulting Arborist, dated March 3, 2026.

b. Upon completion of a project and prior to a final inspection / issuance of a certificate of occupancy, the project arborist shall prepare a final list of all oak trees removed to accommodate development of the project. Prior to a final inspection / issuance of a certificate of occupancy the developer shall mitigate for all oak trees removed as a result of the project as set forth in the City of Rocklin Oak Tree Ordinance.

23. Affordability Requirement

a. The project shall record an affordability regulatory agreement for the project, or equivalent, to the satisfaction of the City Attorney, prior to occupancy. Said contract shall include the following provisions:

1) A minimum of 278 units shall be rental units affordable to extremely low, very low, or low-income households.

2) Affordable rental units, maximum incomes, and maximum rents will be restricted for a 55-year term in a recorded affordability restriction. (PLANNING, HOUSING)

24. Monitoring

Prior to recording of the first final map or any grading on the property, the subdivider shall deposit with the City of Rocklin the current fee to pay for the City's time and material cost to administer the Mitigation Monitoring Program. The Community Development Director shall determine if and when additional deposits must be paid for administering the Mitigation Monitoring Program, including additional deposits on subsequent phase final maps. These amounts shall be paid prior to recording subsequent final maps on this project. (ENGINEERING)

25. Indemnification and Duty to Defend

As a condition for project approval, Applicant or an agent of Applicant acceptable to City shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify Applicant of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

26. Other

a. Prior to issuance of improvement plans or a building permit, the project shall provide a document delineating and confirming that no riparian or wetland areas would be altered as part of development. (PLANNING)

b. Prior to issuance of building permits, the Lot Line Adjustment (LLA2026-0001) shall be recorded with the Placer County Clerk-Recorder's Office. (PLANNING, ENGINEERING)

c. Projects shall comply with all applicable standards and mitigation measures in the Rocklin General Plan EIR and General Plan goals, policies, and action plans. (PLANNING)

d. The approved Parking Enforcement Plan, submitted September 22, 2026, shall establish procedures for the management and enforcement of the approved on-site parking spaces for the life of the project. (PLANNING, ENGINEERING)

27. Validity

a. This entitlement shall not be considered valid and approved unless and until the concurrent Environmental (ENV2026-0008) has been approved. (PLANNING)

b. This entitlement shall expire three (3) years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)

c. Approval of this entitlement does not relieve the developer of the need to obtain subsequent permits and approvals, such as but not limited to Grading Permits, Improvement Plans, Building Permits and/or Oak Tree Removal Permits. (PLANNING)

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on October 13, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

Midas Apartments (DR2026-0002)

EXHIBIT A
DR2026-0002

MIDAS APARTMENTS

MIDAS & PACIFIC ST. ROCKLIN, CA 95677



ENTITLEMENT RE-SUBMITTAL
05/11/2026

SHEET INDEX

ARCHITECTURE		
ARCHITECTURE	0	COVER SHEET
ARCHITECTURE	1	SITE PLAN
ARCHITECTURE	2	FLOOR PLANS - BLDG A
ARCHITECTURE	3	ELEVATIONS - BLDG A
ARCHITECTURE	4	FLOOR PLANS - BLDG B
ARCHITECTURE	5	FLOOR PLANS - BLDG B
ARCHITECTURE	6	ELEVATIONS - BLDG B
ARCHITECTURE	7	COURTYARD ELEVATIONS - BLDG B
ARCHITECTURE	8	PERSPECTIVES (BLDG-A)
ARCHITECTURE	9	PERSPECTIVES (BLDG-B)
ARCHITECTURE	10	BUILDING SECTIONS
ARCHITECTURE	11	UNIT PLANS
ARCHITECTURE	12	MATERIAL BOARD
ARCHITECTURE	13	SITE CONTEXT
CIVIL		
CIVIL	C1	PRELIMINARY EXISTING CONDITIONS
CIVIL	C2	PRELIMINARY DEMOLITION PLAN
CIVIL	C3	PRELIMINARY GRADING & DRAINAGE
CIVIL	C3.1	CONCEPTUAL GRADING & DRAINAGE SECTIONS
CIVIL	C3.2	CONCEPTUAL GRADING & DRAINAGE DETAILS
CIVIL	C4	PRELIMINARY FRONTAGE IMPROVEMENTS
CIVIL	C5	PRELIMINARY SEWER & WATER
CIVIL	C6	PRELIMINARY FIRE ACCESS PLAN
CIVIL	C7	PRELIMINARY EXISTING SHED MAP
CIVIL	C7.1	PRELIMINARY DEVELOPED SHED MAP
LANDSCAPE		
LANDSCAPE	PL1	PRELIMINARY LANDSCAPE PLAN
LANDSCAPE	PL2	PRELIMINARY LANDSCAPE PLAN CALCULATIONS
LANDSCAPE	PL3	PRELIMINARY LANDSCAPE PLAN DETAILS
LIGHTING		
LIGHTING	A2.1	LIGHTING PHOTOMETRIC PLAN

Recommended to the City Council for Approval by the Planning Commission on August 4, 2026 *David Mohlenbrok*

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SITE PLAN 1" = 40'-0" 1

BUILDING 1 - TYPE A SUMMARY:

LEVEL	GROSS AREA	NUMBER OF UNIT TYPES					TOTAL UNITS
		1 BED - A	2 BED - A	2 BED - B	3 BED - A	3 BED - B	
LEVEL 1	16,185 SF	9	-	4	4	-	17
LEVEL 2	16,185 SF	9	2	4	4	-	19
LEVEL 3	16,185 SF	9	2	4	4	-	19
LEVEL 4	16,185 SF	9	2	4	4	-	19
TOTAL	**64,740 SF**	36	6	16	16	-	**74**

* ALL UNITS ARE PROPOSED TO BE AFFORDABLE

BUILDING 2 - TYPE A SUMMARY:

LEVEL	GROSS AREA	NUMBER OF UNIT TYPES					TOTAL UNITS
		1 BED - A	2 BED - A	2 BED - B	3 BED - A	3 BED - B	
LEVEL 1	16,185 SF	9	-	4	4	-	17
LEVEL 2	16,185 SF	9	2	4	4	-	19
LEVEL 3	16,185 SF	9	2	4	4	-	19
LEVEL 4	16,185 SF	9	2	4	4	-	19
TOTAL	**64,740 SF**	36	6	16	16	-	**74**

* ALL UNITS ARE PROPOSED TO BE AFFORDABLE

BUILDING 3 - TYPE B SUMMARY:

LEVEL	GROSS AREA	NUMBER OF UNIT TYPES					TOTAL UNITS
		1 BED - A	2 BED - A	2 BED - B	3 BED - A	3 BED - B	
LEVEL 1	33,292 SF**	8	7	3	-	10	28
LEVEL 2	33,292 SF	10	9	4	2	10	35
LEVEL 3	33,292 SF	10	9	4	2	10	35
LEVEL 4	33,292 SF	10	9	4	2	10	35
TOTAL	**133,168 SF**	38	34	15	6	40	**133**

* ALL UNITS ARE PROPOSED TO BE AFFORDABLE
** LEVEL ONE INCLUDES THE 3,675 SF CLUBHOUSE

UNIT SUMMARY:

UNIT TYPE	NUMBER OF UNITS	RENTABLE UNIT SIZE	PERCENT
1 BED - A	110	559 SF	39 %
2 BED - A	46	732 SF	16 %
2 BED - B	47	818 SF	17 %
3 BED - A	38	1,026 SF	14 %
3 BED - B	40	1,170 SF	14 %
TOTAL	**281***	-	**100 %**

*15% OF THE TOTAL UNITS ARE TO BE MOBILITY UNITS (281 X 15% = 43 UNITS)

TOTAL BUILDING SUMMARY:

LEVEL	GROSS AREA	NUMBER OF UNIT TYPES			TOTAL UNITS
		1 BED	2 BED	3 BED	
BUILDING 1	64,740 SF	36	22	16	74
BUILDING 2	64,740 SF	36	22	16	74
BUILDING 3	133,168 SF	38	49	46	133
TOTAL	**262,648 SF**	110	93	78	**281**

PARKING SUMMARY:

PROVIDED	RATIO TO UNITS
356 STALLS	356/281 = 1.27

EV PARKING REQUIREMENTS:

PROGRAM	TYPE	CODE REQUREMENT	REQUIRED	PROVIDED
RESIDENTIAL	EV READY	CAL GREEN 4.106.4.2.2 (1 PER UNIT)	281	221*
	EV CHARGERS (EVCS)	CAL GREEN 4.106.4.2.2 (25% OF UNASSIGNED STALLS) 356 STALLS - 281 EV READY = 75 75 X 25% = 19 STALLS	19	19

*PER PG&E'S STANDARDS IT IS NOT PERMISSIBLE TO HAVE ELECTRIC CHARGING STATIONS WITHIN THEIR EASEMENT

NOTE ALL PARKING IS UNASSIGNED

NOTE:
- EV READY: SHALL BE PROVIDED WITH 208/240V RECEPTACLES
- EV CHARGERS: SHALL BE EQUIPPED WITH J1772 OR J3400 CONNECTORS

ACCESSIBLE EV PARKING REQUIREMENTS:

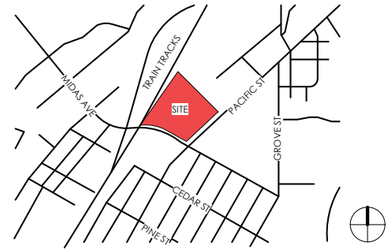
PROGRAM	CODE REQUIREMENT	REQUIRED	PROVIDED	
			VAN	STANDARD
RESIDENTIAL	CBC CODE 11B-228.3.2.1 5 TO 25 EVCS	2	1	1

ACCESSIBLE PARKING REQUIREMENTS:

PROGRAM	CODE REQUIREMENT	REQUIRED	PROVIDED
RESIDENTIAL	CBC CODE 11B-208.2.3.1 EQUAL TO UNITS WITH MOBILITY FEATURES (5 % OF TOTAL UNITS = 15 UNITS) (10% OF UNIT ARE CTCAC MOBILITY UNITS AND NOT INCLUDED IN CALCULATION)	15	15

PROGRAM	CODE REQUIREMENT	REQUIRED	PROVIDED
RESIDENTIAL	CBC CODE 11B-208.2.3.2 (2 % OF REMAINING STALLS) 356 STALLS - 281 STALLS - 19 EV STALLS =56 56 X 2% = 1.12	2	2

RESIDENTIAL PROGRAM DATA



VICINITY MAP

PROJECT NAME:	MIDAS APTS
PROJECT LOCATION:	CORNER OF PACIFIC ST & MIDAS AVE ROCKLIN, CA 95677
ASSESSORS PARCEL #:	010-010-016, 010-010-017, 010-010-028, 010-010-029, 010-040-040
LOT SIZE:	1.348, 3.181, 2.312, 0.251 = 7.092 ACRES
ZONING:	RMDO-R24+ PD-33
GENERAL PLAN:	HIGH DENSITY RESIDENTIAL (HDR)
OCCUPANCY / USE:	R-2 MULTI-FAMILY (100% AFFORDABLE UNITS)
PARKING LOT SHADING:	MIN. 50%
SITE LIGHTING POLE HEIGHT:	MAX 20 FT
PARKING FOOT-CANDLES:	TBD
PEDESTRIAN WALKWAY FOOT-CANDLES:	TBD
SITE LIGHTING SHIELDING REQUIREMENTS:	MUST BE DARK SKY COMPLIANT

	ZONING REQUIREMENT:	PROVIDED:	MEETING CODE:
BUILDING HEIGHT:	MAX 50 FT	TOP OF PARAPET: 48'-0" TOP GABLE: 55'-4"	YES - SDBL STANDARD (BY-RIGHT)
FRONT SETBACK:	MIN. 20 FT	27'-8"	YES
STREET SIDE:	MIN. 15 FT	35'-6"	YES
INTERIOR SIDE SETBACK:	MIN 10 FT	79'-6"	YES
REAR SETBACK:	MIN. 15 FT	104'-4"	YES
FAR:	NO REQUIREMENT	.85	YES
LOT COVERAGE:	MAX. 60%	21%	YES
DENSITY:	MIN. 33 U/A	39.5 U/A	YES
OPEN SPACE:	NO REQUIREMENT	N/A	YES
PARKING STALL DIMENSIONS:	90 DEGREE STANDARD: 9 FT X 19 FT 90 DEGREE COMPACT: 8 FT X 16 FT	PROPOSED STANDARD: 9 FT X 18 FT	*WAIVER REQUESTED
DRIVE AISLE WIDTH:	25 FT / 26 FT FOR FIRE ACCESS AISLE	25 FT & 26 FT	YES
COMPACT PERCENTAGE:	MAX 30%	9%	YES
PARKING REQUIREMENT:	1.5 SPACES PER 1 BED/STUDIO UNIT = 165 2 SPACES PER 2 BED+ = 342	356	YES - SDBL STANDARD (BY-RIGHT)
	GUEST: 1 SPACE PER 25% OF UNITS	NO GUEST PARKING	YES - SDBL STANDARD (BY-RIGHT)
COVER PARKING:	I SPACE PER UNIT SHALL BE COVERED	NO COVERED SPACES	YES - SDBL STANDARD (BY-RIGHT)
RESIDENTIAL BIKE PARKING: CAL GREEN 4.106.4.4	LONG TERM: 1 SPACE PER 2 DWELLING UNITS =141	141	YES
	SHORT TERM: 1 SPACE PER 10,000 SF, MIN 2 = 27	27	YES

ZONING INFORMATION

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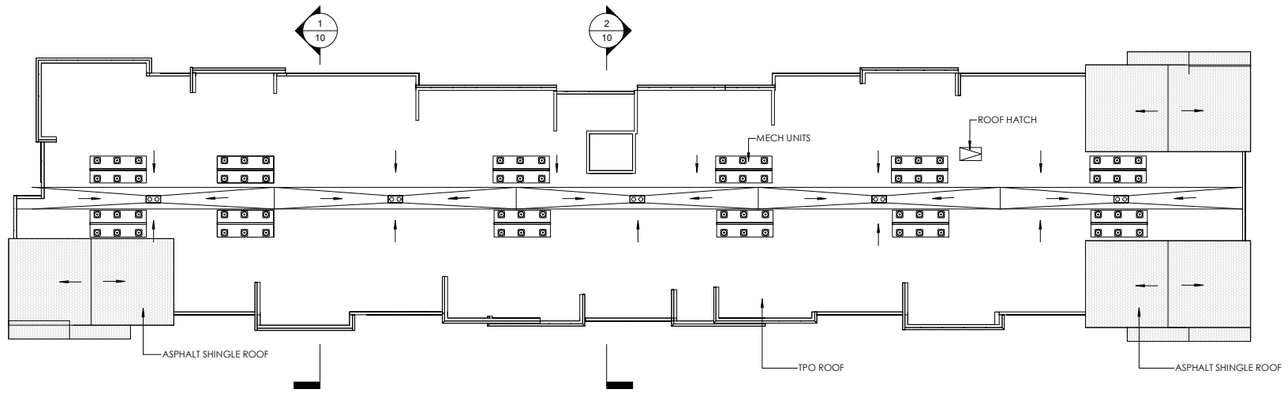
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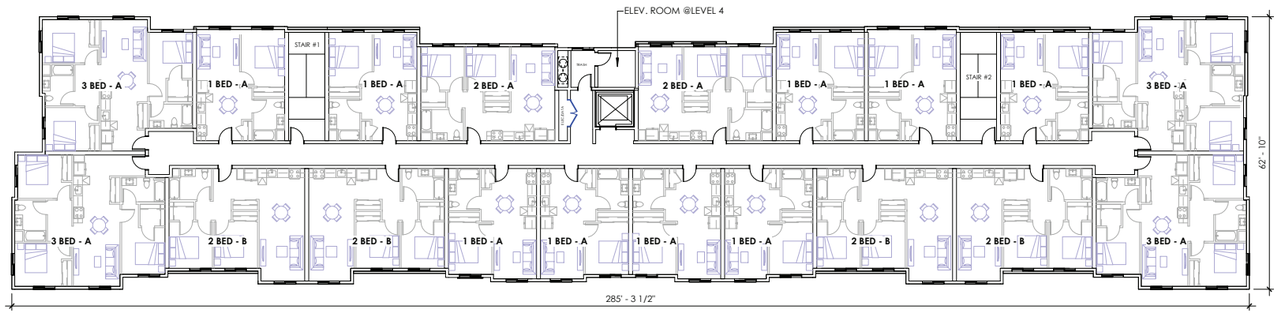
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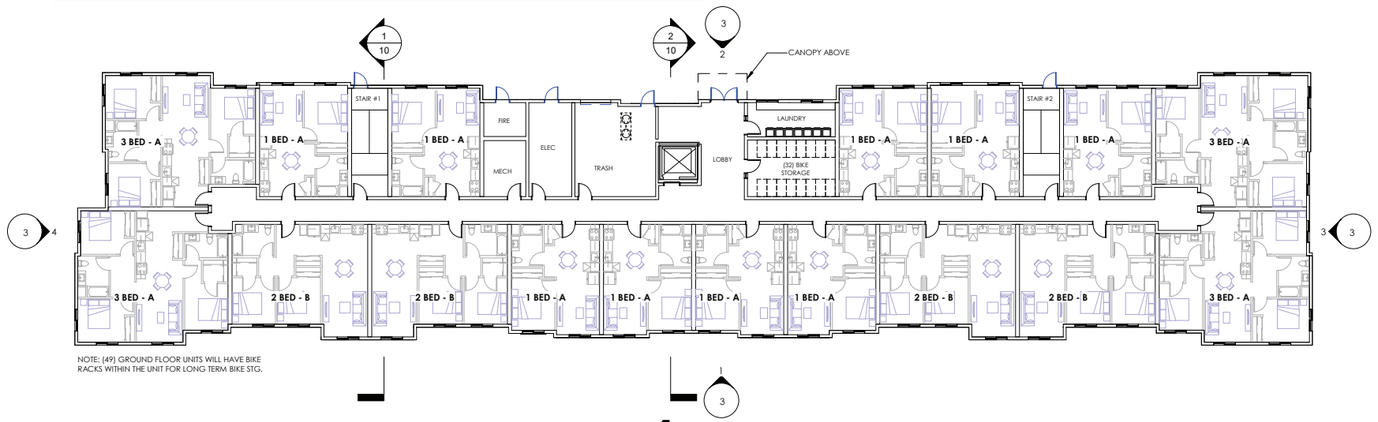
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BLDG 1 & 2 (TYPE A) - ROOF 1/16" = 1'-0" 3



BLDG 1 & 2 (TYPE A) - LEVEL 2 - 4 1/16" = 1'-0" 2



NOTE: (49) GROUND FLOOR UNITS WILL HAVE BIKE RACKS WITHIN THE UNIT FOR LONG TERM BIKE STG.

BLDG 1 & 2 (TYPE A) - LEVEL 1 1/16" = 1'-0" 1

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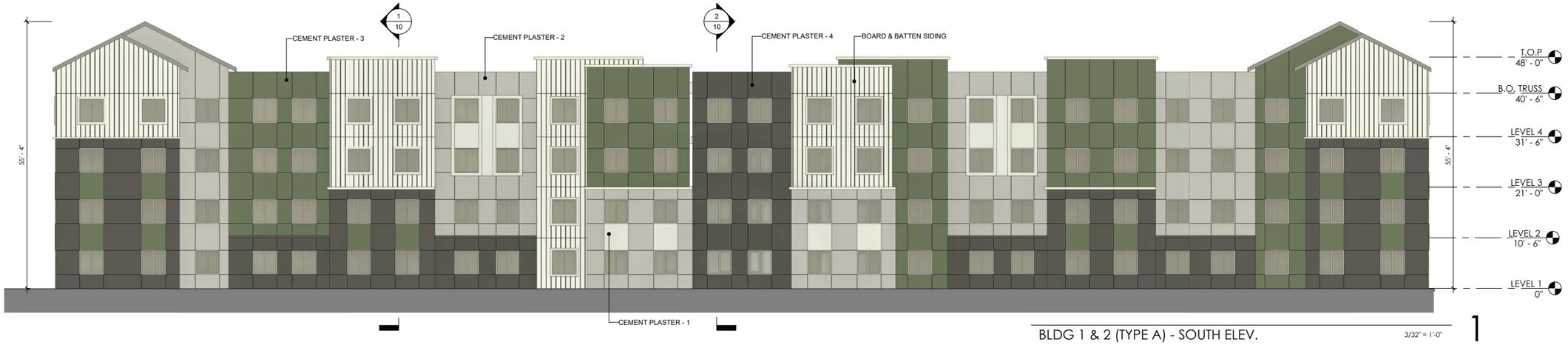
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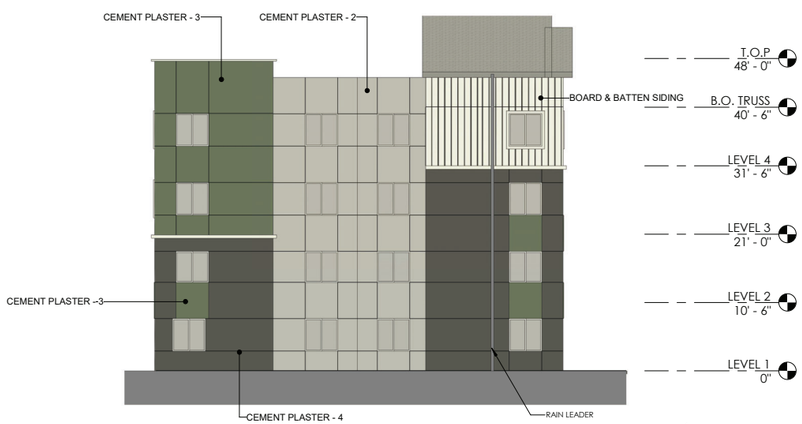
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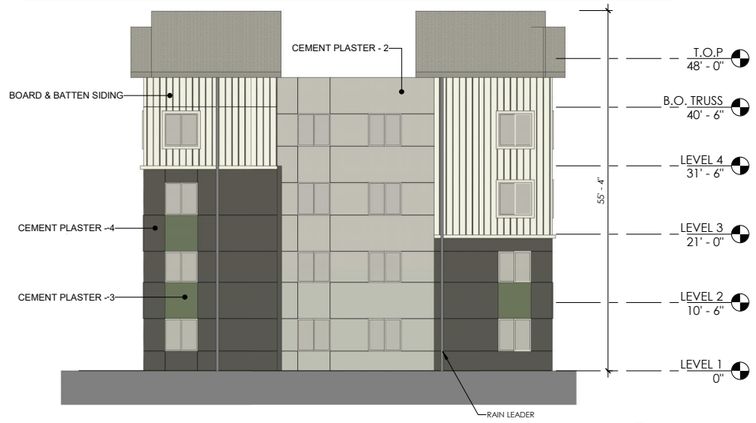
BLDG 1 & 2 (TYPE A) - SOUTH ELEV. 3/32" = 1'-0" 1



BLDG 1 & 2 (TYPE A) - NORTH ELEV. 3/32" = 1'-0" 2



BLDG 1 & 2 (TYPE A) - WEST ELEV. 3/32" = 1'-0" 4



BLDG 1 & 2 (TYPE A) - EAST ELEV. 3/32" = 1'-0" 3

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BLDG 3 (TYPE B) - LEVEL 2 - 4 3/64" = 1'-0" **2**



BLDG 3 (TYPE B) - LEVEL 1 3/64" = 1'-0" **1**

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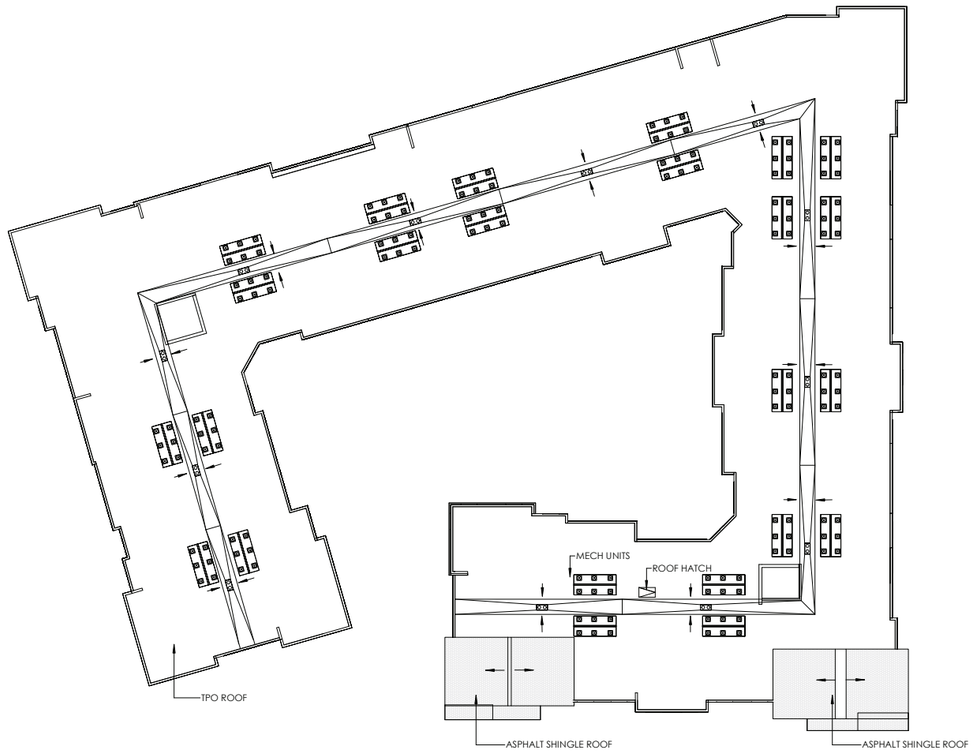
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BLDG 3 (TYPE B) - ROOF 3/64" = 1'-0" 1

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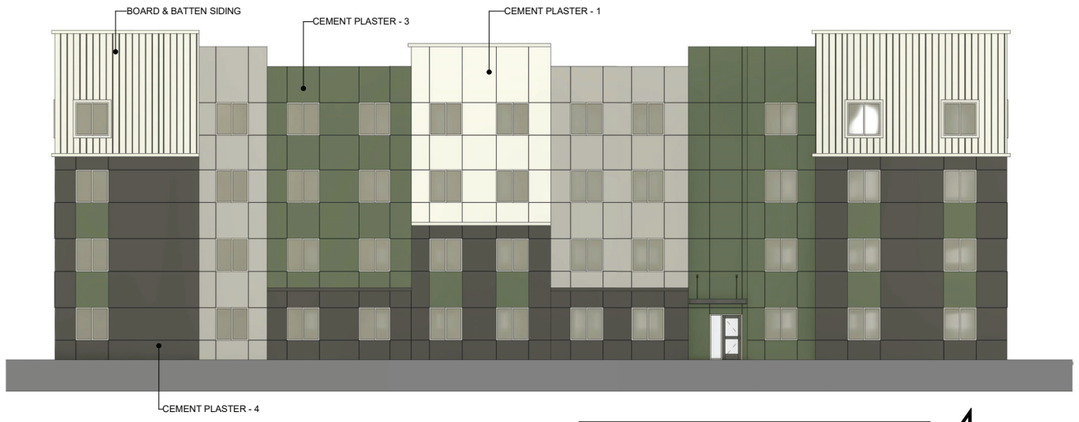
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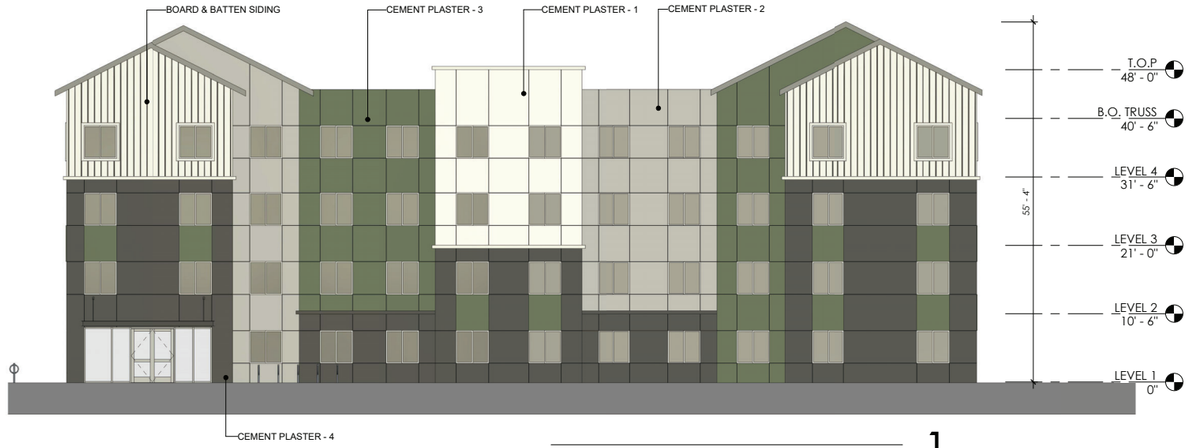
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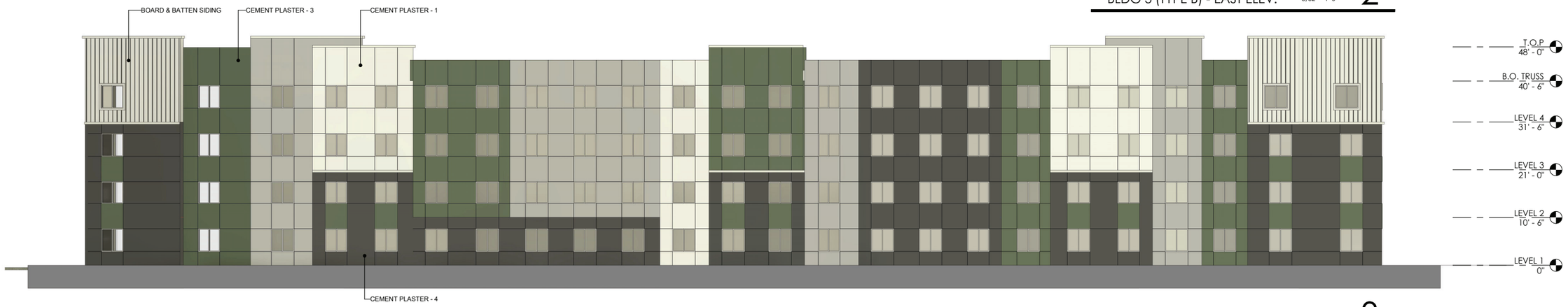
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BLDG 3 (TYPE B) - SOUTH ELEV. 3/32" = 1'-0" 1



BLDG 3 (TYPE B) - EAST ELEV. 3/32" = 1'-0" 2



BLDG 3 (TYPE B) - NORTH ELEV. 3/32" = 1'-0" 3

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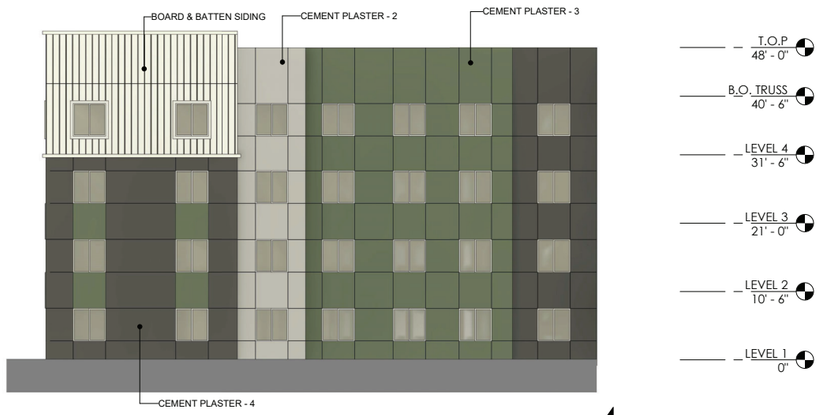
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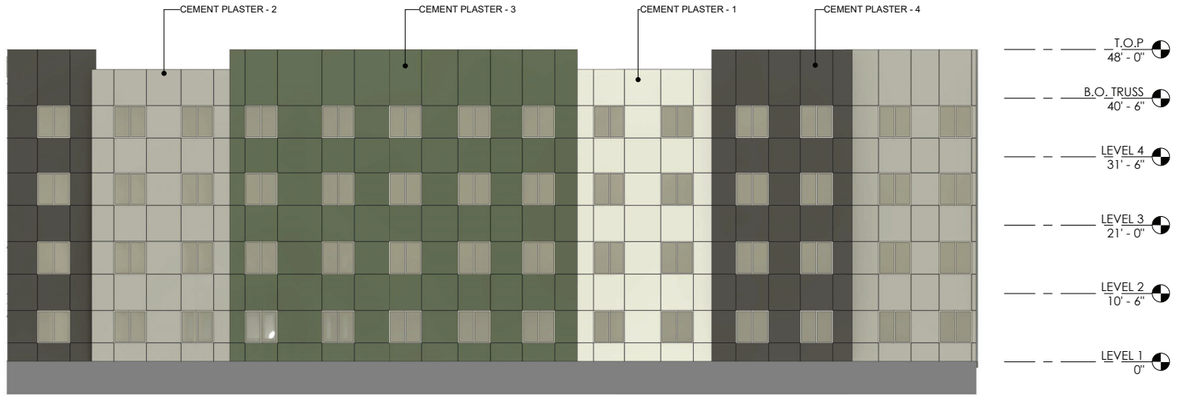
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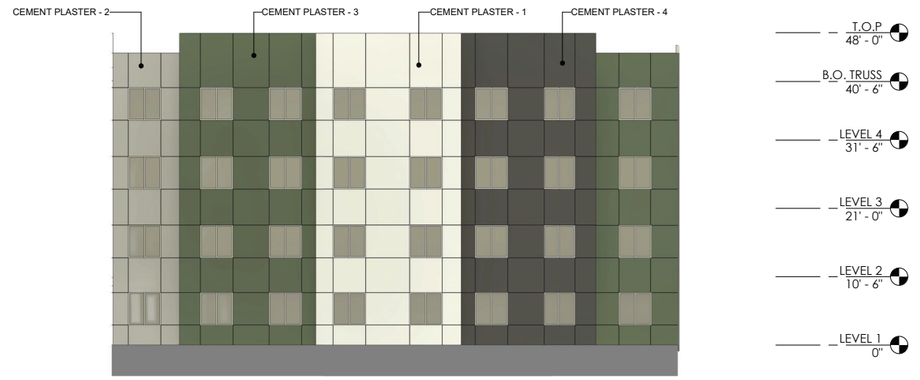
BLDG 3 (TYPE B) COURTYARD - ELEV. 4 3/32" = 1'-0" 4



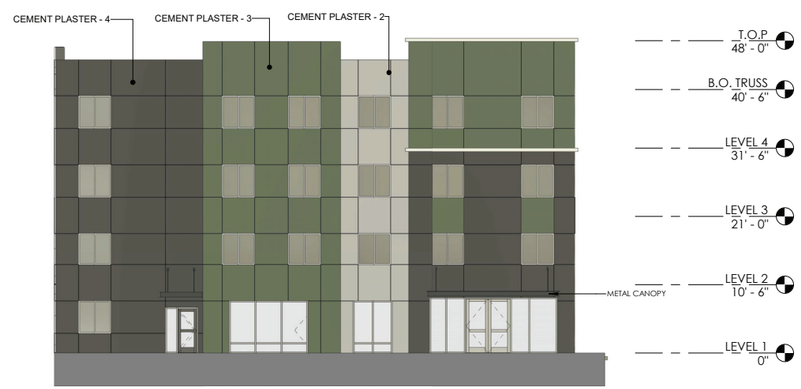
BLDG 3 (TYPE B) COURTYARD - ELEV. 1 3/32" = 1'-0" 1



BLDG 3 (TYPE B) COURTYARD - ELEV. 5 3/32" = 1'-0" 5



BLDG 3 (TYPE B) COURTYARD - ELEV. 2 3/32" = 1'-0" 2



BLDG 3 (TYPE B) COURTYARD - ELEV. 3 3/32" = 1'-0" 3

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PACIFIC STREET PERSPECTIVE

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BUILDING B/CLUB HOUSE ENTRY PERSPECTIVE

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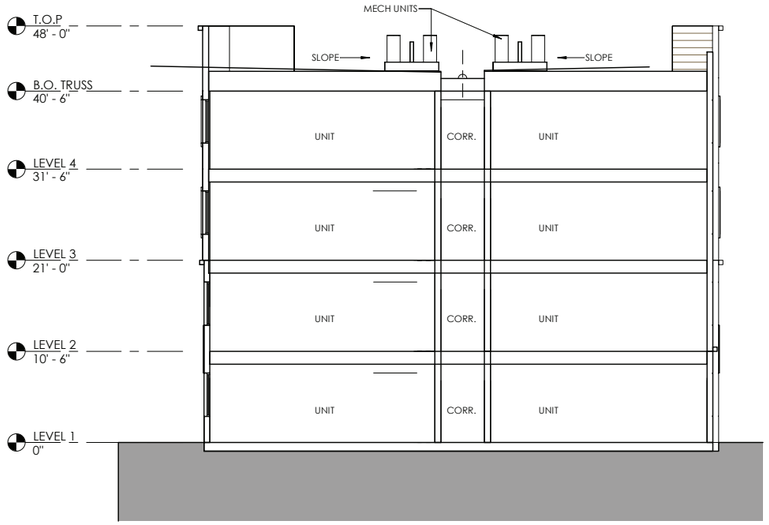
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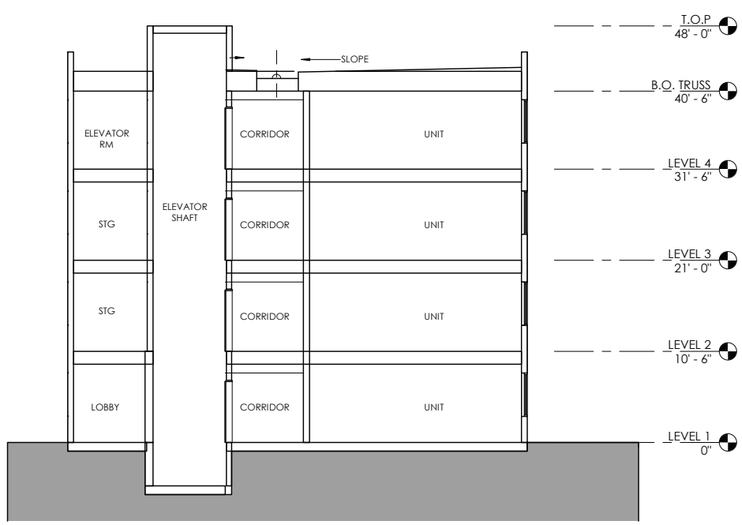
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BLDG 1 & 2 (TYPE A) SECTION-1 1/8" = 1'-0" 1



BLDG 1 & 2 (TYPE A) SECTION-2 1/8" = 1'-0" 2

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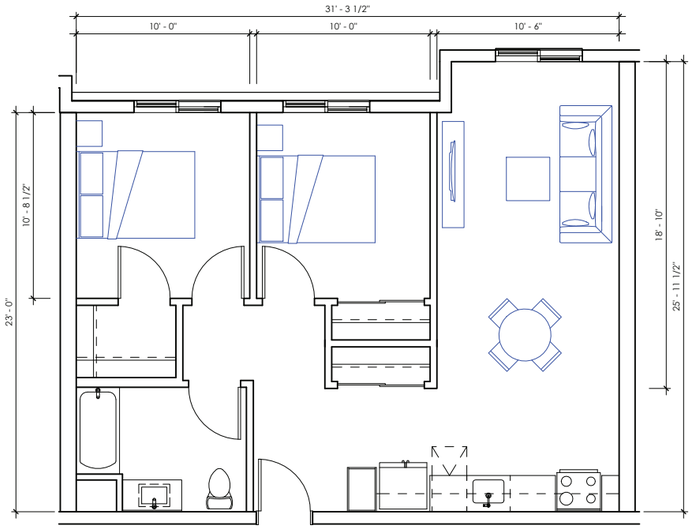
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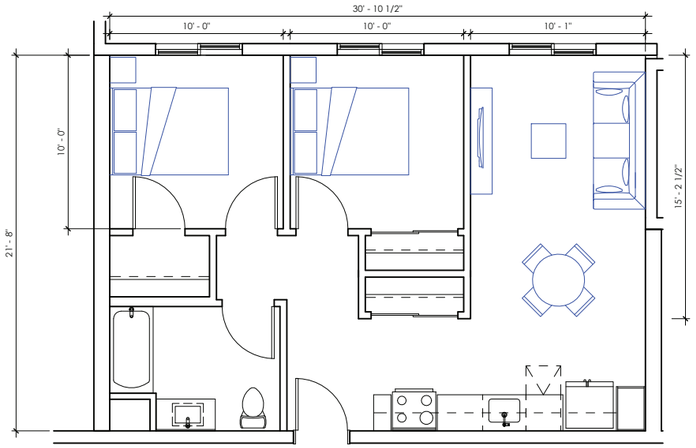
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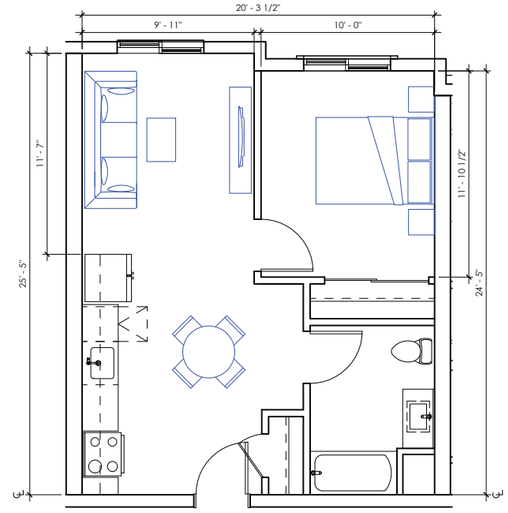
GROSS AREA: 818 SF

2 BED - B 1/4" = 1'-0" 3



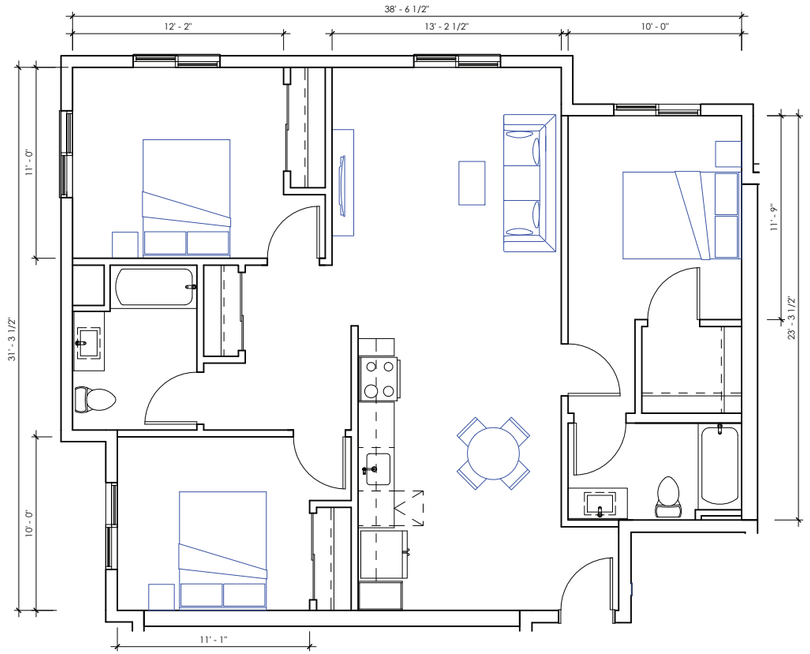
GROSS AREA: 732 SF

2 BED - A 1/4" = 1'-0" 2



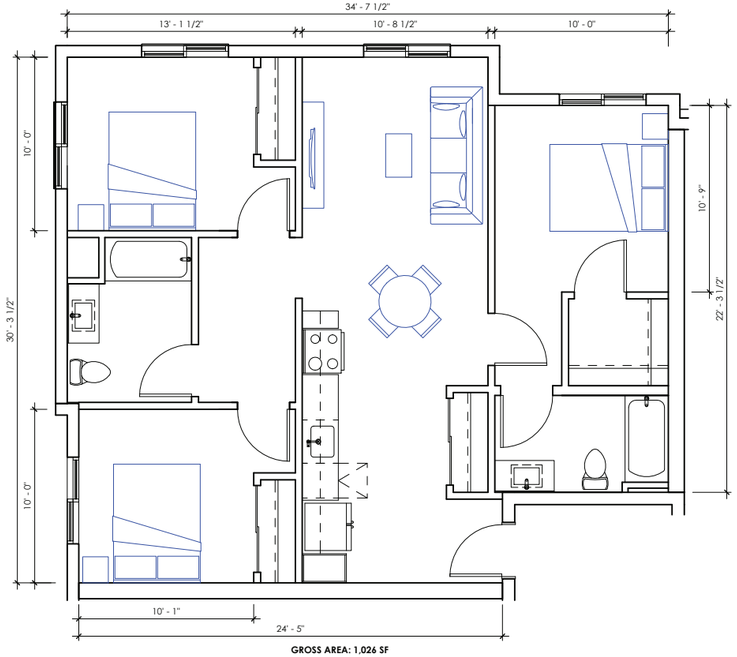
GROSS AREA: 599 SF

1 BED - A 1/4" = 1'-0" 1



GROSS AREA: 1,170 SF

3 BED - B 1/4" = 1'-0" 5



GROSS AREA: 1,026 SF

3 BED - A 1/4" = 1'-0" 4

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MATERIAL BOARD



BOARD & BATTEN SIDING
MANUFACTURE: JAMESHARDIE
PAINT COLOR: IGLOO - DEW 379



CEMENT PLASTER - 1
MANUFACTURE: DUNN-EDWARDS
COLOR: WHISPER - DEW 340



CEMENT PLASTER - 2
MANUFACTURE: DUNN-EDWARDS
COLOR: GRAY PEARL - DEC 795



CEMENT PLASTER - 3
MANUFACTURE: DUNN-EDWARDS
COLOR: GREENLAND - DE6286



CEMENT PLASTER - 4
MANUFACTURE: DUNN-EDWARDS
COLOR: STONISH - DE 6332



ASPHALT SHINGLE ROOF
MANUFACTURE: TIMBERLINE
COLOR: PEWTER-GRAY



DESIGN IMAGE FOR METAL PICKET FENCE
AND MASONRY RETAINING WALL ALONG
NORTH PROPERTY LINE



LIGHT POLE
MANUFACTURE: COOPER LIGHTING SOLUTIONS
NAME: LUMARK - PREVAIL DISCRETE LED
COLOR: BLACK

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SITE CONTEXT



1 - VIEW FROM THE CORNER OF PACIFIC ST & MIDAS AVE



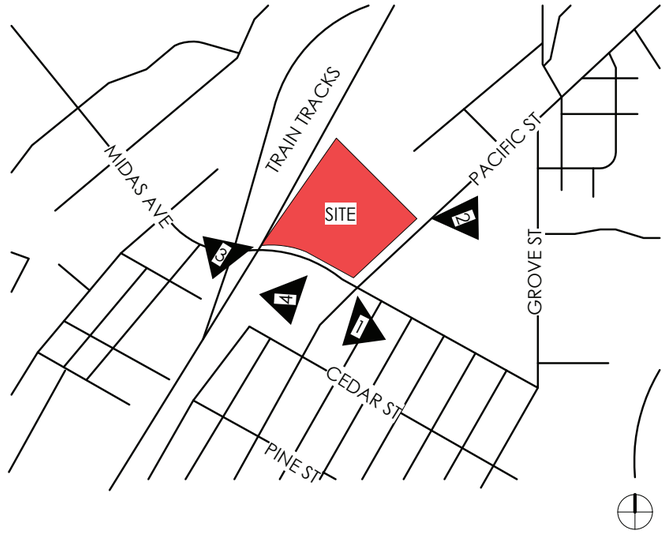
2 -VIEW FROM PACIFIC STREET



3 - VIEW FROM MIDAS AVE



4 - VIEW FROM MIDAS AVE



SITE CONTEXT MAP

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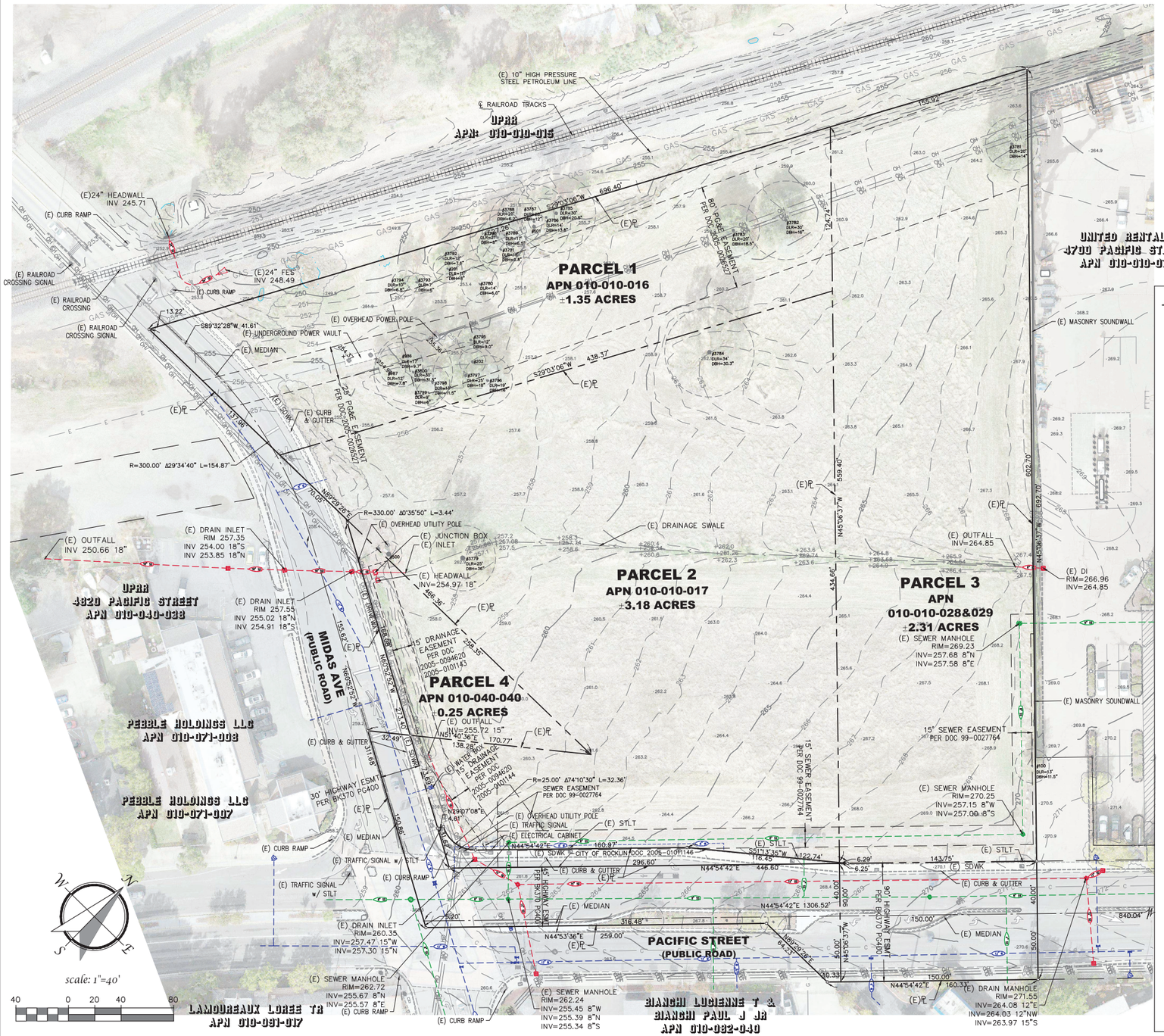
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FEMA FLOOD ZONE:

ZONE X (AREA OF MINIMAL FLOOD HAZARD) PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 06061C0961H, EFFECTIVE 11/2/2018.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH RECORD OF SURVEY NO. 2661, FILED IN BOOK 18 OF SURVEYS, AT PAGE 114, PLACER COUNTY RECORDS, ESTABLISHED BETWEEN STATIONS "R 2–2" AND "R 7–9", THE BEARING OF WHICH WAS CALCULATED AS N47°45'05"W.

CITY OF ROCKLIN BENCHMARK

CITY OF ROCKLIN STATION

BENCHMARK - R 2-2 (NGVD29): ▲ 280.28 FEET

BEING A FOUND PK NAIL & WASHER IN THE SOUTH END OF THE CONCRETE HEADWALL ON THE SOUTH SIDE OF SIERRA MEADOWS DRIVE AT SUCKER CREEK, AS SHOWN ON RECORD OF SURVEY NO. 2661, FILED IN BOOK 18 OF SURVEYS, AT PAGE 114, PLACER COUNTY RECORDS.

(NAVD 88 CONVERSION = NGVD + 2.56 FT)

LEGAL DESCRIPTION

PARCEL A1: (APN 010–010–016)
ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 18 WITH A LINE LYING PARALLEL TO AND 5000 FEET SOUTHEASTERLY OF THE CENTERLINE OF THE EAST BOUND TRACT OF THE RECONSTRUCTION OF THE CENTRAL PACIFIC RAILROAD BETWEEN ROCKLIN AND COLFAX, AS SHOWN ON RAILROAD MAP NO. V–112/S–8B, THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 29 DEGREES 34 MINUTES 00 SECONDS EAST 540.48 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 45 DEGREES 35 MINUTES 43 SECONDS EAST 124.74 FEET; THENCE SOUTH 28 DEGREES 34 MINUTES 00 SECONDS WEST 438.37 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 00 MINUTES 20 SECONDS WEST 137.96 FEET TO THE POINT OF BEGINNING.

PARCEL A2: (APN 010–010–017)
ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID SECTION 18 FROM WHICH POINT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 18 WITH A LINE LYING PARALLEL TO AND 50.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF THE EAST–BOUND TRACT OF THE RECONSTRUCTION OF THE CENTRAL PACIFIC RAILWAY BETWEEN ROCKLIN AND COLFAX, AS SHOWN ON RAILROAD MAP NO. V–112/S–8B BEARS SOUTH 89 DEGREES 00 MINUTES 20 SECONDS WEST 137.96 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 28 DEGREES 34 MINUTES 00 SECONDS EAST 438.37 FEET; THENCE SOUTH 45 DEGREES 35 MINUTES 43 SECONDS EAST 526.09 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF PACIFIC AVENUE (90 FEET WIDE); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 44 DEGREES 24 MINUTES 30 SECONDS WEST 938 FEET TO A POINT ON SAID SOUTHERLY LINE, THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 00 MINUTES 20 SECONDS WEST 64.09 FEET TO A POINT ON THE CENTERLINE OF PACIFIC AVENUE; THENCE LEAVING SAID SOUTHERLY LINE, ALONG SAID CENTERLINE OF PACIFIC AVENUE, SOUTH 44 DEGREES 24 MINUTES 30 SECONDS WEST 259.78 TO THE INTERSECTION WITH SAID CENTERLINE OF PACIFIC AVENUE WITH THE CENTERLINE OF MIDAS AVENUE (60 FEET WIDE); THENCE LEAVING SAID CENTERLINE OF PACIFIC AVENUE ALONG SAID CENTERLINE OF MIDAS AVENUE, NORTH 61 DEGREES 18 MINUTES 30 SECONDS WEST 156.89 FEET, THENCE LEAVING SAID CENTERLINE OF MIDAS AVENUE, NORTH 51 DEGREES 11 MINUTES 30 SECONDS EAST 170.77 FEET TO A POINT ON SAID SOUTHERLY LINE OF SECTION 18, THENCE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 00 MINUTES 20 SECONDS WEST 328.40 FEET TO THE POINT OF BEGINNING.

PARCEL A3: (APN 010–010–028 AND 029)
ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LINE LYING PARALLEL TO AND 50.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF WE EAST BOUND TRACT OF THE RECONSTRUCTION OF THE CENTRAL PACIFIC RAILWAY BETWEEN ROCKLIN AND COLFAX, AS SHOWN ON THE RAILROAD MAP NO. V–112/ S–8B, FROM WHICH POINT THE INTERSECT ON OF SAID SOUTHEASTERLY LINE WITH THE SOUTHERLY LINE OF SAID SECTION 18 BEARS SOUTH 28 DEGREES 34 MINUTES 00 SECONDS WEST 540.48 FEET, THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 28 DEGREES 34 MINUTES 00 SECONDS EAST 155.92 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 45 DEGREES 35 MINUTES 43 SECOND EAST 693.39 FEET TO POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF PACIFIC AVENUE (90 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY, SOUTH 44 DEGREES 24 MINUTES 30 SECONDS WEST 150.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY, NORTH 45 DEGREES 35 MINUTES 43 SECONDS WEST 650.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF PROPERTY CONVEYED IN THE GRANT DEED TO THE CITY OF ROCKLIN RECORDED ON AUGUST 02, 2005, AS INSTRUMENT NO. 2005–101146 OF OFFICIAL RECORD.

THE ABOVE DESCRIPTIONS ARE DESCRIBED IN LOT LINE ADJUSTMENT RECORDED DECEMBER 23, 1988, SERIES NO. 98–0109015, OFFICIAL RECORDS.

EXCEPTING FROM ALL OF THE ABOVE DESCRIBED PARCELS:

ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO DUST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE, AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS; AS RESERVED IN DEED RECORDED DECEMBER 31, 1998, SERIES NO. 98–0111831, OFFICIAL RECORDS.

PARCEL A–4: (APN 010–040–040)
A PARCEL OF LAND SITUATED IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 7 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LAND OF SOUTHERN PACIFIC COMPANY THAT IS THE MOST WESTERLY CORNER OF BLOCK AS SHOWN ON THAT PLAT OF THE WHITNEY ADDITION TO THE TOWN OF ROCKLIN, RECORDED ON OCTOBER 22, 1888 IN BOOK A OF MAPS, PAGE 18, PLACER COUNTY RECORDS, SAID POINT A IS ALSO THE MOST WESTERLY CORNER OF BLOCK AS SHOWN ON DRAWING NO. 0–2092 FROM SOUTHERN PACIFIC COMPANY PACIFIC LINES, DATED OCTOBER 1, 1965, REVISED OCTOBER 27, 1965 AND FURTHER REVISED ON JANUARY 16, 1967.

THENCE FROM STATE POINT OF BEGINNING NORTH 45 DEGREES 36 MINUTES 28 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK A, A DISTANCE OF 40.29 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF MIDAS AVENUE, THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING TWO (2) CONSECUTIVE COURSES:
1) NORTH 89 DEGREES 44 MINUTES 00 SECONDS EAST A DISTANCE OF 35141 FEET, THENCE
2) EASTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 29 DEGREES 42 MINUTES 00 SECONDS (TANGENT TO SAID CURVE AT LAST MENTIONED POINT IS LAST DESCRIBED COURSE) AN ARC DISTANCE OF 171.06 FEET (CHORD = SOUTH 75 DEGREES 25 MINUTES 00 SECONDS EAST, 169.15 FEET) TO THE TRUE POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY OF MIDAS AVENUE SOUTH 61 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF 168.20 FEET TO A POINT COMMON WITH THE BOUNDARY OF PARCEL A–2 AND THE NORTHERLY RIGHT OF WAY OF MIDAS AVENUE AS SAID PARCEL #25 SHOWN ON THAT LOT LINE ADJUSTMENT APPROVAL RECORDED PER DOCUMENT NUMBER 98–0109015 AND RECORDED IN A DEED PER DOCUMENT NUMBER 98–0111831; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY OF MIDAS AVENUE AND CONTINUING ALONG THE BOUNDARY OF SAID PARCEL #2 THE FOLLOWING TWO (2) CONSECUTIVE COURSES:
1) NORTH 51 DEGREE 11 MINUTES 30 SECONDS EAST A DISTANCE OF 138.30 FEET TO A POINT COMMON WITH THE NORTH SECTION OF SECTION 19, THENCE
2) SOUTH 89 DEGREES 00 MINUTES 20 SECONDS WEST A DISTANCE OF 258,02 FEET ALONG SAID NORTH SECTION LINE TO A POINT COMMON WITH THE NORTHERLY RIGHT OF WAY OF MIDAS AVENUE, THENCE FOLLOWING SAID NORTHERLY RIGHT OF WAY OF MIDAS AVENUE, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 31 MINUTES 32 SECONDS A DISTANCE OF 3.03 FEET (CHORD: SOUTH 61 DEGREES 34 MINUTES 16 SECONDS EAST, 3.03 FEET) TO THE TRUE POINT OF BEGINNING.

MIDAS APARTMENTS

PRELIMINARY EXISTING CONDITIONS C1

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 95677

Proposed By:
CYPRESS EQUITY INVESTMENTS
12121 WILSHIRE BLVD, SUITE 801
LOS ANGELES, CA 90025

WATERFORD
WATERFORD PROPERTY COMPANY
100 BAYVIEW CIRCLE, SUITE 4500
NEWPORT BEACH, CA 92660

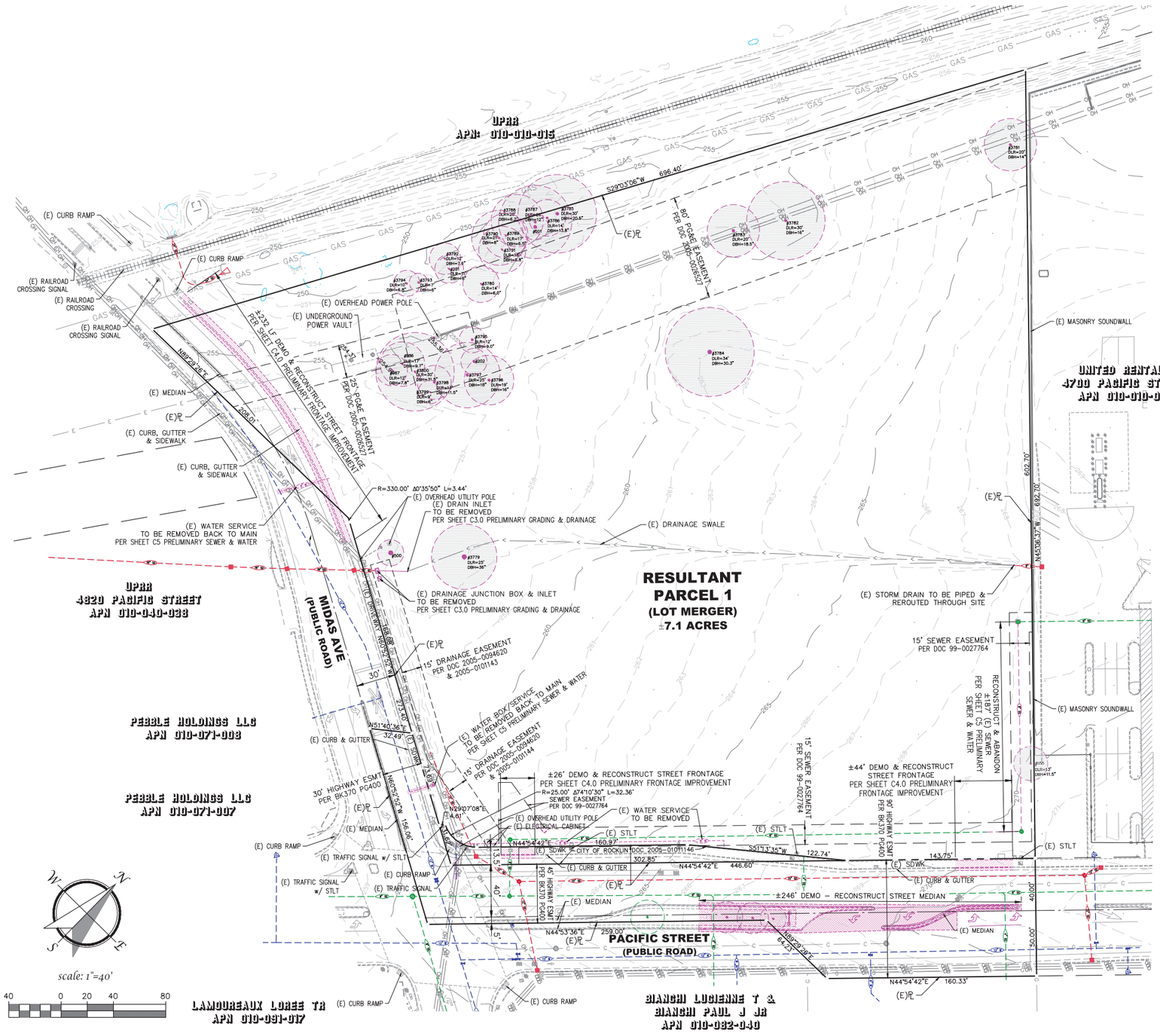
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FUHRMAN LEAMY LAND GROUP · DESIGN · SERVICE · SOLUTIONS — LANDSCAPE ARCHITECT

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Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

SECOND SUBMITTAL - MAY 11, 2026

1285

P:\Projects\581–001\02 DWG\B– Planning\FIG\C1 Existing Conditions.dwg, Denisa, 07:33:21, 05–13–26



DEMO LEGEND:

TREE TO REMAIN

UNPROTECTED TREE TO BE REMOVED
100
200
201
201
202
500
501
3779

PROTECTED TREE TO BE REMOVED
986
987
3780
3781
3782
3783
3784 (472)
3785 (471)
3786
3787
3788
3789
3790
3791
3792
3793
3794
3795
3796
3797
3798
3799
3800

1. LINEWORK AS SHOWN IN MAGENTA INDICATES IMPROVEMENTS AND/OR UTILITIES PROPOSED FOR DEMOLITION.
2. EXISTING UTILITIES THAT ARE NO LONGER USED FOR PROPOSED PROJECT ARE PROPOSED TO BE ABANDONED BACK TO THE MAIN.
3. PUBLIC SEWER FROM ADJACENT PROPERTY (UNITED RENTALS, 4700 PACIFIC STREET, APN 010-010-019) SHALL BE RECONSTRUCTED PER PROPOSED SHEET c5 PRELIMINARY SEWER & WATER EXHIBIT. EXISTING SEWER SHALL BE ABANDONED PER SPMUD STANDARDS.
4. OFFSITE STORM DRAIN FROM ADJACENT PROPERTY (UNITED RENTALS, 4700 PACIFIC STREET, APN 010-010-019) SHALL BE PIPED UNDERGROUND AND REROUTED THROUGH THE SITE PER SHEET C3.0 GRADING AND DRAINAGE EXHIBIT.
5. (E) PCWA WATER SERVICE (DISCONTINUED) SHALL BE REMOVED BACK TO THE MAIN PER PCWA STANDARDS.

MIDAS APARTMENTS

PRELIMINARY DEMOLITION PLAN C2

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 95677

Proposed By:
CYPRESS EQUITY INVESTMENTS
12121 WILSHIRE BLVD, SUITE 801
LOS ANGELES, CA 90025

WATERFORD PROPERTY COMPANY
100 BAYVIEW CIRCLE, SUITE 4500
NEWPORT BEACH, CA 92660

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SECOND SUBMITTAL - MAY 11, 2026

P:\Projects\581-001\02 DWG\B- Planning\FIG\C2 Demo Plan.dwg, Denisa, 07:33:33, 05-13-26

GRADING AND DRAINAGE NOTES

D1 ADJACENT UNITED RENTALS PROPERTY IS AN UPLAND DRAINAGE SHED CONSISTING OF ±1.6 ACRES OF IMPERVIOUS SURFACE (YARD, PARKING LOT, AND BUILDING). THIS DRAINAGE SHED DISCHARGES ONTO THE SUBJECT PROPERTY VIA 8" STORM DRAIN. BISECTING THE PROPERTY IS A MANMADE GRADED DITCH IN WHICH STORMWATER FLOWS FROM BOTH THE ADJACENT PROPERTY AND PORTION OF THE SUBJECT PROPERTY CONVEYED TOWARDS MIDAS AVE. WHERE THIS SURFACE FLOW ENTERS THE PUBLIC STORM DRAIN SYSTEM.

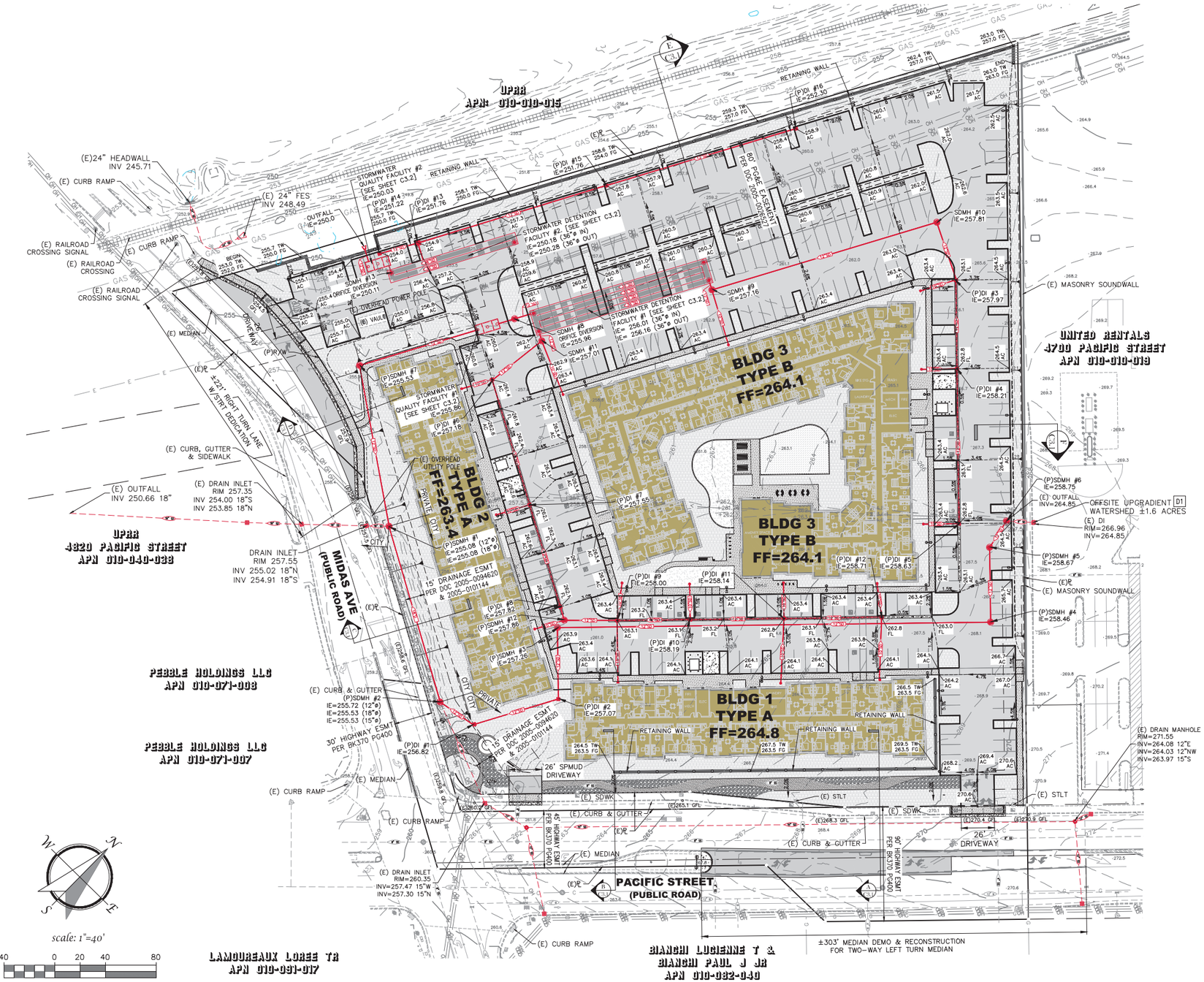
PROJECT PROPOSES STAND ALONE STORM DRAIN SYSTEM TO CONVEY DRAINAGE THROUGH SUBJECT PROJECT.

GRADING AND DRAINAGE LEGEND

DESCRIPTION	PROPOSED	EXISTING
DESIGN ELEVATION	130.0 FG	(98.0) GFL
CONTOUR	130	130
STORM DRAIN (PRIVATE)	12" SD	12" S.D.
STORM DRAIN (PUBLIC)	12" D	
MANHOLE		
DROP INLET		
GRADE BREAK		

SITE LEGEND:

- ASPHALT PAVEMENT
- BUILDING AREA
- LANDSCAPE AND EXISTING VEGETATION AREAS
- CONCRETE SIDEWALK/HARDSCAPE
- CONCRETE PAVEMENT



MIDAS APARTMENTS

PRELIMINARY GRADING & DRAINAGE C3.0

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 95677

Proposed By:

CYPRESS EQUITY INVESTMENTS
12121 WILSHIRE BLVD, SUITE 801
LOS ANGELES, CA 90025

WATERFORD PROPERTY COMPANY
100 BAYVIEW CIRCLE, SUITE 4500
NEWPORT BEACH, CA 92660

In Association With:

HRGA ARCHITECT

FUHRMAN LEAMY LAND GROUP
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LANDSCAPE ARCHITECT

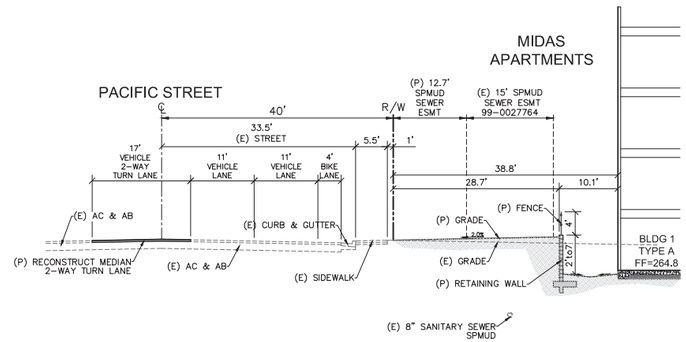
TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

SECOND SUBMITTAL - MAY 11, 2026

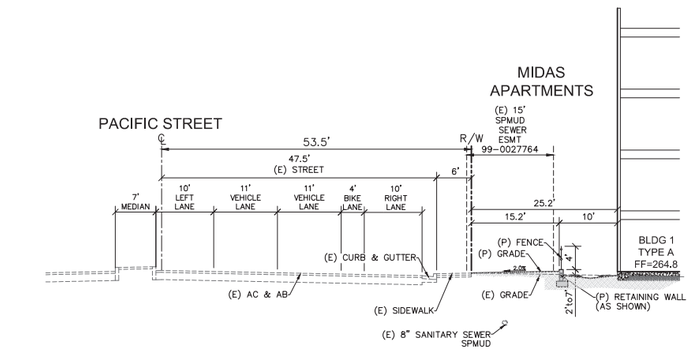
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P:\Projects\581-001\02 DWG\B- Planning\FIG\C3 Grading & Drainage.dwg, Denisa, 07:33:47, 05-13-26

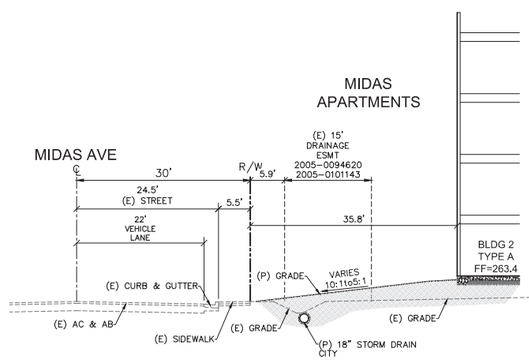
TYPICAL SECTION A/C3.1



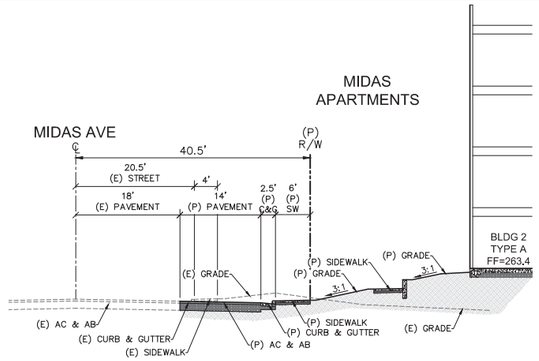
TYPICAL SECTION B/C3.1



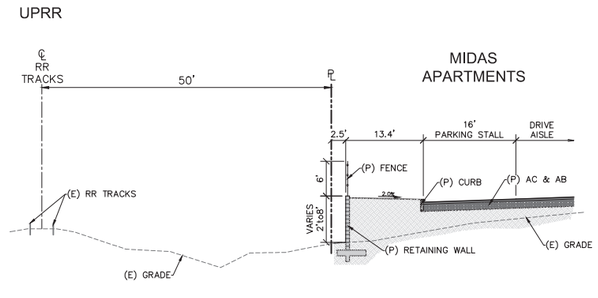
TYPICAL SECTION C/C3.1



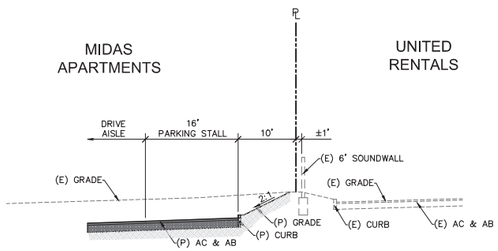
TYPICAL SECTION D/C3.1



TYPICAL SECTION E/C3.1



TYPICAL SECTION F/C3.1



MIDAS APARTMENTS — CONCEPTUAL GRADING & DRAINAGE SECTIONS C3.1

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 95677

Proposed By:
CYPRESS EQUITY INVESTMENTS
12121 WILSHIRE BLVD, SUITE 801
LOS ANGELES, CA 90025

WATERFORD PROPERTY COMPANY
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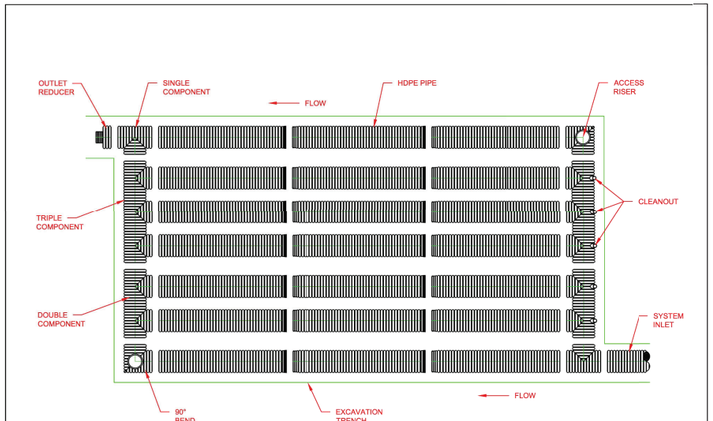
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SECOND SUBMITTAL - MAY 11, 2026

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STORMWATER DETENTION FACILITY: ADS



NOTES:

1. FOR INSTALLATION RECOMMENDATIONS, SEE 702 RETENTION-DETENTION SYSTEM (CROSS-SECTION) AND 703 RETENTION-DETENTION SYSTEM (RISER AND CLEANOUTS)

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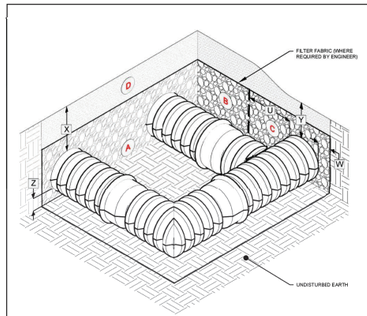
REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D
2	GENERAL UPDATES AND RENAMED	TJR	02/19/16	-

RETENTION-DETENTION SYSTEM (PLAN VIEW)

DRAWING NUMBER: STD-701

ADS Advanced Drainage Systems, Inc. 4640 TRUEMAN BLVD HILLIARD, OHIO 43026

DRN BY: TJR | DSN: 03/1-/07 | CHK'D: CH | N'TS



		NOMINAL DIAMETER		
		12-24" (300-600 mm)	30-36" (750-900 mm)	42-60" (1050-1500 mm)
U	MIN. FITTINGS EMBEDMENT LIMIT	12" (305 mm)	12" (305 mm)	12" (305 mm)
W	TYPICAL SIDE WALL	8-10" (203-235 mm)*	16" (457 mm)	16" (457 mm)
X	MIN. PIPE COVER DEPTH UNDER NON-TRAFFIC	12" (305 mm)	12" (305 mm)	12" (305 mm)
X	MIN. PIPE COVER DEPTH UNDER TRAFFIC	12" (305 mm)	12" (305 mm)	12-24" (305-610 mm)**
X	MAX. PIPE COVER DEPTH	REFERENCE TECH NOTE(S) 2.01, 2.02, 2.04, OR 2.05		
Y	MIN. FITTINGS COVER DEPTH UNDER NON-TRAFFIC	12" (305 mm)	12" (305 mm)	12" (305 mm)
Y	MIN. FITTINGS COVER DEPTH UNDER TRAFFIC	12" (305 mm)	12" (305 mm)	24" (610 mm)
Y	MAX. FITTINGS COVER DEPTH***	8' (2.4 m)	8' (2.4 m)	8' (2.4 m)
Z	BEDDING DEPTH	4" (102 mm)	6" (152 mm)	6" (152 mm)

* TYPICAL SIDE WALLS FOR 18" AND 24" PIPE SYSTEMS ARE 9" (230 mm) AND 12" (305 mm), RESPECTIVELY
** 24" MINIMUM PIPE COVER DEPTH UNDER TRAFFIC IS REQUIRED FOR 60" SYSTEMS ONLY
*** MAY INCREASE BASED ON SPECIFIC FITTINGS CONFIGURATION. CONTACT AN ADS REPRESENTATIVE FOR ADDITIONAL DETAILS

NOTES:

1. ALL REFERENCES TO CLASS I OR II MATERIALS ARE PER ASTM D2321 "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST EDITION.
2. ALL REFERENCES TO AASHTO MATERIAL SPECIFICATIONS ARE PER AASHTO M43 AND M145 GRADATIONS, LATEST EDITION.
3. ALL RETENTION AND DETENTION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, LATEST EDITION AND THE MANUFACTURER'S PUBLISHED INSTALLATION GUIDELINES.
4. MEASURES SHOULD BE TAKEN TO PREVENT THE MIGRATION OF NATIVE FINES INTO THE BACKFILL MATERIAL, WHEN REQUIRED. SEE ASTM D2321.
5. FILTER FABRIC: A GEOTEXTILE FABRIC MAY BE USED AS SPECIFIED BY THE ENGINEER TO PREVENT THE MIGRATION OF FINES FROM THE NATIVE SOIL INTO THE SELECT BACKFILL MATERIAL.
6. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I OR II. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER.
7. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I OR II IN THE PIPE ZONE EXTENDING NOT LESS THAN 6" (152 mm) ABOVE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION. IF DIFFERENT FILL IS USED IN ZONES B AND C, FILTER FABRIC MAY BE USED AS SPECIFIED BY THE ENGINEER PER NOTE 5.
8. MINIMUM COVER: MINIMUM COVER OVER ALL RETNETION/DETENTION SYSTEMS IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOATATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER IS 12" UP TO 36" DIAMETER PIPE AND 24" OF COVER FOR 42" - 60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT. MAXIMUM FILL HEIGHT IS LIMITED TO 8 FT (2.4 m) OVER FITTINGS FOR TYPICAL SYSTEM INSTALLATIONS. **PLEASE NOTE THESE LIMITS APPLY TO ALL FITTINGS WITHIN SYSTEMS LIMITS, AND NOT JUST MANIFOLD FITTINGS.** CONTACT AN ADS REPRESENTATIVE WHEN MAXIMUM FILL HEIGHTS EXCEED 8 FT (2.4 m) FOR INSTALLATION CONSIDERATIONS.

ACCEPTABLE FILL MATERIALS

	MATERIAL LOCATION	ASTM MATERIAL CLASSIFICATION	AASHTO MATERIAL CLASSIFICATION	COMPACTION / DENSITY REQUIRED
D	**FINAL FILL:** FINAL FILL LIMITS START FROM THE TOP OF THE INITIAL BACKFILL LAYER AND END AT THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF FINAL FILL	N/A[2]	N/A[2]	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE SPECIFIC MATERIAL AND PREPARATION REQUIREMENTS.
C	**HAUNCH / EMBEDMENT:** FILL SURROUNDING THE SYSTEM FITTINGS FROM THE INVERT (BOTTOM) UP TO NO LESS THAN 6" ABOVE THE CROWN (TOP) OF THE FITTINGS	CLASS I OR II[1]	AASHTO M145 A1, A3 OR AASHTO M43 A5, A6, A56, A57, A67	COMPACT IN MAXIMUM 8" (203 mm) LOOSE LIFTS TO A MINIMUM OF 95% OF MAXIMUM STANDARD PROCTOR DENSITY
B	**PIPE EMBEDMENT:** FILL SURROUNDING THE SYSTEM PIPE FROM THE INVERT (BOTTOM) UP TO NO LESS THAN 6" ABOVE THE CROWN (TOP) OF THE PIPE	CLASS I OR II	AASHTO M145 A1, A3 OR AASHTO M43 A5, A6, A56, A57, A67	COMPACT PER THE LATEST EDITION OF ASTM D2321 SPECIFICATIONS
A	**BEDDING:** FILL BELOW THE PIPE FROM THE SUBGRADE UP TO THE INVERT (BOTTOM) OF THE PIPE	CLASS I OR II[1]	AASHTO M145 A1, A3 OR AASHTO M43 A5, A6, A56, A57, A67	COMPACT TO 90% STANDARD PROCTOR DENSITY

PLEASE NOTE:
1. 60" (1500 mm) PIPE SYSTEMS ARE LIMITED TO ASTM D2321 CLASS I (AASHTO M43 AS OR A56) BACKFILL MATERIALS ONLY
2. MATERIAL SPECIFICATIONS INCLUDE ANY SOIL/ROCK MATERIALS. NATIVE SOILS OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.

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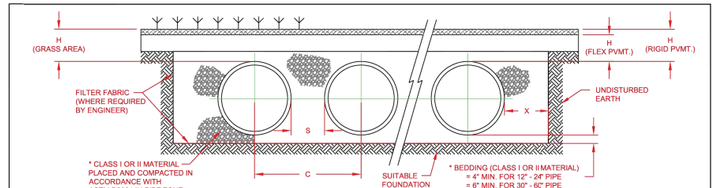
REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D

RETENTION-DETENTION (SYSTEM INSTALLATION)

DRAWING NUMBER: STD-705

ADS Advanced Drainage Systems, Inc. 4640 TRUEMAN BLVD HILLIARD, OHIO 43026

DRN BY: GGC | DSN: 09/08/21 | CHK'D: SDL | N'TS | SHEET: 1 OF 1



NOTES:

1. ALL REFERENCES TO CLASS I OR II MATERIAL ARE PER ASTM D2321 "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST EDITION.
2. ALL RETENTION AND DETENTION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, LATEST EDITION AND THE MANUFACTURER'S PUBLISHED INSTALLATION GUIDELINES.
3. MEASURES SHOULD BE TAKEN TO PREVENT THE MIGRATION OF NATIVE FINES INTO THE BACKFILL MATERIAL, WHEN REQUIRED. SEE ASTM D2321.
4. FILTER FABRIC: A GEOTEXTILE FABRIC MAY BE USED AS SPECIFIED BY THE ENGINEER TO PREVENT THE MIGRATION OF FINES FROM THE NATIVE SOIL INTO THE SELECT BACKFILL MATERIAL.
5. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
6. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I OR II. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm); 6" (150mm) FOR 30"-60" (750mm-1500mm).
7. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I OR II IN THE PIPE ZONE EXTENDING NOT LESS THAN 6" ABOVE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.
8. MINIMUM COVER: MINIMUM COVER OVER ALL RETNETION/DETENTION SYSTEMS IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOATATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER IS 12" UP TO 36" DIAMETER PIPE AND 24" OF COVER FOR 42" - 60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

NOMINAL DIAMETER	NOMINAL O.D.	TYPICAL SPACING "S"	NOMINAL SPACING "C"	TYPICAL SIDE WALL "X"	H (NON-TRAFFIC)	H (TRAFFIC)
12" (300mm)	14.5" (368mm)	11" (279mm)	25.5" (648mm)	8" (203mm)	12" (305mm)	12" (305mm)
15" (375mm)	18" (457mm)	11.5" (292mm)	29.0" (737mm)	8" (203mm)	12" (305mm)	12" (305mm)
18" (450mm)	21" (533mm)	17.0" (432mm)	38.0" (965mm)	9" (229mm)	12" (305mm)	12" (305mm)
24" (600mm)	28" (711mm)	14.0" (356mm)	41.5" (1054mm)	10" (254mm)	12" (305mm)	12" (305mm)
30" (750mm)	36" (914mm)	18" (457mm)	53.0" (1346mm)	18" (457mm)	12" (305mm)	12" (305mm)
36" (900mm)	42" (1067mm)	22" (559mm)	63.0" (1600mm)	18" (457mm)	12" (305mm)	12" (305mm)
42" (1050mm)	48" (1219mm)	24" (610mm)	72.0" (1829mm)	18" (457mm)	12" (305mm)	24" (618mm)
48" (1200mm)	54" (1372mm)	29" (635mm)	78.5" (1994mm)	18" (457mm)	12" (305mm)	24" (618mm)
60" (1500mm)	67" (1702mm)	24" (610mm)	90" (2286mm)	18" (457mm)	12" (305mm)	24" (618mm)

* CLASS I BACKFILL REQUIRED AROUND 60" DIAMETER FITTINGS.

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REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D
4	GENERAL UPDATES AND RENAMED	TJR	02/19/16	

RETENTION-DETENTION SYSTEM (CROSS-SECTION)

DRAWING NUMBER: STD-702

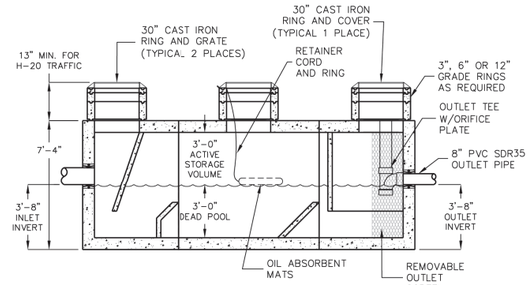
ADS Advanced Drainage Systems, Inc. 4640 TRUEMAN BLVD HILLIARD, OHIO 43026

DRN BY: AWM | DSN: 07.25.06 | CHK'D: - | N'TS | SHEET: OF

STORMWATER QUALITY FACILITY: JENSEN - STORM VAULT

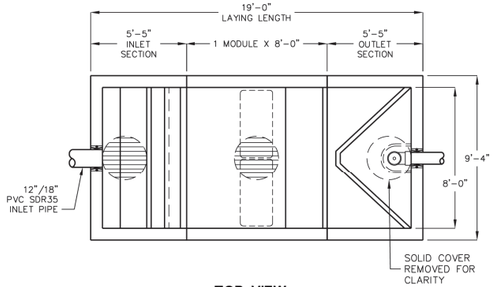
stormVault™

MODEL SV68X1



SECTION VIEW

CUT AWAY



TOP VIEW

COVERS AND RISERS REMOVED

U.S. PATENT NO.
6,350,374
OTHER U.S. AND FOREIGN
PATENTS PENDING.

FOR COMPLETE DESIGN
AND PRODUCT INFORMATION
CONTACT JENSEN PRECAST.

1/15/03
sv68x1.dwg
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DESIGN LOAD: H-20 TRAFFIC FROM 13" TO 6' SOIL COVER.

NOTE:
ACCESS TO ALL VAULT SECTIONS WILL BE PROVIDED BY 30" MANHOLES UNLESS OTHERWISE SPECIFIED.

JENSEN PRECAST®

MIDAS APARTMENTS

CONCEPTUAL GRADING & DRAINAGE DETAILS C3.2

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 95677

Proposed By:
CYPRESS EQUITY INVESTMENTS
12121 WILSHIRE BLVD, SUITE 801
LOS ANGELES, CA 90025

WATERFORD PROPERTY COMPANY
100 BAYVIEW CIRCLE, SUITE 4500
NEWPORT BEACH, CA 92660

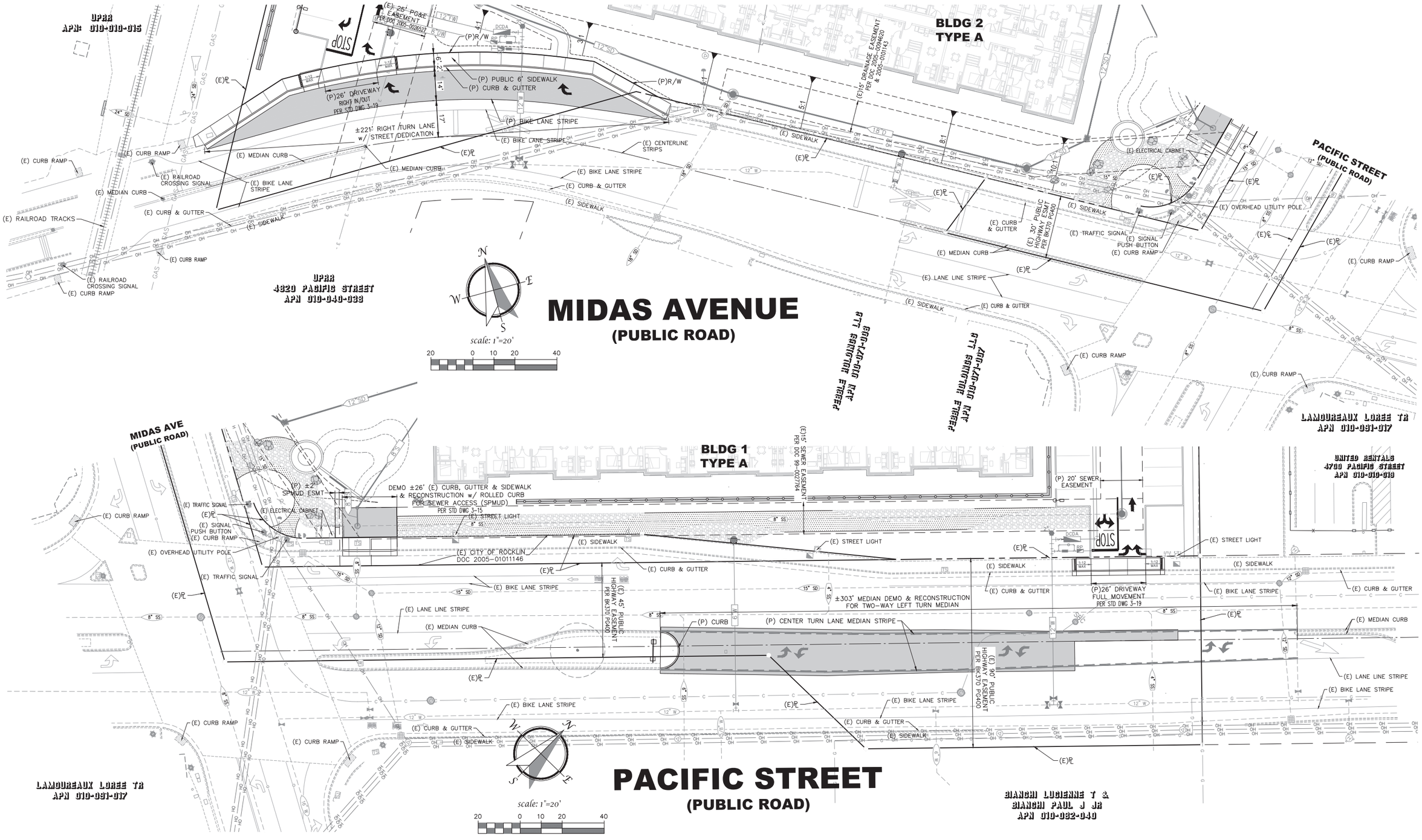
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Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

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1289

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MIDAS APARTMENTS

PRELIMINARY FRONTAGE IMPROVEMENTS C4.0

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 95677

Proposed By:

CYPRESS EQUITY INVESTMENTS
12121 WILSHIRE BLVD, SUITE 801
LOS ANGELES, CA 90025

WATERFORD PROPERTY COMPANY
100 BAYVIEW CIRCLE, SUITE 4500
NEWPORT BEACH, CA 92660

In Association With:

HRGA
ARCHITECT

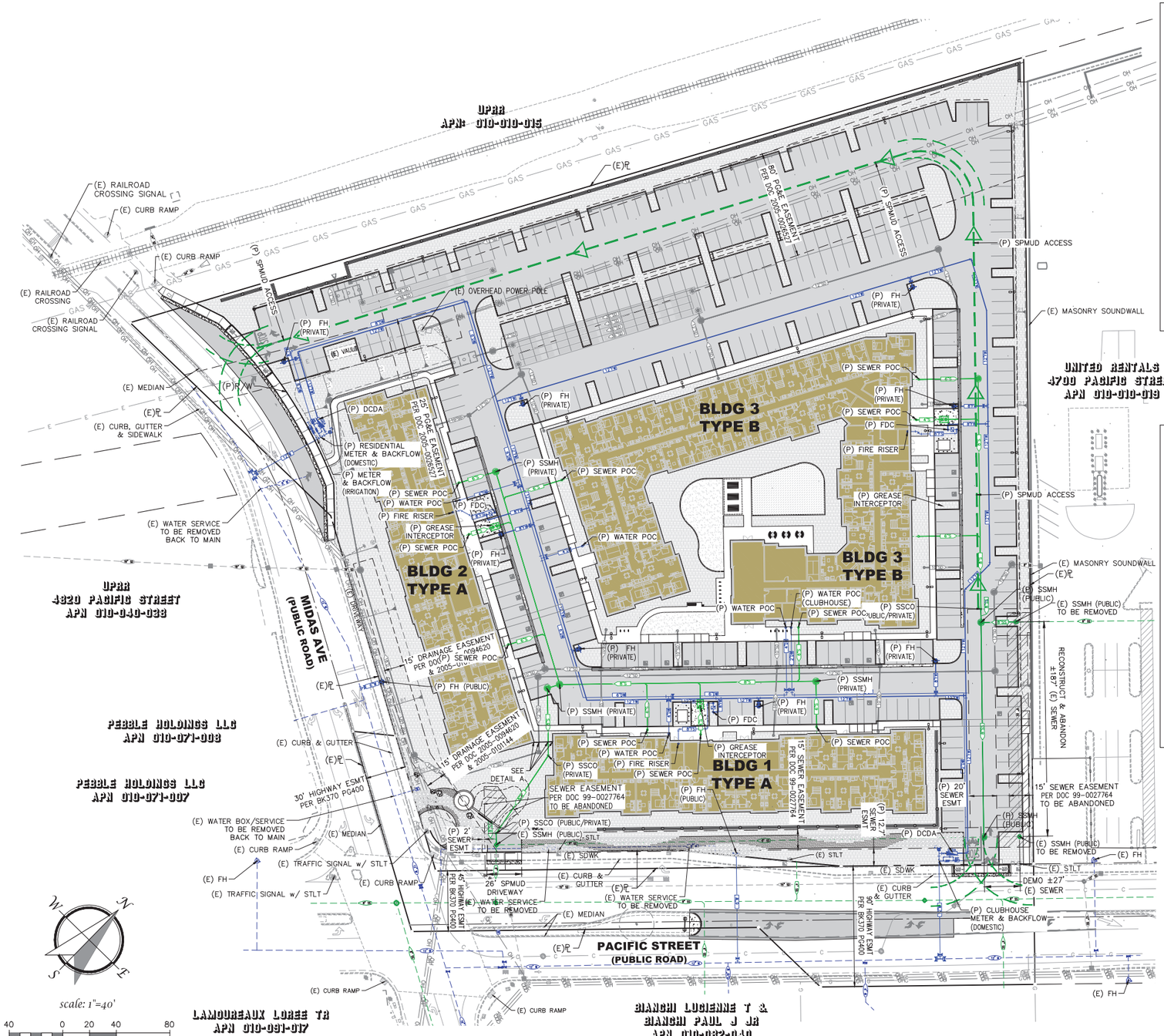
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expect more.
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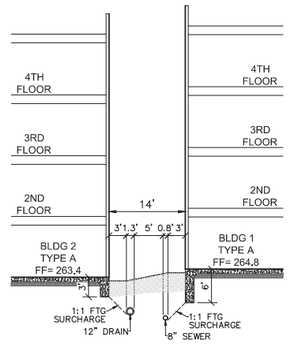
SECOND SUBMITTAL - MAY 11, 2026

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P:\Projects\581-001\02 DWG\B- Planning\FIG\C4 Frontage.dwg, Denisa, 07:34:20, 05-13-26



DETAIL A - BLDG 1 & 2 AND UTILITY CLEARANCE



SEWER & WATER LEGEND

DESCRIPTION	PROPOSED	EXISTING
SEWER LINE (SPUMD)	8"SS	8" SS
SEWER LINE (PRIVATE)	8"S	
SEWER MANHOLE	●	●
SEWER CLEANOUT	•	
WATER MAIN (PCWA)	12"W	12"W
FIRE WATER (PRIVATE)	12"FW	
DOMESTIC WATER LINE (PRIVATE)	6"DW	
FIRE SERVICE (PRIVATE)	8"FS	
FIRE HYDRANT		
FIRE DEPARTMENT CONNECTION		
FIRE WATER BACKFLOW	DCDA	
METER & BACKFLOW DEVICE	RP	W
SPMUD MAINTENANCE VEHICLE APPARATUS TURN RADIUS R-50' OUTSIDE R-36' INSIDE	R=50' (TYP) R=36' (TYP)	

SPMUD SANITARY SEWER NOTES

1. ONSITE SANITARY SEWER SERVING BUILDINGS IS PROPOSED TO BE PRIVATE FACILITIES OWNED AND MAINTAINED BY OWNER. PRIVATE SEWER SHALL BE DESIGNED PER SPMUD STANDARDS FOR UPPER LATERALS.

2. SPMUD SEWER FACILITIES ONSITE SHALL BE LOCATED WITHIN SPMUD EASEMENT AND CONSTRUCTED PER SPMUD STANDARDS

3. SPMUD SHALL BE PROVIDED AN AGREED UPON SPMUD ACCESS EASEMENT WHICH ALLOWS SPMUD VEHICLES TO ACCESS SPMUD FACILITIES AND SPMUD EASEMENTS, NAVIGATE THE PROPERTY FROM PACIFIC STREET TO MIDAS AVE.

4. SPMUD SEWER FACILITIES ALONG PACIFIC STREET SUMMARY:
   * SPMUD SHALL BE GRANTED AN EASEMENT TO EXTEND BETWEEN THE EXISTING SPMUD EASEMENT & STREET RIGHT OF WAY.
   * SPMUD SHALL BE GRANTED A ±2' EASEMENT AT THE SOUTHERLY MANHOLE SLONG PACIFIC STREET PROVIDING 10-FEET OF EASEMENT AS MEASURE FROM THE SEWER MAIN.
   * SPMUD SHALL BE PROVIDED A 20' WIDE 3' AC ON 8' AB ACCESS ROAD TO THE SOUTHERLY MANHOLE ON PACIFIC STREET.
   * ALONG THE STREET FRONTAGE ON PACIFIC STREET. ENCUMBERED BY THE EXISTING SPMUD EASEMENT THE PROJECT PROPOSES A MIX OF DECOMPOSED GRANITE, CRUSH ROCK (GRAVEL), AND SMALL SHRUBS PLANTS TO BE LOCATED OVER THE 8' SEWER MAIN.
   * SPMUD HAS AGREED TO ABANDON PORTIONS OF EXISTING SPMUD EASEMENTS SHOWN HEREON.

PCWA WATER NOTES

1. ONSITE DOMESTIC WATER & FIRE WATER IS PROPOSED TO BE PRIVATE FACILITIES OWNED AND MAINTAINED BY OWNER.

2. RESIDENTIAL UNITS SHALL BE SERVED DOMESTIC WATER FROM A SINGLE SERVICE, METER, AND BACKFLOW.

3. CLUBHOUSE SHALL BE SERVED DOMESTIC WATER FROM A SINGLE SERVICE, METER, AND BACKFLOW.

4. IRRIGATION SHALL BE SERVED DOMESTIC WATER FROM A SINGLE SERVICE, METER, AND BACKFLOW.

MIDAS APARTMENTS

PRELIMINARY SEWER & WATER C5.0

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 95677

Proposed By:
CYPRESS EQUITY INVESTMENTS
12121 WILSHIRE BLVD, SUITE 801
LOS ANGELES, CA 90025

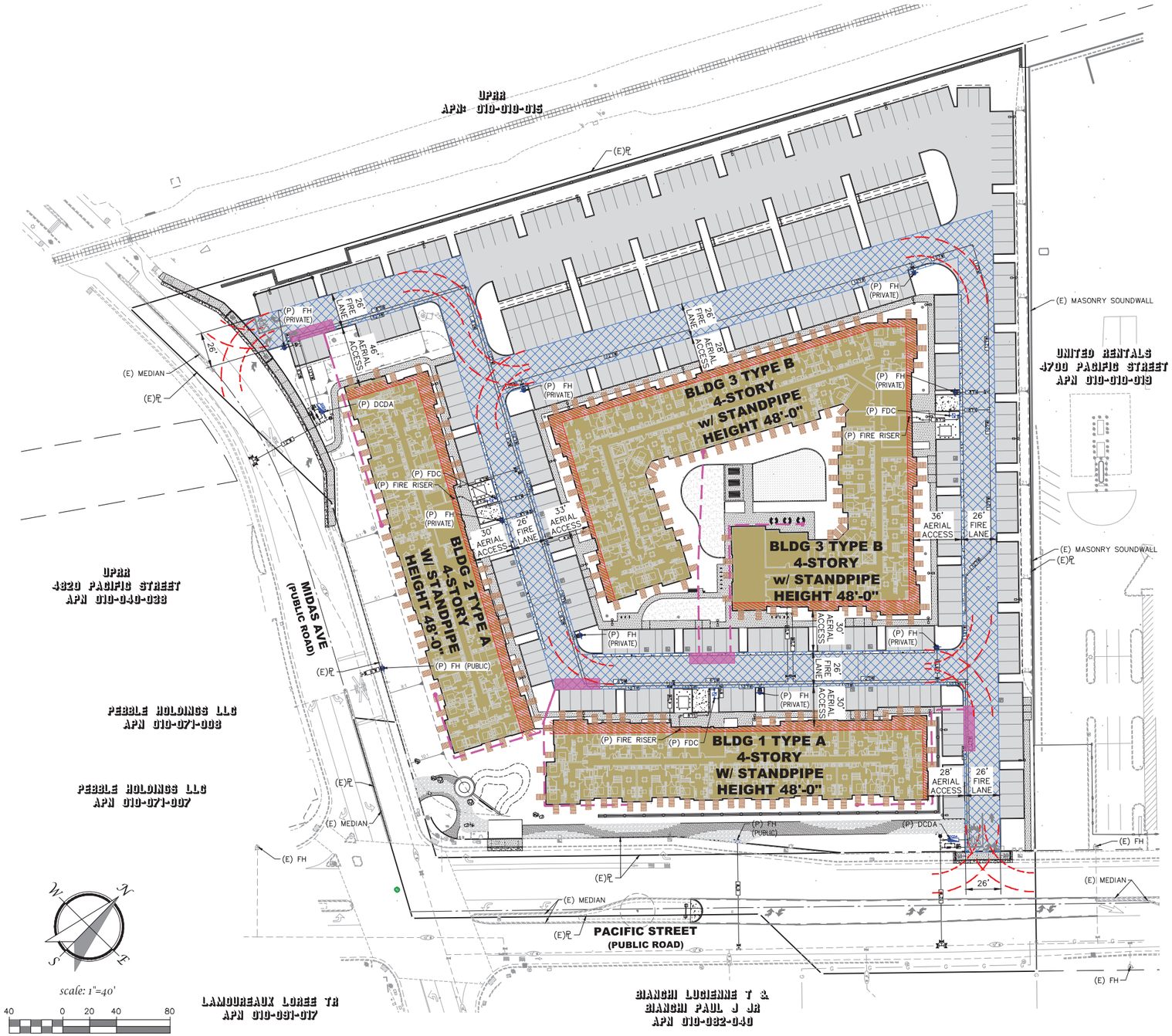
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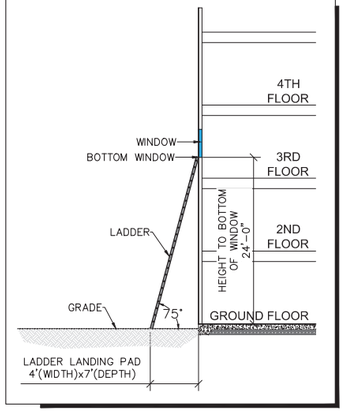
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P:\Projects\581-001\02 DWG\B- Planning\FIG\C5 Sewer & Water.dwg, Denisa, 07:34:35, 05-13-26



3RD FLOOR LADDER PAD DETAIL



FIRE & WATER LEGEND

DESCRIPTION	PROPOSED	EXISTING
WATER MAIN (PCWA)	12"W	12"W
FIRE WATER (PRIVATE)	12"FW	
DOMESTIC WATER LINE (PRIVATE)	6"DW	
FIRE SERVICE (PRIVATE)	8"FS	
FIRE HYDRANT		
FIRE DEPARTMENT CONNECTION		
FIRE WATER BACKFLOW	DCDA	
METER & BACKFLOW DEVICE	RP	W
FIRE APPARATUS TURN RADIUS R-50' OUTSIDE R-36' INSIDE	R=50' (TYP) R=36' (TYP)	
FIRE LANE WIDTH - 26-FOOT (BLDG 30-FOOT OR HIGHER) FIRE SETBACK CFC D105.3 - 15' MIN AND 30' MAX		
GROUND LADDER LANDING TO ACCESS SECOND & THIRD FLOOR RESCUE WINDOWS ACHIEVING A 75-DEGREE CLIMBING ANGLE.		
FIRE LANE		
150' FIRE HOSE REACH		
POSSIBLE FIRE ENGINE APPARATUS STAGING AREA		
AERIAL ACCESS SIDE OF BLDG	AERIAL ACCESS SIDE OF STRUCTURE (TO BUILDING EAVES)	

FIRE ACCESS LANE NOTES

AERIAL APPARATUS ACCESS ROADS SHALL COMPLY WITH THE FOLLOWING:

APPENDIX D OF THE 2025 CFC

FIRE APPARATUS ACCESS ROADS SHALL BE CAPABLE OF SUPPORTING AN IMPOSED VEHICLE LOAD OF 73,000 GVW, BE COMPACTED TO 95%, AND BE SURFACED TO PROVIDE ALL-WEATHER DRIVING CAPABILITIES.

ROAD SHALL EXTEND TO WITHIN 150' OF ALL PORTIONS OF THE BUILDING AND ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY OF THE BUILDING AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR.

THE REQUIRED TURNING RADIUS FOR FIRE APPARATUS ACCESS ROADS IS 36' INSIDE AND 50' OUTSIDE. RADII SHALL BE ILLUSTRATED ON PLANS.

FIRE LANES SHALL BE PAINTED RED AND NO PARKING – FIRE LANE MARKED IN WHITE PAINTED, SPACED EVERY 25-FEET ON CENTER OR NO PARKING – FIRE LANE SIGNS SHALL BE PROVIDED, SPACED EVERY 50-FEET ON-CENTER.

AERIAL APPARATUS ACCESS SHALL BE PROVIDED IN ACCORDANCE 2022 CFC, APPENDIX D, SECTION D105.3. ILLUSTRATE DISTANCES FROM ACCESS ROAD TO ROOF FOR EACH APARTMENT BUILDING.

APPARATUS ACCESS ROADS SHALL NOT EXCEED 10% SLOPE AND SHALL NOT EXCEED A DELTA CHANGE OF 5% OVER 5'.

FIRE CODE SITE/BUILDING ANALYSIS:

BUILDING	GROSS AREA	OCCUPANCY TYPE	CONSTRUCTION TYPE	BUILDING HEIGHT	# OF STORIES
TYPE A	64,740 SF	R2	V-A	55'-6"	4
TYPE B	133,168 SF	R2	V-A	55'-6"	4

BUILDING IS SPRINKLERED. ALL BUILDINGS WILL HAVE A FIRE ALARM SYSTEM.
2025 CBC, 2025 CMC, 2025 CPC, 2025 CEC, 2025 CFC, 2025 CGBSC. 2025 CFC, AND NFPA STANDARDS

2025 CFC SITE FIRE FLOW REQUIREMENTS:
APPENDIX B – TABLE B105.1(2) SITE FIRE-FLOW = 6,500 GPM FOR 4 HOURS

REDUCTION TO 50% OF SITE FIRE FLOW, NO LESS THAN 1,500 = 3,250 GPM FOR 4 HOURS

TABLE C102.1 – NUMBER & DISTRIBUTION OF FIRE HYDRANTS = MINIMUM 3
TABLE C102.1 – AVERAGE SPACING OF FIRE HYDRANTS = 400 FT.

MIDAS APARTMENTS

PRELIMINARY FIRE ACCESS PLAN C6.0

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ROCKLIN CA 95677

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LOS ANGELES, CA 90025

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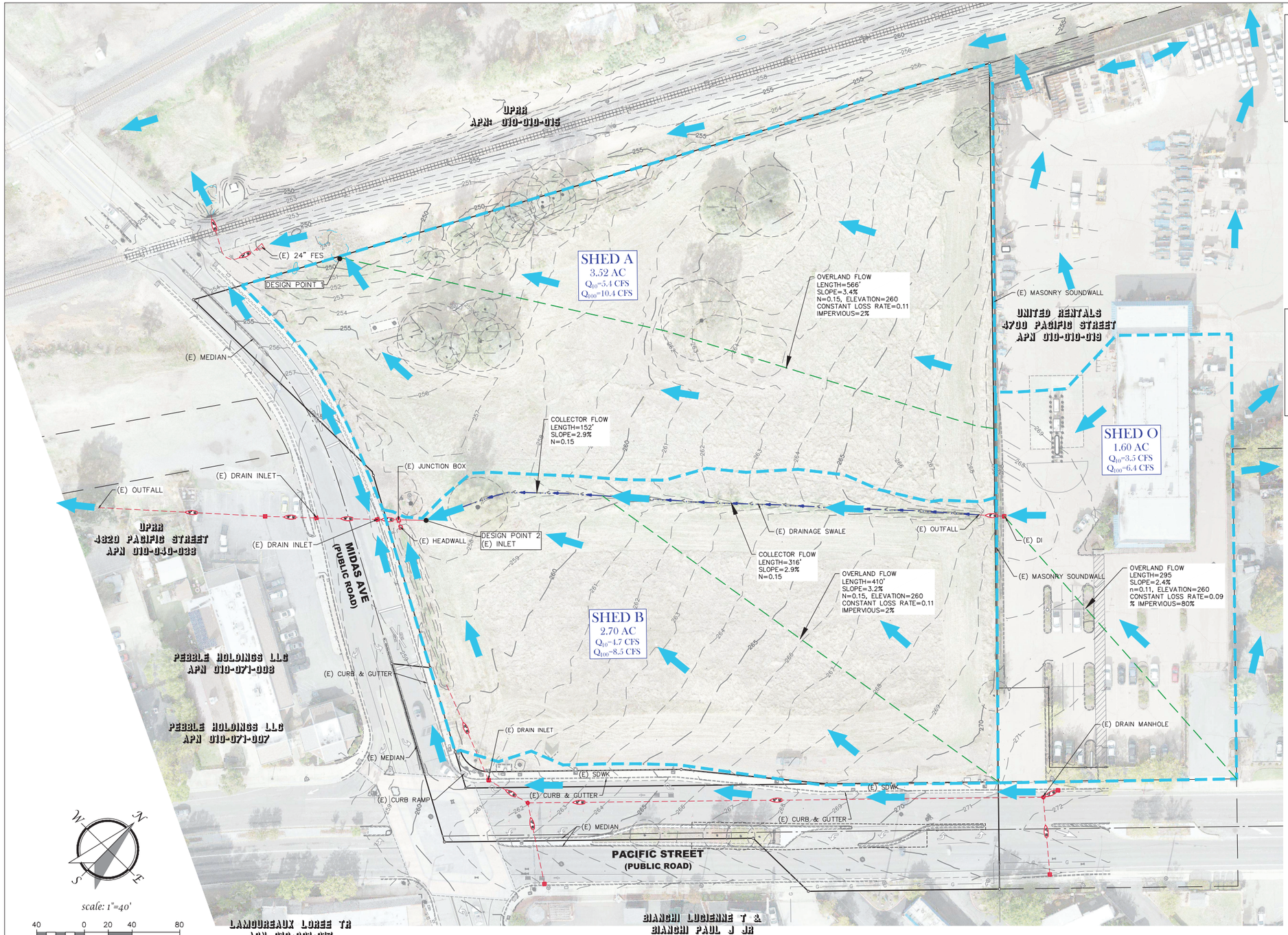
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1292

P:\Projects\581-001\02 DWG\B- Planning\FIG\C6 Fire Access.dwg, Denisa, 07:34:50, 05-13-26



N W E S

scale: 1"=40'

40 0 20 40 80

CITY OF ROCKLIN BENCHMARK

CITY OF ROCKLIN STATION

BENCHMARK - R 2-2 (NGVD29): 280.28 FEET

BEING A FOUND PK NAIL & WASHER IN THE SOUTH END OF THE CONCRETE HEADWALL ON THE SOUTH SIDE OF SIERRA MEADOWS DRIVE AT SUCKER CREEK, AS SHOWN ON RECORD OF SURVEY NO. 2661, FILED IN BOOK 18 OF SURVEYS, AT PAGE 114, PLACER COUNTY RECORDS.

(NAVD 88 CONVERSION = NGVD + 2.56 FT)

KEY FEATURES LEGEND:

- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXIST./PROP. STORM DRAIN MANHOLE
- EXIST./PROP. DRAIN INLET
- SHED BOUNDARY
- OVERLAND FLOW ARROW

PRELIMINARY DRAINAGE CALCULATIONS & ESTIMATES

1. 10-YR & 100-YR STORM PEAK FLOWS ESTIMATED PER COUNTY PLACER STORMWATER MANAGEMENT MANUAL (SWMM)

MIDAS APARTMENTS

PRELIMINARY EXISTING SHED MAP C7.0

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 95677

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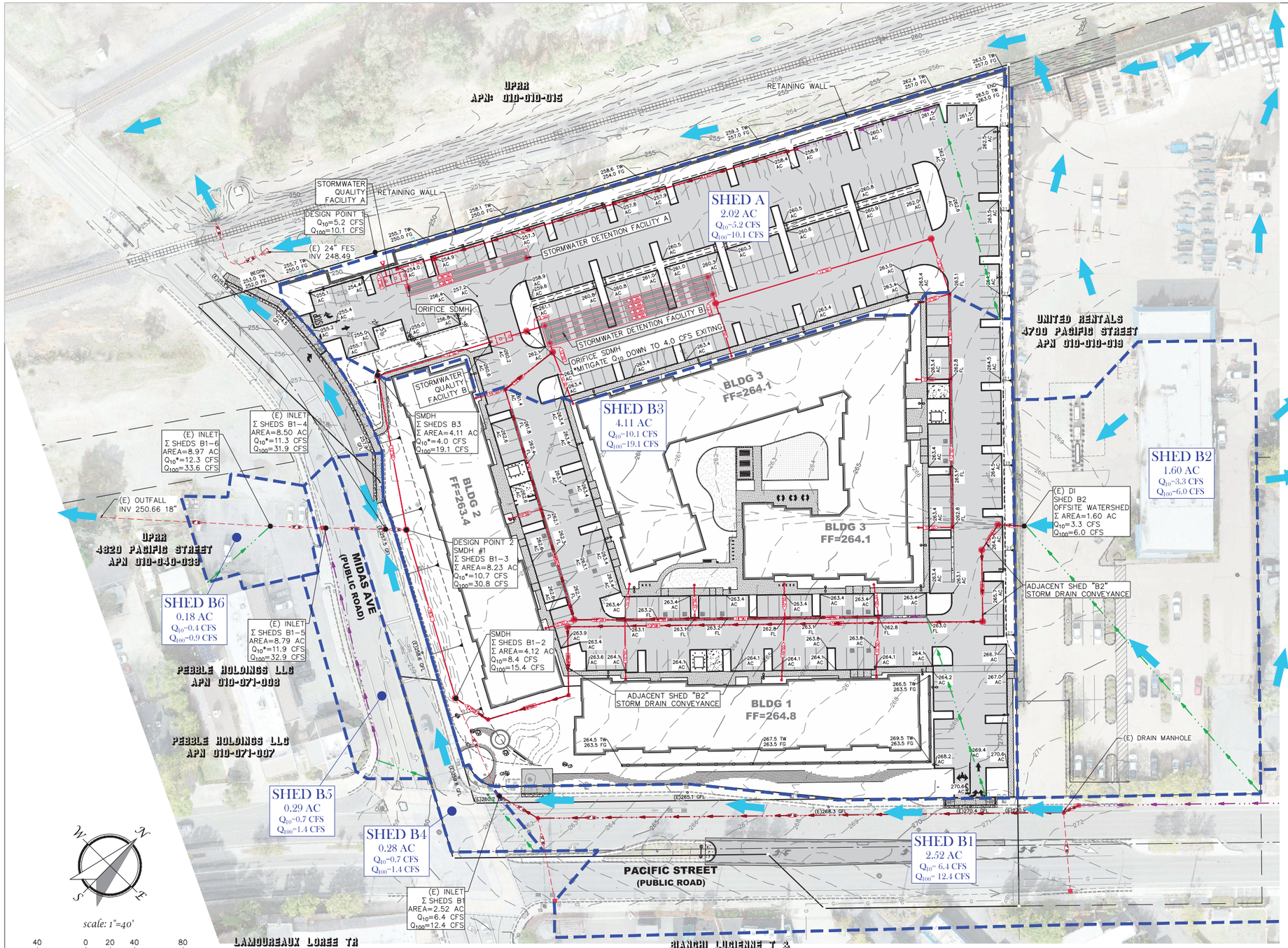
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P:\Projects\581-001\02 DWG\B- Planning\FIG\C7.0 Existing Shed Map Exhibit.dwg, Denisa, 07:35:11, 05-13-26



CITY OF ROCKLIN BENCHMARK

CITY OF ROCKLIN STATION

BENCHMARK - R 2-2 (NGVD29): 280.28 FEET

BEING A FOUND PK NAIL & WASHER IN THE SOUTH END OF THE CONCRETE HEADWALL ON THE SOUTH SIDE OF SIERRA MEADOWS DRIVE AT SUCKER CREEK, AS SHOWN ON RECORD OF SURVEY NO. 2661, FILED IN BOOK 18 OF SURVEYS, AT PAGE 114, PLACER COUNTY RECORDS.

(NAVD 88 CONVERSION = NGVD + 2.56 FT)

KEY FEATURES LEGEND:

- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXIST./PROP. STORM DRAIN MANHOLE
- EXIST./PROP. DRAIN INLET
- SHED BOUNDARY
- OVERLAND FLOW ARROW

NOTES

* INDICATES MITIGATED FLOW

PRELIMINARY DRAINAGE CALCULATIONS & ESTIMATES

1. 10-YR & 100-YR STORM PEAK FLOWS ESTIMATED PER COUNTY PLACER STORMWATER MANAGEMENT MANUAL (SWMM)

2. THE FOLLOWING HYDROLOGIC PARAMETERS WERE APPLIED TO THE PROPOSED SHEDS:
   - ELEVATION=260
   - CONSTANT LOSS RATE=0.04
   - IMPERVIOUSNESS=80%
   - RESPONSE TIME=5 MINUTES

3. PRELIMINARY ORIFICE SIZING:
   ASSUMPTIONS:
   - HEADWATER ELEVATION=3.0 FT
   - TAILWATER=0 FT
   - DISCHARGE COEFFICIENT=0.61

   DP #1
   EXISTING Q_{100}=4.6 CFS
   PROPOSED UNMITIGATED Q_{100}=10.1 CFS
   MITIGATION ORIFICE SIZE=10.0 in

   DP #2
   EXISTING Q_{100}=6.4 CFS
   PROPOSED UNMITIGATED Q_{100}=28.5 CFS
   MITIGATION ORIFICE SIZE=11.8 in

MIDAS APARTMENTS

PRELIMINARY DEVELOPED SHED MAP C7.1

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ROCKLIN CA 95677

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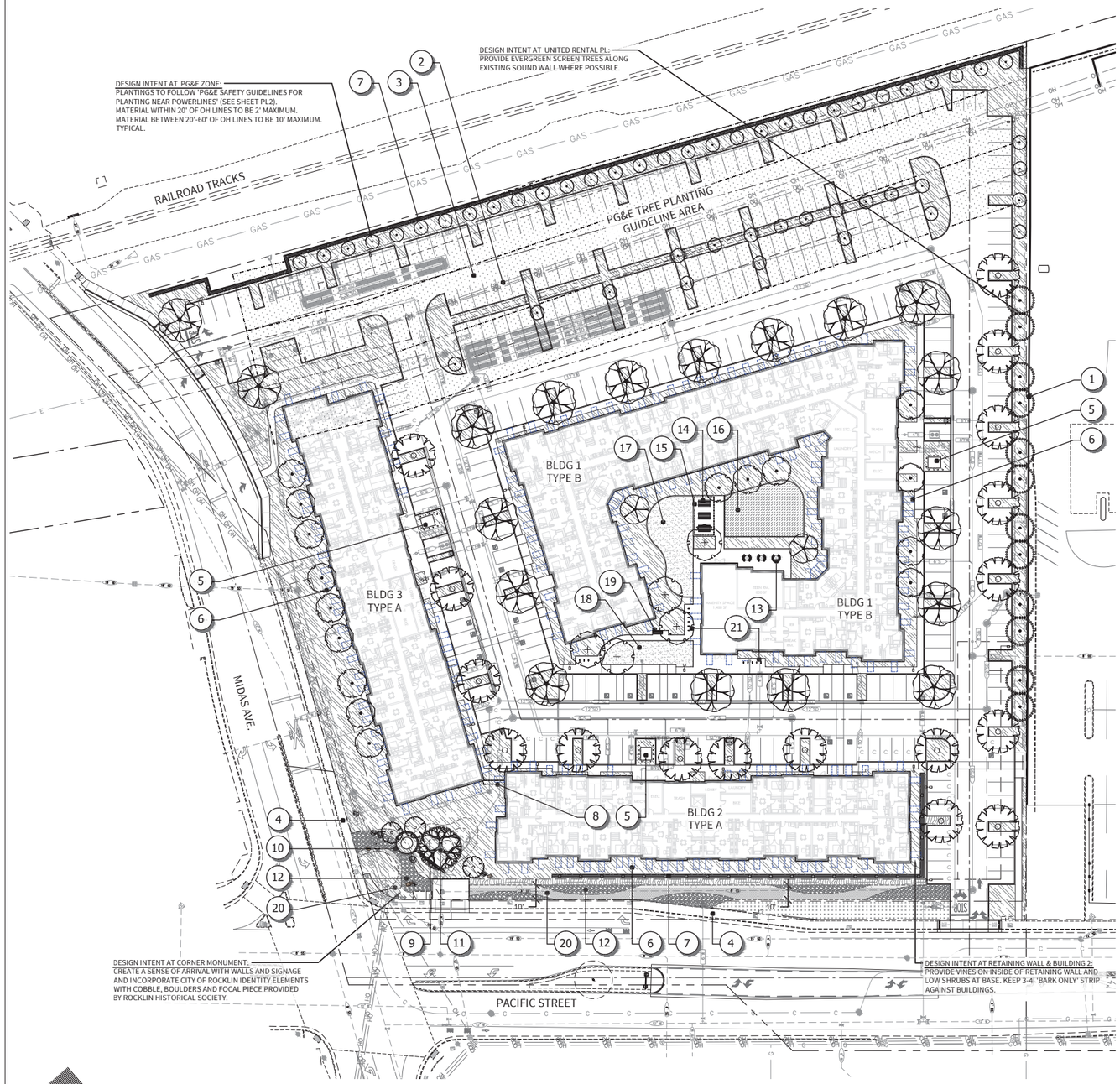
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0 40' 80'
Scale: 1" = 40'-0"

TREE SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WATER USE	QTY.
	ACER RUBRUM `REDPOINTE` REDPOINTE MAPLE (40'X20')	15 GAL.	MOD	16
	ACER RUBRUM 'OCTOBER GLORY' OCTOBER GLORY RED MAPLE (40'X35')	15 GAL.	MOD	18
	CHIONANTHUS RETUSUS CHINESE FRINGE TREE (20'X15')	15 GAL.	MOD	2
	COTINUS COGGYGRIA 'ROYAL PURPLE' ROYAL PURPLE SMOKE TREE (15'X15')	15 GAL.	LOW	3
	PODOCARPUS GRACILIOR FERN PINE (40'X20')	15 GAL.	MOD	12
	QUERCUS PHELLOS WILLOW OAK (50'X40')	60" BOX	LOW	1
	TILIA CORDATA `GREENSPIRE` GREENSPIRE LINDEN (40'X25')	15 GAL.	MOD	5
	ULMUS PARVIFOLIA `DRAKE` DRAKE LACEBARK ELM (50'X35')	15 GAL.	MOD	17

LARGE SHRUB SCHEDULE: AT PG&E EASEMENT ONLY

	RHAPHIOLEPIS INDICA 'MAJESTIC BEAUTY' MAJESTIC BEAUTY INDIAN HAWTHORN (10' HIGH & 10' WIDE - TRIMMED TO TREE STD.)	15 GAL.	MOD	50

CONCEPT PLANT SCHEDULE

SHRUB AREA	SIZE
CISTUS X SKANBERGII / CORAL ROCKROSE (3'X6')	5 GAL.
EPILOBIUM CANUM / CALIFORNIA FUCHSIA (18"X3')	5 GAL.
GREVILLEA X `NOELLII` / NOEL GREVILLEA (4'X5')	5 GAL.
RHAMNUS CALIFORNICA `MOUND SAN BRUNO` / CALIFORNIA COFFEEBERRY (5'X8')	5 GAL.
RHAPHIOLEPIS UMBELLATA `MINOR` / DWARF YEDDA HAWTHORNE (4'X4')	5 GAL.
CALLISTEMON VIMINALIS 'LITTLE JOHN' / LITTLE JOHN WEEPING BOTTLEBRUSH (3'X3')	5 GAL.
CISTUS X PURPUREUS / ORCHID ROCKROSE (4'X4')	5 GAL.
DIANELLA TASMANICA 'VARIEGATA' / VARIEGATED FLAX LILY (4'X3')	5 GAL.
DIETES BICOLOR / FORTNIGHT LILY (3'X3')	5 GAL.
LAURUS NOBILIS 'MONRIK' / LITTLE RAGU® SWEET BAY (5'X7')	5 GAL.
LEYMUS CONDENSATUS 'CANYON PRINCE' / CANYON PRINCE GIANT WILD RYE (3'X3')	5 GAL.
LOMANDRA LONGIFOLIA PLATINUM BEAUTY / PLATINUM BEAUTY LOMANDRA (3'X3')	5 GAL.
MUHLENBERGIA RIGENS / DEER GRASS (4'X4')	5 GAL.
PRUNUS CAROLINIANA 'MONUS' TM / BRIGHT 'N TIGHT LAUREL CHERRY (8'X6')	5 GAL.
RHAPHIOLEPIS INDICA 'PINK DANCER' / PINK DANCER INDIAN HAWTHORN (2'X4')	5 GAL.

GROUND COVER AREA	
ACACIA REDOLENS 'LOW BOY' / LOW BOY PROSTRATE ACACIA (2'X8')	1 GAL.
BACCHARIS PILULARIS 'PIGEON POINT' / PIGEON POINT COYOTE BRUSH (2'X8')	1 GAL.
CEANOTHUS G. H. 'DIAMOND HEIGHTS' / DIAMOND HEIGHTS CARMEL CREEPER (12"X5')	1 GAL.
COPROSMA KIRKII 'VERDE VISTA' / VERDE VISTA CREEPING COPROSMAT (3'X6')	1 GAL.
COTONEASTER DAMMERI 'LOWFAST' / LOWFAST BEARBERRY COTONEASTER (8"X6')	1 GAL.
LANTANA MONTEVIDENSIS / PURPLE TRAILING LANTANA (2'X4')	1 GAL.
TEUCRIUM X LUCIDRYS PROSTRATUM / GERMANDER (6"X3')	1 GAL.
DIANELLA REVOLUTA 'DTN03' / BABY BLISS FLAX LILY (12"X12")	1 GAL.
MYOPORUM PARVIFOLIUM `WHITE` / WHITE TRAILING MYOPORUM (6"X6')	1 GAL.
NEPETA X FAASSENII 'LIMELIGHT' / LIMELIGHT CATMINT (8"X2')	1 GAL.
WESTRINGIA FRUTICOSA `MUNDI' / LOW COAST ROSEMARY (18"X5')	1 GAL.

TURF	
TURF SOD - 90/10 TALL FESCUE / FESCUE BLEND	--

SPMUD EASEMENT	
CALLISTEMON VIMINALIS 'LITTLE JOHN' / LITTLE JOHN WEEPING BOTTLEBRUSH	5 GAL.
CISTUS LADANIFER / CRIMSON SPOT ROCKROSE	5 GAL.
RHAPHIOLEPIS UMBELLATA 'MINOR' / DWARF YEDDA HAWTHORN	5 GAL.
TURF SOD - CALIFORNIA NATIVE MOW FREE / DROUGHT TOLERANT FESCUE BLEND BY DELTA BLUEGRASS CO.	--
STABILIZED DECOMPOSED GRANITE OR APPROVE AGGREGATE	--
6" - 12" COBBLE	--

TOTAL SITE AREA: 308,840 SF
TOTAL LANDSCAPE AREA: 72,485 SF (23%)

REFERENCE NOTES

CODE	DESCRIPTION
1	EXISTING WALL TO REMAIN. VERIFY IN FIELD.
2	EXISTING OVERHEAD POWERLINES TO REMAIN. VERIFY IN FIELD.
3	EXISTING PG&E OVERHEAD POWERLINE "NO TREE PLANTING" ZONE.
4	EXISTING CONCRETE SIDEWALK TO REMAIN. VERIFY IN FIELD.
5	PROPOSED TRANSFORMER. SEE CIVIL PLANS.
6	PROPOSED LADDER PADS. SEE FIRE ACCESS PLAN.
7	PROPOSED RETAINING WALL WITH OPEN METAL FENCE. SEE CIVIL PLANS.
8	PROPOSED 42" HIGH OPEN METAL FENCE.
9	PROPOSED CORNER MONUMENT SIGN WALL WITH MOUNDED PLANTING.
10	PROPOSED 24" RAISED PLANTER WITH CENTER CONCRETE PAD FOR "FOCAL POINT" EQUIPMENT FROM THE ROCKLIN HISTORICAL SOCIETY. EQUIPMENT TBD.
11	PROPOSED SPECIMEN OAK TREE.
12	PROPOSED COBBLE AND BOULDERS. BOULDERS TO BE SALVAGED AND RETAINED ON SITE DURING CONSTRUCTION.
13	PROPOSED CONCRETE PATIO WITH ROUND PICNIC TABLES (BY OWNER).
14	PROPOSED CONCRETE PATIO WITH RECTANGULAR PICNIC TABLES (BY OWNER).
15	PROPOSED PERGOLA SHADE STRUCTURE (BY OWNER).
16	PROPOSED 2-12 PLAY AREA WITH ENGINEERED FIBAR.
17	PROPOSED OPEN TURF AREA.
18	PROPOSED PET RELIEF AREA WITH TURF AND CONCRETE WALK.
19	PROPOSED BENCH WITH ADJACENT ADA PAD.
20	PROPOSED STABILIZED DECOMPOSED GRANITE OR APPROVED AGGREGATE AT SPMUD SEWER EASEMENT.
21	PROPOSED BIKE RACKS (TYPICAL OF 14).

PRELIMINARY LANDSCAPE DESIGN NOTES

1. ALL LANDSCAPE AREAS SHALL BE IRRIGATED USING AN AUTOMATIC IRRIGATION SYSTEM THAT WILL BE COMPLIANT WITH THE STATE WATER EFFICIENT LANDSCAPE ORDINANCE.
2. ALL ON-SITE TREES TO BE REMOVED. SEE CIVIL PLANS AND ARBORIST REPORT.
3. TREE PLANTING LOCATIONS, INCLUDING WELLS, ISLANDS, PARKWAYS, MEDIANS, ETC. SHALL PROVIDE ADEQUATE UNCOMPACTED SOIL AREA AMENABLE TO ROOT GROWTH. THE DEPTH OF SUITABLE SOIL SHALL BE A MINIMUM OF 24" AND A MAXIMUM OF 36" UNLESS OTHERWISE APPROVED.
4. ALL LANDSCAPE AREAS SHALL RECEIVE A 3" LAYER OF BARK MULCH TOP DRESSING.
5. GROUND COVERS SHALL NOT BE INSTALLED WITHIN A 4' RADIUS OF A TREE TRUNK.
6. SHRUBS SHALL BE PLANTED SO AS NOT TO BLOCK FIRST-STORY WINDOWS.
7. SHRUBS & TREES SHALL BE COORDINATED WITH LADDER PAD LOCATIONS.
8. SCREEN PLANTING TO BE PROVIDED ALONG RAILROAD PROPERTY LINE.
9. ALL GROUND MOUNTED MECHANICAL EQUIPMENT SHALL BE SCREENED USING EVERGREEN PLANT MATERIAL.
10. FINAL TREE PLACEMENTS TO BE CONFIRMED SO AS NOT TO BLOCK BUILDING ADDRESSES.
11. OWNER WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL AND THE IRRIGATION SYSTEM.

CITY OF ROCKLIN NOTES

1. PLANTINGS ALONG THE PROJECT FRONTAGE SHALL BE INSTALLED AT A DENSITY THAT ACHIEVES FULL AND CONTINUOUS COVERAGE AT MATURITY.
2. SHRUBS SHALL BE INSTALLED TO SCREEN VEHICLE HEADLIGHTS FROM PARKING SPACES THAT FACE THE PUBLIC RIGHT_OF_WAY OR FIRST_STORY WINDOWS.
3. PLANT NAME TAGS ARE NOT TO BE REMOVED UNTIL AFTER INSPECTION BY CITY STAFF.
4. AT THE COMPLETION OF THE LANDSCAPE INSTALLATION, THE FOLLOWING ITEMS SHALL BE SUBMITTED TO CITY STAFF:
   - THIRD PARTY MWELO IRRIGATION AUDIT INCLUDING:
   - CERTIFICATE OF COMPLETION
   - CERTIFICATION OF INSTALLATION
   - IRRIGATION SCHEDULE
   - MAINTENANCE SCHEDULE
   - SOIL MANAGEMENT REPORT

MIDAS APARTMENTS

PRELIMINARY LANDSCAPE PLAN PLI

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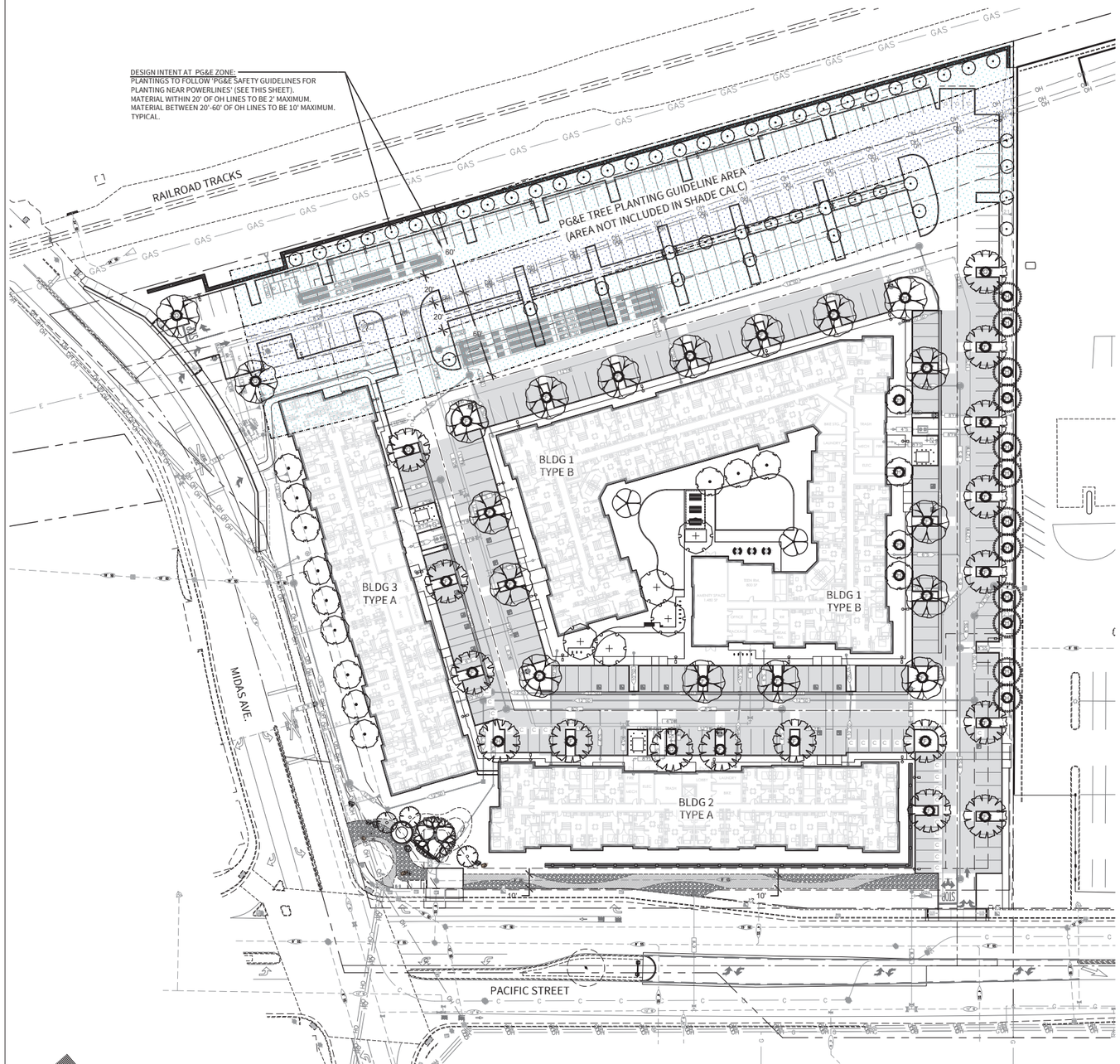
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WATERFORD PROPERTY COMPANY
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MAY 11, 2026



SHADE CALCULATIONS

TOTAL PAVED AREA:		48,398	S.F.
NOTE: DOES NOT INCLUDE PG&E TREE/PLANTING CLEARANCE AREA			
TOTAL SHADE REQUIRED	(50%):	24,199	S.F.
TOTAL SHADE PROVIDED	(69.7)%:	33756	S.F.
DIA.	QTY.	S.F.	TOTAL S.F.
30 - 35' TREES			
(ACER, ULMUS)			
100%	29	962	27,898
75%	0	722	0
50%	2	481	962
25%	4	240	960
25 - 30' TREES			
(TILIA)			
100%	0	706	0
75%	0	530	0
50%	0	354	0
25%	0	177	0
20 - 25' TREES			
(ACER, PODOCARPUS)			
100%	0	491	0
75%	0	368	0
50%	16	246	3,936
25%	0	123	0
TOTAL SHADE PROVIDED BY TREES:		33,756	S.F.

NOTE: SHADE VALUES ARE MEASURED WHEN SUN IS DIRECTLY OVERHEAD AND WHEN TREE IS AT 15-YEAR MATURITY.

MAXIMUM DEMAND

Worst Case Scenario (July) in Gallons per Minute

FUHRMAN LEAMY LAND GROUP
DESIGN · SERVICE · SOLUTIONS

PROJECT: MIDAS APARTMENTS
LOCATION: ROCKLIN, CA
JOB#: CEI: 25054
DATE: 5.11.2026

ETO INFORMATION:	55.2	YEARLY ETO
Rocklin	8.7	MONTHLY ETO - JULY
	2.0	WEEKLY ETO - JULY

PLANT MATERIAL	ETO PER WEEK	PLANT FACTOR	AREA (SQ. FT)	IRRIGATION EFFICIENCY	GAL / WEEK	# OF WATERING DAYS/WEEK		GALLONS / DAY / CYCLE	WATERING WINDOW IN # OF HRS		WATER DEMAND IN GPM	
METER												
SHRUBS - LOW	2.0	0.3	61780	0.81	27,870	3	DAYS/WK	9,290	8	HRS	19.35	GPM
NO MOW - MED	2.0	0.5	2765	0.81	2,079	4	DAYS/WK	520	8	HRS	1.08	GPM
TURF	2.0	0.8	2580	0.75	3,352	5	DAYS/WK	670	8	HRS	1.40	GPM
										TOTAL GPM:		21.83
										TOTAL MAXIMUM GPM DEMAND		20

PLANT MATERIAL	ETO PER WEEK	PLANT FACTOR	AREA (SQ. FT)	IRRIGATION EFFICIENCY	GAL / DAY
METER					
SHRUBS - LOW	2.0	0.3	61780	0.81	3,981
NO MOW - MED	2.0	0.5	2765	0.81	297
TURF	2.0	0.8	2580	0.75	479
				TOTAL GAL / DAY:	4,757

FORMULAS:

ETO x Plant Factor x Area x 0.62 / Irrigation efficiency = Gallons Per Week

Gallons Per Week / 7 = Gallons Per Day

Right Tree, Right Place

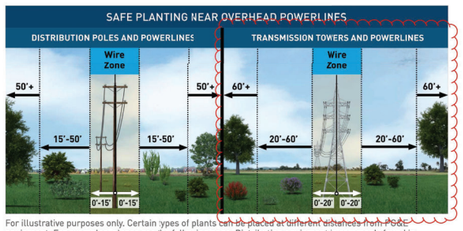
Guide to planting safely near overhead powerlines

Help keep your community safe by planting the right tree in the right place.
When trees grow too close to powerlines, they can cause a power outage or ignite a wildfire. That's why trees near powerlines often need to be trimmed or removed.

Plan before you plant

Below are general guidelines for where you can safely plant near overhead powerlines. All trees that have the potential to fall onto a powerline may need to be removed.

Where and what you plant depends on where you live. High Fire-Threat Districts (HFTDs) are areas with increased wildfire risk. To see if you live in an HFTD, visit ia.cpuc.ca.gov/firemap.



For illustrative purposes only. Certain types of plants can be placed at different distances from PG&E equipment. For examples, please see the following page. Distribution equipment is commonly found in residential areas. Do not plant any trees or shrubs in the area where PG&E has the right to access land to maintain equipment. Visit pge.com/righttreerightplace for additional guidance.

Plans for new buildings and major landscaping projects must be reviewed by PG&E to avoid any interference with our equipment. Please submit your plans to PGEPlanReview@pge.com.

SCAN HERE

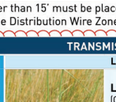
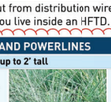
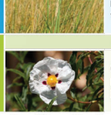
To learn more, visit pge.com/righttreerightplace or contact us at 1-877-295-4949 or wildfiresafety@pge.com.

Choose the right plant

Below are trees and plants that are safe near PG&E equipment and where to place them. Scan the QR code for more plant options and planting tips.

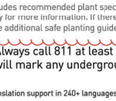
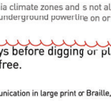
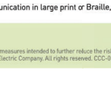
SCAN HERE

DISTRIBUTION POLES AND POWERLINES

	Plants and non-tree shrubs up to 1' tall		Plants and non-tree shrubs up to 10' tall	
Wire Zone Within 15' of wires		**Mosquito Grass** (Bouteloua gracilis)* Inside HFTD		**Camellia** (Camellia j. 'Variety') Outside HFTD
	Trees up to 15' tall			
Between 15'-50' of wires		**Western Redbud** (Cercis occidentalis)		**'Paul's Scarlett' Hawthorne** (Crataegus l. 'Paul's Scarlett')

Trees taller than 15' must be placed at least 50' out from distribution wires. What you can plant in the Distribution Wire Zone depends on if you live inside an HFTD.

TRANSMISSION TOWERS AND POWERLINES

	Low-growing grass up to 2' tall			
Wire Zone Within 20' of wires		**Leafy Reedgrass** (Calamagrostis foliosa)		**Idaho Fescue** (Festuca idahoensis)
	Non-tree shrubs up to 10' tall			
Between 20'-60' of wires		**Crimson Spot Rockrose** (Cistus landanifer)		**Noell Grevillea** (Grevillea 'Noellii')

Trees taller than 10' must be placed at least 60' out from transmission wires.

This list includes recommended plant species for most California climate zones and is not all-inclusive. Consult your local nursery for more information. If there is a gas pipeline or underground powerline on or near your property, there may be additional safe planting guidelines.

811 Always call 811 at least two working days before digging or planting. A crew will mark any underground utilities for free.

For translation support in 240+ languages, or to request a communication in large print or Braille, call 1-800-743-5000.

*Image courtesy of Pacific Nurseries.

Some of the measures included in this document are contemplated as additional precautionary measures intended to further reduce the risk of wildfires. "PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2024 Pacific Gas and Electric Company. All rights reserved. CCC-0124-7099. 08/01/2024.

MIDAS APARTMENTS

PRELIMINARY LANDSCAPE PLAN: CALCULATIONS

PL2

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 9577

Proposed By:
CEI CYPRESS EQUITY INVESTMENTS
CYPRESS EQUITY INVESTMENTS
12121 WILSHIRE BLVD, SUITE 801
LOS ANGELES, CA 90025

WATERFORD
WATERFORD PROPERTY COMPANY
100 BAYVIEW CIRCLE, SUITE 4500
NEWPORT BEACH, CA 95660

In Association With:
HRGA ARCHITECT

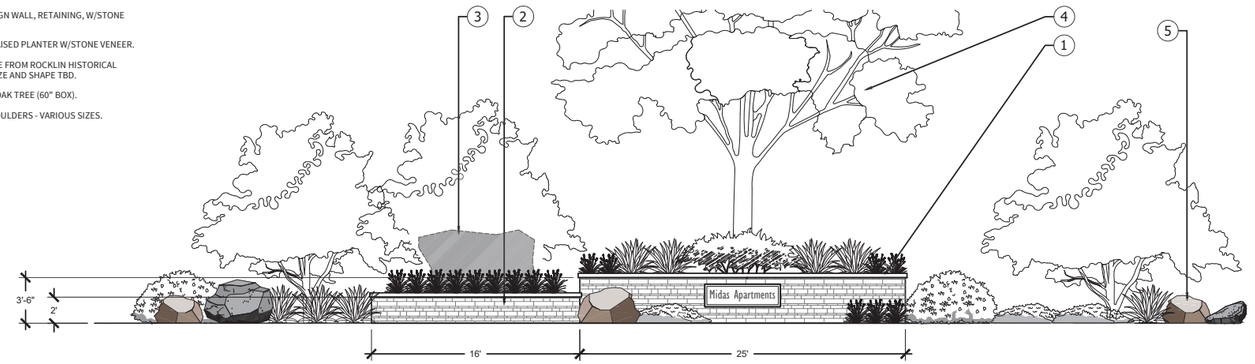
FUHRMAN LEAMY LAND GROUP
DESIGN · SERVICE · SOLUTIONS
LANDSCAPE ARCHITECT

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

MAY 11, 2026

1296

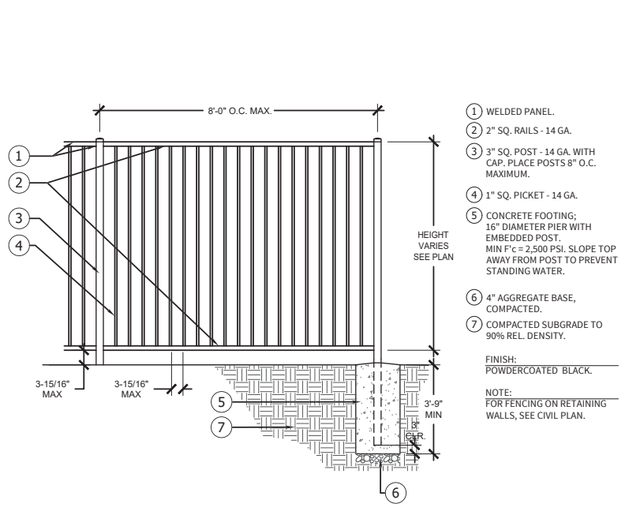
1. 42" HIGH SIGN WALL, RETAINING, W/STONE VENEER.
2. 24" HIGH RAISED PLANTER W/STONE VENEER.
3. FOCAL PIECE FROM ROCKLIN HISTORICAL SOCIETY. SIZE AND SHAPE TBD.
4. SPECIMEN OAK TREE (60" BOX).
5. GRANITE BOULDERS - VARIOUS SIZES.



A CORNER MONUMENT

3/16" = 1'-0"

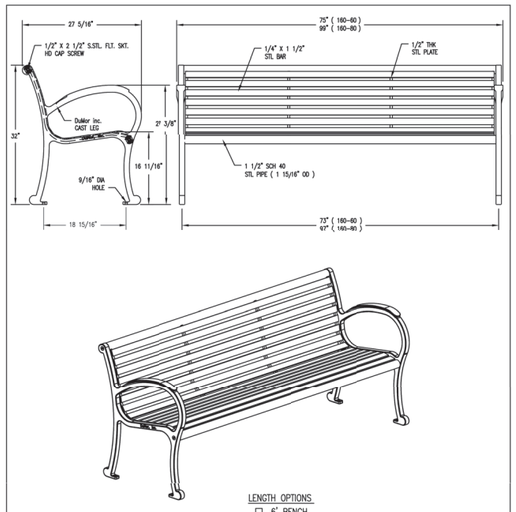
R-25054-03



B TUBULAR METAL FENCE

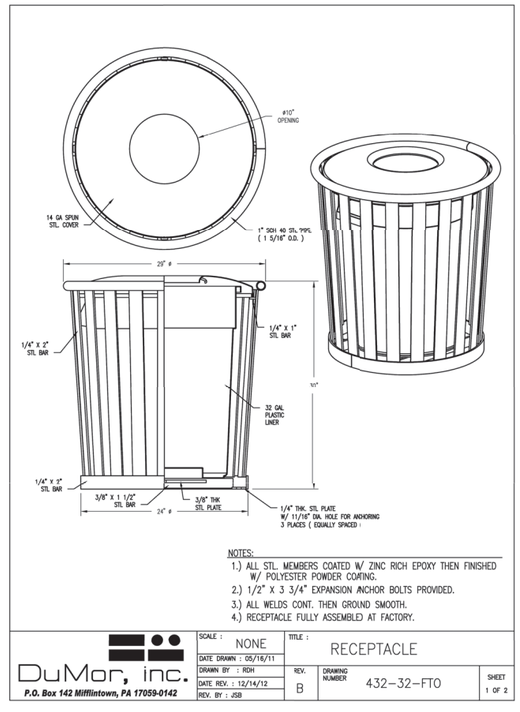
1/2" = 1'-0"

R-25054-29



C BENCH

N.T.S.



D TRASH RECEPTACLE

N.T.S.

MIDAS APARTMENTS

PRELIMINARY LANDSCAPE PLAN: DETAILS PL3

NWC PACIFIC STREET & MIDAS AVE
ROCKLIN CA 9577

Proposed By:

CEI
CYPRESS EQUITY INVESTMENTS
CYPRESS EQUITY INVESTMENTS
12121 WILSHIRE BLVD, SUITE 801
LOS ANGELES, CA 90025

WATERFORD
WATERFORD PROPERTY COMPANY
100 BAYVIEW CIRCLE, SUITE 4500
NEWPORT BEACH, CA 95660

In Association With:

HRGA
ARCHITECT

FUHRMAN LEAMY LAND GROUP
DESIGN · SERVICE · SOLUTIONS
LANDSCAPE ARCHITECT

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

MAY 11, 2026

1297



PHOTOMETRIC PLAN VIEW
Scale: 1 inch= 30 Ft.

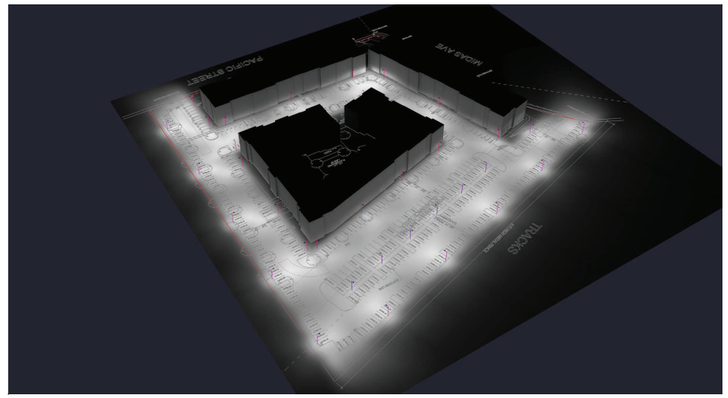
Luminaire Schedule

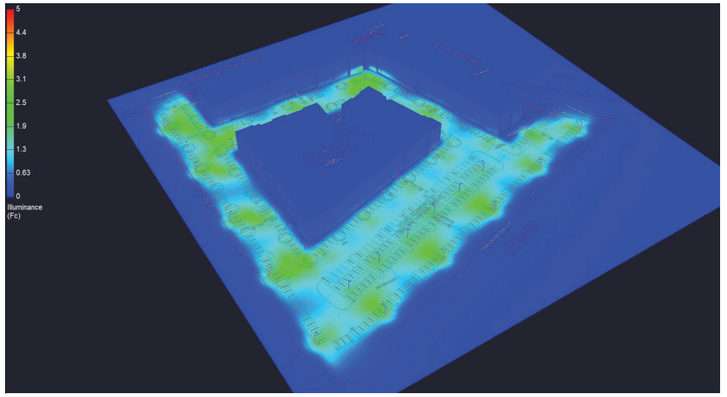
Symbol	Symbol-Iso	Qty	Label	[MANUFAC]	Description	Mounting Height	LLF	LLD	LDD	BF	Luminaire Lumens	Luminaire Watts	Arrangement Watts	Arrangement Luminaire Lumens	BUG Rating	Max UGR
		11	P1A	COOPER LIGHTING SOLUTIONS - LUMARK (FORMERLY EATON)	PRV-PA1A-740-U-T4W	20	0.900	1.000	1.000	1.000	7484	54	54	7484	B2-U0-G2	38.5
		21	P1B	COOPER LIGHTING SOLUTIONS - LUMARK (FORMERLY EATON)	PRV-PA1A-740-U-T4W-HSS	20	0.900	1.000	1.000	1.000	5420	54	54	5420	B1-U0-G2	38.9
		6	P2	COOPER LIGHTING SOLUTIONS - LUMARK (FORMERLY EATON)	PRV-PA1A-740-U-5WQ	20	0.900	1.000	1.000	1.000	7831	54	54	7831	B3-U0-G2	37.6

Calculation Summary

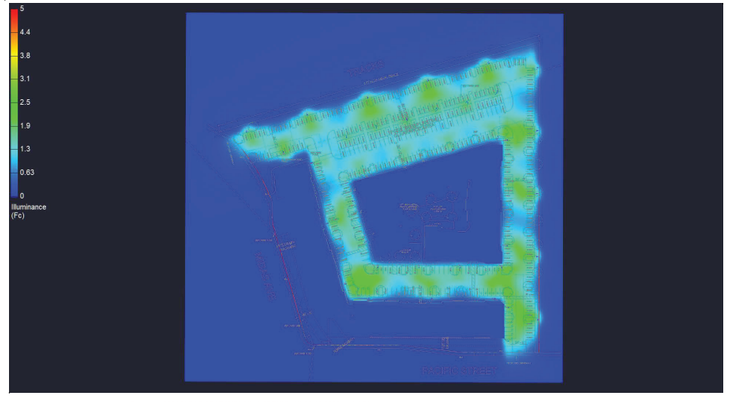
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
100 PERIMETER_AT FLOOR	Illuminance	Fc	0.27	1.5	0.0	N.A.	N.A.
101 NORTH PARKING LOT_AT FLOOR	Illuminance	Fc	1.35	2.4	0.6	2.25	4.00
102 EAST PARKING LOT_AT FLOOR	Illuminance	Fc	1.53	2.4	0.7	2.19	3.43
103 WEST PARKING LOT_AT FLOOR	Illuminance	Fc	1.37	2.4	0.6	2.28	4.00
104 SOUTH PARKING LOT_AT FLOOR	Illuminance	Fc	1.39	2.4	0.6	2.32	4.00

All values shown are maintained horizontal Footcandles at grade level.
The lighting calculations provided in this report approximate the light levels expected within the space as defined and are based on the information provided to Cal Lighting
Please verify the data to assure the accuracy of the report. Cal Lighting is not responsible for light output of lamps and ballasts, or design variables









Filename: 9094 MIDAS APARTMENTS_INTERIOR_AR 03-10-2026 rev1.AGI

CAL LIGHTING

#	Date	Comments

Revisions

Application Designer: AR
Checked: Cynthia Ulibarri
Date:3/10/2026
Scale: 1IN:30FT

9094 MIDAS APARTMENTS
(EXTERIOR PHOTOMETRIC PLAN)

CAL-A2.1
Page 1 of 1

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SITE PLAN 1" = 40'-0" 1



VICINITY MAP

PROJECT NAME:	MIDAS APTS
PROJECT LOCATION:	CORNER OF PACIFIC ST & MIDAS AVE ROCKLIN, CA 95677
ASSESSORS PARCEL #:	010-010-016, 010-010-017, 010-010-028, 010-010-029, 010-040-040
LOT SIZE:	1.348, 3.181, 2.312, 0.251 = 7.092 ACRES
ZONING:	RMDO-R24+ PD-33
GENERAL PLAN:	HIGH DENSITY RESIDENTIAL (HDR)
OCCUPANCY / USE:	R-2 MULTI-FAMILY (100% AFFORDABLE UNITS)
PARKING LOT SHADING:	MIN. 50%
SITE LIGHTING POLE HEIGHT:	MAX 20 FT
PARKING FOOT-CANDLES:	TBD
PEDESTRIAN WALKWAY FOOT-CANDLES:	TBD
SITE LIGHTING SHIELDING REQUIREMENTS:	MUST BE DARK SKY COMPLIANT

UNIT SUMMARY:

UNIT TYPE	NUMBER OF UNITS	RENTABLE UNIT SIZE	PERCENT
1 BED - A	110	559 SF	39 %
2 BED - A	46	732 SF	16 %
2 BED - B	47	818 SF	17 %
3 BED - A	38	1,026 SF	14 %
3 BED - B	40	1,170 SF	14 %
TOTAL	**281***	-	**100 %**

PARKING SUMMARY:

PROVIDED	TYPE OF PARKING STALL			
	STANDARD	COMPACT	TANDEM	ACCESSIBLE
406 STALLS	226 STALLS (55.5%)	72 STALLS (18%)	88 STALLS (21.5%)	20 STALLS (5%)

HRGA
CEI CYPRESS EQUITY INVESTMENTS
WATERFORD
2277 Fair Oaks Boulevard, Studio 220
Sacramento, California 95825
916 993-4800 | www.hrgarchitects.com

09/17/2026

25043

MIDAS APTS

MIDAS & PACIFIC ST. ROCKLIN, CA 95677

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12999

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5/13/2026 11:49:51 AM

September 23, 2026

Midas Apartment Parking Enforcement Plan

Midas Apartment property manager shall follow these procedures to carry out the Parking Enforcement Plan for the Midas Apartments. The Parking Enforcement Plan will be enforced by onsite property management staff and after-hours security patrol.

Parking Spaces. Permitted parking in designated spaces only. Only one vehicle may be parked in each space. No curb parking will be permitted. Vehicles may not be parked or temporarily parked in areas designated as fire zones or marked as No Parking areas. Vehicles may not be parked for more than seven days in any unassigned parking space unless approved by management.

Tandem Spaces. Tandem parking spaces will be marked and assigned to specific units upon resident request on a first come first serve basis at the discretion of the property manager. If residents have a reserved tandem parking space, residents must use both assigned tandem space and may not use any other open or non-reserved parking spaces. Tandem spaces may not be used for any purpose other than parking a vehicle. Use of the space for additional storage, boats, RV's, trailers, or other oversized vehicles is strictly prohibited.

Vehicle Standards. Only currently registered vehicles may be parked on the property. Vehicles which lack an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways are not permitted on the property.

The parking of boats, trailers, inoperable vehicles and commercial vehicles is prohibited.

Towing. Vehicles parked in violation of 1) the property's Parking Enforcement Plan, 2) local laws or ordinances, 3) belongs to a resident or occupant who has surrendered or abandoned the dwelling, 4) is parked in a marked handicap space without the legally required handicap insignia, 5) bis parked in a space marked for manager, staff, or guest at the office, 6) blocks another vehicle from exiting, 7) parked in a fire lane or designated "no parking" area, 8) parked on the grass, sidewalk, or patios, or 9) blocks garbage trucks from access to a dumpster are considered Immediate Tow Offenses and subject to immediate towing without notice at the vehicle owner's expense.

Enforcement. In the event that any vehicle is found to be in violation of any provision of these guidelines, such vehicle will be cited and immediately towed, without any further warning. No exceptions or grace period will apply to “Immediate Tow Offenses.”

In the event that any vehicle is found to be in violation of any provision of these guidelines other than those provisions specifically identified as an “Immediate Tow Offense,” such vehicle will be subject to the following enforcement measures:

A written citation will be issued to the offending vehicle disclosing the nature of the violation, and that such vehicle is subject to towing at the vehicle owners’ expense immediately upon discovery in subsequent violation of the same provision within the same calendar month.

No less than 72 hours shall prior to the vehicle being subsequently observed for compliance with the originally violated provision.

In the event that the vehicle is again found to be in violation of the same provision of the guidelines within the same calendar month, a second citation will be issued to the vehicle at which time the vehicle will be immediately towed at the vehicle owner’s expense without additional warming.

Decal Guidelines and Procedure. The issuance of a parking decal is vehicle specific and requires the submission and execution of a valid Midas Apartment lease.

Parking decals are transferable only among names listed on the lease and shall become void if applied to a vehicle other than the specific vehicle for which it was approved.

The validity of a parking decal which has been issued depends on the proper display of such parking decal on the vehicle, which becomes the responsibility of the vehicle owner.

The proper display of a parking decal is defined as the unobstructed view of such parking decal as applied to the lower driver’s side corner of the interior of the windshield, with the number and logo of such parking decal facing the exterior of the vehicle. Parking decals shall not be applied to a removable device, such as a clear plastic placard, etc.

Parking decals are renewed annually at the time of lease renewal. In the event of a transfer of ownership of a vehicle which has been issued a parking decal, such parking decal shall become void. The total number of parking decals issued shall not exceed the approved number of residents, guests, and employee parking.

Third Party Lease. No parking space can be subleased, sublet, or charged for a fee to third parties.