ROCKLIN CITY COUNCIL

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

Tuesday, February 14, 2023
General Session at 6:00 p.m.

AMENDED AGENDA
*Please note the additions of Attachment #1 under Consent Calendar, Item #2.A, and Attachment #2 under Discussion Item, Item 5.B.

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

ALY ZIMMERMANN, *City Manager*
SHERI CHAPMAN, *City Attorney*
HOPE ITHURBURN, *City Clerk*
DANIEL CHOE, *City Treasurer*

MEETING PROCEDURES AND STANDARDS OF DECORUM

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

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

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

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

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

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

WRITINGS RECEIVED AFTER AGENDA POSTING

Any writing related to an agenda item for the open session of this meeting distributed to the City Council, Public Financing Authority or Successor Agency less than 72 hours before this meeting is available for inspection at City Hall, 3970 Rocklin Road, Rocklin, during normal business hours. These writings will also be available for review at the council meeting in the public access binder located on the table at the back of the Council Chambers. If you have questions related to this agenda, please call (916) 625-5560.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, the City of Rocklin encourages those with disabilities to participate fully in the public hearing process. If you have a special need in order to allow you to attend or participate in our public meeting and public hearing processes, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 625-5560 well in advance of the public meeting or public hearing you wish to attend so that we may make every reasonable effort to accommodate you.

ELECTRONIC PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

SPECIAL MEETING INSTRUCTIONS

The public may listen to audio or view the meeting via live stream at https://www.rocklin.ca.us/agendas-minutes.

The public is welcome to attend in person or participate virtually.

For those that do not plan on attending in person, but wish to make a public comment during the meeting, public comments will be accepted in email form up until 3:00 p.m. on the meeting day.

Those wishing to make a public comment in person, although not required, speakers are requested to complete a speaker card and present to the City Clerk.

Public comments should be submitted to the City Clerk at PublicComments@rocklin.ca.us. Emailed public comments will be distributed to City Council and treated as a public record.

This meeting will also be offered via Zoom Webinar and the public is welcome to make a public comment through Zoom following the steps below:

How To Make A Public Comment By Zoom

When you join the meeting, you will be muted by default. To inform the City Clerk that you would like to make a public comment, you will use the “Raise Hand” feature. Information on how to use the raise hand feature can be found on the Zoom website here: https://support.zoom.us/hc/en-us/articles/205566129-Raising-your-hand-in-a-webinar.

Zoom Participation Via Computer Or Smartphone

You can join the meeting from your computer using a web browser or the Zoom software (if it is installed). You can also join the meeting using the Zoom app on your Apple IOS or Android device. Click the link below to join the Zoom meeting:

https://us02web.zoom.us/j/81802343321?pwd=Z1RZSG1NZzVOaVYxTkZ1eFRPd3o4UT09

Zoom Participation By Telephone (Audio Only Option)

1. Dial (669) 900-6833.
2. When asked for the meeting ID, enter 818 0234 3321#.
3. When asked for your participant ID, press # to continue.
4. When asked for the meeting password, enter 375993#.
5. You will be muted by default. To inform the City 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.

For those requiring a modification or accommodation under the Americans with Disabilities Act, please contact Hope Ithurburn, City Clerk at (916) 625-5564 or via email at Hope.Ithurburn@rocklin.ca.us.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

2. CONSENT CALENDAR

2.A Honoring Maggie Lloyd, Tri City Little League

Recommendation: Resolution of the City Council of the City of Rocklin Honoring Maggie Lloyd's Contributions to the Tri City Little League.

Staff Presentation by Mayor Ken Broadway

2.B Rocklin Arts Commission

Recommendation:

1. Adopt an Ordinance of the City Council of the City of Rocklin Enacting Chapter 2.43 of the Rocklin Municipal Code, Establishing an Arts Commission.
2. Adopt an Ordinance of the City Council of the City of Rocklin Amending Chapter 2.44 of the Rocklin Municipal Code to Revise the Parks, Recreation and Arts Commission to the Parks and Recreation Commission.

Staff Presentation by Sherri Conway, Assistant City Manager

2.C Side Letter Agreement with Rocklin Firefighter's Union

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin to Adopt a Side Letter of Agreement to the Memorandum of Understanding between the City of Rocklin and the Rocklin Firefighter's Union to Modify Article 33 Subsection III Extension of Probationary Periods.

Staff Presentation by Elise Hardy, Management Analyst

2.D Updated Tier 2 Commitment Agreement Between the City of Rocklin, County of Placer, City of Roseville, and City of Lincoln

Recommendation: Adopt a Resolution of City Council of the City of Rocklin Approving the Updated Tier 2 Commitment Agreement Between the City of Rocklin, County of Placer, City of Roseville, and City of Lincoln and Authorizing the City Manager to Execute it on Behalf of the City of Rocklin.

Staff Presentation by Justin Nartker, Director of Public Services

2.E Northwest Rocklin Sewer Annexation Construction Notice of Completion

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Northwest Rocklin Sewer Annexation Construction, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (LaFleur Excavating, Inc.).

Staff Presentation by Justin Nartker, Director of Public Services

2.F Amendment No. 1 to the Contract for Services with Jacobs Engineering Group, Inc. for the I80/Auxiliary Lane

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Contract for Services with Jacobs Engineering Group, Inc., and Authorizing the City Manager to Execute Amendment No. 1.

Staff Presentation by Matt McClure, Public Services Manager

2.G Contract for Open Space Monitoring Services

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Services Agreement for Open Space Monitoring Services with Vollmar Natural Lands Consulting, Inc.

Staff Presentation by Rick Lawrence, Public Services Manager

2.H Stanford Terrace Final Map

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Stanford Terrace 1 Lot Condominium Subdivision (SD-2013-05).

Staff Presentation by Lynn Toth, Associate Civil Engineer

2.I Nellia Estates Notice of Completion

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Notice of Completion for the Works Known as Nellia Court for Nellia (formerly Samoylovich) Estates (DL-2003-03), and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Multigroup, LLC, a California Limited Liability company).

Staff Presentation by Lynn Toth, Associate Civil Engineer

3. SPECIAL PRESENTATIONS

4. PUBLIC HEARINGS

4.A Granite Lake Estates - Time Extension Tentative Subdivision Map, SD-2000-02A Oak Tree Preservation Plan Permit, TRE-2000-33A
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a Four-Year Time Extension of a Tentative Subdivision Map and an Oak Tree Preservation Plan Permit (Granite Lakes Estates Time Extension / SD-2000-02A & TRE-2000-33A).
Staff Presentation by Bret Finning, Planning Services Manager

5. DISCUSSION ITEMS

5.A Key Management Practices Update
Recommendation: Receive an Update on Proposed Changes to the City's Key Management Practices, and Provide Direction to Staff.
Staff Presentation by Daniel Choe, Deputy Director of Administrative Services

5.B Sunset Whitney Recreation Area Proposed Master Plan
Recommendation: Provide Direction to Staff Based on Melton Design Group's Findings and Recommendations within the Proposed Master Plan for Sunset Whitney Recreation Area.
Staff Presentation by Kevin Huntzinger, Director of Parks and Recreation

5.C Tanus Circle Emergency Repairs
Recommendation: Receive a Report Regarding Emergency Repairs at Tanus Circle in Accordance with Section 22050 of the California Public Contract Code.
Staff Presentation by Rick Lawrence, Public Services Manager

6. FUTURE AGENDA ITEMS

7. CLOSED SESSION

7.A Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation City of Rocklin v. Legacy Family Adventures and David Busch, El Dorado Superior Court Case No. PC2019039, Third District Court of Appeal Case No. C091172, California Supreme Court Case No. S278391.

7.B Pursuant to Government Code Section 54956.9(c): Conference with Legal Counsel- Anticipated Litigation, Initiation of Litigation, One Case.

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Honoring Maggie Lloyd, Tri City Little League

Date: February 14, 2023

Submitted By: Mayor Ken Broadway

Department: City Council

Recommendation:
Resolution of the City Council of the City of Rocklin Honoring Maggie Lloyd's Contributions to the Tri City Little League.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
HONORING MAGGIE LLOYD, TRI CITY LITTLE LEAGUE

WHEREAS, Maggie Lloyd gave over 7 years of service to Tri City Little League's Board of Directors, including the roles of Treasurer and President; and

WHEREAS; Maggie accomplished the dedication of Field 4 to Harold Peters; and

WHEREAS; Maggie secured multiple regional and state-wide tournaments that were hosted at the home of Tri City Little League in Rocklin; and

WHEREAS, Maggie's love of community and her commitment to the youth of Rocklin go above and beyond the call of duty; and

WHEREAS, Tri City Little League would not be where it is today without Maggie's dedication and leadership; and

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Rocklin hereby recognizes Maggie Lloyd for her contribution and dedication to Tri City Little League and the City of Rocklin.

PASSED AND ADOPTED this 14th day of February, 2023 by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Rocklin Arts Commission

Date: February 14, 2023

Submitted By: Sherri Conway

Department: City Manager's Office

Recommendation:

1. Adopt an Ordinance of the City Council of the City of Rocklin Enacting Chapter 2.43 of the Rocklin Municipal Code, Establishing an Arts Commission.
2. Adopt an Ordinance of the City Council of the City of Rocklin Amending Chapter 2.44 of the Rocklin Municipal Code to Revise the Parks, Recreation and Arts Commission to the Parks and Recreation Commission.

Background:

Pursuant to the City of Rocklin's Public Art Master Plan, adopted by the City Council on January 26, 2016, the Art Task Force was created to serve as the selection panel for both public and private development projects and make recommendations to the Parks, Recreation and Arts Commission. The Art Task Force has been responsible for voluntary public art in a development project as well as the placement of public art elements. The Art Task Force has functioned as a working group for the Parks, Recreation and Arts Commission, holding regularly scheduled and publicly noticed meetings.

At the October 25, 2022, City Council meeting, the City Council directed staff to develop an ordinance to create an Arts Commission and to lead the efforts of retiring the existing Arts Task Force.

At the January 24, 2023 City Council meeting, the City Council (1) introduced, waived further reading and read by title only, an Ordinance Enacting Chapter 2.43 Establishing an Arts Commission; and (2) introduced, waived further reading and read by title only an Ordinance Amending Chapter 2.44 of the Rocklin Municipal Code to Revise the Parks, Recreation and Arts Commission to the Parks and Recreation Commission.

At this time both ordinances, included as Attachments 1 and 2, are presented to the City Council for a second reading and adoption.

Fiscal Impact:

There is no fiscal impact from the adoption of these two ordinances. However, the ordinance provides that the compensation of the Commission members will be set by resolution.

ATTACHMENTS:

1. Ordinance - Establishing the Arts Commission
2. Ordinance - Revising the Parks, Recreation, and Arts Commission

ORDINANCE NO. XXXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ENACTING CHAPTER 2.43 OF THE ROCKLIN MUNICIPAL CODE ESTABLISHING AN ARTS COMMISSION

WHEREAS, arts, culture, and creativity enhance the quality of life for all Rocklin residents, the economic vitality of the city, and are central to the visitor experience of our region; and

WHEREAS, there is demonstrated evidence that an investment in the arts provides significant economic benefits; and

WHEREAS, the Public Art Master Plan was adopted by the City Council in January 2016 (Resolution No. 2016-23) recommended the creation of an Art Task Force; and

WHEREAS In May of 2017, a description of the Duties and Responsibilities of the Art Task Force was adopted by Resolution of the City Council; and

WHEREAS the creation and establishment of a new Arts Commission would build upon the successes of the Art Task Force, and allow for a more permanent entity to be charged with a broader mandate; and

WHEREAS, on October 25, 2022, the City Council provided direction to create a new, stand-alone Arts Commission and to modify the Parks, Recreation and Arts Commission to move art-related responsibilities to the newly established Arts Commission.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this ordinance is to establish the Arts Commission and rules and regulations relating to the functioning of the Commission.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. Enact. Chapter 2.43 of the Rocklin Municipal Code, entitled "Arts Commission," is adopted as follows

2.43.010 – Established.

The Arts Commission is established as set out in this chapter and shall be governed by the rules and regulations set out in this chapter.

2.43.020 – Composition.

The Arts Commission shall consist of five members who shall be appointed by the city council and serve at the council's pleasure, none of whom shall hold any paid office or employment in the city government. Members shall be qualified electors of the city and shall serve for a term of four years.

Commissioners shall be those persons who have demonstrated a strong commitment to the arts through individual patronage, education, or professional experience or knowledge of a particular arts and culture field, and the general public. Efforts should be made to include commissioners who represent a diversity of backgrounds.

2.43.030- Residency required.

In order to be eligible to hold office on the commission, a person must be a resident and registered voter of the city. If, during his or her term of office, a member of the commission moves his or her residence outside the city limits, or ceases to be a registered voter of the city, such member's office shall immediately become vacant.

2.43.040 – Term of service.

Members of the Arts Commission shall serve four-year terms and until their successor is appointed, unless the term is modified by the Mayor with the consent of the city council. Two of the founding members of the commission shall be appointed to a two year term, so as to stagger the terms of the members.

The members of the commission serve at the pleasure of the City Council and may be removed from office by the vote of a majority of the members of the City Council.

2.43.050 - Compensation.

Compensation for a member of the Arts Commission shall be in an amount established by resolution of the City Council

2.43.060 - Failure to attend meetings.

In the event a member has three consecutive unexcused absences from regular meetings of the commission, the city council may declare the office of such member vacant. The secretary to the commission shall advise the Mayor through the City Clerk of any member with three (3) consecutive unexcused absences. The chair of the commission has the discretion to determine whether absences are excused or unexcused. Absences should be excused if due to situations such as illness, religious observances, family emergencies, work conflicts, and vacations. If any member of the commission fails to attend three consecutive meetings, without due cause,

such failure shall be deemed to constitute the retirement of such member. The chair or the vice chair of the commission shall forthwith notify the council of the fact, and the position held by the member shall be declared vacant.

2.43.070 - Meetings.

The Arts Commission shall hold at least one regular meeting in each month on the fourth Monday of the month or such other time as approved by the city council, unless that date falls on a legal holiday, in which case the following Monday shall be the meeting date.

A quorum shall be a majority of the commission. No action of the commission shall be valid without the affirmative vote of at least three members.

All meetings of the commission shall be conducted in accordance with the latest edition of Robert's Rules of Order as published by Webster's New World, unless the particular rule or matter is otherwise provided for by city ordinance or the commission's rules and regulations.

A permanent change in the date and time of the regularly scheduled meetings of the commission shall be submitted to the City Council for approval. Such change may be approved by motion, without the need to amend this chapter.

The commission shall keep a record, which shall be available for public inspection, of all of its resolutions, proceedings, and other actions.

The commission may adopt and amend, by the affirmative vote of a majority of its members, rules and regulations for the conduct of the commission's business consistent with this chapter. Such rules and regulations shall be submitted to the City Council and shall not become effective until approved by the City Council

2.43.080- Organizational meeting—Officers.

The first regular meeting in January of every year shall be an organizational meeting, at which time the commission shall elect its own chair and vice chair, who shall serve in such positions for a period of one year or until their successors are chosen.

2.43.090 - Special meeting.

Special meetings of the commission may be called by the chair or upon the request of the city council acting through either the mayor or the city manager. Notice of a special meeting shall be given at least twenty-four hours in advance of such special meeting.

2.43.100 - Brown Act compliance.

All meetings of the commission shall be held in compliance with the Ralph M. Brown Act.

2.43.110 – Purpose and duties.

The Arts Commission shall act in an advisory capacity to the City Council in matters pertaining to the implementation of the Public Art Master Plan. The commission is charged with performing the following specific functions:

A. Review, recommend updates, and implement elements of the Public Art Master Plan adopted by the city council;
B. Advise the city council on all matters affecting arts and culture of the city;
C. Encourage programs in the arts to promote the cultural enrichment of the community;
D. Establish an effective liaison between the city, county, and local cultural and artistic groups.

Section 4. Effective Date. This ordinance shall take effect 30 days after the date of its adoption.

Section 5. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unlawful.

Section 6. Publication.

Within 15 days of passage of this Ordinance, the City Clerk shall cause the full text of the ordinance, a summary of the ordinance, or an advertisement of the ordinance to be published in a newspaper of general circulation, with the names of those City Councilmembers voting for and against the Ordinance, in accordance with Government Code section 36933.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on January 24, 2023, 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 February 14, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Kenneth Broadway, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk

First Reading:

Second Reading:

Effective Date:

ORDINANCE NO. XXXX
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AMENDING CHAPTER 2.44 OF THE ROCKLIN MUNICIPAL CODE TO REVISE
THE PARKS, RECREATION AND ARTS COMMISSION TO THE
PARKS AND RECREATION COMMISSION

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

Section 1. Purpose. The purpose of this Ordinance is to change the Parks, Recreation, and Arts Commission to the Parks and Recreation Commission, to reflect the role of the Parks and Recreation Commission in its service to the City following the creation of a city Arts Commission.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California constitution.

Section 3. Amend. Chapter 2.44 entitled "Parks, Recreation Art Commission" is amended and retitled as "Parks and Recreation Commission."

Section 4. Amend. Chapter 2.44, Section 2.44.010 entitled "Established-Governing Rules and regulations," is amended to read as follows:

Section 2.44.010 – Established- Governing rules and regulations.

A parks and recreation commission is established as set out in this chapter and shall be government by the rules and regulations set out in this chapter.

Section 5. Amend. Chapter 2.44, Section 2.44.050 entitled "Term," is amended to read as follows:

Section 2.44.050 – Term.
Members of the parks and recreation commission shall serve terms of four years and until their successors are appointed, unless the term is modified by the mayor with the consent of the city council.

Section 6. Amend. Chapter 2.44, Section 2.44.055 entitled "Compensation," is amended to read as follows:

Section 2.44.055– Compensation.

The compensation for a member of the parks and recreation commission shall be in an amount established by resolution of the city council.

Section 7. Amend. Chapter 2.44, Section 2.44.090 entitled "Special Meeting," is amended to read as follows:

Section 2.44.090 – Special meeting.

Special meetings of the parks and recreation commission may be called by the chair, upon the written request of at least three members or upon the request of the council acting through either the mayor or the city manager. Notice of a special meeting shall be given at least twenty-four hours in advance of such special meeting, either in writing or by telephone.

Section 8. Amend. Chapter 2.44, Section 2.44.100 entitled "Brown Act compliance," is amended to read as follows:

Section 2.44.100 – Brown Act compliance.

All meetings of the parks and recreation commission shall be held in compliance with the Ralph M. Brown Act.

Section 9. Repeal and Reenact. Chapter 2.44, Section 2.44.110 entitled "Duties," is repealed and reenacted in its entirety to read as follows:

Section 2.44.110 - Duties.

The parks and recreation commission shall act in an advisory capacity to the city council in matters pertaining to parks and recreation. The city council shall set forth the specific duties of the parks and recreation commission by resolution, as may be amended from time to time.

Section 10. Amend. Chapter 2.44, Section 2.44.120 entitled "Youth commissioner," is amended to read as follows:

Section 2.44.120 – Youth commissioner.

There shall be appointed to the parks and recreation commission a youth commissioner. The youth commissioner shall be at least age sixteen, a resident of Rocklin, and enrolled as a junior or senior in high school. The youth commissioner will serve a one-year term from July 1 to June 30 the following year. The youth commissioner is a non-voting member of the parks and recreation commission, and is not included for the purpose of determining a quorum.

Section 11. Effective Date. This ordinance shall take effect 30 days after the date of its adoption.

Section 12. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of

this ordinance. City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 13. Publication. Within 15 days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, a summary of the ordinance, or an advertisement of the ordinance to be published in a newspaper of general circulation, with the names of those City Councilmembers voting for and against the ordinance, in accordance with Government Code section 36933.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on January 24, 2023, 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 February 14, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Ken Broadway, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk

First Reading:

Second Reading:

Effective Date:

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Side Letter Agreement with Rocklin Firefighter's Union

Date: February 14, 2023

Submitted By: Elise Hardy, Administrative Services
Tameka Usher, Administrative Services

Department: Administrative Services - Human Resources

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin to Adopt a Side Letter of Agreement to the Memorandum of Understanding between the City of Rocklin and the Rocklin Firefighter's Union to Modify Article 33 Subsection III Extension of Probationary Periods.

Background:
In January 2023 Fire Department staff notified the City that Section V., Article 33 Subsection III of the MOU between the City of Rocklin and the Rocklin Firefighter's Union (Union), approved by Resolution No. 2022-159, limits the City's ability to extend the probationary period of an employee who is out due to a prolonged absence. The current wording only allows the City to extend the probationary period for up to six (6) months. If an employee is out due to a prolonged absence in excess of six (6) months, the City does not have the option to extend the probationary period commensurate with the absence.

Representatives of the City and the Union have met and conferred and mutually agree to the new provisions to Section V., Article 33 Subsection III as follows:

III. Extension of Probationary Period:
Any employee's probationary period may be extended by the Fire Chief for up to six (6) months in his/her sole discretion. An employee whose probationary period is extended shall have their salary anniversary date adjusted to the date following the end of the extension.

A probationary period may also be extended due to a prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of 90 consecutive calendar days. The extension of the probationary period shall not exceed the length of the absence.

The Fire Chief or the Fire Chief's designee shall meet with the union prior to extending any probationary period as a result of a prolonged absence of an employee.

The side letter is included as Attachment 2 (Resolution Exhibit A).

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation.

ATTACHMENTS:
1. Resolution - Approving a Side Letter with RFA
2. Resolution Exhibit A - Side Letter

RESOLUTION NO. 2023-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING A SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTER'S UNION TO MODIFY ARTICLE 33 SUBSECTION III EXTENSION OF PROBATIONARY PERIODS

WHEREAS, the City Council approved and adopted the Memorandum of Understanding (MOU) between the City of Rocklin and the Rocklin Firefighter's Union Local 3847 effective July 1, 2022 to June 30, 2025, by Resolution No. 2022-159; and

WHEREAS, Section V, Article 33, Subsection III of MOU does not allow the City to extend probationary periods for periods longer than six (6) months; and

WHEREAS, the City and Rocklin Firefighter's Union have met and conferred and tentatively agreed to amend the provisions of Article 33 of the MOU as set forth in Exhibit "A" attached hereto.

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

Section 1. The side letter of agreement attached hereto as Exhibit "A" shall amend the Memorandum of Understanding between the City of Rocklin and the Rocklin Firefighter's Union and is hereby approved. The City Manager is authorized to sign the side letter of agreement on behalf of the City.

PASSED AND ADOPTED this 14th day of February 2023, by the following vote:

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

Ken Broadway, Mayor

ATTEST:

Hope Ithurburn, City Clerk

DocuSign Envelope ID: 41C42BC9-A8D8-436B-8E54-566C6AC7F6A4

SIDE LETTER OF AGREEMENT

BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTER'S UNION LOCAL 3847

WHEREAS, the City of Rocklin (City) and the Rocklin Firefighter's Union Local 3847 (collectively, "the Parties") are parties to a Memorandum of Understanding (MOU) establishing the terms and conditions of employment between the City and employees in the Union for the period of July 1, 2022 to June 30, 2025; and

WHEREAS, Article 33 of the MOU describes the manner and method in which probationary periods are handled; and

WHEREAS, Article 33 (III) of the MOU allows for "Extension of Probationary Periods" up to 6 months at the Fire Chief's sole discretion; and

WHEREAS, the City and the Union have met and conferred and agree to amend the MOU Article 33 (III) to include an extension to the probationary period for an employee on a prolonged absence.

AGREEMENT

Now, therefore, the Parties agree to amend the MOU and incorporate the changes and additions set forth herein. Except as amended by this Agreement, the provision of the MOU remain in full force and effect.

Section V – Terms and Conditions of Employment, Article 33. Probationary Period

III. Extension of Probationary Period:

Any employee's probationary period may be extended by the Fire Chief for up to six (6) months in his/her sole discretion. An employee whose probationary period is extended shall have their salary anniversary date adjusted to the date following the end of the extension.

A probationary period may also be extended due to a prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of 90 consecutive calendar days. The extension of the probationary period shall not exceed the length of the absence.

The Fire Chief or the Fire Chief's designee shall meet with the union prior to extending any probationary period as a result of a prolonged absence of an employee.

FOR THE UNION:

DocuSigned by:
A6DC3FB5B4A84C3...

Chris Wade, President
Rocklin Firefighter's Union Local 3847

Date: 1/24/2023 | 4:52 PM PST

FOR THE CITY:

_____

Aly Zimmermann, City Manager
City of Rocklin

Date: _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Updated Tier 2 Commitment Agreement Between the City of Rocklin, County of Placer, City of Roseville, and City of Lincoln

Date: February 14, 2023

Submitted By: Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:
Adopt a Resolution of City Council of the City of Rocklin Approving the Updated Tier 2 Commitment Agreement Between the City of Rocklin, County of Placer, City of Roseville, and City of Lincoln and Authorizing the City Manager to Execute it on Behalf of the City of Rocklin.

Background:
The South Placer Traffic Model, developed in the 1990's and used by all jurisdictions in South Placer County, required the construction of a limited access expressway from State Route 65 in Placer County to Highway 99 in Sutter County to relieve the general plan buildout conditions of Lincoln, Rocklin, Roseville, and Placer County (County). On October 27, 2020, the Rocklin City Council adopted Resolution No. 2020-207, approving the Placer Parkway Phase 1 Reimbursement Agreement, known as the Tier 2 Funding Commitment Agreement. This agreement allows Placer County to borrow funding for the first phase of the construction from Highway 65 to Foothills Boulevard and then be reimbursed by the South Placer Regional Transportation Authority (SPRTA) Tier 2 fee program. Copies of Resolution No. 2020-207 and the original Agreement are included as Attachment 3.

In addition, the agreement recognizes the funding and reimbursement agreement (FARA) between the County and United Auburn Indian Community (UAIC) for Phase 1, and commits Tier 2 fee revenue to reimburse the County for the Phase 1 project. Since 2020 the FARA has been fully executed; however, the funding amount has increased and on September 27, 2022, the agreement between the County and UAIC was updated to reflect the increase in the funding amounts.

As a result, the existing FARA with the County, Rocklin, Roseville, and Lincoln must also be updated to reflect the changes which are listed below:

- UAIC increases the amount to advance to the County to $27,745,250 (up from $15,000,000).
- The County estimates the cost of Phase 1 Project to be $81,900,000 (up from

$58,000,000).
- The County agrees to advance $36,745,250 on a reimbursable basis (up from $24,000,000 and includes $6,000,000 for design).
- Miscellaneous formatting and non-substantive changes.

The provision pertaining to the obligations of the City of Rocklin (Section 13 of the Tier 2 Funding Commitment Agreement) has not been changed from the prior version of the Agreement.

Staff has reviewed the proposed updates and recommends that the updated agreement be approved.

Fiscal Impact:

There is no fiscal impact associated with the staff recommendation. Rocklin does not currently collect or is expected in the future to collect the SPRTA Tier 2 Development Fee unless areas are annexed into the City's jurisdiction after the effective date of the Agreement, and on any new development over and above the total densities or intensities approved in the Northwest Rocklin Annexation area General Development Plan after the effective date of the original 2020 agreement.

ATTACHMENTS:

1. Resolution - Updated Tier 2 Commitment Agreement
2. Updated Tier 2 Commitment Agreement
3. Resolution No. 2020-207 and Original Tier 2 Commitment Agreement

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE UPDATED TIER 2 COMMITMENT AGREEMENT BETWEEN THE CITY OF ROCKLIN, COUNTY OF PLACER, CITY OF ROSEVILLE, AND CITY OF LINCOLN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROCKLIN

WHEREAS, on October 27, 2020, the City Council approved the Placer Parkway Phase 1 Reimbursement Agreement (entitled "Tier 2 Funding Commitment Agreement") via Resolution 2020-207; and

WHEREAS, this agreement allows Placer County to borrow funding for the first phase of the construction from Highway 65 to Foothills Boulevard and then be reimbursed by the South Placer Regional Transportation Authority (SPRTA) Tier 2 fee program; and

WHEREAS, this agreement recognizes the funding and reimbursement agreement (FARA) between Placer County and United Auburn Indian Community (UAIC) for Phase 1 and commits Tier 2 fee revenue to reimburse the County for the Phase 1 project; and

WHEREAS, on September 27, 2022, the FARA between Placer County and the UAIC was updated to reflect funding increases and, as a result, the existing Tier 2 Commitment Agreement, between the City of Rocklin, County of Placer, City of Roseville, and City of Lincoln needs to be updated accordingly; and

WHEREAS, Rocklin does not currently collect, nor is expected in the future to collect the SPRTA Tier 2 Development Fee unless areas are annexed into the City's jurisdiction after the effective date of the Agreement, and on any new development over and above the total densities or intensities approved in the Northwest Rocklin Annexation area General Development Plan after the effective date of the original 2020 agreement.

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

Section 1. The revised Tier 2 Funding Commitment Agreement between Placer County, the cities of Lincoln, Rocklin, and Roseville, is approved. The City Manager is authorized to execute the updated agreement on behalf of the City of Rocklin, in substantially the form set forth in Exhibit "A" attached hereto.

PASSED AND ADOPTED this 14th day of February, 2023, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:

ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT A

TIER 2 FUNDING COMMITMENT AGREEMENT

THIS TIER 2 FUNDING COMMITMENT AGREEMENT ("Agreement") is made as of the_____day of_____, 2023 , by and among and the County of Placer, a political subdivision of the State of California, ("County"), the City of Lincoln, a municipal corporation ("Lincoln"), the City of Rocklin, a municipal corporation ("Rocklin"), and the City of Roseville, a municipal corporation ("Roseville").

RECITALS

WHEREAS, the County and the United Auburn Indian Community ("Tribe") have entered into a Funding and Reimbursement Agreement ("FARA") to work cooperatively to design, finance, and construct the initial phase of the regional transportation project known as Placer Parkway, as such initial phase is depicted on Exhibit A attached hereto. (the "Placer Parkway Phase 1 Improvement Project", or "Phase 1 Project").

WHEREAS, the Phase 1 Project consists of transportation facilities extending generally from California State Route 65 west to Foothills Boulevard North in unincorporated Placer County.

WHEREAS, the FARA establishes a funding mechanism, based on a combination of reimbursable and non-reimbursable County and Tribe contributions, to facilitate construction of the Phase 1 Project, with reimbursement where applicable provided by future traffic impact fees paid pursuant to the South Placer Regional Transportation Authority's Tier 2 Traffic Fee program. ("Tier 2 Fees.")

WHEREAS, on September 1, 2015, the Placer County Board of Supervisors adopted Resolution 2015-189 approving an Initial Study/Mitigated Negative Declaration (SCH 2015052032), with required findings and mitigations and adopting a mitigation monitoring plan, for the Phase I Project.

WHEREAS, on March 21, 2017, the Placer County Board of Supervisors adopted Resolution 2017-065 approving the design contract for the Phase 1 Project.

WHEREAS, the FARA includes a commitment by the Tribe to advance to the County a total of up to Nine Million Dollars ($9,000,000) on a non-reimbursable basis, for use on the Phase 1 Project as more fully described in the FARA.

WHEREAS, in the FARA, the Tribe agreed to advance to the County a total of up to

Twenty Seven Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars ($27,745,250) on a reimbursable basis, for use on the Phase 1 Project as more fully described therein.

WHEREAS, the County has to date agreed to fund the design contract for the Phase 1 Project in the amount of Six Million Dollars ($6,000,000) (the “Design Costs”).

WHEREAS, a Memorandum of Understanding between the County and the Tribe calls for the Tribe to pay its fair share of a potential grade separation or equivalent project at Athens Avenue and the Union Pacific railroad tracks, as more fully described the in the FARA, and the County and Tribe have agreed that Tribe’s Remaining Grade Separation Project Fair Share Contribution is Eight Million Four Hundred Nine Thousand Five Hundred dollars ($8,409,500).

WHEREAS, the County estimates the cost of the Phase 1 Project in 2022 dollars is Eighty One Million Nine Hundred Thousand Dollars ($81,900,000) with funding shown on attached Exhibit D.

WHEREAS, in the FARA, the County agreed to advance a total of Thirty Six Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars ($36,745,250) on a reimbursable basis, for use on the Phase 1 Project, which consists of the Design Costs identified above and Thirty Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars ($30,745,250) in additional funds, as more fully described in the FARA.

WHEREAS, Lincoln, Rocklin, and Roseville are referred to herein as the “City Parties.”

WHEREAS, Section 7 of the Tier II Development Fee Memorandum of Agreement between the County and the City Parties provides a mechanism for reimbursement to a party or developer that constructs subject improvements as identified in that agreement.

WHEREAS, in order to provide an ongoing revenue source for the reimbursable amounts identified in the FARA, the County has requested the City Parties commit, as a first priority and with interest equal to the Tier 2 CCI identified herein, future Tier 2 revenues collected within the City Parties’ respective jurisdictions to repay the County and Tribe for the moneys the County and Tribe advanced pursuant to the FARA for construction of the Phase 1 Project.

WHEREAS, recognizing the need for the Phase 1 Project and the opportunity to advance construction of the Phase 1 Project that is provided by the FARA, the City

Parties have each agreed to commit Tier 2 revenues as identified herein.

WHEREAS the County and City Parties each desire to address the potential future application of Tier 2 Fees to Tribe-owned lands located in the County's Sunset Area Plan area.

WHEREAS, the parties agree that there is funding contained in the SPRTA budgeting process designated for planning of future phases of Placer Parkway and that this Agreement is not intended to restrict or otherwise affect the use of such planning funds.

WHERAS, a copy of the FARA is attached as Exhibit B to this Agreement.

WHEREAS, the Parties wish to enter into an agreement to memorialize their understanding on the matters identified above.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Definitions. Words and phrases used in this Agreement shall have the following meanings:

Connector Roadway means the proposed roadway connection between the Phase 1 Project and the Athens Ave. as more fully depicted on attached Exhibit C.

Effective Date means the date that this Agreement is executed by all parties.

MOU means the Amended and Restated Memorandum of Understanding between the County and Tribe dated July 10, 2018, as such memorandum may be amended and/or restated from time to time.

SPRTA means the South Placer Regional Transportation Authority.

Tier 2 CCI means the annual construction cost index adjustment more fully described in amended Section 3 of the Tier 2 Agreement, whether or not formally adopted by SPRTA in any given year.

Tier 2 Agreement means that certain "Tier II Development Fee Memorandum of Agreement" entered into by the County and the City Parties on May 27, 2009, and amended in 2013 and 2017, as such

agreement may be amended from time to time.

2. **Purpose and Intent of Agreement.** The purpose and intent of this Agreement is to provide for the memorialization of the understanding between the Parties regarding each party's obligation to contribute future Tier 2 revenues to reimburse the County and Tribe for Phase 1 Project and related costs incurred by the County and Tribe, accounting therefore, and acknowledgement of reimbursement rights relating to such revenues.

3. **Term and Termination.** This Agreement shall be effective as of the date first above written and shall remain in effect for thirty (30) years, or until such time as the Parties agree to extend, terminate and/or supersede this Agreement.

4. **City Parties' Obligations Regarding Tier 2 Fees**. The City Parties, and each of them, agree, for the term of this Agreement, to:

a. Continue to collect Tier 2 Fees as provided for in the Tier 2 Agreement, including the Tier 2 CCI.

b. Forward to SPRTA all Tier 2 Fees collected, including the Tier 2 CCI.

c. Consent to SPRTA distributing Tier 2 Fees, including the Tier 2 CCI, to the County for the purposes of reimbursing the County and Tribe for costs of the Phase 1 Project as provided for in the FARA. The City Parties each agree that collection and distribution of the Tier 2 CCI to the County as provided for herein will provide County a source of funds to pay to the County and Tribe, as the case may be, interest on reimbursable amounts based on the Construction Cost Index as identified in the Tier 2 Agreement. By executing its consent hereto, SPRTA agrees to Tier 2 Fees to the County until the entire Reimbursement Maximum, including Tier 2 CCI amounts, is reimbursed.

d. Take such measures as necessary to ensure that Tier 2 Fees and the Tier 2 CCI will continue to be collected and distributed as provided for herein, whether such fees are renamed and/or modified or replaced by a functionally equivalent fee, including, without limitation, one or more regional fees involving one or more public entities.

e. Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, the City Parties' general or special funds

or any other funds in the possession or control of the City Parties or their accounts now or in the future.

5. Connector Roadway. The City Parties each agree and acknowledge as follows:

a. In the FARA, the County agreed to review and process in accordance with established County practices any applications for encroachment, grading and/or other permits that the Tribe may determine advisable or necessary to build and connect the Tribe's proposed Connector Roadway, either as such Connector Roadway is described in attached Exhibit C (including right turn in/right turn out components) or as may otherwise be requested by the Tribe, to the Phase 1 Project and to Athens Ave., with the Tribe responsible for all costs of environmental compliance, permitting and building the Connector Roadway, including such traffic control devices as may be reasonably required by the County. Any material changes to the proposed Connector Roadway from that shown on attached Exhibit C shall be presented to SPRTA for its review and concurrence.

b. That the Connector Roadway, if constructed, shall be property of the Tribe and shall not be part of the County's maintained mileage system of roadways.

c. That the intent of the cooperating agencies is for the Placer Parkway to be a limited access expressway, and that, although intersections may start as at-grade signalized intersections, the goal is that grade-separated interchanges would eventually be constructed.

6. Tribe Non-Reimbursable Contribution.

a. The City Parties agree and acknowledge that the Tribe agreed in the FARA to remit to the County a total of up to Nine Million Dollars ($9,000,000) as a non-reimbursable contribution for use on the Phase 1 Project (collectively, the "Tribe Non-Reimbursable Contribution").

b. The County agrees to deposit the Tribe Non-Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

7. Tribe Reimbursable Contribution

a. The City Parties agree and acknowledge that the Tribe agreed in the FARA to remit to the County a total of up to Twenty Seven Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars ($27,745,250) as a reimbursable contribution for use on the Phase 1 Project (collectively, the "Tribe Reimbursable Contribution").

b. The County agrees to deposit the Tribe Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

c. The City Parties agree and acknowledge that Tier 2 Fees and Tier 2 CCI collected and forwarded to SPRTA will subsequently be forwarded to the County for reimbursement to the Tribe of reimbursable Tribe contributions, with interest at the Tier 2 CCI amount, pursuant to the FARA.

8. <u>Remaining Phase 1 Project Costs</u>

a. The parties agree and acknowledge that the County agreed in the FARA to be responsible for all other Phase 1 Project Costs above and beyond the Remaining Grade Separation Project Fair Share Contribution, the Tribe Non-Reimbursable Contribution and the Tribe Reimbursable Contribution (such County obligations, including Design Costs, are collectively the "County Contributions".)

b. The City Parties agree and acknowledge that Tier 2 Fees and Tier 2 CCI collected and forwarded to SPRTA will subsequently be forwarded to the County for reimbursement of the County Contributions and the Remaining Grade Separation Project Fair Share Contribution, with interest at the Tier 2 CCI amount.

9. <u>County Obligation to Construct Phase 1 Project</u>. The Parties agree that the County shall have the obligation to reasonably prosecute construction and completion of the Phase 1 Project to the extent permitted by law. County agrees to notify the City Parties in writing at least twice per year regarding construction progress.

10. <u>Reimbursement Maximum</u>. The parties agree that the maximum reimbursement amount subject to this Agreement shall be, adjusting for the Tier 2 CCI, the total of the Tribe Reimbursable Contribution, the County Contributions, the Remaining Grade Separation Project Fair Share Contribution, and any deficiency amounts paid by the County to the Tribe pursuant to Section 9(d) of FARA.

11. Tribe-Owned Lands Located in County's Sunset Area Plan Area. The parties agree and acknowledge that that the Tribe owns land within the County's Sunset Area Plan Area as such area is identified in the "Sunset Area Plan Public Review Draft" dated December 2018 and, further, that Tier 2 Fees are not currently collected in the Sunset Area Plan Area. The parties agree that should Tier 2 Fees, or equivalent, be collected in the future in the Sunset Area Plan Area, the Tribe shall be eligible for a credit on Tier 2 Fees in the amount of up to Nine Million Dollars ($9,000,000) in recognition of the Tribe Non-Reimbursable Contribution.

12. General Provisions. Except to the extent specifically addressed herein, this Agreement shall be governed by the provisions of the Tier 2 Agreement. Each party shall also comply with all other agreements, if any, made by the Parties in furtherance of the Phase 1 Project.

13. Rocklin Obligations. Notwithstanding any contrary terms herein, any and all obligations of the City of Rocklin to date pertaining to Tier 2 Fees for the Placer Parkway were satisfied by the City's prior SR65/Whitney Ranch Parkway interchange improvements. This Tier 2 Funding Commitment Agreement does not require the City of Rocklin to administer or collect Tier 2 Fees for the Placer Parkway. The City will continue to be subject to the terms of the Tier 2 Agreement regarding the imposition of Tier 2 Fees on new development located within any areas annexed into the City's jurisdiction after the effective date of this Agreement, and on any new development over and above the total densities or intensities approved in the Northwest Rocklin Annexation Area General Development Plan after the effective date of this Agreement. . The parties agree that this Agreement shall apply to any such new development(s).

14. 2020-2021 SPRTA Travel Demand Model/Tier 1& Tier 2 Fee Update. The parties agree and acknowledge that the Placer County Transportation Planning Agency (PCTPA) and its member agencies, including the County and the City Parties, will hire a qualified consultant team to provide traffic modeling services to update the SPRTA Regional Transportation and Air Quality Mitigation Fee program. The services will specifically include 1) Updating the existing SPRTA travel demand forecasting model, with the goal that projects that are evaluated with the model are SB 743 compliant, and 2) Updating the Tier I and Tier II SPRTA Regional Impact Fee Programs, including the purpose of facilitating the establishment of a reasonable nexus between impacts and the fees included in the fee program.

15. Notices. Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as

follows:

If to County:

County of Placer
Director of Public Works
3091 County Center Drive
Auburn, CA 95603

With a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603

If to Lincoln:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

If to Rocklin:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

If to Roseville:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

If to SPRTA:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other Parties. The parties agree that this

agreement notice page and signature pages may be completed in counterparts.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement effective as of the date first written above.

COUNTY OF PLACER

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

CITY OF LINCOLN

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

[Signatures continued on following pages]

CITY OF ROCKLIN

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

[Signatures continued on following page]

CONSENT OF SPRTA

The South Placer Regional Transportation Authority hereby consents to the provisions of this Agreement and agrees to be bound hereby. SPRTA agrees to pay to County accrued revenues, including Tier 2 CCI amounts, as provided for herein no less than semi-annually. SPRTA further agrees and acknowledges that Tier 2 CCI amounts are being forwarded to the County for payment of interest to the County and Tribe on reimbursable amounts in a percentage equivalent to the Tier 2 CCI amount.

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
SPRTA Counsel

Exhibit List:

Exhibit A - Placer Parkway Phase 1 Improvement Project Description
Exhibit B - Funding and Reimbursement Agreement
Exhibit C - Connector Road Project Description
Exhibit D - Placer Parkway Phase 1 Improvement Project Funding Summary

EXHIBIT A
Placer Parkway Phase 1 Improvement Project Description

The Placer Parkway Phase 1 Improvements Project (Phase 1 Project) is the initial necessary phase of the planned Placer Parkway corridor, which will ultimately be a 15- mile, high-speed transportation facility that will connect State Route (SR) 65 in western Placer County to SR 70/99 in south Sutter County. The Placer Parkway is an opportunity to implement infrastructure improvements that will benefit a wide range of individuals, businesses and communities in rural and suburban western Placer County and eastern Sutter County. The Parkway will link rural areas and provide a connection to and from existing and planned development near some of the region's fastest growing communities and job centers. The Placer Parkway project was planned to respond to increased travel demand and congestion related to anticipated population and jobs growth as well as to improve goods movement. It was also planned to address the lack of alternative routes between SR 99/70 and SR 65, two busy regional highways. The Parkway provides additional east-west access parallel facility to I-80 that will reduce congestion, allowing for better movement of goods on the interstate freight corridor. The Parkway will improve access from rural and suburban areas to the I-80 and I-5 corridors, high tech industry in the SR 65 corridor, job centers in downtown Sacramento, and airports in Lincoln and Sacramento. It will also provide access to the planned commercial, industrial, entertainment, education and residential development in the Sunset Area, which encompasses 8,497 acres located in unincorporated south Placer County.

Phase 1 of the Parkway is proposed to be built as a four-lane roadway from SR 65 to Foothills Boulevard North. The Phase 1 Project begins at SR 65 in Placer County at the existing SR 65/Whitney Ranch Parkway between Sunset Boulevard and Twelve Bridges Drive and terminates 1.5 miles to the southwest at Foothills Boulevard North. Phase I establishes full freeway access at SR 65 with the completion of the interchange and construction of a new roadway connection west to Foothills Boulevard North. It will provide alternative connections to Foothills Boulevard North to relieve congestion along SR 65 at Sunset Boulevard and Twelve Bridges Drive and along Industrial Avenue and Sunset Boulevard.

Phase 1 also includes an overhead grade separation at the Union Pacific Railroad (UPRR) tracks parallel to Industrial Avenue. This provides vehicles a safe crossing of the railroad tracks and will reduce the number of vehicles using the

existing UPRR at-grade crossing at Athens Avenue and Industrial Avenue. This will also have benefits for UPRR operations.

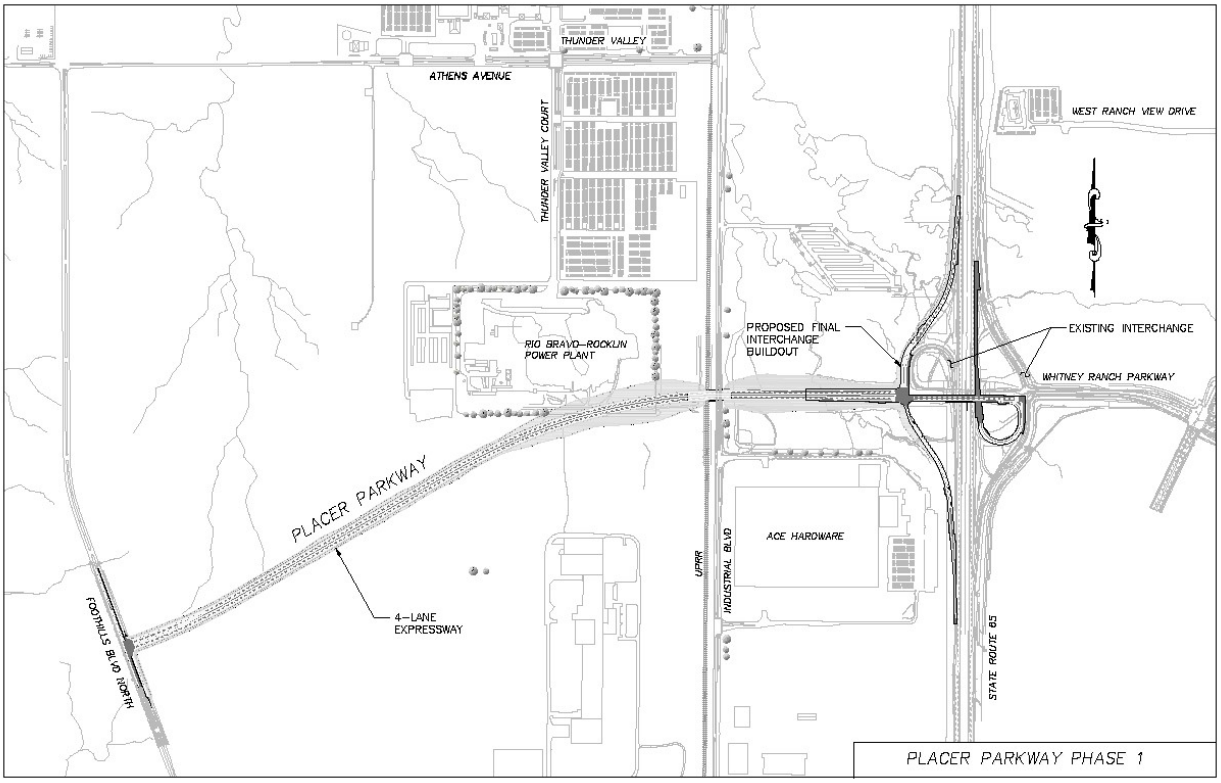

THUNDER VALLEY
ATHENS AVENUE
THUNDER VALLEY COURT
WEST RANCH VIEW DRIVE
RIO BRAVO–ROCKLIN POWER PLANT
PROPOSED FINAL INTERCHANGE BUILDOUT
EXISTING INTERCHANGE
WHITNEY RANCH PARKWAY
PLACER PARKWAY
ACE HARDWARE
UPRR
INDUSTRIAL BLVD
4–LANE EXPRESSWAY
FOOTHILLS BLVD NORTH
STATE ROUTE 65
PLACER PARKWAY PHASE 1

EXHIBIT B

Funding and Reimbursement Agreement

FUNDING AND REIMBURSEMENT AGREEMENT

THIS FUNDING AND REIMBURSEMENT AGREEMENT ("Agreement") is made as of the 27th day of September, 2022, by and among and the County of Placer, a political subdivision of the State of California, ("County") and the United Auburn Indian Community, a federally recognized Indian Tribe ("UAIC" or "Tribe").

RECITALS

WHEREAS, the County and UAIC wish to work cooperatively to finance the initial phase of the regional transportation project known as Placer Parkway, as such initial phase is depicted on Exhibit AA attached hereto (the "Placer Parkway Phase 1 Improvements Project", or "Phase 1 Project").

WHEREAS, the County and UAIC entered into that certain Memorandum of Understanding ("MOU") dated January 20, 2000, which MOU was amended and restated on July 10, 2018, addressing the development of the Tribe's gaming facility property on Athens Avenue in unincorporated Placer County and various other matters as contained therein.

WHEREAS, the Phase 1 Project consists of transportation facilities extending generally from California State Route 65 west to Foothills Boulevard North in unincorporated Placer County, south of the gaming facility property identified above.

WHEREAS, on September 1, 2015, the Placer County Board of Supervisors adopted Resolution 2015-189 approving an Initial Study/Mitigated Negative Declaration (SCH 2015052032), with required findings and mitigations and adopting a mitigation monitoring plan, for the Phase I Project.

WHEREAS, on March 21, 2017, the Placer County Board of Supervisors adopted Resolution 2017-065 approving the design contract for the Phase 1 Project.

WHEREAS, the County has to date funded the design contract for the Phase 1 Project in the amount of Six Million Dollars ($6,000,000) (the "Design Costs").

WHEREAS, the MOU calls for the Tribe to pay its fair share of a potential grade separation or equivalent project at Athens Avenue and the Union Pacific railroad tracks, as more fully described on attached Exhibit BB (the "Grade Separation Project").

WHEREAS, the County and Tribe agree that the Tribe's remaining fair share contribution for the Grade Separation Project is Eight Million Four Hundred Nine Thousand Five Hundred Dollars ($8,409,500) (the "Remaining Grade Separation Project Fair Share Contribution").

WHEREAS, the County and Tribe wish to establish a funding mechanism, based on a combination of reimbursable and non-reimbursable County and Tribe contributions, that will facilitate construction of the Phase 1 Project, with reimbursement where applicable provided by future traffic impact fees paid pursuant to the South Placer Regional Transportation Authority's Tier 2 Traffic Fee program ("Tier 2 Fees").

WHEREAS, the Tribe has agreed to pay to the County as a non-reimbursable contribution the Remaining Grade Separation Project Fair Share Contribution and the County has agreed to use the Remaining Grade Separation Project Fair Share Contribution for construction of the Phase 1 Project, as more fully described herein.

WHEREAS, the County has agreed to relieve the Tribe of any further obligation for the Grade Separation Project upon full payment to the County of the Remaining Grade Separation Project Fair Share Contribution.

WHEREAS, the Tribe has agreed to advance to the County a total of up to Nine Million Dollars ($9,000,000) on a non-reimbursable basis, for use on the Phase 1 Project as more fully described herein.

WHEREAS, the Tribe has agreed to advance to the County up to a total of Twenty-Seven Million Seven Hundred Forty-Five Thousand Two Hundred Fifty Dollars ($27,745,250) on a reimbursable basis, for use on the Phase 1 Project as more fully described herein.

WHEREAS, the County and Tribe estimate the cost of the Phase 1 Project in 2022 dollars is Eighty-One Million Nine Hundred Thousand Dollars ($81,900,000).

WHEREAS, the County has agreed to advance a total of up to Thirty-Six Million Seven Hundred Forty-Five Thousand Two Hundred Fifty Dollars ($36,745,250) on a reimbursable basis, for use on the Phase 1 Project, which consists of the Design Costs identified above and Thirty Million Seven Hundred Forty-Five Thousand Two Hundred Fifty Dollars ($30,745,250) in additional funds, as more fully described herein.

WHEREAS, the County and UAIC wish to enter into an agreement to memorialize their understanding on the matters identified above.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Definitions. Words and phrases used in this Agreement shall have the following meanings:

Board of Supervisors means the Placer County Board of Supervisors.

Connector Roadway means the proposed roadway connection between the Phase 1 Project and Athens Ave. as more fully depicted on attached Exhibit CC.

Effective Date means the date that this Agreement is executed by both parties.

MOU means the Amended and Restated Memorandum of Understanding between the parties dated July 10, 2018, as such memorandum may be amended and/or restated from time to time.

SPRTA means the South Placer Regional Transportation Authority

Tier 2 Agreement means that certain "Tier II Development Fee Memorandum of Agreement" entered into by the County, and the cities of Lincoln, Rocklin, and Roseville on May 27, 2009, and amended in 2013 and 2017, as such agreement may be amended from time to time.

Tier 2 CCI means the annual construction cost index adjustment more fully described in amended Section 3 of the Tier 2 Agreement, whether or not formally adopted by SPRTA in any given year.

2. Purpose and Intent of Agreement. The purpose and intent of this Agreement is to provide for the memorialization of the understanding between the Tribe and County regarding each party's financial contribution towards the Phase 1 Project and related costs, accounting therefor, and allocation reimbursement rights relating to such contributions.

3. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect for the earlier of twenty (20) years or the completion of and payment for the Phase 1 Project, or until such other time as the Parties agree to extend, terminate and/or supersede this Agreement in writing.

4. Payment of Tribe Grade Separation Contribution; Discharge of Tribe Grade Separation Obligation

a. At such time as the County Board of Supervisors has approved the construction contract for Phase 1 Project (the "Phase 1 Contract Approval Date"), UAIC agrees to remit to the County, from the Remaining Grade Separation Project Fair Share Contribution, fifty percent (50%) of the amount that the County has expended to date for the Phase 1 Project, as a non-reimbursable contribution for use on the Phase 1 Project ("Initial Payment"). The Initial Payment shall be made within ten (10) days after receipt of an invoice with supporting documentation from the County, which the County may deliver on or after the Phase 1 Contract Approval Date. If all of the Remaining Grade Separation Project Fair Share Contribution is not expended with the Initial Payment, the remainder of the balance of the Remaining Grade Separation Project shall be paid by the Tribe in installments no more frequently than monthly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses. Such payments shall be made on a progress basis and be equal to the amounts that the County has paid for

EXHIBIT C
Connector Road Project Description

DRAFT
TO FOOTHILLS BOULEVARD NORTH
TO ATHENS AVENUE
PLACER PARKWAY
INDUSTRIAL AVENUE
UPRR
ALTERNATIVE 2A CROSS SECTION
DRAFT
DRAFT
THUNDER VALLEY CO
PLACER P
DETAILED LAYO
OCTOBER 2017
SCALE: 1" = 150'

EXHIBIT D
Placer Parkway Phase 1 Improvement Project Funding Summary

Estimated Project Cost:	$81,900,000
UAIC Non-Reimbursable	$9,000,000
UAIC Reimbursable	$27,745,250
UAIC Athens Grade Separation Reimbursable to County	$8,409,500
County Reimbursable	$36,745,250

the Phase 1 Project (50% County, 50% Tribe) until the County contribution has been expended. 100% of subsequent payments will be paid by the Tribe until the full Tribe contributions are expended. If the Initial Payment is not sufficient to pay fifty percent (50%) of the amount that the County has expended to date for the Phase 1 Project upon approval of the Phase 1 Project construction contract, the remaining balance shall be paid from the Tribe Non-Reimbursable Contribution as provided in Section 6(a) below.

b. County agrees to use the Remaining Grade Separation Project Fair Share Contribution for sole and exclusive use on the Phase 1 Project. Upon the County's full receipt of the Remaining Grade Separation Project Fair Share Contribution, the County agrees that, without further documentation, the Tribe's obligation to make any further contribution to the County in connection with the Grade Separation Project associated with the existing Tribal Casino Project shall automatically be terminated. If the Tribe requests confirmation of that fact from the County, the County shall provide a letter to the Tribe confirming such payment in full. Tribe agrees and acknowledges that the County's use of the Remaining Grade Separation Project Fair Share Contribution shall be subject to reimbursement to the County from Tier 2 Fees as provided for in Section 9 herein. The Tribe agrees and acknowledges that future development beyond the existing Tribal Casino Project may be subject to payment of traffic impact fees and/or other development impact fees associated with the Grade Separation Project.

5. Connector Roadway. The Parties agree as follows:

a. County agrees to review and process in accordance with established County practices any applications for encroachment, grading and/or other permits that UAIC may determine advisable or necessary to build and connect the Tribe's proposed Connector Roadway, either as such Connector Roadway is described in attached Exhibit CC or as may otherwise be requested by the Tribe, from the Phase 1 Project and to Athens Ave. County shall have no obligation to grant such applications except to the extent such applications create a mandatory duty on the

County's behalf. Tribe shall be responsible for all costs of environmental compliance, permitting and building the Connector Roadway, including such traffic control devices as may be reasonably required by the County.

b. The parties agree that the Connector Roadway, if constructed, shall be property of the Tribe and shall not be part of the County's maintained mileage system of roadways.

c. Tribe agrees to provide authority, through such means as may be reasonably requested by the Placer County Sheriff's Office and the California Highway Patrol, for civil traffic enforcement authority over vehicles and persons on and adjacent to the Connector Roadway. This Agreement shall have no effect on the applicability of criminal laws, as such may be applicable pursuant to P.L. 280 or otherwise, on and around the Connector Roadway.

d. County and Tribe agree and acknowledge that the Connector Roadway is intended as an entrance to the Thunder Valley Casino Resort (TVCR) to provide a more direct route to and from TVCR, reducing traffic impacts on the surrounding roadways. The Connector Roadway is not intended for use by traffic (whether trucks, cars or other vehicles) to and/or from the Western Regional Sanitary Landfill ("Landfill"), Materials Recovery Facility ("MRF") and/other waste management facilities that are or may in the future be located in the area of Athens Ave. and Fiddyment Road. The parties agree to work with the Western Placer Waste Management Authority or any successor entity to install necessary signage and take such other actions as will route Landfill and MRF traffic away from the Connector Roadway. County agrees, if requested by the Tribe, to install at Tribe expense signage on the Phase 1 Project when completed and on other future Placer Parkway components when completed stating that the Connector Roadway is for TVCR traffic only and/or that Landfill and MRF traffic is not permitted on the Connector Roadway.

6. Tribe Non-Reimbursable Contribution

a. After the expenditure of the Remaining Grade Separation Project Fair Share Contribution, UAIC agrees to remit to the County an additional amount of up to Nine Million Dollars ($9,000,000), as a non-reimbursable contribution for use on the Phase 1 Project (collectively, the "Tribe Non-Reimbursable Contribution"). The Tribe shall pay the Tribe Non-Reimbursable Contribution to the County in installments no more frequently than monthly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses. Such payments shall be made on a progress basis and be equal to the amounts that the County has paid for the Phase 1 Project (50% County, 50% Tribe) until the County contribution has been expended. 100% of subsequent payments will be paid by the Tribe until the full Tribe contributions are expended.

b. County agrees to use the Tribe Non-Reimbursable Contribution for sole and exclusive use on the Phase 1 Project. To the extent that the Tribe Non-Reimbursable Contribution is not needed for the Phase 1 Project, the Tribe shall not otherwise be obligated to pay such funds to the County.

7. Tribe Reimbursable Contribution

a. After expenditure of the Remaining Grade Separation Project Fair Share Contribution and the Tribe Non-Reimbursable Contribution have been made to the County, UAIC agrees to remit to the County up to an additional Twenty-Seven Million Seven Hundred Forty-Five Thousand Two Hundred Fifty Dollars ($27,745,250) as reimbursable contributions for use on the Phase 1 Project (collectively, the "Tribe Reimbursable Contribution"). The Tribe shall pay the Tribe Reimbursable Contribution to the County in installments no more frequently than monthly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses. Such payments shall be

made on a progress basis and be equal to the amounts that the County has paid for the Phase 1 Project (50% County, 50% Tribe) until the County contribution has been expended. 100% of subsequent payments will be paid by the Tribe until the full Tribe contributions are expended.

b. County agrees to use the Tribe Reimbursable Contribution for sole and exclusive use on the Phase 1 Project. To the extent that the Tribe Reimbursable Contribution is not needed for the Phase 1 Project, the Tribe shall not otherwise be obligated to pay such funds to the County.

c. The parties agree that the Tribe Reimbursable Contribution shall be reimbursed to the Tribe as provided for in Section 9 herein.

d. County reserves the right to fund all or part of the Tribe Reimbursable Contribution itself. If the County chooses to fund the full amount of the Tribe Reimbursable Contribution, the County will so notify Tribe on or before July 1, 2023. Thereafter, the County shall notify the Tribe of those portions, if any, of the Tribe Reimbursable Contribution that County elects to fund. Such notice(s) from the County to Tribe shall include the amount the County is funding and the amount of the balance of the Tribe Reimbursable Contribution.

8. Remaining Phase 1 Project Costs

a. The County agrees to and shall be responsible for all other Phase 1 Project Costs above and beyond the Remaining Grade Separation Project Fair Share Contribution, the Tribe Non-Reimbursable Contribution and the Tribe Reimbursable Contribution (such County obligations, including Design Costs, are collectively the "County Contributions".)

b. The parties agree that the County Contributions shall be reimbursed to the County as provided for in Section 9 herein.

c. If the costs of the Phase 1 Project are less than Eighty-One Million Nine Hundred Thousand Dollars ($81,900,000), the Tribal Reimbursable Contribution (and the County Contributions) shall be reduced in an amount equal to fifty percent (50%) of the savings.

9. Reimbursement.

a. The parties agree the Tribe Reimbursable Contribution, if paid in whole or in part, shall be reimbursed to the Tribe by June 30th of each fiscal year as follows until the balance of the Tribe Reimbursable Contribution (including the Tier 2 CCI) is paid in full:

1. First reimbursement to occur in the first fiscal year after the first draw of Tribe Reimbursable Contribution: At least One Million Seven Hundred and Fifty Thousand Dollars ($1,750,000) plus the Tier 2 CCI, which is applied only to the reimbursement payment as shown in Exhibit GG.

2. Second fiscal year from initial draw and in each subsequent fiscal year until the County's fiscal year 2034/2035: At least One Million Seven Hundred and Fifty Thousand Dollars ($1,750,000) plus the Tier 2 CCI, which is applied only to the reimbursement payment as shown in Exhibit GG.

3. Any balance of the Tribe Reimbursable Contribution remaining unpaid as of June 30, 2035, shall be paid in full to the Tribe by the County (with Tier 2 CCI) no later than December 31, 2035. Such payment shall include the compounded Tier 2 CCI applied to the amount of the reimbursement payment, as shown in Exhibit GG.

b. All reimbursements to the Tribe shall be subject, on an annual basis, to the adjusted and compounded Tier 2 CCI. County shall notify Tribe on an annual basis of the amount of the Tier 2 CCI (the "Tier 2 CCI Notice"). The Tier 2 CCI Notice shall also include a full accounting of the Tribe Reimbursable Contribution, including amounts paid and reimbursed to date and the manner in which the Tier 2 CCI was calculated.

c. The source for reimbursement shall be a minimum of fifty percent (50%) of the Tier 2 Fees actually received by the County in a given fiscal year (the "Annual Reimbursement Source"). Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, County's general or special funds, County Service Area accounts, or any other funds in the possession or control of the County or its accounts now and in the future, except as otherwise expressly provided in Section 9(d) below.

d. In the event the Annual Reimbursement Source available to the County in a given fiscal year is insufficient to pay that year's reimbursement amount of at least One Million Seven Hundred and Fifty Thousand Dollars ($1,750,000), plus the Tier 2 CCI, to the Tribe, the County shall either: 1) identify and remit to Tribe other funds adequate to cover the deficiency; or 2) provide to the Tribe a credit on in-lieu real property taxes paid in that fiscal year from the Tribe to the County pursuant to the MOU. The credit shall be made available to the Tribe on the first in-lieu real property tax invoice following the close of the fiscal year in which the reimbursement deficiency occurred.

e. The Tribe agrees and acknowledges that all amounts paid by the County for the Phase 1 Project, including, without limitation, the Tribe Grade Separation Contribution and any deficiency amounts paid or provided to the Tribe pursuant to Section 9(d) herein, shall be eligible for reimbursement to the County from that portion of Tier 2 Fees not designated for reimbursement to Tribe pursuant hereto.

f. The County and the Tribe have developed a spreadsheet, projecting to the best of their current knowledge how the payment and reimbursement of the County and Tribe contributions would be made and returned over the next twenty (20) years. The spreadsheet, as an example for reference purposes only to aid in the interpretation of this Agreement in the future, is attached hereto as Exhibit DD.

10. <u>County Obligation to Construct Phase 1 Project</u>.

The parties agree that the County shall have the obligation to reasonably prosecute construction and completion of the Phase 1 Project to the extent permitted by law as provided for herein. The Tribe shall have no construction rights or obligations on the Phase 1 Project. County

agrees to make reasonable efforts to meet the Tentative Construction Schedule attached as Exhibit EE. County agrees to notify Tribe in writing at least once per quarter regarding construction progress. The parties agree and acknowledge that the Tentative Construction Schedule is subject to force majeure events, potential delay, and other unforeseen circumstances beyond the County's control.

11. Sample Payback Illustration. The parties agree that attached Exhibit GG represents a sample of a proposed payback schedule and is included for illustration purposes.

12. Security for Tribe's Obligations; Payment.

a. To secure the Tribe's obligations under this Agreement, the parties agree that the County may, at its election and in addition to any other remedies the County may have, 1) deduct amounts unpaid by the Tribe from any deficiency payments identified in Section 9(d)(1) herein, and/or 2) offset any in-lieu real property tax credits identified in Section 9(d)(2) herein.

b. All payments due from either party to the other shall be paid within thirty (30) days after receipt of a written invoice directed to the individuals listed in the Notices section below, and the supporting documentation related to the amounts due, unless otherwise provided for in this Agreement.

13. General Provisions

a. Compliance with Other Agreements. Each party shall comply with all other agreements, if any, made by the parties in furtherance of the Phase 1 Project.

b. Records and Accounts. The County shall keep complete books of record and accounts of the finances of the Phase 1 Project, which shall document all material transactions relating to the Phase 1 Project, the Tribe's contributions thereto, and the Tribe's reimbursement rights

described in this Agreement. Said books shall, upon request, be open to inspection by the Tribe.

c. Further Assurances. Each party shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the purposes and intent of this Agreement.

d. Amendment. This Agreement may be amended only by the written agreement of the parties.

e. Jurisdiction and Venue. This Agreement shall be governed and interpreted pursuant to the Dispute Resolution and Judicial Review provisions of the MOU.

f. Waiver of Tribal Sovereign Immunity. The Tribe agrees to waive its sovereign immunity in favor of the County as to any dispute which arises out of this Agreement, pursuant to the terms set forth in the MOU for enforcement. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity in the form attached as Exhibit FF.

g. No Third Party Beneficiaries. Except as may be provided in the MOU, this Amendment is not intended to, and shall not be construed to, create any right on the part of a Third Party to bring an action to enforce any of its terms.

h. No Other Effect on MOU. In all other respects not expressly addressed by this Amendment, the MOU remains in full force and effect.

i. Notices. Any notices to parties required by this Agreement shall be delivered in person, by overnight delivery or mailed USPS first-class, postage prepaid, addressed as follows:

If to County:

County of Placer
County Executive Office
175 Fulweiler Avenue
Auburn, CA 95603
Attn: UAIC Agreements

With a copy to:

Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Attn: UAIC Agreements

If to UAIC:

United Auburn Indian Community
Attention: Tribal Chairman
10720 Indian Hill Road
Auburn, CA 95603

With a copy to:

United Auburn Indian Community
Attention: Director of Finance
10720 Indian Hill Road
Auburn, CA 95603

Notices under this Agreement shall be deemed received upon actual receipt. Any party may amend its address for notice by notifying the other parties.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have each caused their duly authorized officers to execute this Agreement effective as of the dates appearing next to their signatures below.

COUNTY OF PLACER

By: _____
Print Name: CINDY GUSTAFSON
Its: _____
Date: 9.27, 2022

APPROVED AS TO FORM:

By: _____
County Counsel

UNITED AUBURN INDIAN COMMUNITY

By: _____
Print Name: Gene Whitehouse
Its: Tribal Chairman
Date: Sept. 20, 2022

Exhibit List:

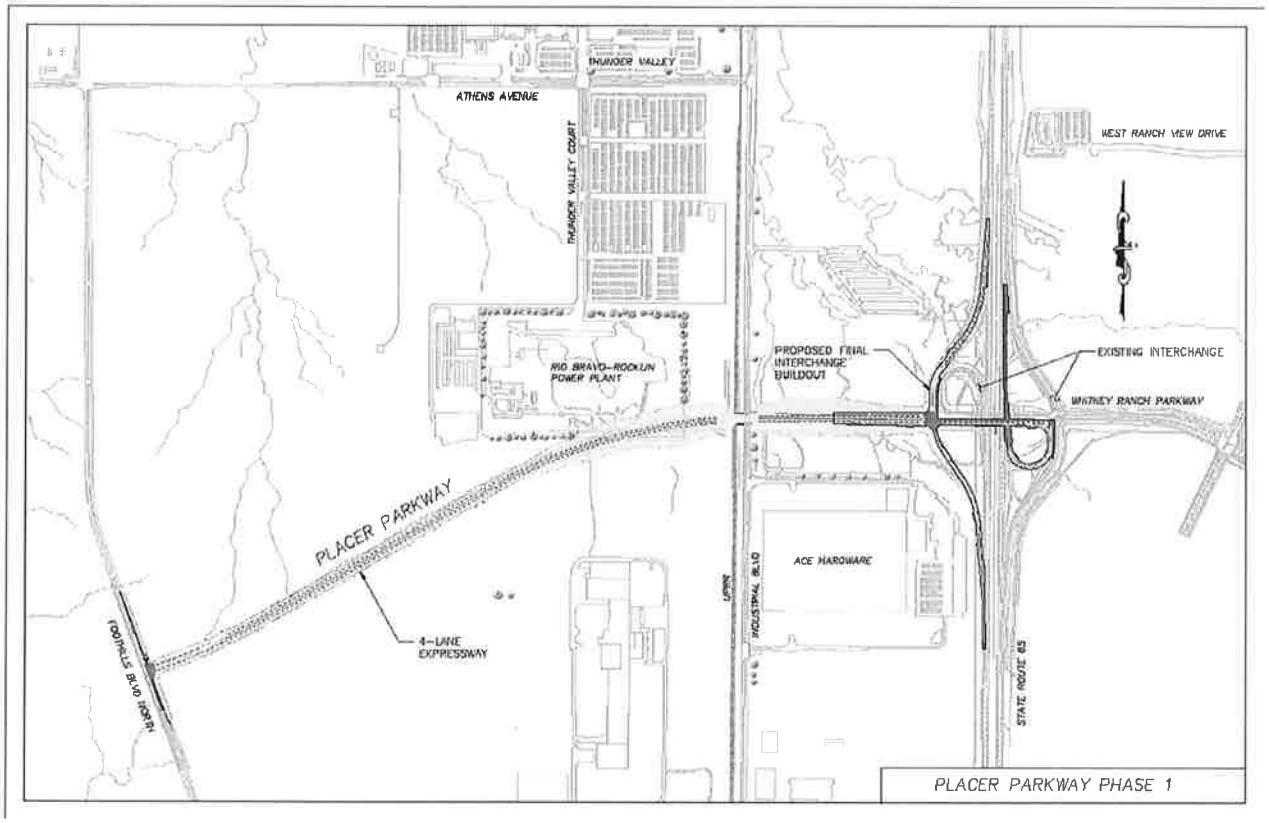
Exhibit AA - Placer Parkway Phase 1 Improvements Project Description
Exhibit BB - Grade Separation Project Description
Exhibit CC - Connector Roadway Project Description
Exhibit DD - Spreadsheet of Predicted Payments and Reimbursements
Exhibit EE - Tentative Construction Schedule
Exhibit FF - Resolution of Limited Waiver of Sovereign Immunity
Exhibit GG - Payback Methodology Illustration

Exhibit AA
Placer Parkway Phase 1 Improvements Project Description

The Placer Parkway Phase 1 Improvements Project (Phase 1 Project) is the initial necessary phase of the planned Placer Parkway corridor, which will ultimately be a 15-mile, high-speed transportation facility that will connect State Route (SR) 65 in western Placer County to SR 70/99 in south Sutter County. The Placer Parkway is an opportunity to implement infrastructure improvements that will benefit a wide range of individuals, businesses and communities in rural and suburban western Placer County and eastern Sutter County. The Parkway will link rural areas and provide a connection to and from existing and planned development near some of the region's fastest growing communities and job centers. The Placer Parkway project was planned to respond to increased travel demand and congestion related to anticipated population and jobs growth as well as to improve goods movement. It was also planned to address the lack of alternative routes between SR 99/70 and SR 65, two busy regional highways. The Parkway provides additional east-west access parallel facility to I-80 that will reduce congestion, allowing for better movement of goods on the interstate freight corridor. The Parkway will improve access from rural and suburban areas to the I-80 and I-5 corridors, high tech industry in the SR 65 corridor, job centers in downtown Sacramento, and airports in Lincoln and Sacramento. It will also provide access to the planned commercial, industrial, entertainment, education and residential development in the Sunset Area, which encompasses 8,497 acres located in unincorporated south Placer County.

Phase 1 of the Parkway is proposed to be built as a four-lane roadway from SR 65 to Foothills Boulevard North. The Phase 1 Project begins at SR 65 in Placer County at the existing SR 65/Whitney Ranch Parkway between Sunset Boulevard and Twelve Bridges Drive and terminates 1.5 miles to the southwest at Foothills Boulevard North. Phase I establishes full freeway access at SR 65 with the completion of the interchange and construction of a new roadway connection west to Foothills Boulevard North. It will provide alternative connections to Foothills Boulevard North to relieve congestion along SR 65 at Sunset Boulevard and Twelve Bridges Drive and along Industrial Avenue and Sunset Boulevard. Phase 1 also includes an overhead grade separation at the Union Pacific Railroad (UPRR) tracks parallel to Industrial Avenue. This provides vehicles a safe

crossing of the railroad tracks and will reduce the number of vehicles using the existing UPRR at-grade crossing at Athens Avenue and Industrial Avenue. This will also have benefits for UPRR operations.



1003415.5

Exhibit BB
Grade Separation Project Description

Construction of a grade separation structure at the Athens Avenue railroad crossing that provides access to and from Athens Avenue and Industrial Boulevard. The Tribal Environmental Impact Report (TEIR) for the Thunder Valley Casino Expansion Project identified a cumulative impact associated with increased conflicts between automobiles and trains at the Athens Avenue grade crossing. The mitigation was to pay a fair share of a future grade separation project. Several alternatives were identified in the TEIR (Appendix G) with a raised intersection at Athens Avenue and Industrial Boulevard suggested as the recommended alternative. Subsequent study (Sunset/Industrial/Athens Operations Improvement Study, September 2010 by CH2MHill) identified a jug handle intersection at the intersection of Athens Avenue and Industrial Boulevard as a preferred alternative. Athens Avenue would be elevated over the existing railroad tracks and coming back down to grade east of Industrial Boulevard. A separate loop road would connect Athens Avenue and Industrial Boulevard. The existing signalized intersection would be removed and a new signalized intersection constructed at the loop road and Industrial Boulevard. Either alternative would totally separate automobile and train traffic and eliminate conflicts.

Exhibit CC
Connector Roadway Project Description

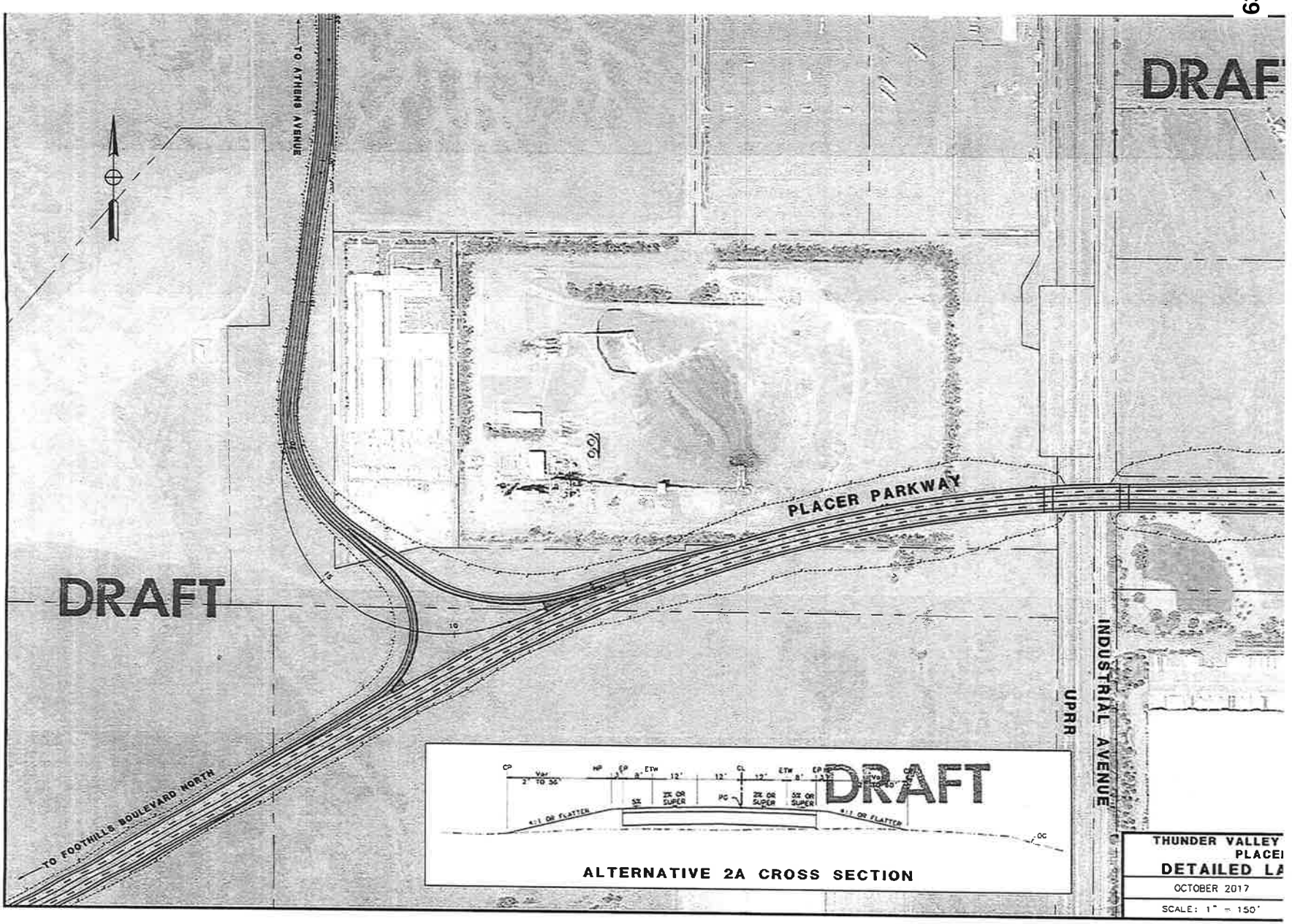

TO ATHENS AVENUE
PLACER PARKWAY
INDUSTRIAL AVENUE
UPRR
TO FOOTHILLS BOULEVARD NORTH
DRAFT
DRAFT
DRAFT
ALTERNATIVE 2A CROSS SECTION
THUNDER VALLEY
PLACER
DETAILED LA
OCTOBER 2017
SCALE: 1" = 150'

Exhibit DD
Spreadsheet of Predicted Payments and Reimbursements

Project Costs

FY	2019/20	20/21	21/22	22/23	23/24	24/25	25/26	Total
Environmental	Complete							
PS&E Support	4,000	2,000						6,000
R/W support			200					200
Construction Support					2,000	3,500	2,500	8,000
R/W Capital				6,400	3,000			9,400
Construction Capital					10,300	24,000	24,000	58,300
Total ($1,000s)	4,000	2,000	200	6,400	15,300	27,500	26,500	81,900

Project Cashflow

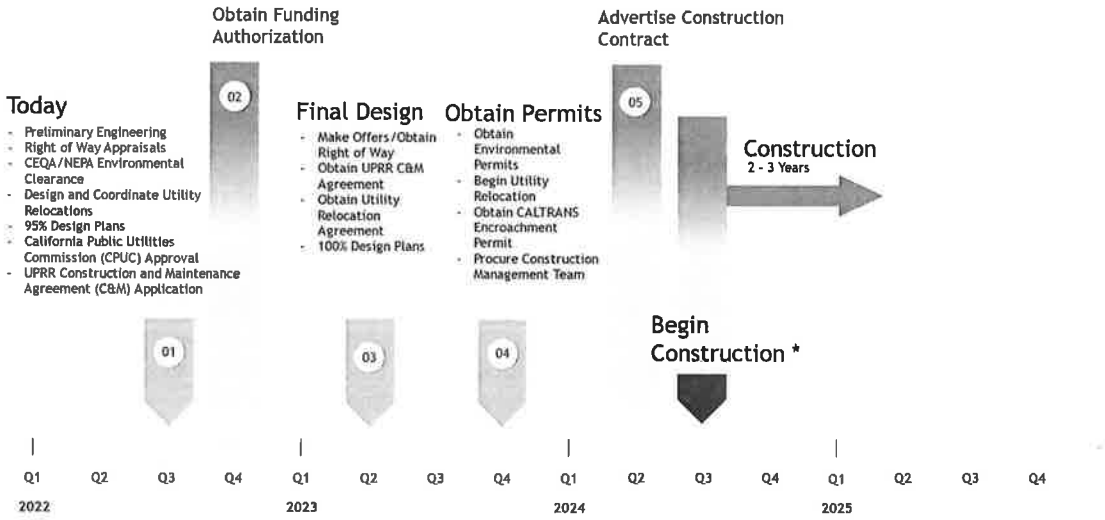
Source	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27 33/34	34/35	35/36 36-37	37/38		Total
Project Expenditures	(4,000)	(2,000)	(200)	(6,400)	(15,300)	(27,500)	(26,500)						(81,900)
UAIC Contribution (non reimbursable)					590.5	8,409.5							9,000
UAIC Contribution Grade Separation (non reimbursable)					8,409.5								8,409.5
UAIC Contribution (reimbursable)						5,340.5	22,404.75						27,745.25
County Contribution (reimbursable)	4,000	2,000			3,000	13,750	13,995.25						36,745.25
Tier 2 Revenue (estimated)**			10,600	3,500	3,500	3,500	3,500	3,500	3,500	7,000	2,800		72,900
UAIC Reimbursement						(5,300)	(7,000)	(1,750)	(1,445.25)				(27,745.25)
County Reimbursement						(5,300)	(7,000)	(1,750)	(2,054.75)	(7,000)	(2,800)		(45,354.75)
Total (Net Cost)	0	0	10,400	(2,900)	200	(7,100)	(600)	0	0	0	0		81,900

**Tier 2 revenue estimated at $3,500,000/year (todays dollars – COLA adjustments are to pay interest) until 2035/36 when revenue is estimated at $7,000,000/year (expiration of deferral program). No economic downturn considered in the proforma.

Current Tier 2 Revenues realized are approximately $10.6M & UAIC Grade Separation contribution is reimbursable to Sunset Traffic Impact Fee Program (County Reimbursable)

Exhibit EE
Tentative Construction Schedule

PLACER PARKWAY



* PROJECT TIMELINE CONTINGENT ON OBTAINING ROW, UTILITY AGREEMENTS AND PERMIT RENEWALS

Exhibit FF
Resolution of Limited Waiver of Sovereign Immunity

RESOLUTION NO. 09-07-22-D1

Tribal Resolution of
Limited Waiver of Sovereign Immunity

WHEREAS, the ·United Auburn Indian Community of the Auburn Rancheria (hereinafter the "Tribe") is a federally recognized Indian tribe; and

WHEREAS, the Tribal Council is the governing body of the Tribe and authorized to act on behalf of the Tribe; and

WHEREAS, the Tribe and the County of Placer ("County") entered into that certain Amended and Restated Memorandum of Understanding dated July 10, 2018, which addresses various matters of mutual interest between the Tribe and County ("MOU").

WHEREAS, the Tribe desires to enter into an agreement with the County known as the Funding and Reimbursement Agreement ("FARA") relating to the Placer Parkway Phase 1 Improvements Project ("Project"); and

WHEREAS, The FARA provides for funding commitments and other cooperative actions between the Tribe and County in conjunction with the anticipated development of the Project.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Tribal Council hereby adopts this Resolution of Limited Waiver of Sovereign Immunity through which it waives on a limited basis its sovereign immunity in favor of the County of Placer in conjunction with the FARA dated September 27, 2022 a copy of which is attached hereto as Exhibit A.

2. The Tribal Council specifically adopts such FARA and all of its terms.

3. The Tribal Council specifically consents to the enforcement of the terms of the FARA by County in accordance with the provisions of Paragraph 13 thereof, or otherwise, subject in all cases to the limitations in the MOU.

4. The Tribal Council specifically limits this limited waiver of sovereign immunity to matters arising under and in connection with the FARA, and for no other purpose.

5. This limited waiver of sovereign immunity does not supersede or otherwise affect any prior limited waivers of sovereign immunity adopted by the Tribe in favor of the County.

CERTIFICATION

The foregoing resolution was adopted by a vote of 4 for, and 0 against and 0 abstentions, at a duly called meeting of the Tribal Council, at which a quorum was present, on this 1st day of September 2022.

By Gene Whitehouse, Chairperson

ATTEST:

Tribal Secretary/Treasurer

Exhibit GG
Payback Methodology Illustration

Payback Methodology Illustration

per FARA

CCI (3%)[1]	1	1.03	1.0609	1.092727	1.12550881	1.159274074	1.194052297	1.229873865	1.266770081	1.304773184	
FY	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35	
Assumed UAIC Reimbursable Contribution[3] $15,445,250											
Annual Principal Payment[2]		$1,750,000	$1,750,000	$1,750,000	$1,750,000	$1,750,000	$1,750,000	$1,750,000	$1,750,000	$1,445,250	$15,445,250 Total Principal
Annual CCI Payment		$52,500	$106,575	$162,272	$219,640	$278,730	$339,592	$402,279	$466,848	$440,473	$2,468,909 Total of all CCI Payments
											$17,914,159 Total of all Payments

Footnotes

1. CCI assumed at 3%/year. Actual CCI will vary
2. Annual principal payment will be a minimum of $1,750,000 in first FY after draw
3. Assumed UAIC reimbursable contribution is $15,445,250 after applying anticipated cash on hand to reduce reimbursable contribution. Actual contribution to be determined prior to first draw

RESOLUTION NO. 2020-207

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE PLACER PARKWAY PHASE 1 REIMBURSEMENT AGREEMENT

WHEREAS, the South Placer Traffic Model, developed in the 1990s and used by all jurisdictions in South Placer County, required the construction of an limited access expressway from State Route 65 in Placer County to Highway 99 in Sutter County to relieve the general plan buildout conditions of Lincoln, Rocklin, Roseville and Placer County; and

WHEREAS, the Placer Parkway Phase 1 Reimbursement Agreement attached hereto as Exhibit "A," would allow Placer County and the United Auburn Indian Community to jointly fund the first phase of the construction from Highway 65 to Foothills Boulevard with reimbursement by the South Placer Regional Transportation Authority (SPRTA) Tier 2 fee program.

NOW BE IT RESOLVED BY the City Council of the City of Rocklin as follows:

Section 1. The City Council hereby approves the Placer Parkway Phase 1 Reimbursement Agreement in substantially the form attached hereto as Exhibit "A," and authorizes the City Manager to execute the Agreement on behalf of the City.

PASSED AND ADOPTED this 27th day of October, 2020, by the following vote:

AYES:	Councilmembers:	Broadway, Gayaldo, Halldin, Janda, Patterson
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Greg Janda, Mayor

ATTEST:

Hope Ithurburn, City Clerk

TIER 2 FUNDING COMMITMENT AGREEMENT

THIS TIER 2 FUNDING COMMITMENT AGREEMENT ("Agreement") is made as of the _____ day of _____, 2020, by and among and the County of Placer, a political subdivision of the State of California, ("County"), the City of Lincoln, a municipal corporation ("Lincoln"), the City of Rocklin, a municipal corporation ("Rocklin"), and the City of Roseville, a municipal corporation ("Roseville").

RECITALS

WHEREAS, the County and the United Auburn Indian Community ("Tribe") have entered or will enter into a Funding and Reimbursement Agreement ("FARA") to work cooperatively to design, finance, and construct the initial phase of the regional transportation project known as Placer Parkway, as such initial phase is depicted on Exhibit A attached hereto. (the "Placer Parkway Phase 1 Improvement Project", or "Phase 1 Project").

WHEREAS, the Phase 1 Project consists of transportation facilities extending generally from California State Route 65 west to Foothills Boulevard North in unincorporated Placer County.

WHEREAS, the FARA establishes a funding mechanism, based on a combination of reimbursable and non-reimbursable County and Tribe contributions, to facilitate construction of the Phase 1 Project, with reimbursement where applicable provided by future traffic impact fees paid pursuant to the South Placer Regional Transportation Authority's Tier 2 Traffic Fee program. ("Tier 2 Fees.")

WHEREAS, on September 1, 2015, the Placer County Board of Supervisors adopted Resolution 2015-189 approving an Initial Study/Mitigated Negative Declaration (SCH 2015052032), with required findings and mitigations and adopting a mitigation monitoring plan, for the Phase I Project.

WHEREAS, on March 21, 2017, the Placer County Board of Supervisors adopted Resolution 2017-065 approving the design contract for the Phase 1 Project.

WHEREAS, the FARA includes a commitment by the Tribe to advance to the County a total of Nine Million Dollars ($9,000,000) on a non-reimbursable basis, for use on the Phase 1 Project as more fully described in the FARA.

WHEREAS, in the FARA, the Tribe agreed to advance to the County a total of Fifteen Million Dollars ($15,000,000) on a reimbursable basis, for use on the Phase 1 Project as more fully described therein.

WHEREAS, the County has to date agreed to fund the design contract for the Phase 1 Project in the amount of Six Million Dollars ($6,000,000) (the "Design Costs").

WHEREAS, a Memorandum of Understanding between the County and the Tribe calls for the Tribe to pay its fair share of a potential grade separation or equivalent project at Athens Avenue and the Union Pacific railroad tracks, as more fully described the in the FARA, and the County and Tribe have agreed that Tribe's Remaining Grade Separation Project Fair Share Contribution is Eight Million Four Hundred Nine Thousand Five Hundred dollars ($8,409,500).

WHEREAS, the County estimates the cost of the Phase 1 Project in 2018 dollars is Fifty Eight Million Dollars ($58,000,000) with funding shown on attached Exhibit D.

WHEREAS, in the FARA, the County agreed to advance a total of Twenty Four Million Dollars ($24,000,000) on a reimbursable basis, for use on the Phase 1 Project, which consists of the Design Costs identified above and Eighteen Million Dollars ($18,000,000) in additional funds, as more fully described in the FARA.

WHEREAS, Lincoln, Rocklin, and Roseville are referred to herein as the "City Parties."

WHEREAS, Section 7 of the Tier II Development Fee Memorandum of Agreement between the County and the City Parties provides a mechanism for reimbursement to a party or developer that constructs subject improvements as identified in that agreement.

WHEREAS, in order to provide an ongoing revenue source for the reimbursable amounts identified in the FARA, the County has requested the City Parties commit, as a first priority and with interest equal to the Tier 2 CCI identified herein, future Tier 2 revenues collected within the City Parties' respective jurisdictions to repay the County

and Tribe for the moneys the County and Tribe advanced pursuant to the FARA for construction of the Phase 1 Project.

WHEREAS, recognizing the need for the Phase 1 Project and the opportunity to advance construction of the Phase 1 Project that is provided by the FARA, the City Parties have each agreed to commit Tier 2 revenues as identified herein.

WHEREAS the County and City Parties each desire to address the potential future application of Tier 2 Fees to Tribe-owned lands located in the County's Sunset Area Plan area.

WHEREAS, the parties agree that there is funding contained in the SPRTA budgeting process designated for planning of future phases of Placer Parkway and that this Agreement is not intended to restrict or otherwise affect the use of such planning funds.

WHERAS, a copy of the FARA is attached as Exhibit B to this Agreement.

WHEREAS, the Parties wish to enter into an agreement to memorialize their understanding on the matters identified above.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Definitions. Words and phrases used in this Agreement shall have the following meanings:

Connector Roadway means the proposed roadway connection between the Phase 1 Project and the Athens Ave. as more fully depicted on attached Exhibit C.

Effective Date means the date that this Agreement is executed by all parties.

MOU means the Amended and Restated Memorandum of Understanding between the County and Tribe dated July 10, 2018, as such memorandum may be amended and/or restated from time to time.

SPRTA means the South Placer Regional Transportation Authority.

Tier 2 CCI means the annual construction cost index adjustment more fully described in amended Section 3 of the Tier 2 Agreement, whether or not formally adopted by SPRTA in any given year.

Tier 2 Agreement means that certain "Tier II Development Fee Memorandum of Agreement" entered into by the County and the City Parties on May 27, 2009, and amended in 2013 and 2017, as such agreement may be amended from time to time.

2. Purpose and Intent of Agreement. The purpose and intent of this Agreement is to provide for the memorialization of the understanding between the Parties regarding each party's obligation to contribute future Tier 2 revenues to reimburse the County and Tribe for Phase 1 Project and related costs incurred by the County and Tribe, accounting therefore, and acknowledgement of reimbursement rights relating to such revenues.

3. Term and Termination. This Agreement shall be effective as of the date first above written and shall remain in effect for thirty (30) years, or until such time as the Parties agree to extend, terminate and/or supersede this Agreement.

4. City Parties' Obligations Regarding Tier 2 Fees. The City Parties, and each of them, agree, for the term of this Agreement, to:

a. Continue to collect Tier 2 Fees as provided for in the Tier 2 Agreement, including the Tier 2 CCI.

b. Forward to SPRTA all Tier 2 Fees collected, including the Tier 2 CCI.

c. Consent to SPRTA distributing Tier 2 Fees, including the Tier 2 CCI, to the County for the purposes of reimbursing the County and Tribe for costs of the Phase 1 Project as provided for in the FARA. The City Parties each agree that collection and distribution of the Tier 2 CCI to the

County as provided for herein will provide County a source of funds to pay to the County and Tribe, as the case may be, interest on reimbursable amounts based on the Construction Cost Index as identified in the Tier 2 Agreement. By executing its consent hereto, SPRTA agrees to Tier 2 Fees to the County until the entire Reimbursement Maximum, including Tier 2 CCI amounts, is reimbursed.

d. Take such measures as necessary to ensure that Tier 2 Fees and the Tier 2 CCI will continue to be collected and distributed as provided for herein, whether such fees are renamed and/or modified or replaced by a functionally equivalent fee, including, without limitation, one or more regional fees involving one or more public entities.

e. Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, the City Parties' general or special funds or any other funds in the possession or control of the City Parties or their accounts now or in the future.

5. Connector Roadway. The City Parties each agree and acknowledge as follows:

a. In the FARA, the County agreed to review and process in accordance with established County practices any applications for encroachment, grading and/or other permits that the Tribe may determine advisable or necessary to build and connect the Tribe's proposed Connector Roadway, either as such Connector Roadway is described in attached Exhibit C (including right turn in/right turn out components) or as may otherwise be requested by the Tribe, to the Phase 1 Project and to Athens Ave., with the Tribe responsible for all costs of environmental compliance, permitting and building the Connector Roadway, including such traffic control devices as may be reasonably required by the County. Any material changes to the proposed Connector Roadway from that shown on attached Exhibit C shall be presented to SPRTA for its review and concurrence.

b. That the Connector Roadway, if constructed, shall be property of the Tribe and shall not be part of the County's maintained mileage system

of roadways.

c. That the intent of the cooperating agencies is for the Placer Parkway to be a limited access expressway, and that, although intersections may start as at-grade signalized intersections, the goal is that grade-separated interchanges would eventually be constructed.

6. Tribe Non-Reimbursable Contribution.

a. The City Parties agree and acknowledge that the Tribe agreed in the FARA to remit to the County a total of Nine Million Dollars ($9,000,000) as a non-reimbursable contribution for use on the Phase 1 Project (collectively, the "Tribe Non-Reimbursable Contribution").

b. The County agrees to deposit the Tribe Non-Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

7. Tribe Reimbursable Contribution

a. The City Parties agree and acknowledge that the Tribe agreed in the FARA to remit to the County a total of Fifteen Million Dollars ($15,000,000) as a reimbursable contribution for use on the Phase 1 Project (collectively, the "Tribe Reimbursable Contribution").

b. The County agrees to deposit the Tribe Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

c. The City Parties agree and acknowledge that Tier 2 Fees and Tier 2 CCI collected and forwarded to SPRTA will subsequently be forwarded to the County for reimbursement to the Tribe of reimbursable Tribe contributions, with interest at the Tier 2 CCI amount, pursuant to the FARA.

8. Remaining Phase 1 Project Costs

a. The parties agree and acknowledge that the County agreed in the FARA to be responsible for all other Phase 1 Project Costs above

and beyond the Remaining Grade Separation Project Fair Share Contribution, the Tribe Non-Reimbursable Contribution and the Tribe Reimbursable Contribution (such County obligations, including Design Costs, are collectively the "County Contributions".)

b. The City Parties agree and acknowledge that Tier 2 Fees and Tier 2 CCI collected and forwarded to SPRTA will subsequently be forwarded to the County for reimbursement of the County Contributions and the Remaining Grade Separation Project Fair Share Contribution, with interest at the Tier 2 CCI amount.

9. County Obligation to Construct Phase 1 Project. The Parties agree that the County shall have the obligation to reasonably prosecute construction and completion of the Phase 1 Project to the extent permitted by law. County agrees to notify the City Parties in writing at least twice per year regarding construction progress.

10. Reimbursement Maximum. The parties agree that the maximum reimbursement amount subject to this Agreement shall be, adjusting for the Tier 2 CCI, the total of the Tribe Reimbursable Contribution, the County Contributions, the Remaining Grade Separation Project Fair Share Contribution, and any deficiency amounts paid by the County to the Tribe pursuant to Section 9(d) of FARA.

11. Tribe-Owned Lands Located in County's Sunset Area Plan Area. The parties agree and acknowledge that that the Tribe owns land within the County's Sunset Area Plan Area as such area is identified in the "Sunset Area Plan Public Review Draft" dated December 2018 and, further, that Tier 2 Fees are not currently collected in the Sunset Area Plan Area. The parties agree that should Tier 2 Fees, or equivalent, be collected in the future in the Sunset Area Plan Area, the Tribe shall be eligible for a credit on Tier 2 Fees in the amount of Nine Million Dollars ($9,000,000) in recognition of the Tribe Non-Reimbursable Contribution.

12. General Provisions. Except to the extent specifically addressed herein, this Agreement shall be governed by the provisions of the Tier 2 Agreement. Each party shall also comply with all other agreements, if any,

made by the Parties in furtherance of the Phase 1 Project.

13. Rocklin Obligations. Notwithstanding any contrary terms herein, any and all obligations of the City of Rocklin to date pertaining to Tier 2 Fees for the Placer Parkway were satisfied by the City's prior SR65/Whitney Ranch Parkway interchange improvements. This Tier 2 Funding Commitment Agreement does not require the City of Rocklin to administer or collect Tier 2 Fees for the Placer Parkway. The City will continue to be subject to the terms of the Tier 2 Agreement regarding the imposition of Tier 2 Fees on new development located within any areas annexed into the City's jurisdiction after the effective date of this Agreement, and on any new development over and above the total densities or intensities approved in the Northwest Rocklin Annexation Area General Development Plan after the effective date of this Agreement. . The parties agree that this Agreement shall apply to any such new development(s).

14. 2020-2021 SPRTA Travel Demand Model/Tier 1& Tier 2 Fee Update. The parties agree and acknowledge that the Placer County Transportation Planning Agency (PCTPA) and its member agencies, including the County and the City Parties, will hire a qualified consultant team to provide traffic modeling services to update the SPRTA Regional Transportation and Air Quality Mitigation Fee program. The services will specifically include 1) Updating the existing SPRTA travel demand forecasting model, with the goal that projects that are evaluated with the model are SB 743 compliant, and 2) Updating the Tier I and Tier II SPRTA Regional Impact Fee Programs, including the purpose of facilitating the establishment of a reasonable nexus between impacts and the fees included in the fee program.

15. Notices. Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

If to County:

County of Placer
Director of Public Works
3091 County Center Drive
Auburn, CA 95603

With a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603

If to Lincoln:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

If to Rocklin:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

If to Roseville:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

If to SPRTA:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other Parties.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement effective as of the date first written above.

COUNTY OF PLACER

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

CITY OF LINCOLN

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF ROCKLIN

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CONSENT OF SPRTA

The South Placer Regional Transportation Authority hereby consents to the provisions of this Agreement and agrees to be bound hereby. SPRTA agrees to pay to County accrued revenues, including Tier 2 CCI amounts, as provided for herein no less than semi-annually. SPRTA further agrees and acknowledges that Tier 2 CCI amounts are being forwarded to the County for payment of interest to the County and Tribe on reimbursable amounts in a percentage equivalent to the Tier 2 CCI amount.

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

BY: _____
SPRTA Counsel

Exhibit List:

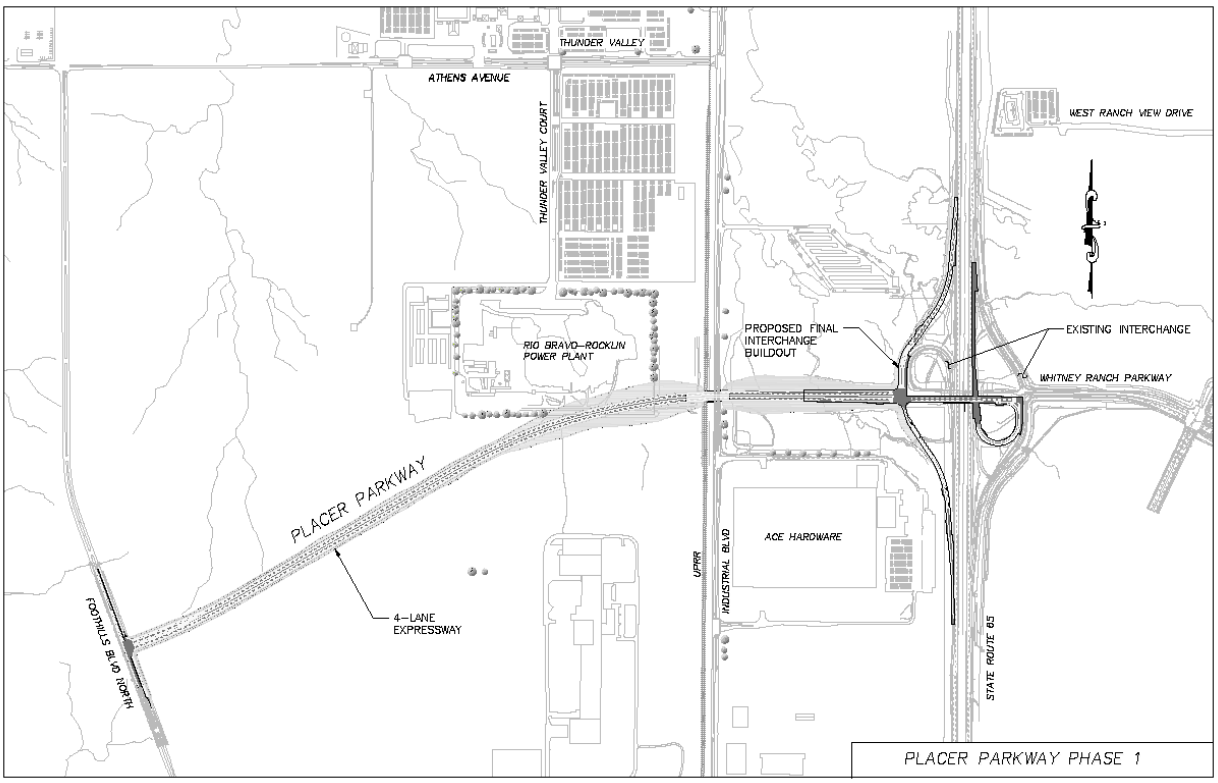
Exhibit A - Placer Parkway Phase 1 Improvement Project Description
Exhibit B - Funding and Reimbursement Agreement
Exhibit C - Connector Road Project Description
Exhibit D - Placer Parkway Phase 1 Improvement Project Funding Summary

EXHIBIT A
Placer Parkway Phase 1 Improvement Project Description

The Placer Parkway Phase 1 Improvements Project (Phase 1 Project) is the initial necessary phase of the planned Placer Parkway corridor, which will ultimately be a 15-mile, high-speed transportation facility that will connect State Route (SR) 65 in western Placer County to SR 70/99 in south Sutter County. The Placer Parkway is an opportunity to implement infrastructure improvements that will benefit a wide range of individuals, businesses and communities in rural and suburban western Placer County and eastern Sutter County. The Parkway will link rural areas and provide a connection to and from existing and planned development near some of the region's fastest growing communities and job centers. The Placer Parkway project was planned to respond to increased travel demand and congestion related to anticipated population and jobs growth as well as to improve goods movement. It was also planned to address the lack of alternative routes between SR 99/70 and SR 65, two busy regional highways. The Parkway provides additional east-west access parallel facility to I-80 that will reduce congestion, allowing for better movement of goods on the interstate freight corridor. The Parkway will improve access from rural and suburban areas to the I-80 and I-5 corridors, high tech industry in the SR 65 corridor, job centers in downtown Sacramento, and airports in Lincoln and Sacramento. It will also provide access to the planned commercial, industrial, entertainment, education and residential development in the Sunset Area, which encompasses 8,497 acres located in unincorporated south Placer County.

Phase 1 of the Parkway is proposed to be built as a four-lane roadway from SR 65 to Foothills Boulevard North. The Phase 1 Project begins at SR 65 in Placer County at the existing SR 65/Whitney Ranch Parkway between Sunset Boulevard and Twelve Bridges Drive and terminates 1.5 miles to the southwest at Foothills Boulevard North. Phase I establishes full freeway access at SR 65 with the completion of the interchange and construction of a new roadway connection west to Foothills Boulevard North. It will provide alternative connections to Foothills Boulevard North to relieve congestion along SR 65 at Sunset Boulevard and Twelve Bridges Drive and along Industrial Avenue and Sunset Boulevard. Phase 1 also includes an overhead grade separation at the Union Pacific Railroad (UPRR) tracks parallel to Industrial Avenue. This provides vehicles a safe crossing of the railroad tracks and will reduce the number of vehicles using the

existing UPRR at-grade crossing at Athens Avenue and Industrial Avenue. This will also have benefits for UPRR operations.


THUNDER VALLEY
ATHENS AVENUE
THUNDER VALLEY COURT
WEST RANCH VIEW DRIVE
PROPOSED FINAL INTERCHANGE BUILDOUT
EXISTING INTERCHANGE
RIO BRAVO–ROCKLIN POWER PLANT
WHITNEY RANCH PARKWAY
PLACER PARKWAY
ACE HARDWARE
UPRR
INDUSTRIAL BLVD
4–LANE EXPRESSWAY
FOOTHILLS BLVD NORTH
STATE ROUTE 65
PLACER PARKWAY PHASE 1

1003415.5

EXHIBIT B
Funding and Reimbursement Agreement

FUNDING AND REIMBURSEMENT AGREEMENT

THIS FUNDING AND REIMBURSEMENT AGREEMENT ("Agreement") is made as of the _____ day of _____, 2020, by and among and the County of Placer, a political subdivision of the State of California, ("County") and the United Auburn Indian Community ("UAIC", or "Tribe").

RECITALS

WHEREAS, the County and UAIC wish to work cooperatively to design, finance, and construct the initial phase of the regional transportation project known as Placer Parkway, as such initial phase is depicted on Exhibit AA attached hereto. (the "Placer Parkway Phase 1 Improvement Project", or "Phase 1 Project").

WHEREAS, the County and UAIC entered into that certain Memorandum of Understanding ("MOU") dated January 20, 2000, which MOU was amended and restated on July 10, 2018, addressing the development of the Tribe's gaming facility property on Athens Avenue in unincorporated Placer County and various other matters as contained therein.

WHEREAS, the Phase 1 Project consists of transportation facilities extending generally from California State Route 65 west to Foothills Boulevard North in unincorporated Placer County, south of the gaming facility property identified above.

WHEREAS, on September 1, 2015, the Placer County Board of Supervisors adopted Resolution 2015-189 approving an Initial Study/Mitigated Negative Declaration (SCH 2015052032), with required findings and mitigations and adopting a mitigation monitoring plan, for the Phase I Project.

WHEREAS, on March 21, 2017, the Placer County Board of Supervisors adopted Resolution 2017-065 approving the design contract for the Phase 1 Project.

WHEREAS, the County has to date agreed to fund the design contract for the Phase 1 Project in the amount of Six Million Dollars ($6,000,000) (the "Design Costs").

WHEREAS, the MOU calls for the Tribe to pay its fair share of a potential grade separation or equivalent project at Athens Avenue and the Union Pacific railroad tracks, as more fully described on attached Exhibit BB (the “Grade Separation Project.)”

WHEREAS, the County and Tribe agree that the Tribe’s remaining fair share contribution for the Grade Separation Project is Eight Million Four Hundred Nine Thousand and Five Hundred dollars ($8,409,500) (the “Remaining Grade Separation Project Fair Share Contribution.”)

WHEREAS, the County and Tribe wish to establish a funding mechanism, based on a combination of reimbursable and non-reimbursable County and Tribe contributions, that will facilitate construction of the Phase 1 Project, with reimbursement where applicable provided by future traffic impact fees paid pursuant to the South Placer Regional Transportation Authority’s Tier 2 Traffic Fee program. (“Tier 2 Fees.”)

WHEREAS, the Tribe has agreed to pay to the County as a non-reimbursable contribution the Remaining Grade Separation Project Fair Share Contribution and the County has agreed to use the Remaining Grade Separation Project Fair Share Contribution for construction of the Phase 1 Project, as more fully described herein.

WHEREAS, the County has agreed to relieve the Tribe of any further obligation for the Grade Separation Project upon full payment to the County of the Remaining Grade Separation Project Fair Share Contribution.

WHEREAS, the Tribe has agreed to advance to the County a total of Nine Million Dollars ($9,000,000) on a non-reimbursable basis, for use on the Phase 1 Project as more fully described herein.

WHEREAS, the Tribe has agreed to advance to the County a total of Fifteen Million Dollars ($15,000,000) on a reimbursable basis, for use on the Phase 1 Project as more fully described herein.

WHEREAS, the County and Tribe estimate the cost of the Phase 1 Project in 2018 dollars is Fifty Eight Million Dollars ($58,000,000).

WHEREAS, the County has agreed to advance a total of Twenty Four Million Dollars ($24,000,000) on a reimbursable basis, for use on the Phase 1 Project, which consists of the Design Costs identified above and Eighteen Million Dollars ($18,000,000) in additional funds, as more fully described herein.

WHEREAS, the County and UAIC wish to enter into an agreement to memorialize their understanding on the matters identified above.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Definitions. Words and phrases used in this Agreement shall have the following meanings:

Board of Supervisors means the Placer County Board of Supervisors.

Connector Roadway means the proposed roadway connection between the Phase 1 Project and the Athens Ave. as more fully depicted on attached Exhibit CC.

Effective Date means the date that this Agreement is executed by both parties.

MOU means the Amended and Restated Memorandum of Understanding between the parties dated July 10, 2018, as such memorandum may be amended and/or restated from time to time.

SPRTA means the South Placer Regional Transportation Authority

Tier 2 CCI means the annual construction cost index adjustment more fully described in amended Section 3 of the Tier 2 Agreement, whether or not formally adopted by SPRTA in any given year.

Tier II Development Fee Memorandum of Agreement means that certain agreement of the same title entered into by the County, and the cities of Lincoln, Rocklin, and Roseville on May 27, 2009, and amended in 2013

and 2017, as such agreement may be amended from time to time.

2. Purpose and Intent of Agreement. The purpose and intent of this Agreement is to provide for the memorialization of the understanding between the Tribe and County regarding each party's contribution towards Phase 1 Project and related costs, accounting therefore, and allocation reimbursement rights relating to such contributions.

3. Term and Termination. This Agreement shall be effective as of the date first above written and shall remain in effect for twenty (20) years, or until such time as the Parties agree to extend, terminate and/or supersede this Agreement.

4. Payment of Tribe Grade Separation Contribution; Discharge of Tribe Grade Separation Obligation

a. UAIC agrees to remit to the County the following non-reimbursable amounts (collectively constituting the Remaining Grade Separation Project Fair Share Contribution) for use on the Phase 1 Project:

1. Five Million Eight Hundred Thousand Dollars ($5,800,000) upon the County adopting plans and specifications for bidding of the Phase 1 Project.

2. One Million Five Hundred Thousand Dollars ($1,500,000) upon award by the County of a construction contract for the Phase 1 Project.

3. One Million One Hundred Nine Thousand and Five Hundred Dollars ($1,109,500) upon delivery from County to Tribe of written notice that the County has incurred Twenty Million Dollars ($20,000,000) in construction costs for the Phase 1 Project.

b. County agrees to use the Remaining Grade Separation Project Fair Share Contribution for sole and exclusive use on the Phase 1 Project. Upon full receipt of the Remaining Grade Separation Project Fair Share

Contribution, the County shall fully and forever discharge the Tribe from future financial contribution for the Grade Separation Project associated with the Tribal Casino Project. Tribe agrees and acknowledges that the County's use of the Remaining Grade Separation Project Fair Share Contribution shall be subject to reimbursement to the County from Tier 2 Fees as provided for in Section 9 herein.

5. Connector Roadway. The Parties agree as follows:

a. County agrees to review and process in accordance with established County practices any applications for encroachment, grading and/or other permits that UAIC may determine advisable or necessary to build and connect the Tribe's proposed Connector Roadway, either as such Connector Roadway is described in attached Exhibit CC or as may otherwise be requested by the Tribe, to the Phase 1 Project and to Athens Ave. County shall have no obligation to grant such applications except to the extent such applications create a mandatory duty on the County's behalf. Tribe shall be responsible for all costs of environmental compliance, permitting and building the Connector Roadway, including such traffic control devices as may be reasonably required by the County.

b. The parties agree that the Connector Roadway, if constructed, shall be property of the Tribe and shall not be part of the County's maintained mileage system of roadways.

c. Tribe agrees to provide authority, though such means as may be reasonably requested by the Placer County Sheriff's Office and the California Highway Patrol, for civil traffic enforcement authority over vehicles and persons on and adjacent to the Connector Roadway. This Agreement shall have no effect on the applicability of criminal laws, as such may be applicable pursuant to P.L. 280 or otherwise, on and around the Connector Roadway.

d. County and Tribe agree and acknowledge that the Connector Roadway is not intended for use by traffic (whether trucks, cars or other vehicles) to and/or from the Western Regional Sanitary Landfill (Landfill), Materials Recovery Facility (MRF) and/other waste management facilities

that are or may in the future be located in the area of Athens Ave. and Fiddyment Road. The parties agree to work with the Western Placer Waste Management Authority or any successor entity to install necessary signage and take such other actions as will route Landfill and MRF traffic away from the Connector Roadway. County agrees, if requested by the Tribe, to install signage on the Phase 1 Project when completed and on other future Placer Parkway components when completed stating that Landfill and MRF traffic is not permitted on the Connector Roadway.

6. Tribe Non-Reimbursable Contribution

a. UAIC agrees to remit to the County a total of Nine Million Dollars ($9,000,000) as a non-reimbursable contribution for use on the Phase 1 Project (collectively, the "Tribe Non-Reimbursable Contribution"). The Tribe shall pay the Tribe Non-Reimbursable Contribution to the County in installments no more frequently than quarterly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses.

b. County agrees to use the Tribe Non-Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

7. Tribe Reimbursable Contribution

a. UAIC agrees to remit to the County a total of Fifteen Million Dollars ($15,000,000) as a reimbursable contribution for use on the Phase 1 Project (collectively, the "Tribe Reimbursable Contribution"). The Tribe shall pay the Tribe Reimbursable Contribution to the County in installments no more frequently than quarterly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses.

b. County agrees to use the Tribe Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

c. The parties agree that the Tribe Reimbursable Contribution shall be reimbursed to the Tribe as provided for in Section 9 herein.

7. Remaining Phase 1 Project Costs

a. The County agrees to and shall be responsible for all other Phase 1 Project Costs above and beyond the Remaining Grade Separation Project Fair Share Contribution, the Tribe Non-Reimbursable Contribution and the Tribe Reimbursable Contribution (such County obligations, including Design Costs, are collectively the "County Contributions".)

b. The parties agree that the County Contributions shall be reimbursed to the County as provided for in Section 9 herein.

8. County Obligation to Construct Phase 1 Project.

The Parties agree that the County shall have the obligation to reasonably prosecute construction and completion of the Phase 1 Project to the extent permitted by law as provided for herein. The Tribe shall have no construction rights or obligations on the Phase 1 Project. County agrees to make reasonable efforts to meet the Tentative Construction Schedule attached as Exhibit EE. County agrees to notify Tribe in writing at least once per quarter regarding construction progress. The parties agree and acknowledge that the Tentative Construction Schedule is subject to force majeure events, potential delay, and other unforeseen circumstances beyond the County's control.

9. Reimbursement.

a. The parties agree the Tribe Reimbursable Contribution shall be reimbursed to the Tribe by June 30th of each fiscal year as follows:

1. First reimbursement to occur one year after that first draw of funds that are entitled to interest: Five Hundred Thousand Dollars ($500,000) plus the Tier 2 CCI.

2. Second Fiscal Year from initial draw: One Million Five Hundred Thousand Dollars ($1,500,000) plus the Tier 2 CCI.

3. Third Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars ($1,625,000) plus the Tier 2 CCI.

4. Forth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars ($1,625,000) plus the Tier 2 CCI.

5. Fifth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars ($1,625,000) plus the Tier 2 CCI.

6. Six Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars ($1,625,000) plus the Tier 2 CCI.

7. Seventh Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars ($1,625,000) plus the Tier 2 CCI.

8. Eighth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars ($1,625,000) plus the Tier 2 CCI.

9. Ninth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars ($1,625,000) plus the Tier 2 CCI.

10. Tenth Fiscal Year from initial draw: One Million Six Hundred and Twenty Five Thousand Dollars ($1,625,000) plus the Tier 2 CCI.

b. All reimbursements to the Tribe shall be subject, on an annual basis, to adjustment in the amount of the Cost of Living Adjustment applicable to the Tier 2 Program (the “Tier 2 CCI”). County shall notify Tribe on an annual basis of the amount of the Tier 2 CCI.

c. The source for reimbursement shall be solely Fifty Percent (50%) of the Tier 2 Fees actually received by the County in a given fiscal year (the “Annual Reimbursement Source”). Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, County's general or special funds, County Service Area accounts, or any other funds in the possession or control of the

County or its accounts now and in the future, except as otherwise expressly provided herein.

d. In the event the Annual Reimbursement Source available to the County in a given fiscal year is insufficient to pay that year's reimbursement amount to the Tribe, the County shall either: 1) identify and remit to Tribe other funds adequate to cover the deficiency; or, 2) provide to the Tribe a credit on in-lieu real property taxes paid in that fiscal year from the Tribe to the County pursuant to the MOU. The credit shall be made available to the Tribe on the first payment installment date following the close of the fiscal year in which the reimbursement deficiency occurred.

e. The Tribe agrees and acknowledges that all amounts paid by the County for the Phase 1 Project, including, without limitation, the Tribe Grade Separation Contribution and any deficiency amounts paid or provided to the Tribe pursuant to Section 9(d) herein, shall be eligible for reimbursement to the County from that portion of Tier 2 Fees not designated for reimbursement to Tribe pursuant hereto.

12. Approval by South Placer Regional Transportation Authority ("SPRTA") and/or SPRTA Member Entities. Tribe agrees and acknowledges that this Agreement may be subject to the consent and approval of the South Placer Regional Transportation Authority and/or its member entities. County agrees to notify Tribe in writing by September 30 2019 whether such approval is required. If the County determines such approval is required, Tribe shall have no obligation to make any payments hereto until and unless such approval is obtained. If the County determines such approval is required, and such approval is not obtained by December 31, 2019, this Agreement shall be null and void unless otherwise agreed to in writing by the Tribe and County.

13. Letter of Credit; Payment Provisions

a. To secure the Tribe's obligations under this Agreement, the Tribe shall secure and keep in effect at all this Agreement is operative, an irrevocable, no-defense letter of credit in the amount of _____ million dollars ($_____.00) in substantially the same form as Exhibit DD attached hereto.

b. All payments due from either party to the other shall be paid within thirty (30) days unless otherwise provided for in this Agreement.

14. General Provisions

a. Compliance with Other Agreements. Each party shall comply with all other agreements, if any, made by the Parties in furtherance of the Phase 1 Project.

c. Records and Accounts. The County shall keep complete books of record and accounts of the finances of the Phase 1 Project, which shall document all material transactions relating to the Phase 1 Project, the Tribe's contributions thereto and the Tribe's reimbursement rights described in this Agreement. Said books shall, upon request, be open to inspection by the Tribe.

d. Further Assurances. Each party shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the purposes and intent of this Agreement.

e. Amendment. This Agreement may be amended only by the written agreement of the Parties.

f. Jurisdiction and Venue. This Agreement shall be governed and interpreted pursuant to the Dispute Resolution and Judicial Review provisions of the MOU.

g. Waiver of Tribal Sovereign Immunity. The Tribe agrees to waive its sovereign immunity in favor of the County as to any dispute which arises out of this Agreement, pursuant to the terms set forth in the MOU for enforcement. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity in the form attached as Exhibit FF.

h. No Third Party Beneficiaries. Except as may be provided in the MOU, this Amendment is not intended to, and shall not be construed to, create any right on the part of a Third Party to bring an action to enforce any of its terms.

i. No Other Effect on MOU. In all other respects not expressly addressed by this Amendment, the MOU remains in full force and effect.

j Notices. Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

If to County:

County of Placer
County Executive Office
175 Fulweiler Avenue
Auburn, CA 95603

With a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603

If to UAIC:
_____
_____
_____
_____

With a copy to:
_____
_____
_____
_____

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other Parties.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement effective as of the date first written above.

COUNTY OF PLACER

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

UAIC

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Counsel to UAIC

Exhibit List:

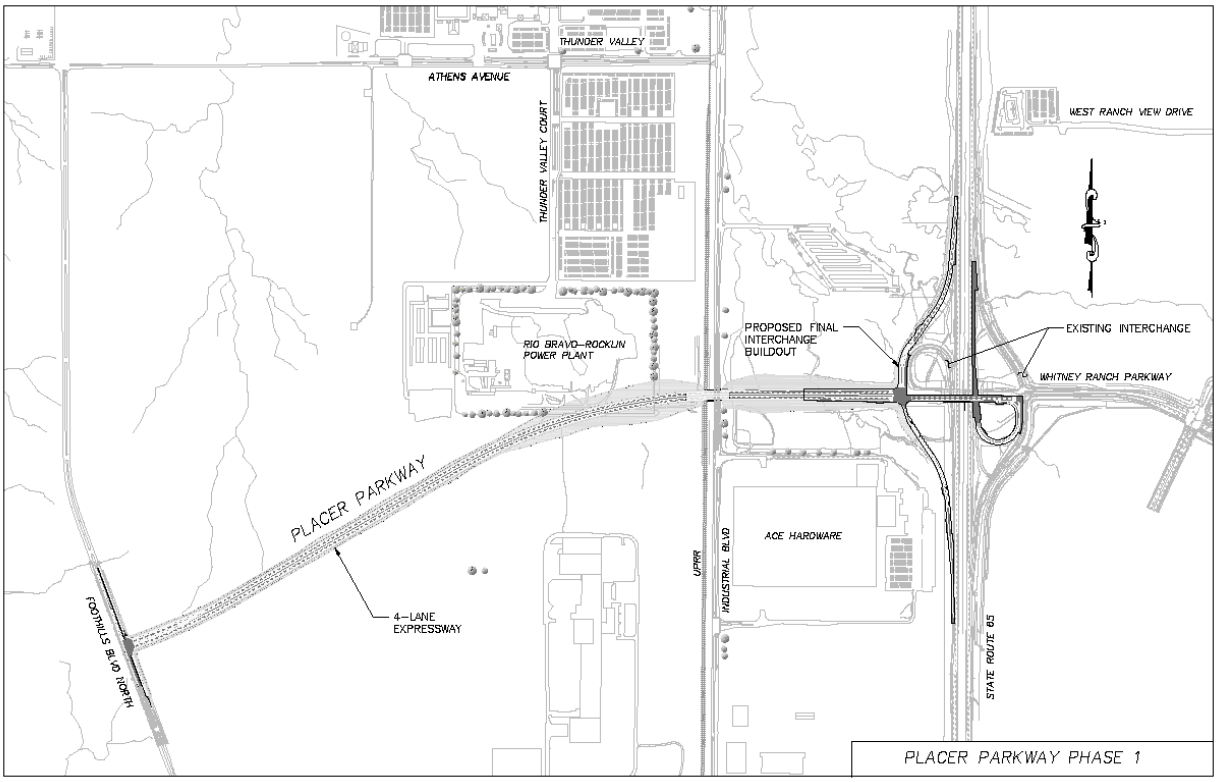
Exhibit AA - Placer Parkway Phase 1 Improvement Project Description
Exhibit BB - Grade Separation Project Description
Exhibit CC - Connector Road Project Description
Exhibit DD - Letter of Credit Form
Exhibit EE - Tentative Construction Schedule
Exhibit FF - Resolution of Limited Waiver of Sovereign Immunity

Placer Parkway Phase 1 Improvement Project Description

The Placer Parkway Phase 1 Improvements Project (Phase 1 Project) is the initial necessary phase of the planned Placer Parkway corridor, which will ultimately be a 15-mile, high-speed transportation facility that will connect State Route (SR) 65 in western Placer County to SR 70/99 in south Sutter County. The Placer Parkway is an opportunity to implement infrastructure improvements that will benefit a wide range of individuals, businesses and communities in rural and suburban western Placer County and eastern Sutter County. The Parkway will link rural areas and provide a connection to and from existing and planned development near some of the region's fastest growing communities and job centers. The Placer Parkway project was planned to respond to increased travel demand and congestion related to anticipated population and jobs growth as well as to improve goods movement. It was also planned to address the lack of alternative routes between SR 99/70 and SR 65, two busy regional highways. The Parkway provides additional east-west access parallel facility to I-80 that will reduce congestion, allowing for better movement of goods on the interstate freight corridor. The Parkway will improve access from rural and suburban areas to the I-80 and I-5 corridors, high tech industry in the SR 65 corridor, job centers in downtown Sacramento, and airports in Lincoln and Sacramento. It will also provide access to the planned commercial, industrial, entertainment, education and residential development in the Sunset Area, which encompasses 8,497 acres located in unincorporated south.

Phase 1 of the Parkway is proposed to be built as a four-lane roadway from SR 65 to Foothills Boulevard North. The Phase 1 Project begins at SR 65 in Placer County at the existing SR 65/Whitney Ranch Parkway between Sunset Boulevard and Twelve Bridges Drive and terminates 1.5 miles to the southwest at Foothills Boulevard North. Phase I establishes full freeway access at SR 65 with the completion of the interchange and construction of a new roadway connection west to Foothills Boulevard North. It will provide alternative connections to Foothills Boulevard North to relieve congestion along SR 65 at Sunset Boulevard and Twelve Bridges Drive and along Industrial Avenue and Sunset Boulevard. Phase 1 also includes an overhead grade separation at the Union Pacific Railroad (UPRR) tracks parallel to Industrial Avenue. This provides vehicles a safe crossing of the railroad tracks and will reduce the number of vehicles using the

existing UPRR at-grade crossing at Athens Avenue and Industrial Avenue. This will also have benefits for UPRR operations.



1003415.5

Exhibit BB - Grade Separation Project Description

Construction of a grade separation structure at the Athens Avenue railroad crossing that provides access to and from Athens Avenue and Industrial Boulevard. The Tribal Environmental Impact Report (TEIR) for the Thunder Valley Casino Expansion Project identified a cumulative impact associated with increased conflicts between automobiles and trains at the Athens Avenue grade crossing. The mitigation was to pay a fair share of a future grade separation project. Several alternatives were identified in the TEIR (Appendix G) with a raised intersection at Athens Avenue and Industrial Boulevard suggested as the recommended alternative. Subsequent study (Sunset/Industrial/Athens Operations Improvement Study, September 2010 by CH2MHill) identified a jug handle intersection at the intersection of Athens Avenue and Industrial Boulevard as a preferred alternative. Athens Avenue would be elevated over the existing railroad tracks and coming back down to grade east of Industrial Boulevard. A separate loop road would connect Athens Avenue and Industrial Boulevard. The existing signalized intersection would be removed and a new signalized intersection constructed at the loop road and Industrial Boulevard. Either alternative would totally separate automobile and train traffic and eliminate conflicts.

Exhibit CC - Connector Road Project Description

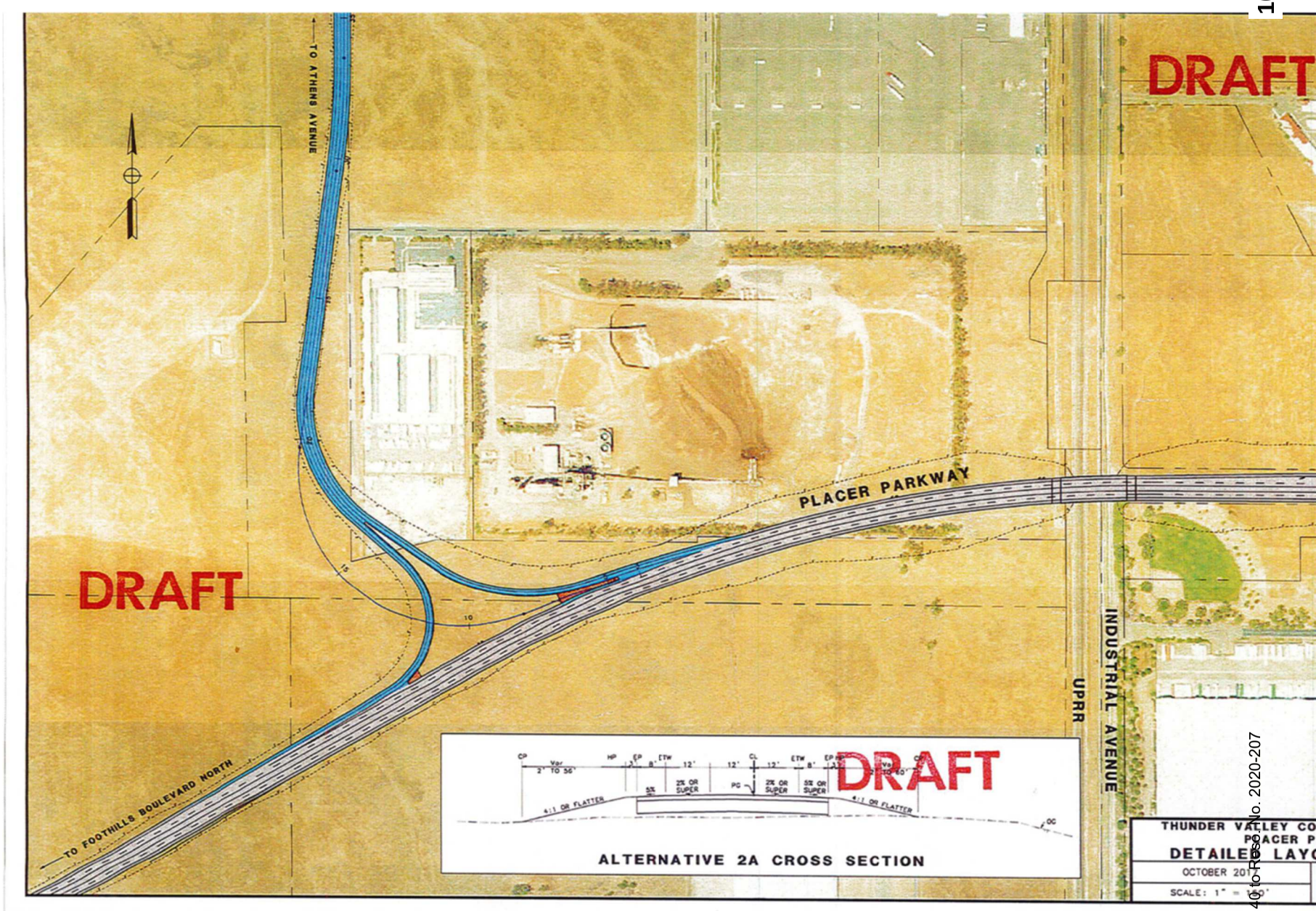

DRAFT
TO ATHENS AVENUE
PLACER PARKWAY
DRAFT
INDUSTRIAL AVENUE
UPRR
TO FOOTHILLS BOULEVARD NORTH
DRAFT
ALTERNATIVE 2A CROSS SECTION
THUNDER VALLEY CO
PLACER P
DETAILED LAY
OCTOBER 201
SCALE: 1" = 60'

Exhibit DD - Letter of Credit Form

[To be inserted]

Exhibit EE - Tentative Construction Schedule

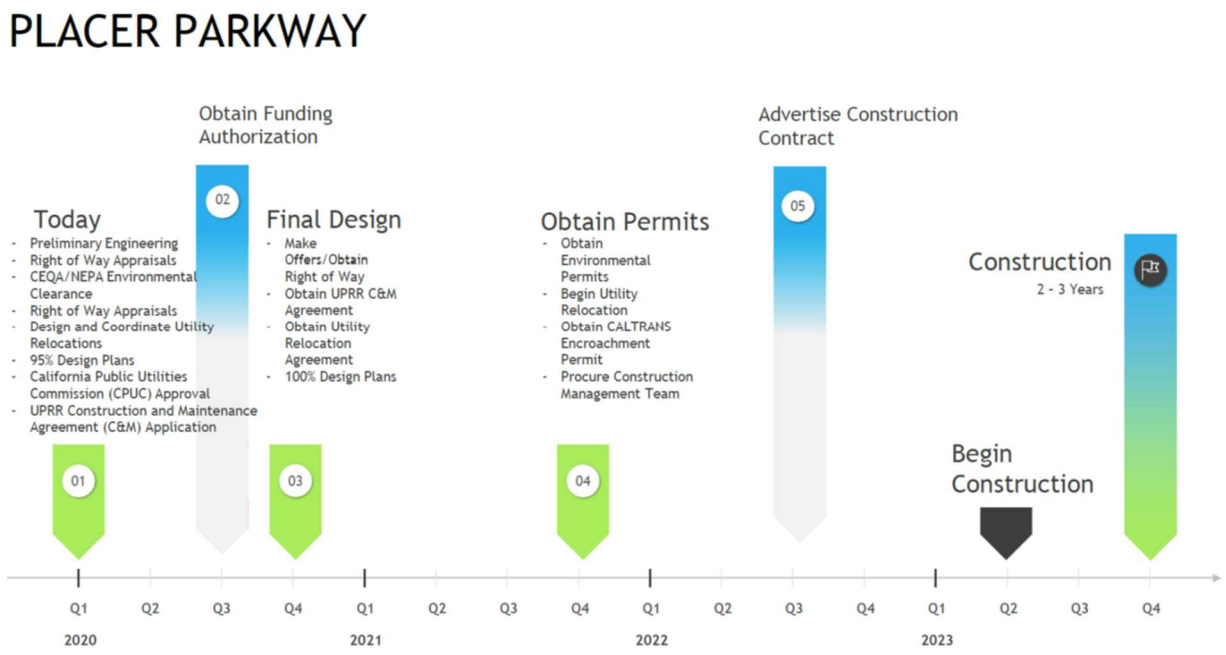


Exhibit FF - Resolution of Limited Waiver of Sovereign Immunity

[To be inserted]

EXHIBIT C
Connector Road Project Description

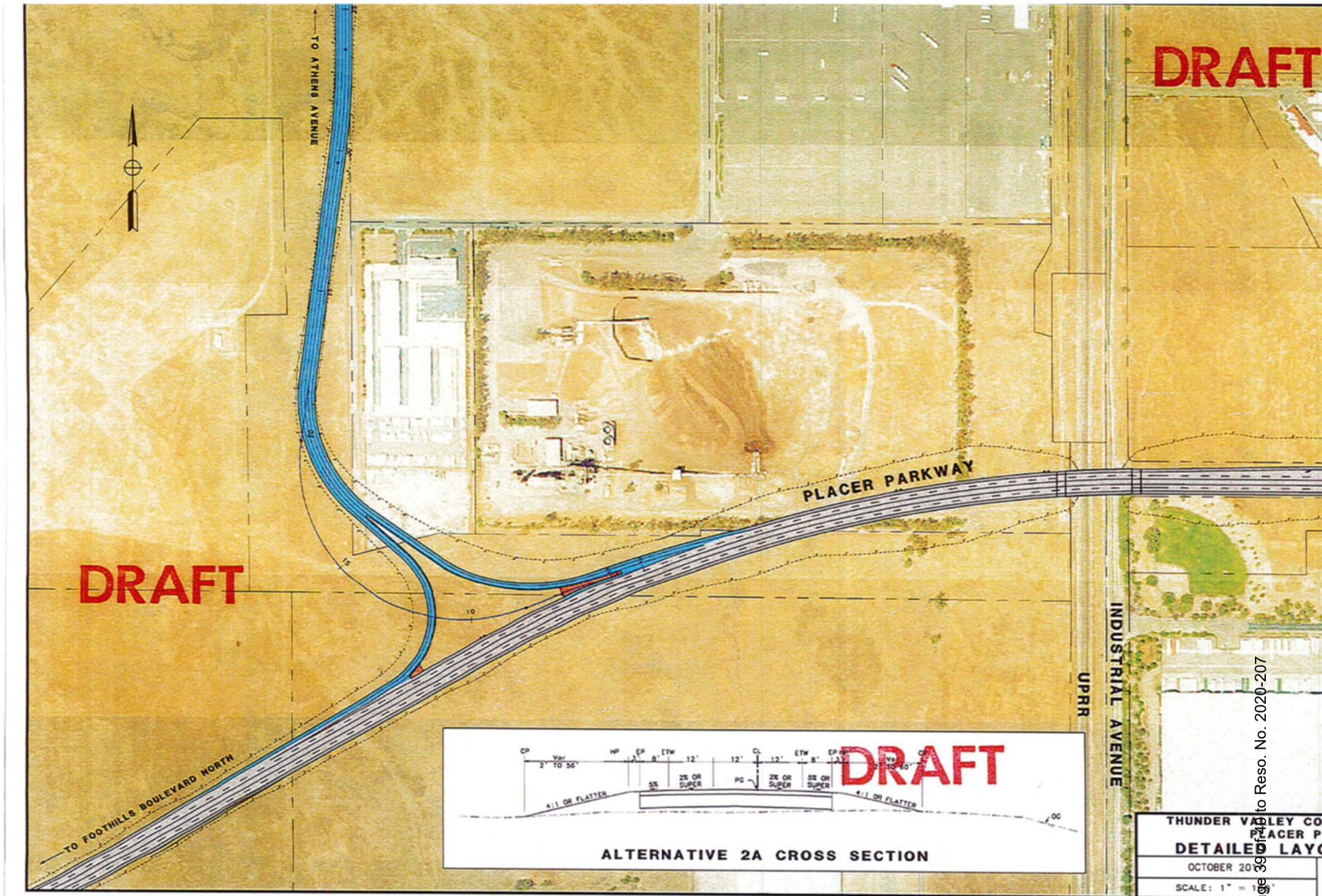

DRAFT
TO ATHENS AVENUE
PLACER PARKWAY
DRAFT
INDUSTRIAL AVENUE
UPRR
TO FOOTHILLS BOULEVARD NORTH
DRAFT
ALTERNATIVE 2A CROSS SECTION
THUNDER VALLEY CO
PLACER P
DETAILED LAYO
OCTOBER 20
SCALE: 1" =

EXHIBIT D
Placer Parkway Phase 1 Improvement Project Funding Summary

Estimated Project Cost:	$58,000,000
UAIC Non-Reimbursable	$9,000,000
UAIC Reimbursable	$15,000,000
UAIC Athens Grade Separation Reimbursable to County	$8,409,500
County Reimbursable	$25,590,500

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Northwest Rocklin Sewer Annexation Construction Notice of Completion

Date: February 14, 2023

Submitted By: Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Northwest Rocklin Sewer Annexation Construction, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (LaFleur Excavating, Inc.).

Background:
On September 13, 2022, by Resolution No. 2022-178, the Northwest Rocklin Sewer Annexation Construction project, was approved by the City Council, and is included in both the 2023-2027 Capital Improvement Plan (CIP) and Fiscal Year (FY) 2022/23 Operating Budget. This project consisted of upgrading the existing sewer line located on Atherton Drive to accommodate future development in the Northwest Rocklin Area.

The City Council awarded the contract to LaFleur Excavating, Inc. in the amount of $1,272,698 with a 15% contingency as provided by the Rocklin Municipal Code.

One balancing change order was issued, which decreased the project amount by fifty dollars ($50) for a total project amount of $1,272,648. The project was completed on December 1, 2022. Staff recommends the City Council accept the public work known as the Northwest Rocklin Sewer Annexation Construction, accept the Notice of Completion, and Authorize and Direct the Execution and Recordation of the Notice of Completion on behalf of the City.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The project was funded using the existing funds available in the Whitney Ranch Truck Sewer Fund (306) and alternative funding that will be reimbursed as impact fees are received.

ATTACHMENTS:
1. Resolution - Northwest Rocklin Sewer NOC

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE PUBLIC WORK KNOWN AS THE NORTHWEST ROCKLIN SEWER ANNEXATION CONSTRUCTION, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(Lafleur Excavating, Inc.)

WHEREAS, on September 13, 2022, the City Council of the City of Rocklin adopted Resolution 2022-178 awarding the contract for the Northwest Rocklin Sewer Annexation Construction project to LaFleur Excavating, Inc.; and

WHEREAS, this project consisted of upgrading the existing sewer line located on Atherton Drive to accommodate future development in the Northwest Rocklin Area; and

WHEREAS, Rocklin Municipal Code section 3.04.050 authorized a contingency amount of fifteen percent of the contract ($195,905) was approved by the City Council of the City of Rocklin for a total authorized project cost of $1,463,603; and

WHEREAS, the project was completed on December 1, 2022, at a total cost of $1,272,648 (rounded); and

WHEREAS, this project was funded using the existing funds available in the Whitney Ranch Truck Sewer Fund (306) and alternative funding that will be reimbursed as impact fees are received.

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

Section 1 The attached Notice of Completion relative to the public work known as Northwest Rocklin Sewer Annexation Construction Project (LaFleur Excavating, Inc.), is hereby approved and the public work accepted.

Section 2. The Director of Public Services is authorized and directed to execute said Notice on behalf of the City of Rocklin.

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

PASSED AND ADOPTED this 14th day of February, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Recording Requested by and Return to:

No Fee Per Gov't Code §27383

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Northwest Rocklin Sewer Annexation Construction is complete. The location of said project is the South Placer Municipal Utility District Sewer Line between West Oaks Boulevard and Atherton Road. The owner of said project is the City of Rocklin. The date of completion was December 1, 2022. The contractor on the project was LaFleur Excavating, Inc., and the surety on said project was Travelers Casualty and Surety Company of America.

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

City of Rocklin

ATTEST:

_____
Justin Nartker, Director of Public Services - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

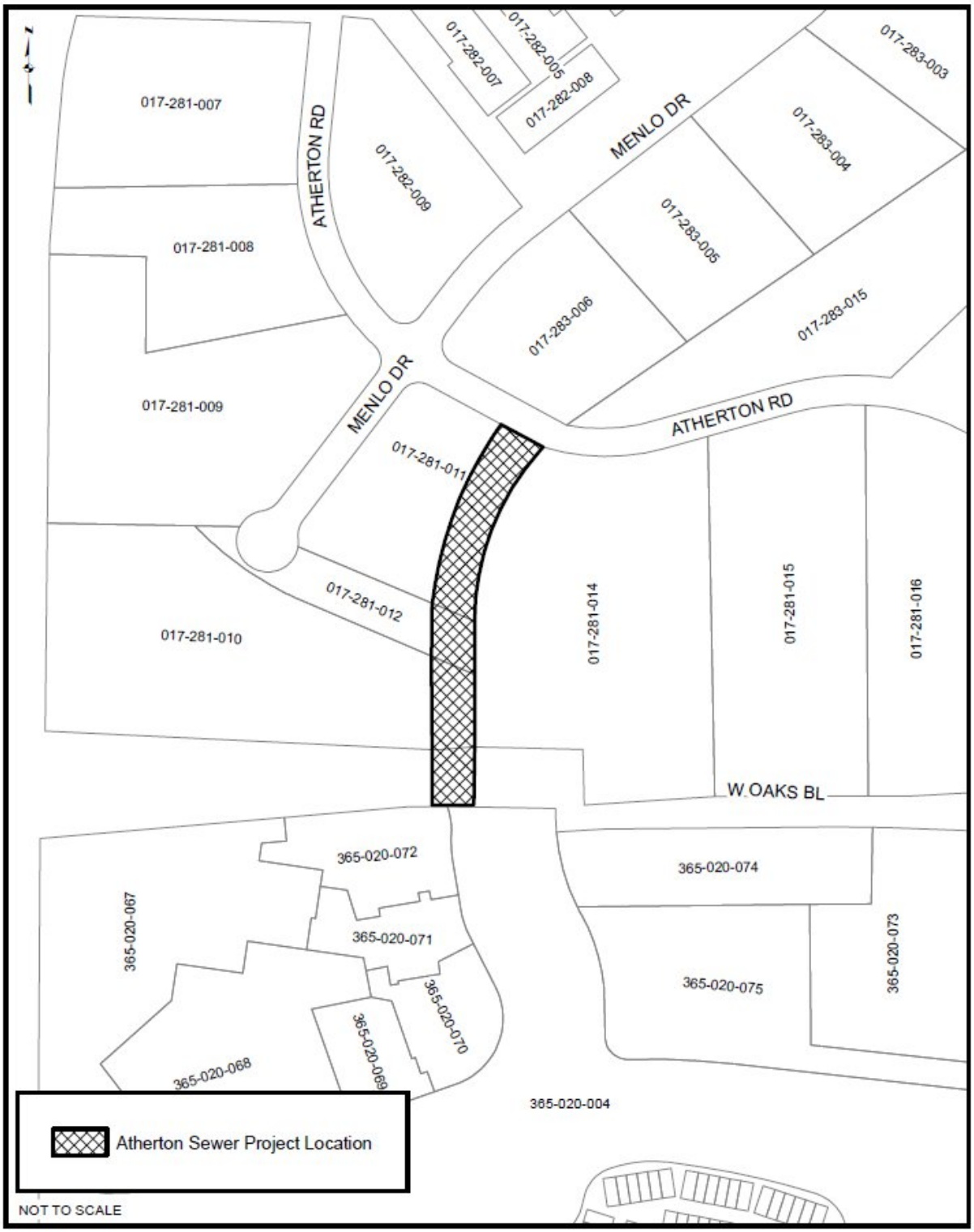
_____
Hope Ithurburn, City Clerk

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

Date:_____ Signature:_____
Justin Nartker, Director of Public Services
Rocklin, California

Attachment to
Reso. No. 2023-

Exhibit A



Attachment to
Reso. No. 2023-

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Amendment No. 1 to the Contract for Services with Jacobs Engineering Group, Inc. for the I80/Auxiliary Lane

Date: February 14, 2023

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Contract for Services with Jacobs Engineering Group, Inc., and Authorizing the City Manager to Execute Amendment No. 1.

Background:
On June 22, 2021, the City Council approved and adopted the 2022-2026 Capital Improvement Plan (CIP) along with the Fiscal Year (FY) 2021/22 Operating Budget, which included the Rocklin Road and Interstate 80 Interchange Project, also known as the Rocklin Road/Sierra College Corridor Multimodal Enhancements. This is a multi-year project that has been included in the FY 2022/23 Operating Budget and the 2023-2027 CIP. This project consists of improving pedestrian and multimodal facilities within the Rocklin Road/I-80 corridor to promote connectivity between Sierra College and the surrounding communities, with the first step of the project issuing a Request for Proposal to complete the Project Approval and Environmental Document. The contract was awarded to Jacobs Engineering (Resolution No. 2021-127).

Staff and the contractor have worked closely with Caltrans and as the project progressed, Caltrans determined that a westbound auxiliary lane from Rocklin Road to State Route 65 was necessary and added it to the project scope. This change in scope requires additional preliminary engineering, public outreach, right-of-way support, and environmental clearance support for the auxiliary lane.

The cost for the additional work is $875,000, which will increase the existing contract with Jacobs Engineering from $1,800,000 to $2,675,000. This increase will be funded out of South Placer Regional Transportation Authority Funds (SPRTA) (Fund 240).

Fiscal Impact:
There is no direct impact to the General Fund from this request. As indicated above, the cost of the Project Approval and Environmental Document and will be funded out of SPRTA (240) funds.

ATTACHMENTS:
I80-AuxRev Reso.pdf

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AMENDMENT NO. 1 TO THE CONTRACT FOR SERVICES WITH JACOBS ENGINEERING GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1

WHEREAS, on July 27, 2021, the City Council of the City of Rocklin entered into an agreement (Resolution 2021-127) with Jacobs Engineering Group, Inc. to provide the Project Approval and Environmental Document (PA&ED) for the Rocklin Road/Sierra College Corridor Multimodal Enhancements; and

WHEREAS, Caltrans determined that a westbound auxiliary lane from Rocklin Road to State Route 65 was necessary and added it to the project scope which requires additional preliminary engineering, public outreach, right-of-way support, and environmental clearance; and

WHEREAS, the cost for the additional services is $875,000, and staff recommends executing an amendment to the Agreement with Jacobs Engineering Group, Inc. for the additional work; and

WHEREAS, the cost for the additional work is $875,000 which will increase the existing contract with Jacobs Engineering from $1,800,000 to $2,675,000; and

WHEREAS, the additional contract amount will be funded out of the South Placer Regional Transportation Authority Funds (SPRTA) (Fund 240) and may require a budget appropriation.

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

Section 1. Amendment No. 1 to the Contract for Services with Jacob Engineering Group, Inc., to provide the Project Approval and Environmental Document (PA&ED) for the Rocklin Road/Sierra College Corridor Multimodal Enhancements is approved, and the City Manager is authorized to execute Amendment No. 4 in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 14th day of February, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____

Hope Ithurburn, City Clerk

AMENDMENT NO. 1
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND JACOBS ENGINEERING GROUP, INC., EFFECTIVE JULY 27, 2021

This Amendment is entered into as of this _____, by and between the City of Rocklin, a municipal corporation ("City") and Jacobs Engineering Group, Inc., a California corporation ("Contractor"), who agree as follows:

RECITALS

WHEREAS, Jacobs Engineering Group, Inc. and the City of Rocklin entered into an agreement on July 27, 2021, to provide the Project Approval and Environmental Document (PA&ED) for Rocklin Road/Sierra College Corridor Multimodal Enhancements in an amount not to exceed $1,800,000; and

WHEREAS, Caltrans determined that a westbound auxiliary lane from Rocklin Road to State Route 65 was necessary and added it to the project scope which requires additional preliminary engineering, public outreach, right-of-way support, and environmental clearance; and

WHEREAS, the cost for the additional services is $875,000, and staff recommends executing an amendment to the Agreement with Jacobs Engineering Group, Inc. for the additional work; and

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Contract as follows:

1. Section "2" entitled "Compensation" is amended to increase the not to exceed amount of the Contract from $1,800,000 to $2,675,000.

2. Exhibit "A" is amended to include the additional services set forth in Exhibit "A," attached hereto, and incorporated herein.

3. Exhibit "B" is amended to include the schedule for the additional services set forth in Exhibit "B," attached hereto, and incorporated herein.

4. Exhibit "C" is amended to include the fees for the additional services, as set forth in Exhibit "C," attached hereto, and incorporated herein.

Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Contract, the terms of this Amendment will prevail.

Executed as of the date first written above.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

CONTRACTOR

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

ATTEST:

By: _____
Hope Ithurburn, City Clerk

EXHIBIT A

SCOPE OF SERVICES

PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) SERVICES FOR INTERSTATE 80 WESTBOUND AUXILIARY LANE PROJECT

This scope includes the necessary and reasonable work for preliminary engineering, public outreach, right-of-way support, and environmental clearance support for the Interstate 80 (I-80) Westbound Auxiliary Lane Project (Project). The Project limits will encompass Interstate 80 Westbound from Rocklin Road to State Route 65. The environmental and traffic study limits may extend beyond these limits as required to satisfy the California Department of Transportation (Caltrans) requirements.

TASK 1 – PROJECT MANAGEMENT

Jacobs (Consultant) will provide project management and coordination services for the completion of work.

Task 1.1 – Project Management, Coordination, and Communication

Consultant will perform administrative functions, including filing, word processing, and meeting coordination. Consultant will manage the Project and coordinate technical design and environmental tasks through correspondence, project meetings, and memorandums. The Consultant's Project Manager will be the primary point of contact for the City.

Consultant will prepare a Project Management Plan (PMP) that will facilitate project management and coordination for the team during the PA&ED development. This plan will consist of the project scope, schedule, and budget, project charter/team communication plan, project file setup and maintenance, project deliverable and Computer Aided Design (CAD) production guidelines, invoicing format and requirements, and Project progress monitoring requirements.

Deliverables

- PMP
- Project Team contact list

Task 1.2 – Monthly Progress Reports and Invoicing

Consultant will prepare monthly invoices and progress reports and submit these to the City. The accompanying monthly progress report will include a summary of budget status by task. Out-of-scope work will not be performed without prior written approval from the City.

Deliverables

- Up to 24 monthly progress reports and invoices.

Task 1.3 – CPM Scheduling

Consultant will prepare and comply with a CPM/project schedule and maintain the project schedule every three months. The schedule will be prepared with Microsoft Project.

Deliverables

- Up to 7 schedule updates (PDF format)

Task 1.4 – Quality Control and Quality Assurance

Consultant will provide the technical resources and QC and QA process for the Project. A Quality Management Plan (QMP) will be prepared for team guidance on the Project. The Consultant Project Manager will work with the City, Caltrans, and the PDT to adapt the QC and QA processes, consistent with

the Caltrans Quality Management Handbook, to accommodate Caltrans available resources during reviews by the Caltrans Functional Units.

The QC and QA task includes providing senior input and support for key deliverables and decision making. The City reserves the right to obtain copies of the Consultant's QC and QA review for all deliverables.

Deliverables

- One (1) Quality Management Plan (pdf)

Task 1.5 – PDT Meetings

The PDT will monitor project progress, identify and solve problems, provide input for the work effort, advise the Project Manager in directing the course of work oversight, participate in major meetings/hearings, and foster results that will lead to project implementation. The PDT will consist of a group of key interdisciplinary project team members from the City, applicable consultant team members, the Caltrans Project Manager, and appropriate Caltrans functional unit representatives. The PDT will be guided by the policies and procedures required for the planning, processing, and approval of the Project, in accordance with City guidance and the Caltrans Project Development Procedures Manual (PDPM).

Consultant will coordinate, attend, and document a Project kick-off meeting with the PDT including the City, Caltrans, and other key agencies as directed by the City to establish liaison, schedule key milestones, coordinate team/agency expectations, establish the PMP, project schedule, and approach for the PA&ED phase. The discussion will include Caltrans coordination procedures, project purpose and need development, traffic modeling/forecast, potential concepts, and public outreach. Following the kick-off meeting, Consultant will prepare Caltrans encroachment permits to allow field work and surveys to begin in the project limits.

The kick-off meeting will be the means of verifying the project scope and schedule for commencement of the Project. The PDT meetings will serve as the primary forum for reviewing the status of the Project and identifying and resolving project issues. Consultant will provide meeting notices, prepare meeting materials, action item log, and agendas, attend, and prepare meeting summaries for up to 12 (12) monthly PDT meetings, including kick-off meeting. Depending on restrictions, the PDT meetings will be held via web conference or in-person. Technical focus meetings may be held in lieu of PDT meetings as directed by the City.

Deliverables

- Develop Need and Purpose
- Preparation and distribution of meeting materials for one (1) kick-off meeting
- Preparation of Caltrans' Encroachment Permit
- Preparation and distribution of meeting materials for up to 11 monthly PDT meetings

Task 1.6 – Biweekly PM Coordination Meetings

Consultant will lead monthly meetings with the City PM, the Caltrans PM, and the Consultant PM to stay aligned on critical action items, make decisions, and collaboratively strategize to keep the Project on schedule. Up to 24 meetings will be held via web conference and are anticipated to last 30 minutes.

Deliverables

- Preparation and distribution of meeting materials for up to 24 PM Coordination Meetings every month

Task 1.7 – Caltrans District 3 Deputy Meetings

When there are issues that cannot be resolved by the PDT, the consultant will initiate and facilitate coordination with Caltrans District 3 Deputy Directors, including the following key individuals that Jacobs already has established relationships:

- Carlos Portillo, Design
- Suzy Melim, Environmental
- Patrick Bishop, Maintenance & Traffic Operations
- John Ballantyne, Right of Way
- Greg Berry, Construction & Project Management
- Sue Takhar, Planning

Consultant will prepare for, attend, and document up to 2 meetings with Caltrans District 3 Deputy Directors at the request of the City.

Deliverables

- Participation in up to 2 coordination meetings with Caltrans

TASK 2 – FIELD SURVEY AND RIGHT-OF-WAY MAPPING

Wood Rodgers will leverage the ROW mapping and topographic mapping efforts already completed for the Rocklin Road Interchange preliminary engineering for this work. There is extensive survey control established that will be utilized and expanded for use in this additional topographic area.

Task 2.1 Boundary Survey and Aerial Topographic Mapping

Wood Rodgers will coordinate with Caltrans and the City to determine the appropriate Project Control. We will request and obtain Caltrans current Right-of-Way maps and Monument Maps along the Project corridor. We will obtain all necessary permits for survey work within the Caltrans Right-of-Way along the project corridor. We will obtain the necessary mapping and documentation from Placer County to be used for the Right-of-Way surveying and adjacent properties within the Project limits. Surveys will locate monuments, pins, monument wells, and other boundary markers necessary to resolve and map adjoining parcels. Wood Rodgers will prepare an overall (LANDNET) base map as the basis of the right-of-way and parcel boundaries. The base map will be prepared with sufficient detail and accuracy to be applicable to the development of legal descriptions and plats during later phases of the project.

Wood Rodgers will coordinate with Caltrans and the City to facilitate the delivery of an overall photogrammetric aerial map and orthophotography. We will set and locate aerial control panels at locations and frequency adequate to meet Caltrans and National Mapping Accuracy Standards of 1"=40' scale mapping, with 1' contour intervals based on the approved mapping limits. Aerial based topographic mapping will show visible surface features, 1' contours, Digital Terrain Model (DTM) ground surface and spot elevations within the mapping limits utilizing the current Caltrans mapping standards. Color photo background imagery will be prepared along the limits utilizing the aerial photography. The imagery will be adjusted using ortho-correction within the mapping limits, and simple rectification within the ground control limits. The general limits include mapping of a portion of Interstate 80 and sufficient length and width for the proposed auxiliary lane alternatives. Topographic mapping will be provided 200 feet on the northwesterly side of Caltrans R/W for adequate hydrology and hydraulic analysis. Consultant will provide Caltrans the necessary aerial layout and flight plan that will require approval in three stages (ABC process) per the "Required Materials for Photogrammetric Mapping" standards.

Wood Rodgers shall set durable control points along the Project limits and just beyond for utilization of future surveys and construction control. Project datum will be provided by Caltrans corridor control.

NAD83, California State Plane Coordinates, Zone 2 and NAVD88 elevations will be used. Surveying and mapping shall conform with the Land Surveyors Act and Caltrans Survey Manual.

Deliverables

- LANDNET Boundary and Right-of-Way Base Map Aerial Base File, DTM File, Resolved Ground Surface Model Image Files

Task 2.2 Utility and Topographic Surveys

Wood Rodgers will perform surveys to locate all visible utilities. Utilities to locate will include poles, signals, overhead wires, lights, gas, water, electrical, valves, storm drain structures and manholes, sewer manholes, fiber, and other visible utilities. We will perform measure downs to accessible storm-drain and sewer structures and manholes for depth, invert, pipe size and flow direction within the Project limits. We will provide survey measurements to sub-surface investigative utilities and potholing. After completion of surveys, Consultant will map utilities into the topographic survey base files.

Wood Rodgers will perform surveys to locate topographic features critical to design. Items to locate shall include areas under trees, drainage surveys and waterway surveys, above ground and sub-surface utilities. After completion of surveys, Wood Rodgers will map the topographic data into the main topographic survey base file.

Deliverables

- Utility Mapping, Point Files, Topographic Mapping

Task 2.3 Right-of-Way Mapping

Record right-of-way maps and documents including Caltrans right of way maps will be retrieved and analyzed to provide an approximate location of the right-of-way and adjacent boundary lines.

Once the field surveying portion of the project begins, monuments identified per our record research will be located, sufficient in number, to establish the existing right-of-way. Existing easements encumbering the property are mapped and placed in a survey base map. The base map will also include assessor's parcel number and street addresses.

Deliverables

- Right-of-Way Base Map

TASK 3 – AUXILIARY LANE CONCEPT REFINEMENT

Consultant will develop conceptual plans for the Project in accordance with the Caltrans PDPM guidelines for the Project Report (PR) phase of the project development process. This scope of work assumes the previously completed PSR-PDS from 2012 will be used as the project initiation document.

Up to two (2) conceptual auxiliary lane configuration concepts will be developed through a combination of initial investigations by the City, Caltrans, and the PDT, with input from the stakeholders, to develop a range of concepts for discussion and consideration. The concepts will be initially screened for viability against criteria established by the PDT, to eliminate concepts that are not consistent with the project purpose and need objectives and do not meet the screening criteria.

The initial concept screening will be based on the I-80/Rocklin Road Interchange traffic forecasting modeling for the existing and future conditions, which is already available, and available environmental data. The concepts will be developed to sufficient level of detail to provide comparative results from assessment of each concept against the screening criteria. The concepts will be developed in a roll plot

format showing plan views of lane and shoulder widths and other information to allow the reviewer to identify the impacts associated with the concept and overall footprint. Three-dimensional modeling using Inroads, OpenRoads, or Civil3D is excluded from this task.

After the concepts are presented to the public in the first public meeting, the concepts will be further refined by the PDT. This refined screening of the concepts will be accomplished using input from the Project stakeholders, and operational, physical, and environmental factors. The range of screening factors and evaluation criteria will be refined by the Consultant from the initial criteria developed with the City and the PDT and will include such factors as cost, roadway/design characteristics, constructability, permitting, traffic operational measures, Right-of-Way impacts, environmental constraints (visual, noise, biological), and public support. A methodology for evaluating the concepts for each screening factor will be developed by the Consultant and presented to the PDT, to provide an assessment of the concept relative to the others. The results will be summarized in the form of a comparative chart for decision by the PDT for the concepts to be carried forward as up to two (2) Build Alternatives and a No Project alternative for the state CEQA and federal NEPA environmental process.

Any concept screened out during this process will be documented in the "Alternatives Considered but Rejected" section of the Project Report and in the environmental document. The process will also document terrain, obstacles, environmentally sensitive areas, and traffic conditions that may impact concept design.

Deliverables

- Up to three (3) conceptual roll plot exhibits for the concept screening process

TASK 4 – AUXILIARY LANE ALTERNATIVES DESIGN SUBMITTAL

Consultant will conduct the preliminary design tasks outlined below. These tasks are in support of the development of alternatives for inclusion in the PR. Engineering plans, profiles, and typical sections will be prepared for up to two (2) Build Alternatives for the geometric approval drawings (GAD).

Task 4.1 – Data Collection

Consultant will collect available data from Caltrans, City, and Placer County, including topographic mapping, conceptual design files, improvement plans and design files for adjacent projects, Right-of-Way and parcel maps, utility and drainage data, environmental studies, as-built plans, survey monumentation, maintenance records, and other applicable documents and data. Field reviews will be conducted to collect pertinent data from onsite and to document the area and facilities with photographs.

Task 4.2 – Alternatives Analysis

The two (2) Build alternatives will be carried forward into Geometric Approval Drawings (GADs). Engineering plans will be prepared for each alternative for environmental studies. The plans will be developed on the project base mapping and will address horizontal and vertical alignment for mainline, ramps, and local streets in the Project area, limits of cut and fill, right-of-way limits (existing and proposed), and utilities. An aerial roll plot for each Build Alternative will include showing the following:

- Typical cross sections
- Layout Plans
- Profile and Superelevation Diagrams

Up to two (2) GADs will be prepared for inclusion in the PR. Consultant will develop the geometrics to a level of detail to determine earthwork quantity calculations and with sufficient detail to support the PR

determination of capital outlay costs for construction and Right-of-Way, and the number and type of design exceptions.

Deliverables

- Geometric Approval Drawings (GAD) for up to two (2) Build Alternatives

Task 4.3 – Design Standard Decision Document

Consultant will prepare a Design Standard Decision Document (DSDD) for nonstandard design elements of the Project. Each Build Alternative will be reviewed for the identification of non-standard features in accordance with Caltrans Highway Design Manual (HDM), Chapter 80, "Application of Design Standards", Tables 82.1A and B for Bold and Underlined Standards. Exceptions identified will be included in the DSDD for review and approval by Caltrans. Consultant will revise the DSDD in response to up to three (3) rounds of Caltrans comments and will be included as an attachment to the PR. The DSDD will document up to five (5) non-standard design exceptions.

Deliverables

- Design Standard Decision Document (Draft and Final)
- Responses to up to three (3) rounds of Caltrans comments

Task 4.4 – Policy Exception Fact Sheet

Consultant will prepare a Fact Sheet Exception to Ramp Metering Policy (FSERMP) for elements of the Project. Each Build Alternative will be reviewed for the identification of policy exceptions in the Ramp Metering Design Manual (RMDM). Exceptions identified will be included in the FSERMP for review and approval by Caltrans. Consultant will revise the FSERMP in response to up to three (3) rounds of Caltrans comments and will be included as an attachment to the PR. The FSERMP will document up to three (3) policy exceptions.

Deliverables

- Fact Sheet Exception to Ramp Metering Policy (Draft and Final)
- Responses to up to three (3) rounds of Caltrans comments

Task 4.5 – Transportation Management Plan (TMP) Data Sheet

Consultant will prepare a TMP data sheet for up to two (2) Build Alternatives including a review of traffic control restrictions, construction staging/traffic requirements, Construction Zone Enhanced Enforcement Program (COZEEP) requirements, and a review of construction strategies. This information will be compiled into the Caltrans standard TMP Checklist as an attachment to the PR. Consultant will address up to one (1) round of review comments from Caltrans.

Deliverables

- TMP Data Sheet (draft and final)
- Responses to up to one (1) round of Caltrans comments

Task 4.6 – Prepare Preliminary Project Cost Estimates

Consultant will prepare quantities and unit costs for up to two (2) Build Alternatives and complete the eleven-page Preliminary Project Cost Estimate Summary for each. Approximate quantities for major construction items will be determined and unit costs will be applied based on Caltrans Contract Cost Data and recent applicable bid results. Estimates will be prepared and submitted with each submittal of the PR.

Deliverables

- Caltrans Preliminary Project Cost Estimate Summary for up to two (2) Build Alternatives at Administrative Draft, Draft, and Final PR submittals (11-page format)

Task 4.7 – Risk Register

Consultant will prepare a Project Risk Management Plan to identify, qualitatively analyze, prepare a response strategy, and monitor and control project risks throughout the PA&ED process. The Risk Register will be prepared and submitted with each submittal of the PR.

Deliverables

- Risk Register at Administrative Draft, Draft, and Final PR submittals
- Responses to one (1) round of review comments from Caltrans

TASK 5 – ENGINEERING TECHNICAL STUDIES

Consultant will perform technical studies to support Draft Project Report. Based on the level of impact and need for mitigation, Consultant will work with the City and the PDT to propose mitigation measures. Consultant will prepare the draft and final technical reports to summarize study findings and recommendations for mitigation.

Based on review of existing as-built plans, the PA&ED phase will assume 5-foot diameter shafts with lengths of 22 feet per the Caltrans standard plans to relocate the existing overhead sign and changeable message sign along westbound I-80. Geotechnical sub-surface investigation will occur during the PS&E phase.

Task 5.1 – Data Review and Field Reconnaissance

Consultant will review the available data and reports, including relevant documents provided by the City and Caltrans. Consultant will perform field reconnaissance to assess the existing site conditions and potential design issues.

Task 5.2 – Preliminary Drainage Report

Consultant will perform the preliminary hydraulics design including preparation of a Draft and Final Preliminary Drainage Report. The report will evaluate the existing hydraulic conditions at the Project site, including onsite drainage systems and regional storm drainage systems.

The Draft Preliminary Drainage Report will be submitted to Caltrans for review. Up to one (1) round of review comments will be provided by Caltrans. Comments on the draft will be resolved during a comment resolution meeting. Up to one (1) meeting will be required with up to three (3) consultant staff attending. Comments will be resolved by the end of the meeting and consultant will incorporate the resolutions into the final report for submittal to Caltrans. Up to two (2) conceptual drainage plans will be required for up to two (2) Build Alternatives. Consultant will participate in up to one (1) site visits with up to three (3) consultant staff at each site visit. Existing and proposed Hydrology Maps will be required.

Deliverables

- Draft and Final Drainage Report including up to two (2) conceptual drainage plans for up to two (2) Build Alternatives
- Responses to up to one (1) round of review comments from Caltrans
- Meeting materials (agenda and minutes) for up to one (1) comment resolution meeting with Caltrans

Task 5.3 – Floodplain Hydraulic Study

Consultant will research the available hydrologic and hydraulic information within the Project limits. Consultant will perform a floodplain risk assessment to assess the existing floodplain limits and determine the potential floodplain impacts from the proposed project alternatives. Consultant will work with the City and the PDT to minimize any potential floodplain impacts and prepare a technical report to summarize the floodplain impacts and need for mitigation. There will be no detailed creek channel cross section survey required for this phase of the Project. The hydraulic study will be performed using data from Federal Emergency Management Agency (FEMA), the City, and the Sacramento Area Flood Control Agency.

The Draft Floodplain Hydraulic Study will be prepared and submitted to Caltrans for technical review. Consultant will be provided up to one (1) single consolidated set of review comments from Caltrans. Consultant will respond to up to one (1) round of review comments from Caltrans and identify any comments that require further coordination or resolution. Consultant will schedule and attend up to one (1) comment resolution meeting with Caltrans, if needed, to resolve outstanding comments. Up to three (3) consultant staff will join the comment resolution meeting as needed. Consultant will incorporate changes into the Final Floodplain Hydraulic Study t and submit final versions to Caltrans. Based on the results of these two studies, Consultant will prepare an abstract for inclusion in the environmental document text.

Deliverables

- Draft and Final Floodplain Hydraulic Study
- Responses to one (1) round of review comments from Caltrans
- Meeting materials (agenda and minutes) for up to one (1) comment resolution meeting with Caltrans

Task 5.4 – Stormwater Data Report (SWDR)

Consultant will prepare a PA&ED phase stormwater data report summarizing project impacts to water quality, general mitigation measures, and recommended temporary construction site and permanent best management practices (BMPs). Consultant will research the following to address the new Construction General Permit requirements:

1. Calculation and factors for construction risk level assessment
2. Project-specific needs for BMP implementation

The study will address the need for erosion control measures and will only address the impacts from the Project and utilize Caltrans standard checklists. The SWDR will be included as an attachment to the PR.

Consultant will prepare the SWDR using the current Caltrans published template available as of the start of this contract. The Draft PA/ED SWDR will be submitted to Caltrans for review. Consultant will schedule and attend up to one (1) comment resolution meeting with Caltrans, if needed, to resolve outstanding comments. Up to three (3) consultant staff will join the comment resolution meeting as needed. The SWDR will address only the impacts from the Project.

Deliverables

- Draft and Final PA/ED SWDR
- Responses to one (1) round of review comments from Caltrans
- Meeting materials (agenda and minutes) for up to one (1) comment resolution meeting with Caltrans

Task 5.5 – Aerially Deposited Lead Assessment

Blackburn Consulting (Blackburn) will complete an Aerially Deposited Lead (ADL) Assessment to evaluate whether impacts due to ADL require mitigation recommendations for construction and/or soil management requirements by performing the following tasks:

- Review the Project with the project design team to develop a sampling workplan
- Review Blackburn's ADL Assessment for the I-80/Rocklin Road Interchange Improvement Project (dated November 12, 2021) to evaluate previous ADL sampling locations along westbound I-80 for use in the Project
- Review Geocon Consultant's Aerially Deposited Lead and Traffic Stripe Paint Site Investigation Report (dated July 21, 2008)
- Prepare a traffic control plan and retain a traffic control subcontractor
- Mark the sample locations for Underground Service Alert (USA 811) and retain a private utility locator to locate potential utility conflicts at sample locations
- Review Caltrans as-built utility maps for potential utility conflicts provided by project team
- Project team will obtain a Caltrans Encroachment Permit to perform soil sampling
- Sample up to 15 locations, at approximate 500-foot intervals along the unpaved westbound shoulder of I-80 between Rocklin Road and Highway 65
- Collect two discrete samples, one each from 0 to 6 inches and 18 to 24 inches below ground surface (bgs), or until practical refusal at each sample location with hand auger equipment, and place the samples in labeled glass jars, place the jars in a cooled ice chest, and deliver them to a California-certified analytical laboratory under continuous chain-of-custody documentation
- Blackburn will decontaminate the sampling equipment between each sampling location using a distilled water rinse and a biodegradable detergent
- Analyze samples for total lead (EPA Method 6010B) (30 samples)
- Analyze samples with a total lead concentration above 50 milligrams per kilogram (mg/kg) for soluble lead by the Soluble Threshold Limit Concentration – Waste Extraction Test (STLC-WET DI) method (assume 8 samples)
- Analyze two randomly selected samples for pH by EPA Method 9045
- Laboratory quality assurance/quality control (QA/QC) will consist of method blanks and spike samples

Deliverables

Blackburn will review the test results, perform statistical analysis of the results, and prepare an ADL Assessment Report (one draft and one final) containing the following:

- Project Description
- Soil Sampling Procedure
- Analytical Test Results
- Statistical Analysis of Test Results
- Conclusions and Recommendations
- Report Limitations
- Vicinity Map and Site Map with Sampling Locations

TASK 6 – ENVIRONMENTAL TECHNICAL STUDIES

Based on preliminary review of the project, Jacobs recommends that the technical studies described in this section be prepared. Caltrans may require additional studies, but this scope of work assumes that the following studies will not be required:

- Geology Report
- Paleontological Evaluation Report
- Paleontological Mitigation Plan
- Energy Analysis Report
- Section 4(f) Evaluation
- Historical Resources Evaluation Report

Task 6.1 – Natural Environment Study

Jacobs will prepare a Natural Environment Study (NES). As an initial step, Jacobs will review available information in coordination with the City and Caltrans. The purpose of this initial coordination effort will be to obtain additional information, discuss proposed field surveys and documentation procedures, and identify any agency permitting or resource concerns early in the process.

Jacobs will engage staff biologists with appropriate local experience and will conduct field studies that conform to Caltrans standards. These surveys will form the basis of the impact analysis that will determine the extent of habitat disturbance (including the presence of noxious weeds) and potential effects on special-status species and their habitats; common and sensitive natural communities including riparian and wetland communities. The results of the wildlife and botanical surveys will be reported in the NES report.

The NES will include a biological resources assessment that identifies the potential for occurrence of special-status plant and animal species and their habitat, and sensitive habitats within the project area. For the purposes of this assessment, special-status species are defined as plants and animals that meet one or more of the following criteria:

- Listed, proposed for listing, or candidates for future listing as threatened or endangered under the federal Endangered Species Act
- Listed or candidates for future listing as threatened or endangered under the California Endangered Species Act
- Meet the definitions of endangered or rare under Section 15380 of the CEQA Guidelines
- Identified as a species of special concern by CDFW
- Birds identified as birds of conservation concern by the USFWS
- Plants considered by the California Native Plant Society (CNPS) to be "rare, threatened, or endangered in California" (California Rare Plant Rank 1 and 2)
- Plants listed as rare under the California Native Plant Protection Act
- Fully protected in California in accordance with the California Fish and Game Code

Waters of the United States and Waters of the State are known to occur in the project area. As part of the NES, jurisdictional wetland features will be studied including a calculation of affected acreages.

Deliverables

- Draft NES for City and Caltrans review
- Responses to one round of review comments

- Final NES for Caltrans signature

Task 6.2 – Aquatic Resources Delineation Report

Because of the expected occurrence of Waters of the United States/Waters of the State, Jacobs will prepare an Aquatic Resources Delineation Report to document the extent of wetlands in the project area and quantify any potential wetland impacts. The task will begin following the confirmation of the extent of any potential project improvements to the existing water crossing (understood to be Sucker Ravine). Jacobs will prepare a draft Aquatic Resources Delineation Report following Chapter 15 of the Caltrans SER. Jacobs will prepare a final report that responds to all comments from the City and Caltrans.

Deliverables

- Draft ARDR for City and Caltrans review
- Responses to one round of review comments
- Final ARDR for Caltrans signature

Task 6.3 – Air Quality Assessment

Using applicable County and City standards (for CEQA) and guidance in SER Chapter 11, Jacobs will perform all activities related to air quality impact analysis for use in the environmental document, and prepare technical reports documenting study results. This includes identifying sensitive receptors and analysis locations, performing modeling using standard tools to calculate construction emissions relative to local thresholds, and coordinating with regional agencies to verify the conformity status of the project and review as a Project of Air Quality Concern.

Deliverables

- Draft Air Quality Study Report for City and Caltrans review
- Responses to one round of review comments
- Final Air Quality Study Report for Caltrans approval

Task 6.4 – Noise Analysis

Jacobs will perform all activities related to noise impact analysis for use in the environmental document and prepare Noise Study Report (NSR) and Noise Abatement Decision Report (NADR). Preparation will be done in accordance with applicable City standards, the Caltrans Traffic Noise Analysis Protocol, and the Caltrans SER Chapter 12. Jacobs will identify sensitive receptors and analysis locations, collect existing noise information, perform noise modeling, develop estimates of effectiveness for alternative mitigation measures, prepare an NSR with preliminary barrier plans, and prepare the NADR.

Deliverables

- Draft NSR for City and Caltrans review
- Responses to one round of review comments
- Final NSR for Caltrans signature
- Draft NADR for City and Caltrans review
- Responses to one round of review comments
- Final NADR for Caltrans signature

Task 6.5 – Cultural Resources Studies

Jacobs will prepare the following cultural resources studies: Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR). In addition, Jacobs will prepare a map of the Area of Potential Effects (APE) for Caltrans endorsement prior to the start of the detailed studies.

The APE is a large-scale map that shows the area where cultural resources could be affected by the project and has a signature block for Caltrans approval. It shows the existing right-of-way, the proposed new right-of-way (if applicable), areas to be graded, and areas to be paved. Jacobs will prepare the APE map using the project plans as a base.

A records search for the project will be obtained from the North Central Information Center and will be summarized in the ASR. An archaeologist who qualifies as a Lead Archaeological Surveyor, as defined by Caltrans, will perform a walkover survey of the APE. The results of the survey will be provided in the ASR. Any archaeological resources identified as a result of the survey will be described in the ASR and standard form DPR 523 will be completed. The ASR will also provide background sections for prehistory, ethnography, and history.

Native American consultation is required as part of the Caltrans Section 106 process and pursuant to CEQA in accordance with AB 52. The Project Archaeologist will request a search of the Sacred Lands File and a list of Native American contacts for the project area from the California Native American Heritage Commission. Following coordination with the City, Jacobs will send letters to the Native American contacts requesting information and concerns about any resources within the APE. If responses are not received, the Project Archaeologist will make follow-up phone calls and document them on record of conversation forms. Responses from Native Americans will be summarized in the ASR and copies of correspondence will be provided as an attachment to the HPSR.

The HPSR will provide a summary of the results contained in the ASR and the results of Native American consultation. The HPSR will provide a summary of identification efforts, a summary of public participation (including Native American comments), and findings, including whether there are any listed, eligible, and potentially eligible cultural resources in the APE. The APE map and ASR are attached to the HPSR.

Deliverables

- APE map for Caltrans signature
- Draft ASR for City and Caltrans review
- Responses to one round of review comments
- Final ASR for Caltrans signature
- Draft HPSR for City and Caltrans review
- Responses to one round of review comments
- Final HPSR for Caltrans signature

Task 6.6 – Visual Impact Assessment

Jacobs will complete the Caltrans *Questionnaire to Determine Visual Impact Assessment Level*. The questionnaire is expected to result in an official determination that a full Visual Impact Assessment will be required. Qualified staff will complete the questionnaire and prepare a brief memorandum as required by the Caltrans SER.

Jacobs will prepare a Visual Impact Assessment consistent with Chapter 27 of the Caltrans SER. The level of analysis required is expected to be moderate and is assumed to not require any visual simulations. Jacobs will prepare a draft report for City and Caltrans review and a final report that responds to all City and Caltrans review comments.

Deliverables

- Printed copy of Visual Impact Assessment Questionnaire results
- Draft Visual Impact Assessment for City and Caltrans review

- Responses to one round of review comments
- Final Visual Impact Assessment for Caltrans signature

Task 6.7 – Community Impact Assessment

Jacobs will prepare a Community Impact Assessment in accordance with guidance contained in the Caltrans SER. The analysts will perform all activities related to socioeconomic, land use, and growth impact technical studies for use in the environmental document and prepare a technical report documenting study results. This includes updating all demographic and economic data with the best available U.S. Census data. Jacobs will perform ethnicity and economic investigations to determine the characteristics of the communities affected by the project, including Environmental Justice requirements pursuant to federal Executive Order 12898. In addition, Jacobs will perform land use studies to determine the relationship of the project to local, regional, and other planning documents and identify compatibility issues with existing land uses.

Deliverables

- Draft CIA for City and Caltrans review
- Responses to one round of review comments
- Final CIA for Caltrans signature

Task 6.8 – Phase I Initial Site Assessment

Blackburn will complete a Phase I Initial Site Assessment (Phase I ISA) to assess whether potential sources or indications of hazardous materials conditions are present within or adjacent to the Project area. Blackburn will complete the Phase I ISA in general accordance with ASTM E1527-21 "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process" requirements by performing the following tasks:

- Review the Area of Potential Effects (APE) Map prepared by the project team
- Review Blackburn's *Phase 1 ISA* for the *I-80/Rocklin Road Interchange Improvements Project* (dated February 4, 2022) to evaluate Recognized Environmental Conditions (RECs) near the Project
- Review Blackburn's Initial Site Assessment (ISA) Update for the Interstate 80/State Route 65 Interchange (80/65 IC) Improvement Project (dated September 30, 2014) to evaluate RECs near the Project
- Review published literature for general geology and groundwater conditions at the Project
- Review on-line regulatory databases GeoTracker (State Water Resources Control Board) and EnviroStor (Department of Toxic Substances Control (DTSC)) to determine if known impacts and/or previous environmental data exists for the Project area
- Conduct interview(s) with available people knowledgeable about Project area history to evaluate potential environmental conditions based on contact information provided by the project team
- Conduct a site reconnaissance along publicly accessible roads to observe current land use and indications of potential hazardous material contamination on or adjacent to the project, including documentation of areas showing evidence of surface staining, storage, dumping, handling, and mixing areas for hazardous materials (such as pesticides and fuel products), and apparent locations of fuel tanks and wells
- Review historical aerial photography, topographic maps, and Sanborn Maps covering the project and surrounding areas for indications of sources for potential contamination

- Review a commercial database including federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the project
- Based on the historical research, attempt to identify past and present operations conducted on or adjacent to the project area to assess the potential for hazardous material impacts

Deliverables

- Prepare a Phase 1 ISA Report (one draft and one final) that includes:
  - Project and site descriptions
  - General geology, groundwater, and surface/subsurface conditions
  - Findings of document reviews, owner interviews, site reconnaissance, historical evaluations, and regulatory records reviews
  - Location and general extent of known or suspected contamination on or adjacent to the project, as applicable
  - Recommendations for further investigation and analysis, if necessary
  - Limitations of the report
  - Vicinity and site maps
  - Photo report of general site conditions

Task 6.9 - Paleontological Identification Report

Jacobs will prepare a Paleontological Identification Report to determine the paleontological sensitivity of the project area and the potential need for additional paleontological study. Based on site conditions, Jacobs assumes that no additional study will be necessary; however, the Paleontological Identification Report is expected to be required to follow the review steps identified in Chapter 8 of the Caltrans SER. Jacobs will prepare a draft report for City and Caltrans review and a final report that responds to all City and Caltrans comments.

Deliverables

- Draft Paleontological Identification Report for City and Caltrans review
- Responses to one round of review comments
- Final Paleontological Identification Report for Caltrans signature

Task 6.10 Water Quality Assessment Report

The Water Quality Assessment Report will be prepared after completion of the following engineering technical studies; Task 5.2 Preliminary Drainage Report, Task 5.3 Floodplain Hydraulic Study, and Task 5.4 Stormwater Data Report. Data from these three engineering reports will be used to describe how the project is being designed to accommodate all changes to site drainage and comply with Caltrans requirements for hydromodification and water quality control. Jacobs will prepare the Water Quality Assessment Report based on the Caltrans content and recommended format (October 2017). Jacobs will prepare a draft report for City and Caltrans review and a final report that responds to all City and Caltrans comments.

Deliverables

- Draft Water Quality Assessment Report for City and Caltrans review
- Responses to one round of review comments
- Final Water Quality Assessment Report for Caltrans signature

TASK 7 – TRANSPORTATION STUDIES

Traffic demand for westbound I-80 between Rocklin Road and SR 65 is expected to grow with planned development in Rocklin, including the expansion of Sierra College, and throughout south Placer County. The recently completed traffic analysis for the I-80/Rocklin Road interchange project shows a bottleneck at the merge with the westbound on-ramp from Rocklin Road during design year conditions. An initial evaluation showed that an auxiliary lane between Rocklin Road and SR 65 would reduce congestion under design year conditions.

Task 7.1 – Data Collection

Fehr & Peers will use the traffic volume data collected under the I-80/Rocklin Road interchange project. The conceptual designs of the proposed project alternatives for the auxiliary lane will be obtained from the project team.

Task 7.2 – Existing Conditions Analysis

Since this project is related and adjacent to the I-80/Rocklin Road interchange, Fehr & Peers proposes to use the same approach used in the I-80/Rocklin Road interchange traffic analysis. The Vissim microsimulation software will be applied to analyze intersection and freeway operations. Traffic operations at the study locations will be analyzed consistent with the methodology published in the Highway Capacity Manual (Transportation Research Board, 2016).

To report existing traffic operations, Fehr & Peers will use the Vissim microsimulation model that was calibrated and validated to existing conditions for the I-80/Rocklin Road interchange project. At intersections, the AM and PM peak hour intersection delay, level of service, and queue lengths will be reported for each movement. For freeway segments, the AM and PM peak hour average density and level of service will be reported. The study locations are provided below.

Intersections

1. Rocklin Road/Granite Drive
2. Rocklin Road/I-80 Westbound Ramps
3. Rocklin Road/I-80 Eastbound Ramps
4. Rocklin Road/Aguilar Road
5. Rocklin Road/El Don Drive/Sierra College Campus Drive

Freeway Segments

- Westbound I-80 from Sierra College Boulevard Northbound on-ramp to SR 65 off-ramp
- Eastbound I-80 from SR 65 on-ramp to Sierra College Boulevard off-ramp

Freeway analysis segments will include the ramp junctions at the SR 65, Rocklin Road, and Sierra College Boulevard interchanges and the mainline segments between the three interchanges.

Most of this task was completed as part of the I-80/Rocklin Road interchange study. Accordingly, hours spent are primarily associated with reformatting the existing results (e.g., updated graphics) for this new project.

Task 7.3 - Travel Demand Forecasts

Since this project is related and adjacent to the I-80/Rocklin Road interchange, Fehr & Peers will utilize the traffic forecasts from the I-80/Rocklin Road interchange traffic analysis for the No Build Alternative. Fehr & Peers will use the City of Rocklin travel demand forecasting model to evaluate the potential changes in

traffic volume under the Build Alternative, the addition of the westbound auxiliary lane. If the evaluation shows no effect on peak period volumes, then the same traffic forecasts will be used for both No Build and Build Alternatives. If the auxiliary lane addition is shown to affect the forecast volumes, Fehr & Peers will prepare opening year and design year forecasts for the Build Alternative.

AM and PM peak period forecasts will be prepared for the study intersections and freeway segments in the analysis area. Daily forecasts will be prepared for westbound I-80 from Rocklin Road to SR 65.

Using guidance from the Traffic Analysis Framework and Traffic Analysis under CEQA, Fehr & Peers will prepare vehicle miles of travel (VMT) estimates for the project alternatives. VMT will also be reported by 5-mph speed bins for use in the air quality analysis. The effect of induced travel on the traffic forecasts will be discussed. To the extent the project causes a net increase in VMT, mitigation measures will be recommended to offset that increase. Measures may include bicycle, pedestrian, and/or transit system enhancements that decrease VMT. The net change in VMT with any recommended mitigation measures will be quantified using the TDM+ tool developed by Fehr & Peers and now publicly available for anyone to use.

Deliverables

- A travel demand forecast volume memorandum will be prepared to document the existing conditions, analysis methodology, the opening and design year traffic forecasts, and the project's VMT and proposed VMT mitigation.

Task 7.4 - Future Conditions Analysis

Using the traffic forecasts, Fehr & Peers will analyze intersection and freeway operations for the AM and PM peak hours under opening and design year conditions. The No Build Alternative and two Build Alternatives will be analyzed.

The No Build Alternative analysis results will come directly from previously published results in the Rocklin Road and Interstate 80 Interchange Project Transportation Analysis Report. The Build Alternative Vissim models will start from the No Build Alternative to add the proposed westbound auxiliary lane between Rocklin Road and SR 65. The second build alternative could include an alternate freeway lane configuration or an alternate design for the Rocklin Road westbound on-ramp. If changes are proposed for the Rocklin Road westbound on-ramp, Fehr & Peers will evaluate storage requirements at the ramp meter.

The AM and PM peak hour freeway segment density and level of service will be reported for the basic, ramp junction, and weaving analysis segments. The AM and PM peak hour intersection delay, level of service, and queue length by movement will be reported.

In addition to the traffic operations analysis, Fehr & Peers will conduct a safety assessment of the build alternatives and discuss the impact, if any, to pedestrian, bicycle, transit, and freight networks. We will prepare the traffic index calculations for pavement design for the westbound auxiliary lane on I-80.

Task 7.5 - Documentation and Meetings

Fehr & Peers will prepare a draft Transportation Analysis Report that documents the data collection, existing conditions analysis, travel demand forecasts, and future conditions analysis. The report will provide tables that summarize the analysis findings and figures to show traffic volumes. Fehr & Peers has budgeted 12 hours of professional staff time to respond to comments on the draft report. Fehr & Peers

will respond to one set of comments and prepare a final Transportation Analysis Report that incorporates the responses to comments.

Fehr & Peers will attend up to six in-person or online project meetings during this study.

TASK 8 - CONSTRUCTABILITY AND SAFETY REVIEW MEETING

Per Caltrans Design Directive D-18 dated March 23, 2021, all projects with right of way requirements or utility relocations, regardless of scope and complexity shall conduct a Staging/Constructability Review. The meeting can sometimes be deferred to the PS&E phase. Caltrans District 3 staff will take the lead in setting up the meeting and inviting internal staff for the review. The Consultant will prepare the necessary documents for review. Caltrans will provide a memo with comments that need to be addressed, the Consultant will provide a response to each comment for Caltrans files and incorporate any required changes into the proposed alternatives.

Deliverables

- Memo to Caltrans with responses from Constructability and Safety Review Meeting

TASK 9 – RIGHT OF WAY DATA SHEETS

Bender Rosenthal Inc. (BRI) will work closely with the project team to triage the proposed property impacts and provide recommendations as to how those impacts can be minimized. BRI will assist in developing parcel specific mitigation strategies, which may include either redesign or elimination of a property, prior to final design activities.

Upon receipt of project maps and documentation quantifying the area requirements from each assessor parcel number for both permanent and temporary easements, BRI will develop a preliminary right of way capital cost estimate that includes all relevant costs for each alternate. Including the cost of the real estate (land and improvements), real property rights, severance damages, benefits, demolition, relocation assistance, owners' appraisals, and escrow. These costs will be presented in a excel table format summarizing the total cost per parcel. A total final estimate of all costs including a contingency will be developed. The work will conform to Caltrans Right of Way Manual Section 4 Preparing the Estimate and Data Sheets.

Right of Way Data Sheets will be prepared and completed in the format required by the Caltrans Right of Way Manual Sections 4 and 17. BRI will order up to three title reports to support surveying and right of way data sheet efforts.

Deliverables

- Develop Right of Way Data Sheets and capital cost estimates for two alternatives
- Respond to any questions from Caltrans Local Assistance and Right of Way

TASK 10 – PAVEMENT DESIGN

Task 10.1 – Preliminary Materials Report

Consultant will prepare a Preliminary Materials Report (PMR) for the two (2) Build Alternatives. To prepare the PMR, consultant will:

- Review existing pertinent geotechnical information including the R-value/soil corrosion test results obtained from the PFR borings.

- Obtain subgrade soil samples at four locations to depths of 4 feet in unpaved roadway shoulder/landscape median areas using hand-excavation methods. Consultant will provide traffic control signs/cones as necessary to complete the sampling without lane closures or flaggers.
- Perform R-value and soil corrosion testing (one from each sampling location) to provide additional data to complete the PMR.

Consultant will prepare the PMR in general accordance with Topic 114 (Materials Report) of the Caltrans Highway Design Manual (November 20, 2017). The report will include preliminary soil corrosivity considerations for the Project roadway improvements and preliminary new pavement section design recommendations for the improvements based on traffic index(es) developed in Task 7.5

Deliverables

- Draft and Final Preliminary Materials Report
- Responses to up to one (1) round of Caltrans review comments
- Attendance at up to one (1) design meeting

Task 10.2 – Prepare Life Cycle Cost Analysis

Consultant will develop a pavement life cycle cost analysis (LCCA), as outlined in the Caltrans Life-Cycle Cost Analysis Procedures Manual, to evaluate the overall long-term economic efficiency between competing pavement options. The LCCA will analyze pavement alternatives for the Build alternatives, comparing initial cost, future costs, and costs associated with user delay during construction activities. Based on the guidelines in the Caltrans Life-Cycle Cost Analysis Procedures Manual, Consultant will compare three (3) pavement alternatives for the interchange ramps (20-year flexible, 40-year flexible, and 40-year rigid Jointed Plain Concrete Pavement (JPCP)). Consultant will submit a traffic data and designation request to Caltrans and coordinate with the Caltrans District Materials Engineer to complete a Structural Section Request Form

Deliverables

- Responses to up to one (1) round of Caltrans review comments
- Draft and Final LCCA Memo
- Structural Section Request Form

TASK 11 – UTILITY ENGINEERING AND COORDINATION

Utility coordination will follow the Caltrans process (per Caltrans Local Assistance Procedures Manual, Chapter 14), which will ultimately yield all needed utility agreements such that the City can certify the project ROW. Specific utility engineering activities will include:

- Utility Verification – Consultant will transmit a proposed project plan to utility owners and request facility maps for any utilities within the project footprint.
- Utility Mapping – Consultant will create a CAD base file of the existing utility based on the facility maps. This base file will be the basis for the utility plan sheets in the bid set, so they will be developed consistent with Caltrans CAD standards.
- Utility Tracking – Consultant will develop and maintain a Utility Status Matrix, consistent with District 3 standard practice, to track utility coordination status.

Additional utility coordination (such as potholing, utility conflict resolution, utility agreements, liability determination, etc.) will be performed during the PS&E phase of the project.

Deliverables

- Utility owner maps
- Utility base files
- Utility status matrix

TASK 12 - LANDSCAPE ARCHITECTURE

Consultant will conduct the preliminary design tasks outlined below. These tasks are in support of the development of the preferred alternative for inclusion in the PR. Consultant will prepare basis of design document and preliminary landscape design, including plans, elevations, and details. The design will include the aesthetics associated with hardscape features such as textured concrete pavements and walls. Consultant will prepare cost estimates for landscape elements of the plan.

Deliverables

- Basis of Design for landscape elements memo
- Preliminary Landscape Design – Colored Site Plan including Hardscape and Softscape, Elevations and Details
- Cost Estimate

TASK 13 - ENVIRONMENTAL DOCUMENT

CEQA compliance is assumed to be met with an Environmental Impact Report (EIR), with the City of Rocklin as the CEQA Lead Agency. NEPA compliance will be met by a routine Environmental Assessment (EA) and Finding of No Significant Impact (FONSI), with Caltrans as the NEPA Lead Agency. For this scope, it is assumed that a single document will be prepared.

Jacobs will prepare an EIR/EA for review by the City and Caltrans. The technical information and studies that support the EIR/EA – described under Task 7 – are a part of the environmental compliance record and are public documents. They will be summarized in the EIR/EA and incorporated by reference. Jacobs will use the joint EIR/EA template from the Caltrans SER.

Jacobs will prepare an Administrative Draft EIR/EA and based on City and Caltrans review, Jacobs will update the EIR/EA and prepare a draft EIR/EA for public and agency review. Jacobs recognizes that more than one iteration of the Administrative Draft may be necessary given Caltrans technical, Caltrans PEER review, and Caltrans District QA/QC review steps. To minimize the effort needed for each iteration of the document, Jacobs will conduct a revision workshop with City and Caltrans to facilitate modifications, as needed. A completed external QC certification, signed by the Jacobs team, and an Environmental Document review checklist will be provided to Caltrans.

At the appropriate time, Jacobs will prepare a Notice of Availability for the EIR/EA and will deliver copies of the EIR/EA along with a Notice of Completion to the State Clearinghouse. Additionally, a public notice will be prepared and published both in the newspaper of record and posted with the State Clearinghouse.

At the close of the EIR/EA public and agency review period, Jacobs will review and respond to all comments received. Within two (2) weeks of the close of the public comment period, a summary of comments will be prepared for City review and comment. Public comments submitted on the IS/MND will be organized, categorized, and numbered for distribution to the appropriate members of the project team for their response. Jacobs will assemble the responses and submit a draft document consisting of public comments and responses for review. It is assumed that a reasonable number of comments based on the

magnitude of this project will be received. If an excessive number of comments are received, this will be discussed to modify the scope/budget to address these items.

Jacobs will update the EIR/EA as needed and prepare a final EIR/EA that will identify the preferred alternative and include comments and responses. The final EIR/EA will be submitted to the City and Caltrans for approval. At this time, Jacobs also will prepare a Notice of Determination to be filed with the Placer County Clerk and State Clearinghouse.

Deliverables

- Administrative Draft EIR/EA for City and Caltrans review
- Print-Ready EIR/EA for public and agency review
- Notice of Availability
- Public comment summary and response matrix
- Final EIR/EA for City and Caltrans approval
- Notice of Determination

TASK 14 - PUBLIC OUTREACH

AIM will provide strategic advice and counsel, review project materials and reports, and monitor team communications. AIM will attend up to four meetings, including a project kick-off meeting and coordinate and participate in appropriate public engagement and project development team meetings.

AIM will continue to develop and maintain a stakeholder database using data from the Rocklin Road/I-80 Interchange Project throughout this project's duration. This database will build upon stakeholders' names, contact information, the preferred method of contact, and potential key concerns and or areas of project interest. Utilizing previous project experience, AIM will update a comprehensive database that includes adjacent property and business owners, adjacent residents, schools, community-based organizations, and local and state agencies.

AIM will coordinate and facilitate up to three Key Stakeholder Focus Group meetings. Our team of professional facilitators will work with Jacobs and City staff to develop meeting agendas and presentation content that are on point and easy to understand, then facilitate discussions in a way that engages all parties and generates a thoughtful discussion that leads to agreements and direction that moves the project forward.

AIM will develop meeting content and format, coordinate logistics, and facilitate community-wide workshops held virtually in an open-house format.

- Workshop #1: The first workshop will take place prior to the environmental document release and serve as a scoping meeting. The project team will introduce the project, its purpose and need, and the anticipated schedule. This also gives the project team an opportunity to develop an understanding of existing travel conditions and challenges and opportunities for the adjacent property owners and businesses within the project area.
- Workshop #2: At the second workshop the project team will present the draft environmental document and build alternatives for public review.

AIM will coordinate each workshop's date, time, and zoom set up in addition to determining their format and agenda. AIM will develop workshop materials such as a run-of-show and informational materials such as a flyer and social media image. Following each community workshop, AIM will provide a summary of

findings including photos of the events and community input from the interactive boards/questions. AIM will coordinate with the City of Rocklin and the project team to ensure that each workshop is well advertised. The notification plan may include but is not limited to email blasts to interested community members, personal calls, and emails to key stakeholders and community-based organizations. AIM has held three community workshops for the previous phase of this project and the notification plan will build upon already identified relationships to help keep the community well informed of the progress of the project.

AIM, in coordination with the City and the project team, will develop collateral materials for the project which will include items such as a project fact sheet with infographics and figures about the project milestones. All printed materials will also have an electronic version that can be distributed through social media and placed on the project webpage if needed.

Deliverables

- Outreach Management
- Stakeholder Database
- Coordinate and Facilitate up to three (3) Stakeholder Meetings
- Coordinate and Facilitate up to two (2) Community Workshops
- Communication Collateral including Project Fact Sheet Updates

TASK 15 - PROJECT REPORT

Task 15.1 – Administrative Draft Project Report

Consultant will prepare the administrative draft PR in accordance with Caltrans guidelines and applicable laws and submit to the City and Caltrans District 3 Special Funded Branch for their review. Consultant will submit to City and address comments prior to submitting to Caltrans. City will provide approval prior to consultant submitting the Administrative Draft PR to Caltrans. The City and Caltrans District 3 will circulate the PR to appropriate staff for review and comment and return written comments to the consultant. Each agency will provide one (1) consolidated set of comments to consultant. Consultant will address up to one (1) round of review comments from Caltrans. The Right-of-way data sheets will be included as an attachment to Administrative Draft PR and will be prepared by the City's right-of-way consultant.

Deliverables

- Administrative Draft PR (pdf)
- Responses to City Comments
- Responses to up to one (1) round of Caltrans comments

Task 15.2 – Draft Project Report

Consultant will prepare the Draft PR in accordance with Caltrans guidelines and applicable laws and submit to the City and Caltrans District 3 Special Funded Branch for their review. Consultant will submit to City and address comments prior to submitting to Caltrans. City will provide approval prior to consultant submitting the Draft PR to Caltrans. The City and Caltrans District 3 will circulate the PR to appropriate staff for review and comment and return written comments to the consultant. Each agency will provide one (1) consolidated set of comments to consultant. Consultant will address up to one (1) round of review comments from Caltrans. Caltrans will obtain approval from the District 3 Director and other required signatures and return the original signature page to the Consultant. Consultant will reproduce the Draft PR for public circulation

Deliverables

- Draft PR (pdf)
- Responses to City Comments
- Responses to up to one (1) round of Caltrans comments
- Reproduction of Draft PR for public circulation

Task 15.3 – Final Project Report

Consultant will provide written responses to comments received during public circulation and revise the draft PR as necessary. Consultant will submit PR to the City and Caltrans District 3 Special Funded Branch for their review. Consultant will submit to City and address comments prior to submitting to Caltrans. City will provide approval prior to consultant submitting the Draft PR to Caltrans. The City and Caltrans District 3 will circulate the PR to appropriate staff for review and comment and return written comments to the consultant. Each agency will provide one (1) consolidated set of comments to consultant. Consultant will address up to one (1) round of review comments from Caltrans. Caltrans will obtain approval from the District 3 Director and other required signatures and return the original signature page to the Consultant. Consultant will reproduce the final PR

Deliverables

- Final PR (pdf)
- Responses to City Comments
- Responses to up to one (1) round of Caltrans comments
- Reproduction of final PR

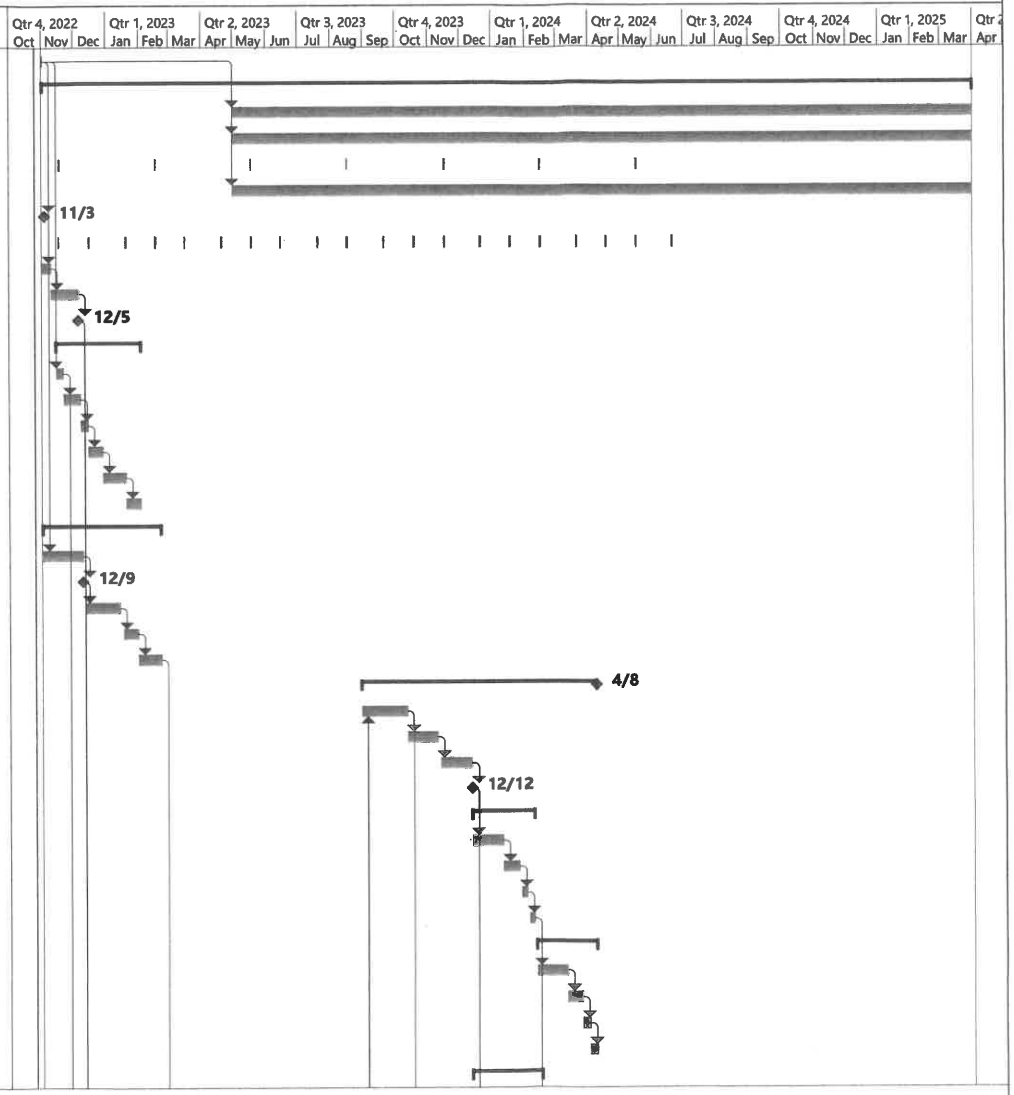
EXHIBIT B

SCHEDULE OF PERFORMANCE

The Scope of Work identified in Exhibit A will be completed on January 28, 2025, as noted in the project schedule below.

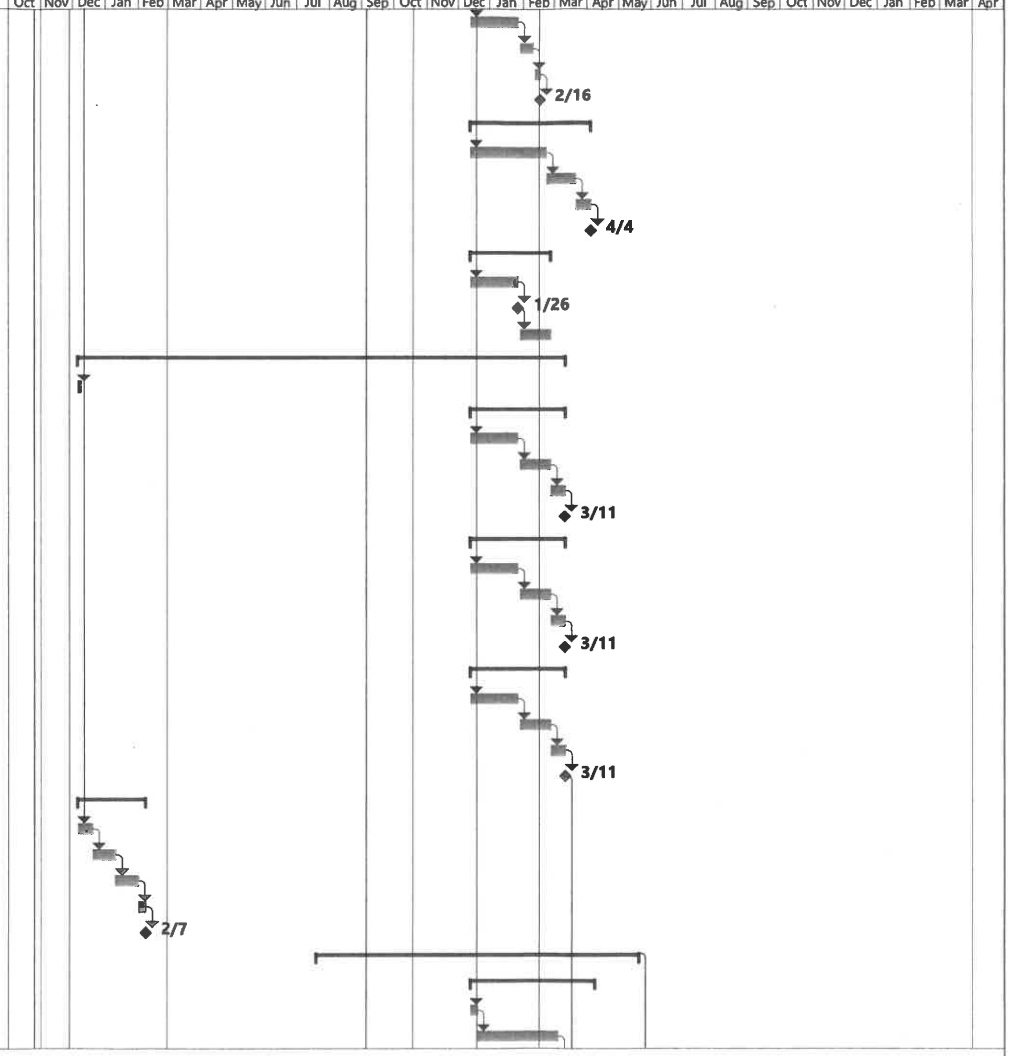
Schedule
I-80 Westbound Auxiliary Lane PA&ED

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed from City of Rocklin	1 day	Tue 11/1/22	Tue 11/1/22
2	**Task 1 - Project Management**	**606 days**	**Wed 11/2/22**	**Mon 3/31/25**
3	Project Management, Coordination and Communication	483 days	Mon 5/1/23	Mon 3/31/25
4	Progress Reports and Invoicing	483 days	Mon 5/1/23	Mon 3/31/25
5	**Schedule (7 Updates)**	**378 days**	**Thu 11/17/22**	**Thu 5/16/24**
13	Quality Control	483 days	Mon 5/1/23	Mon 3/31/25
14	City Kickoff Meeting	0 days	Thu 11/3/22	Thu 11/3/22
15	**PDT/Focused Meetings (20 Total)**	402 days	**Thu 11/17/22**	**Thu 6/20/24**
36	Prepare Encroachment Permit	6 days	Wed 11/2/22	Wed 11/9/22
37	Caltrans Review	15 days	Thu 11/10/22	Mon 12/5/22
38	Approved Encroachment Permit	0 days	Mon 12/5/22	Mon 12/5/22
39	**Task 2 - Field Survey and ROW Mapping**	**55 days**	**Tue 11/15/22**	**Thu 2/2/23**
40	Existing Records	5 days	Tue 11/15/22	Mon 11/21/22
41	Control Survey	10 days	Tue 11/22/22	Wed 12/7/22
42	Land Net Survey	5 days	Thu 12/8/22	Wed 12/14/22
43	Land Net Map	10 days	Thu 12/15/22	Wed 12/28/22
44	Color ortho-photo	15 days	Thu 12/29/22	Thu 1/19/23
45	Topographic Mapping	10 days	Fri 1/20/23	Thu 2/2/23
46	**Task 3 - Auxiliary Lane Concept Refinement**	**75 days**	**Wed 11/2/22**	**Tue 2/21/23**
47	Develop 3 Conceptual Designs	25 days	Wed 11/2/22	Fri 12/9/22
48	Submit Conceptual Designs for PDT Approval	0 days	Fri 12/9/22	Fri 12/9/22
49	City and Caltrans Review	25 days	Mon 12/12/22	Fri 1/13/23
50	Respond to Review Comments	10 days	Tue 1/17/23	Mon 1/30/23
51	Finalize Two Conceptual Designs with PDT	15 days	Tue 1/31/23	Tue 2/21/23
52	**Task 4 - Auxiliary Lane Alternatives Design Submittal**	**150 days**	**Thu 8/31/23**	**Mon 4/8/24**
53	Prepare Draft GAD for Two Build Alternatives	30 days	Thu 8/31/23	Thu 10/12/23
54	City and Caltrans Review	20 days	Fri 10/13/23	Thu 11/9/23
55	Address Review Comments	20 days	Mon 11/13/23	Tue 12/12/23
56	Submit Revised GAD (Geometric Approval Drawings)	0 days	Tue 12/12/23	Tue 12/12/23
57	**Design Standard Decision Document (DSDD)**	**40 days**	**Wed 12/13/23**	**Fri 2/9/24**
58	Prepare Draft DSDD	20 days	Wed 12/13/23	Thu 1/11/24
59	City and Caltrans Review	10 days	Fri 1/12/24	Fri 1/26/24
60	Address Review Comments	5 days	Mon 1/29/24	Fri 2/2/24
61	Submit Final DSDD	5 days	Mon 2/5/24	Fri 2/9/24
62	**Policy Exception Fact Sheet**	**40 days**	**Mon 2/12/24**	**Mon 4/8/24**
63	Prepare Draft Fact Sheet	20 days	Mon 2/12/24	Mon 3/11/24
64	City and Caltrans Review	10 days	Tue 3/12/24	Mon 3/25/24
65	Address Review Comments	5 days	Tue 3/26/24	Mon 4/1/24
66	Submit Final Fact Sheet	5 days	Tue 4/2/24	Mon 4/8/24
67	**Transportation Management Plan (TMP) Data Sheet**	**45 days**	**Wed 12/13/23**	**Fri 2/16/24**



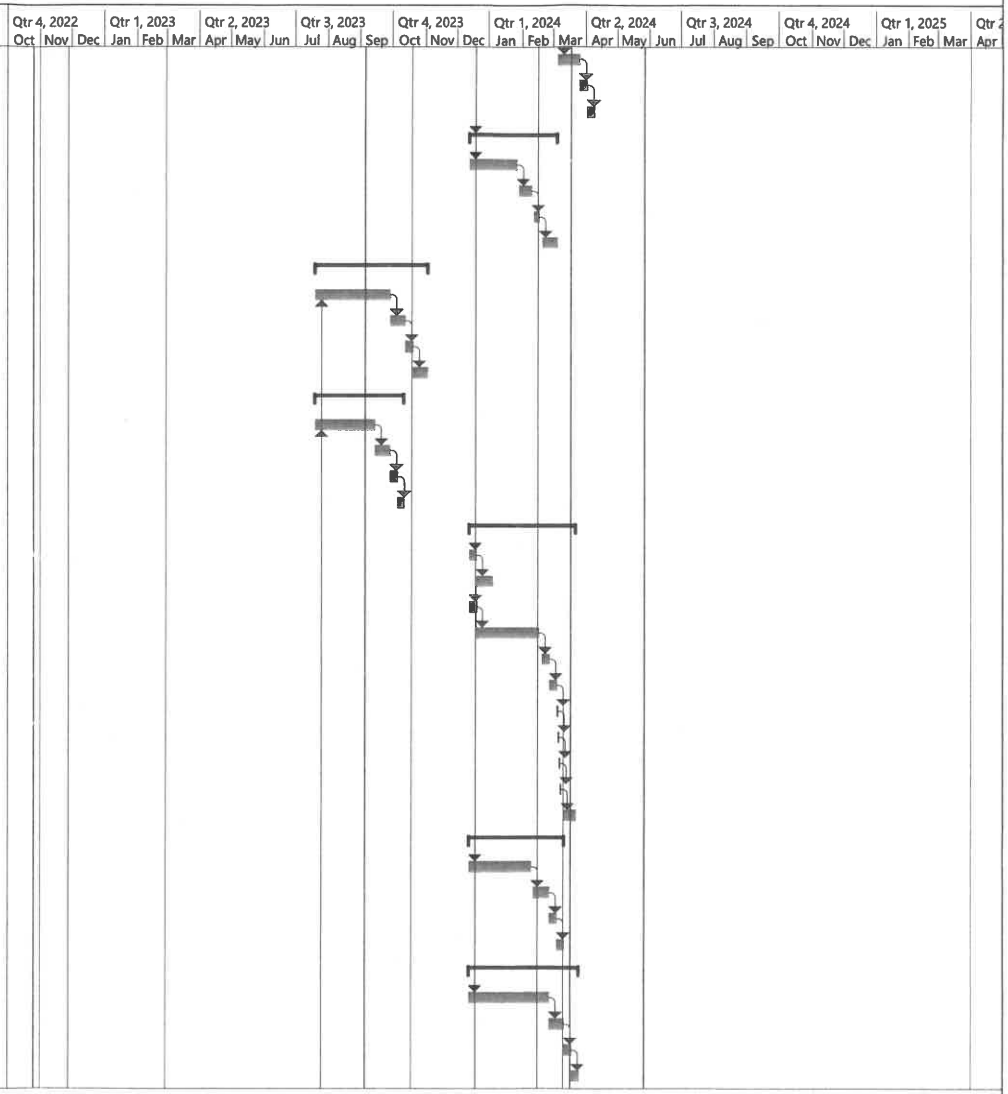
Schedule
I-80 Westbound Auxiliary Lane PA&ED

ID	Task Name	Duration	Start	Finish
68	Prepare TMP Data Sheet	30 days	Wed 12/13/23	Fri 1/26/24
69	City and Caltrans Review	10 days	Mon 1/29/24	Fri 2/9/24
70	Address Review Comments	5 days	Mon 2/12/24	Fri 2/16/24
71	Submit Final TMP Data Sheet	0 days	Fri 2/16/24	Fri 2/16/24
72	**Prepare Preliminary Project Cost Estimates**	**78 days**	**Wed 12/13/23**	**Thu 4/4/24**
73	Prepare Preliminary Cost Estimates for Build Alternatives	48 days	Wed 12/13/23	Thu 2/22/24
74	City and Caltrans Review	20 days	Fri 2/23/24	Thu 3/21/24
75	Address Review Comments	10 days	Fri 3/22/24	Thu 4/4/24
76	Submit Final Preliminary Cost Estimates	0 days	Thu 4/4/24	Thu 4/4/24
77	**Risk Register**	**50 days**	**Wed 12/13/23**	**Mon 2/26/24**
78	Prepare Draft Risk Register	30 days	Wed 12/13/23	Fri 1/26/24
79	Submit Draft Risk Register	0 days	Fri 1/26/24	Fri 1/26/24
80	City and Caltrans Review	20 days	Mon 1/29/24	Mon 2/26/24
81	**Task 5 - Engineering Technical Studies**	**319 days**	**Tue 12/6/22**	**Mon 3/11/24**
82	Field Reconnaissance	3 days	Tue 12/6/22	Thu 12/8/22
83	**Preliminary Drainage Report (PDR)**	**60 days**	**Wed 12/13/23**	**Mon 3/11/24**
84	Prepare Draft PDR	30 days	Wed 12/13/23	Fri 1/26/24
85	City and Caltrans Review	20 days	Mon 1/29/24	Mon 2/26/24
86	Address Review Comments	10 days	Tue 2/27/24	Mon 3/11/24
87	Submit Final PDR	0 days	Mon 3/11/24	Mon 3/11/24
88	**Floodplain Hydraulic Study (FHS)**	**60 days**	**Wed 12/13/23**	**Mon 3/11/24**
89	Prepare Draft FHS	30 days	Wed 12/13/23	Fri 1/26/24
90	City and Caltrans Review	20 days	Mon 1/29/24	Mon 2/26/24
91	Address Review Comments	10 days	Tue 2/27/24	Mon 3/11/24
92	Submit Final FHS	0 days	Mon 3/11/24	Mon 3/11/24
93	**Stormwater Data Report (SWDR)**	**60 days**	**Wed 12/13/23**	**Mon 3/11/24**
94	Prepare Draft SWDR	30 days	Wed 12/13/23	Fri 1/26/24
95	City and Caltrans Review	20 days	Mon 1/29/24	Mon 2/26/24
96	Address Review Comments	10 days	Tue 2/27/24	Mon 3/11/24
97	Submit Final SWDR	0 days	Mon 3/11/24	Mon 3/11/24
98	**Aerially Deposited Lead (ADL) Assessment**	**45 days**	**Tue 12/6/22**	**Tue 2/7/23**
99	Site Review and Field Investigation	10 days	Tue 12/6/22	Mon 12/19/22
100	Draft ADL Assessment Report	15 days	Tue 12/20/22	Mon 1/9/23
101	City and Caltrans Review	15 days	Tue 1/10/23	Tue 1/31/23
102	Address Review Comments	5 days	Wed 2/1/23	Tue 2/7/23
103	Submit Final ADL Assessment Report	0 days	Tue 2/7/23	Tue 2/7/23
104	**Task 6 - Environmental Technical Studies**	**210 days**	**Thu 7/20/23**	**Mon 5/20/24**
105	**Natural Environment Study**	**80 days**	**Wed 12/13/23**	**Mon 4/8/24**
106	Perform Field Studies	1 wk	Wed 12/13/23	Tue 12/19/23
107	Prepare Technical Study	10 wks	Wed 12/20/23	Mon 3/4/24



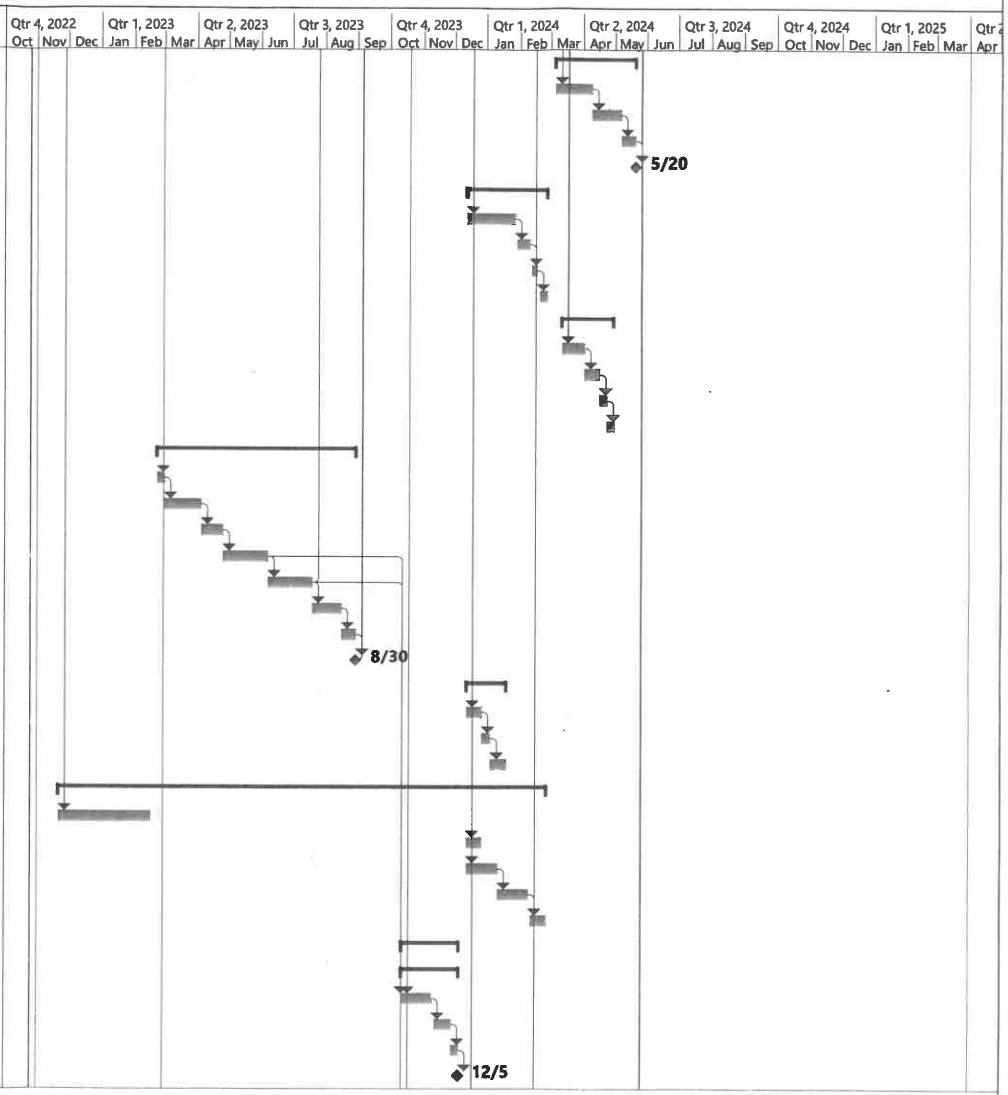
Schedule
I-80 Westbound Auxiliary Lane PA&ED

ID	Task Name	Duration	Start	Finish
108	City and Caltrans Review	15 days	Tue 3/5/24	Mon 3/25/24
109	Revise Technical Study	1 wk	Tue 3/26/24	Mon 4/1/24
110	Finalize/Caltrans Approval	5 days	Tue 4/2/24	Mon 4/8/24
111	**Aquatic Resources Delineation Report**	**55 days**	**Wed 12/13/23**	**Mon 3/4/24**
112	Prepare Technical Study	6 wks	Wed 12/13/23	Fri 1/26/24
113	City and Caltrans Review	10 days	Mon 1/29/24	Fri 2/9/24
114	Revise Technical Study	1 wk	Mon 2/12/24	Fri 2/16/24
115	Finalize/Caltrans Approval	10 days	Tue 2/20/24	Mon 3/4/24
116	**Air Quality Assessment**	**75 days**	**Thu 7/20/23**	**Thu 11/2/23**
117	Prepare Technical Study	10 wks	Thu 7/20/23	Thu 9/28/23
118	City and Caltrans Review	10 days	Fri 9/29/23	Thu 10/12/23
119	Revise Technical Study	1 wk	Fri 10/13/23	Thu 10/19/23
120	Finalize/Caltrans Approval	10 days	Fri 10/20/23	Thu 11/2/23
121	**Noise Analysis**	**59 days**	**Thu 7/20/23**	**Wed 10/11/23**
122	Prepare Technical Study	8 wks	Thu 7/20/23	Thu 9/14/23
123	City and Caltrans Review	10 days	Fri 9/15/23	Thu 9/28/23
124	Revise Technical Study	1 wk	Fri 9/29/23	Thu 10/5/23
125	Finalize/Caltrans Approval	4 days	Fri 10/6/23	Wed 10/11/23
126	**Cultural Resource Studies**	**69 days**	**Wed 12/13/23**	**Fri 3/22/24**
127	Review Existing Reports	1 wk	Wed 12/13/23	Tue 12/19/23
128	Prepare APE Map	2 wks	Wed 12/20/23	Thu 1/4/24
129	Perform Field Studies	1 wk	Wed 12/13/23	Tue 12/19/23
130	Archaeological Survey Report	8 wks	Wed 12/20/23	Fri 2/16/24
131	City and Caltrans Review	1 wk	Tue 2/20/24	Mon 2/26/24
132	Approve APE Map	1 wk	Tue 2/27/24	Mon 3/4/24
133	Finalize/Caltrans Approval	1 day	Tue 3/5/24	Tue 3/5/24
134	Historic Property Survey Report	1 day	Wed 3/6/24	Wed 3/6/24
135	City and Caltrans Review	1 day	Thu 3/7/24	Thu 3/7/24
136	Revise Technical Study	1 day	Fri 3/8/24	Fri 3/8/24
137	Finalize/Caltrans Approval	10 days	Mon 3/11/24	Fri 3/22/24
138	**Visual Impact Screening Assessment**	**60 days**	**Wed 12/13/23**	**Mon 3/11/24**
139	Prepare Technical Study	8 wks	Wed 12/13/23	Fri 2/9/24
140	City and Caltrans Review	2 wks	Mon 2/12/24	Mon 2/26/24
141	Revise Technical Study	1 wk	Tue 2/27/24	Mon 3/4/24
142	Finalize/Caltrans Approval	5 days	Tue 3/5/24	Mon 3/11/24
143	**Community Impact Assessment**	**70 days**	**Wed 12/13/23**	**Mon 3/25/24**
144	Prepare Technical Study	10 wks	Wed 12/13/23	Mon 2/26/24
145	City and Caltrans Review	10 days	Tue 2/27/24	Mon 3/11/24
146	Revise Technical Study	1 wk	Tue 3/12/24	Mon 3/18/24
147	Finalize/Caltrans Approval	5 days	Tue 3/19/24	Mon 3/25/24



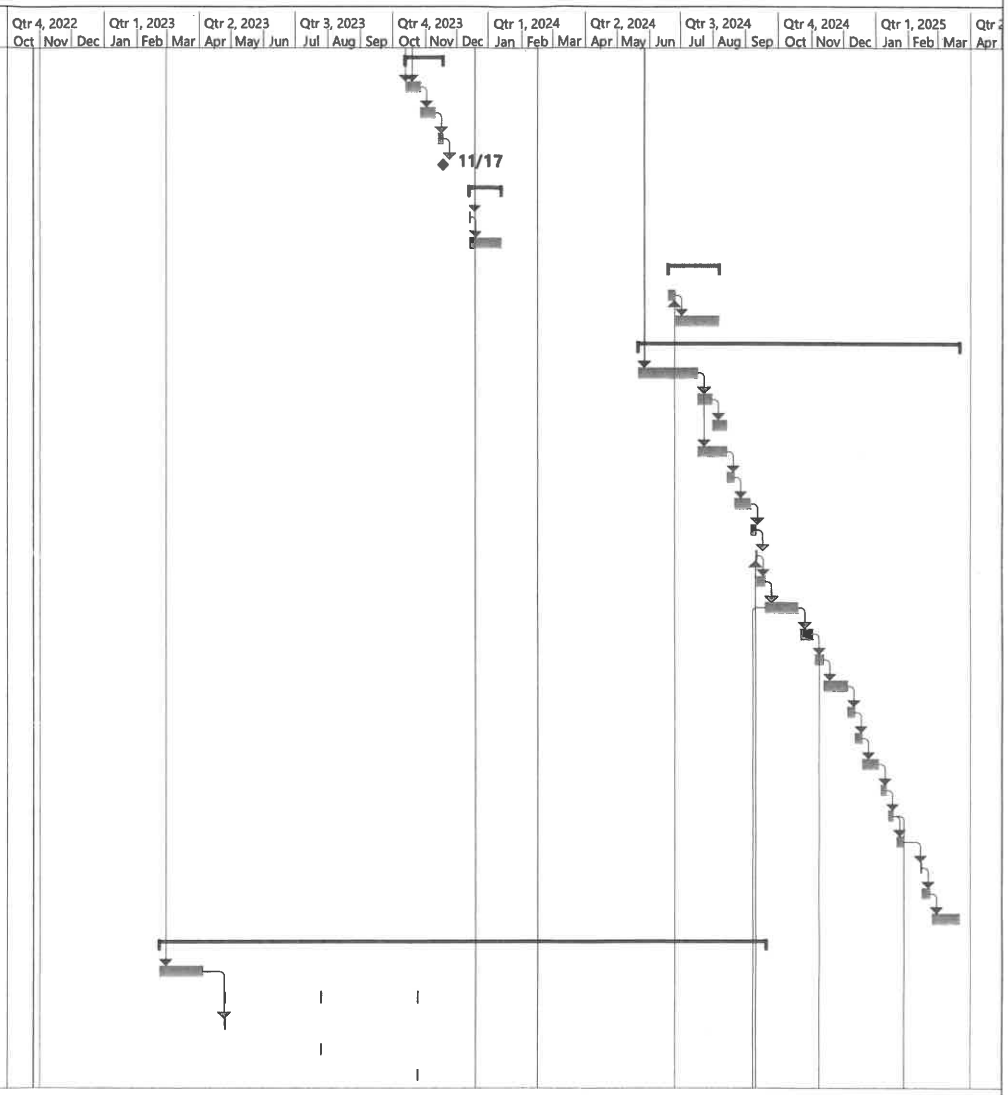
Schedule
I-80 Westbound Auxiliary Lane PA&ED

ID	Task Name	Duration	Start	Finish
148	**Phase I Initial Site Assessment**	**55 days**	**Tue 3/5/24**	**Mon 5/20/24**
149	Submit Draft Phase 1 ISA	5 wks	Tue 3/5/24	Mon 4/8/24
150	City and Caltrans Review	20 days	Tue 4/9/24	Mon 5/6/24
151	Address Review Comments	2 wks	Tue 5/7/24	Mon 5/20/24
152	Submit Final Phase 1 ISA	0 days	Mon 5/20/24	Mon 5/20/24
153	**Paleontological Identification Report**	**50 days**	**Wed 12/13/23**	**Mon 2/26/24**
154	Prepare Technical Study	6 wks	Wed 12/13/23	Fri 1/26/24
155	City and Caltrans Review	10 days	Mon 1/29/24	Fri 2/9/24
156	Revise Technical Study	1 wk	Mon 2/12/24	Fri 2/16/24
157	Finalize/Caltrans Approval	5 days	Tue 2/20/24	Mon 2/26/24
158	**Water Quality Assessment Report**	**35 days**	**Tue 3/12/24**	**Mon 4/29/24**
159	Prepare Technical Study	3 wks	Tue 3/12/24	Mon 4/1/24
160	City and Caltrans Review	10 days	Tue 4/2/24	Mon 4/15/24
161	Revise Technical Study	1 wk	Tue 4/16/24	Mon 4/22/24
162	Finalize/Caltrans Approval	5 days	Tue 4/23/24	Mon 4/29/24
163	**Task 7 - Transportation Studies**	**135 days**	**Wed 2/22/23**	**Wed 8/30/23**
164	Existing Conditions Analysis	5 days	Wed 2/22/23	Tue 2/28/23
165	Travel Demand Forecasts	25 days	Wed 3/1/23	Tue 4/4/23
166	City and Caltrans Review	15 days	Wed 4/5/23	Tue 4/25/23
167	Future Conditions Analysis	30 days	Wed 4/26/23	Wed 6/7/23
168	Draft Transportation Analysis Report	30 days	Thu 6/8/23	Wed 7/19/23
169	City and Caltrans Review	20 days	Thu 7/20/23	Wed 8/16/23
170	Address Review Comments	10 days	Thu 8/17/23	Wed 8/30/23
171	Submit Final Transportation Analysis Report	0 days	Wed 8/30/23	Wed 8/30/23
172	**Task 8 - Constructability and Safety Review Meeting**	**25 days**	**Wed 12/13/23**	**Fri 1/19/24**
173	Caltrans Develops Memo	10 days	Wed 12/13/23	Wed 12/27/23
174	Schedule Meeting	5 days	Thu 12/28/23	Thu 1/4/24
175	Address Caltrans Comments	10 days	Fri 1/5/24	Fri 1/19/24
176	**Task 9 - Right of Way Data Report**	**317 days**	**Tue 11/22/22**	**Mon 2/26/24**
177	Obtain Title Reports for Potential Property Impacts	60 days	Tue 11/22/22	Thu 2/16/23
178	Develop Right of Way Impacts Map	10 days	Wed 12/13/23	Wed 12/27/23
179	Draft Right of Way Data Report	20 days	Wed 12/13/23	Thu 1/11/24
180	City and Caltrans Review	20 days	Fri 1/12/24	Fri 2/9/24
181	Address Caltrans Comments	10 days	Mon 2/12/24	Mon 2/26/24
182	**Task 10 - Pavement Assessment and Design**	**35 days**	**Fri 10/13/23**	**Tue 12/5/23**
183	**Preliminary Materials Report**	**35 days**	**Fri 10/13/23**	**Tue 12/5/23**
184	Prepare Draft Preliminary Materials Report	20 days	Fri 10/13/23	Thu 11/9/23
185	City and Caltrans Review	10 days	Mon 11/13/23	Tue 11/28/23
186	Address Review Comments	5 days	Wed 11/29/23	Tue 12/5/23
187	Submit Final Materials Report	0 days	Tue 12/5/23	Tue 12/5/23



Schedule
I-80 Westbound Auxiliary Lane PA&ED

ID	Task Name	Duration	Start	Finish
188	**Prepare Life Cycle Cost Analysis (LCCA)**	**25 days**	**Fri 10/13/23**	**Fri 11/17/23**
189	Prepare Draft LCCA	10 days	Fri 10/13/23	Thu 10/26/23
190	City and Caltrans Review	10 days	Fri 10/27/23	Thu 11/9/23
191	Address Review Comments	5 days	Mon 11/13/23	Fri 11/17/23
192	Submit Final LCCA	0 days	Fri 11/17/23	Fri 11/17/23
193	**Task 11 - Utility Coordination**	**21 days**	**Wed 12/13/23**	**Fri 1/12/24**
194	Utility Coordination Meeting	1 day	Wed 12/13/23	Wed 12/13/23
195	Prepare Utility Mapping	4 wks	Thu 12/14/23	Fri 1/12/24
196	**Task 12 - Landscape Architecture**	**35 days**	**Wed 6/19/24**	**Tue 8/6/24**
197	Basis of Design Memo	5 days	Wed 6/19/24	Tue 6/25/24
198	Prelimenary Landscape Design and Cost Estimate	30 days	Wed 6/26/24	Tue 8/6/24
199	**Task 13 - Environmental EIR/EA**	**210 days**	**Tue 5/21/24**	**Fri 3/21/25**
200	Prepare Administrative Draft EIR/EA	8 wks	Tue 5/21/24	Tue 7/16/24
201	City Admin Draft Review	10 days	Wed 7/17/24	Tue 7/30/24
202	Address Comments	10 days	Wed 7/31/24	Tue 8/13/24
203	Caltrans Admin Draft Review	20 days	Wed 7/17/24	Tue 8/13/24
204	Address Comments	5 days	Wed 8/14/24	Tue 8/20/24
205	City and Caltrans Revised Draft Review	10 days	Wed 8/21/24	Wed 9/4/24
206	Address Comments	3 days	Thu 9/5/24	Mon 9/9/24
207	City and Caltrans Approve for Public Review	1 day	Tue 9/10/24	Tue 9/10/24
208	Prepare Public EIR/EA	6 days	Wed 9/11/24	Wed 9/18/24
209	Public Review	30 edays	Wed 9/18/24	Fri 10/18/24
210	Prepare Responses to Comments Matrix	10 days	Mon 10/21/24	Fri 11/1/24
211	City and Caltrans Review	1 wk	Mon 11/4/24	Mon 11/11/24
212	Prepare Administrative Draft Final EIR/EA	15 days	Tue 11/12/24	Wed 12/4/24
213	City and Caltrans Review	1 wk	Thu 12/5/24	Wed 12/11/24
214	Revise Administrative Draft Final EIR/EA	1 wk	Thu 12/12/24	Wed 12/18/24
215	City and Caltrans Review	2 wks	Thu 12/19/24	Fri 1/3/25
216	Prepare Screencheck Final EIR/EA	1 wk	Mon 1/6/25	Fri 1/10/25
217	Caltrans Branch Chief Review and Signature	1 wk	Mon 1/13/25	Fri 1/17/25
218	Print and Distribute Final EIR/EA Copies	5 days	Tue 1/21/25	Mon 1/27/25
219	City Adopts EIR and Mitigation Measures	1 day	Thu 2/13/25	Thu 2/13/25
220	City Files CEQA Notice of Determination	5 days	Fri 2/14/25	Fri 2/21/25
221	Caltrans Signs NEPA Document	20 days	Mon 2/24/25	Fri 3/21/25
222	**Task 14 - Public Outreach**	**401 days**	**Wed 2/22/23**	**Thu 9/19/24**
223	Update Stakeholder Database	30 days	Wed 2/22/23	Tue 4/4/23
224	**Stakeholder Meeting**	**129 days**	**Tue 4/25/23**	**Tue 10/24/23**
225	Stakeholder Meeting 1	1 day	Tue 4/25/23	Tue 4/25/23
226	Stakeholder Meeting 2	1 day	Tue 7/25/23	Tue 7/25/23
227	Stakeholder Meeting 3	1 day	Tue 10/24/23	Tue 10/24/23



Schedule
I-80 Westbound Auxiliary Lane PA&ED

ID	Task Name	Duration	Start	Finish
228	**Public Meeting**	**196 days**	**Wed 12/13/23**	**Thu 9/19/24**
229	Public Meeting 1	1 day	Wed 12/13/23	Wed 12/13/23
230	Public Meeting 2	1 day	Thu 9/19/24	Thu 9/19/24
231	**Task 15 - Project Report**	**267 days**	**Mon 2/12/24**	**Tue 3/4/25**
232	Prepare Administrative Draft PR	8 wks	Mon 2/12/24	Mon 4/8/24
233	City Review	20 days	Tue 4/9/24	Mon 5/6/24
234	Prepare Draft PR	30 days	Tue 5/7/24	Tue 6/18/24
235	City and Caltrans Review	20 days	Wed 6/19/24	Tue 7/16/24
236	Prepare Draft PR for Public Review	10 days	Wed 7/17/24	Tue 7/30/24
237	Prepare Draft Final PR	20 days	Mon 11/4/24	Wed 12/4/24
238	Caltrans Executive Review	20 days	Thu 12/5/24	Fri 1/3/25
239	Prepare Final PR for Approval	25 days	Tue 1/28/25	Tue 3/4/25

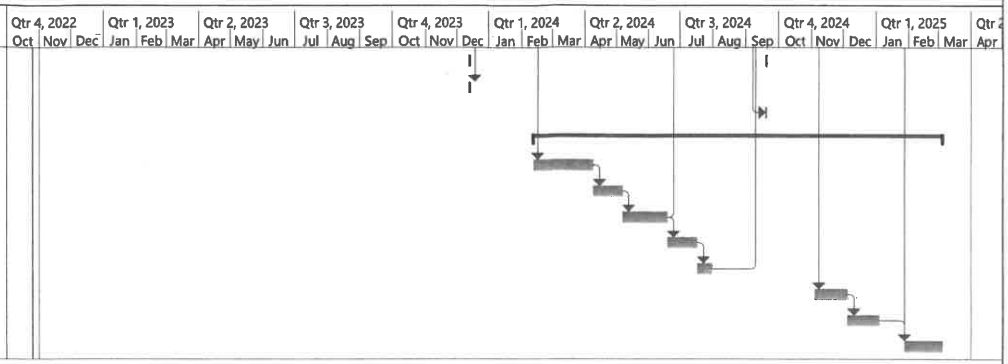


EXHIBIT C

SCHEDULE OF FEES

Fees for the services described in Exhibit A will be for an amount not to exceed Eight Hundred and Seventy-Five Thousand Dollars ($875,000), bringing the total project amount to Two Million, Six Hundred and Seventy-Five Thousand Dollars ($2,675,000).

Jacobs

		JACOBS LABOR																								SUBCONSULTANTS					
	Tasks	Principal-In-Charge	Project Manager	Deputy Project Manager	Engineering Manager	Environmental Manager	California Advisor	Quality Control Manager	Maintenance of Traffic Lead	Cost Estimating	Senior Roadway Engineer	Junior Roadway Engineer	Lead H&H Engineer	H&H QC	Air Quality	Visual	Noise	Biology	Cultural	Permitting	Community Impact Assessment	Landscape Architect	GIS Support	Graphics/Word Processor	Jacobs Labor Hours	Jacobs Total Labor	3% Escalation per year based on midpoint of task	Expenses	Wood Rodgers	Blackburn	Sandis/ Resonfeal	AIM	Fehr & Peers	TOTAL LABOR & EXPENSES
Billing Rate	2022	$273.86	$223.73	$166.35	$239.41	$234.95	205.17	$185.32	$155.62	$193.22	$151.18	$83.63	157.18	$251.89	$163.20	$117.97	$202.45	$124.55	$179.91	$188.27	$82.81	$135.88	$151.43	$111.17									
Task 1	Project Management	4	208	100	44	36	8	24																	424	$81,345	$4,021	$1,096					$84,463
Task 2	Field Surveying and Right-of-Way Mapping		4		8						8														18	$3,541	$106		$54,860				$58,507
Task 3	Auxiliary Lane Concept Refinement		12	6	18	6				18	36	72												12	178	$25,199	$756						$25,955
Task 4	Auxiliary Lane Alternatives Design		52	8	60	10			36	40	80	168												24	514	$79,575	$3,581	$500					$83,656
Task 5	Engineering Technical Studies		8	16	8								196	18											246	$41,708	$1,877			$18,107			$61,692
Task 6	Environmental Technical Studies		40	20	2	60									60	32	60	164	60	64	40		92	54	748	$115,083	$5,359	$2,500		$12,474			$135,416
Task 7	Transportation Studies		18	4	4	4																			30	$6,590	$198					$62,982	$69,770
Task 8	Constructability and Safety Review Meeting		8	8	8						18	24													66	$9,764	$439						$10,204
Task 9	Right Of Way Data Sheets		8	8	4						12	18													48	$8,950	$313				$16,050		$23,313
Task 10	Pavement Assessment and Design		4		24							90													118	$14,167	$425						$14,592
Task 11	Utility Coordination		4		4						12														20	$3,667	$110		$29,400				$33,177
Task 12	Landscape Architecture		4		4																	80			88	$12,721	$572						$13,294
Task 13	Environmental Document	4	24	8	8	80					24				24		24	160	32	16	160		40	80	660	$94,180	$4,238	$500					$98,918
Task 14	Public Outreach		36	8	28	10																		36	118	$21,961	$989				$48,168		$71,117
Task 15	Project Report	4	40	140	48	24		12		16	24	60												60	428	$71,065	$1,332	$500					$72,927
	TOTAL	12	468	326	286	230	8	52	36	74	190	432	196	18	84	32	84	324	92	80	200	80	132	266	3702	$599,548	$28,315	$5,096	$84,260	$30,581	$16,050	$48,168	$62,982	$875,000

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Contract for Open Space Monitoring Services

Date: February 14, 2023

Submitted By: Justin Nartker, Director of Public Services
Rick Lawrence, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Services Agreement for Open Space Monitoring Services with Vollmar Natural Lands Consulting, Inc.

Background:
On June 9, 2015, the City of Rocklin General Open Space Management Plan (GOSMP) was approved and adopted by City Council by Resolution No. 2015-128. The GOSMP has increased both the scope and frequency of required monitoring activities, which necessitated a contract for monitoring services. The contract expired on December 31, 2022.

Staff issued a Request for Proposal to furnish all labor, materials, equipment, transportation and services for Open Space Monitoring Services with a submittal date of November 3, 2022.

Five (5) proposals were received from qualified firms that followed the GOSMP in their approach to monitoring and interviews were held with the top 3 ranked firms (Vollmar Natural Lands Consulting, Inc., Helix Environmental Planning, and ECORP Consulting). Staff rated the projects with a maximum of 100 points using the following criteria:

- Project Understanding - 25 points
- Price - 25 points
- Relevant Experience and Quality of Staff - 20 points
- Proposed Methodology and Schedule - 20 points
- Familiarity with Regulatory Agency Procedures - 10 points

Based on the rankings, Vollmar Natural Lands Consulting, Inc. received the highest marks. Staff checked references, found that they are in good standing, and recommends that the contract be awarded to Vollmar Natural Lands Consulting, Inc. The initial contract term is for ten months, in the amount of $95,858. After the initial term the contract provides for up to two additional one year extensions.

Fiscal Impact:
The cost for this contract is funded through Community Facilities District (CFD) No. 5 (Fund 232) and CFD No. 6 (Fund 233). Sufficient funds are available in the Fiscal Year 2022/23 Operating Budget in Funds 232 and 233 to execute the Contract.

ATTACHMENTS:
1. Resolution - GOSMP Monitoring Services

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT SERVICES AGREEMENT FOR OPEN SPACE MONITORING SERVICES TO VOLLMAR NATURAL LANDS CONSULTING, INC.

WHEREAS, On June 9, 2015, the City of Rocklin General Open Space Management Plan (GOSMP) was approved and adopted by the City Council (Resolution 2015-128) resulting in an increase of both the scope and frequency of required monitoring activities; and

WHEREAS, with the existing contract for monitoring services ending on December 31, 2022, staff issued a Request for Proposal to furnish all labor, materials, equipoment, transportation and services for Open Space Monitoring; and

WHEREAS the City issued a Request for Proposal for Open Space Monitoring Services that was advertised on October 7, 2022, and October 14, 2022, with a submittal date of November 3, 2022; and

WHEREAS, Five (5) proposals which were evaluated, and Vollmar Natural Lands Consulting, Inc. was determined to present the proposal most advantageous for the City with a not to exceed amount of $95,858;and

WHEREAS, the proposed contract for open space monitoring services with Vollmar Natural Lands Consulting Inc. is for an initial ten (10) month period with the City's option to renew this contract for two (2) additonial one (1) year periods and is funded through CFD 5 (232) and CFD 6 (233).

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

Section 1. The contract for open space monitoring services with Vollmar Natural Lands Consulting, Inc. in an amount not to exceed $95,858, is approved. The City Manager is authorized to execute the Agreement with Vollmar Natural Lands Consulting, Inc. in substantially the form attached hereto as Exhibit "A."

Section 2. The City Manager is authorized to renew the Agreement with Vollmar Natural Lands Consulting, Inc. for open space monitoring services on the same terms, for two additional one-year terms, provided sufficient funding for the services has been budgeted and appropriated.

PASSED AND ADOPTED this 14th day of Febuary 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Vollmar Natural Lands Consulting, Inc. who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of $95,858** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

(1) Job/project name or description;

(2) City's current purchase order and/or work order number (if applicable);

(3) Contractor's invoice number;
(4) Date of invoice issuance;
(5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
(6) Amount of invoice, itemizing all authorized reimbursable expenses; and
(7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until December 31, 2023 unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

i. Contractor shall immediately cease rendering services pursuant to this agreement;
ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and

warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any

expenses thereby incurred**.**

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees,

agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and limit of Insurance**

1. ***Commercial General Liability (CGL)***: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. ***Automobile Liability***: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ***Workers' Compensation*** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

4. ***Professional Liability (Errors and Omissions)***: Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status***. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. ***Primary Coverage***. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. ***Notice of Cancellation***. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

4. ***Waiver of Subrogation***. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. ***Self-Insured Retentions***. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. ***Acceptability of Insurers***. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. ***Claims Made Policies***. If any of the required policies for professional liability insurance provide claims-made coverage:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. ***Verification of Coverage***. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. ***Subcontractors***. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. ***Special Risks or Circumstances***. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A**.** **Contract Documents**. This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without

limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rocklin
Attn: Public Services
4081 Alvis Court
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: Vollmar Natural Lands Consulting, Inc.
2401 Capitol Ave. Ste. 301
Sacramento, CA 95816

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees**. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts**; **Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include **digital electronic signatures** (DocuSign). The use of digital **electronic signatures** and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: _____
John Vollmar, CEO/CFO

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Hope Ithurburn, City Clerk

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

EXHIBIT A
SCOPE OF SERVICES

TASK 1. BACKGROUND REVIEW AND FIELD PREPARATION

TASK 2. PRESERVE FIELD SURVEYS

- Subtask 2a. Wetland and Riparian General Conditions Surveys
- Subtask 2b. Vernal Pool Grassland General Conditions Surveys
- Subtask 2c. Oak Woodland/Savannah General Conditions Surveys
- Subtask 2d. Wetland and Riparian Invasive Plant Monitoring
- Subtask 2e. Vernal Pool Grassland Invasive Plant Monitoring
- Subtask 2f. Oak Woodland/Savannah Invasive Plant Monitoring
- Subtask 2g. Vernal Pool Hydrologic Monitoring
- Subtask 2h. Vernal Pool Floristic Monitoring
- Subtask 2i. Vernal Pool Invertebrate Monitoring
- Subtask 2j. Vernal Pool Grassland Vegetation Monitoring
- Subtask 2k. Oak Woodland/Savannah Understory Vegetation Monitoring
- Subtask 2l. Vernal Pool Grassland Thatch Monitoring
- Subtask 2m. Oak Woodland/Savannah Understory Thatch Monitoring
- Subtask 2n. Known Occurrences of Special-Status Plant Surveys
- Subtask 2o. General Bird Surveys
- Subtask 2p. Oak Tree Census and Health Monitoring (Periodic Task)
- Subtask 2q. VELB Surveys (Periodic Task)
- Subtask 2r. Swainson's Hawk Surveys (Periodic Task)
- Subtask 2s. Burrowing Owl Surveys (Periodic Task)
- Subtask 2t. Reptile and Amphibian Surveys (Periodic Task)
- Subtask 2u. Wetland Delineation Review (Periodic Task)
- Subtask 2v. Unknown Occurrences of Special-Status Plant Surveys (Periodic Task)

TASK 3. HABITAT MAPPING

- Subtask 3a. Special-Status Species Map
- Subtask 3b. Habitat Conditions Map
- Subtask 3c. Wetland Delineation Re-Map (Periodic Task)
- Subtask 3d. Creek Conditions Mapping (Periodic Task)
- Subtask 3e. Vegetation Community Map Revisions (Periodic Task)
- Subtask 3f. Oak Mapping (Periodic Task)

TASK 4. MANAGEMENT AND RESTORATION RECOMMENDATIONS

TASK 5. DATA ANALYSIS AND REPORT PREPARATION

- Subtask 5a. Data Analysis
- Subtask 5b. Draft and Final Monitoring Reports
- Subtask 5c. Wetland Delineation Report (Periodic Task)

Complete Task Descriptions

Task 1. Background Review and Field Preparation

Prior to beginning monitoring surveys, we will review all prior year reports, and identify key methods to maintain for consistency as well as any data gaps to remedy. We will prepare key site and project information including field maps, GIS data layers (preserve boundaries, vegetation community types, known special-status species occurrences, vernal pool and other wetland locations, etc.), species information, relevant resource inventories, technical information, and any other information important for conducting biological monitoring. The team will meet to discuss the goals for the year, as well as discussing specific survey methods, to ensure consistency across surveyors. Project Manager Linnea Neuhaus will review and make any necessary changes to further develop data management and project communication plans prior to the start of field surveys. Specific field survey dates will be selected based on long-range weather forecasts and on-the-ground wetland and upland conditions, and schedules will be adjusted over the course of each monitoring year to adapt to changing conditions.

Task 2. Preserve Field Surveys

Subtask 2a. Wetland and Riparian General Conditions Surveys

This task is based on GOSMP Section 6.2. Under this task, we will visit all wetland and riparian areas twice per year, during peak spring bloom (typically March-April) and during high summer (typically July). We will collect data on habitat conditions using sub-meter accurate GPS handhelds or tablet computers. We will note changes relative to the baseline condition (or other established Management Goal), including changes in vegetation species composition, changes in hydrology or topography, and changes in overall condition (including land practices on adjacent properties with the potential to affect the preserve function). We will include maintenance status of infrastructure, including fencing, allowable trails, roadways, etc., and any negative disturbance, including animal (e.g. boring insects, beaver damage, and feral animals) / human damage (e.g. vandalism or dumping). We will specifically identify and map problematic erosion, beaver dams, or other disturbance. We will track the success of enhancement and restoration efforts, and re-take reference photographs of the overall wetland / riparian setting.

Subtask 2b. Vernal Pool Grassland General Conditions Surveys

This task is based on GOSMP Section 6.3. Under this task, we will monitor all vernal pool grasslands once per year, in late spring (typically late April). We will note general condition of the vernal pool grasslands, including changes in vegetation species composition, compared to the Baseline Condition for the preserve area. Disturbances, including animal and human, will be noted as well, including fencing repair needs or trash removal. We will re-take reference photographs.

Subtask 2c. Oak Woodland/Savannah General Conditions Surveys

This task is based on GOSMP Section 6.4. Under this task, we will monitor all mapped oak woodland and oak savannah once per year, in high summer (typically July). The overall general condition of the oak woodland/savannah will be noted, including changes in vegetation species composition relative to the baseline condition. Animal and human-caused damage or disturbances will be noted as well, including fencing repair needs or trash removal (or any other infrastructure maintenance requirements). We will specifically note and map problematic stormwater run-off or beaver dams, and track the success of enhancement and restoration efforts.

Subtask 2d. Wetland and Riparian Invasive Plant Monitoring

This task is based on GOSMP Section 6.2. Under this task, we will monitor invasive plants in wetland and riparian areas twice per year, concurrent with the Wetland and Riparian General Conditions Survey. We will monitor invasive plant species (listed by California Invasive Plant Council) in order to make recommendations for eradication. Monitoring surveys will include a qualitative assessment (e.g. visual estimate of cover) of potential or observed noxious weeds or other non-native species invasions, especially in or around any wetland features. Additional actions to control invasive species will be evaluated and prioritized. We will also note species listed by the California Department of Food and Agriculture (CDFA) list of "noxious weeds" that are subject to regulation or quarantine by county agricultural departments, the California Department of Food and Agriculture's Integrated Pest Control Branch, and the University of California State Integrated Pest Management Program list of “Exotic and invasive pests and diseases that threaten California's agricultural, urban, or natural areas”.

Subtask 2e. Vernal Pool Grassland Invasive Plant Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor invasive plants in vernal pool grasslands once per year, during high summer (typically July). The methods will be the same as for Wetland and Riparian Invasive Plant Monitoring. The survey will take place concurrently with the high summer Wetland and Riparian Invasive Plant Monitoring.

Subtask 2f. Oak Woodland/Savannah Invasive Plant Monitoring

This task is based on GOSMP Section 6.4. Under this task, we will monitor invasive plants in oak woodlands and oak savannahs once per year, during high summer (typically July). The methods will be the same as for Wetland and Riparian Invasive Plant Monitoring. The survey will take place concurrently with the high summer Wetland and Riparian Invasive Plant Monitoring.

Subtask 2g. Vernal Pool Hydrologic Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor hydrology in a selected subset of created and natural vernal pools three times per year, in winter (typically January), early spring (typically early March) and high summer (typically July). Surveys will include observations of potential water depth, maximum current water depth, and percent inundation for each monitored vernal pool. The winter and early spring surveys will be conducted concurrent with the Vernal Pool Invertebrate Monitoring, and the high summer survey will be conducted concurrent with the Vernal Pool Grassland Invasive Plant Monitoring.

Subtask 2h. Vernal Pool Floristic Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor vernal pool vegetation in the same subset of vernal pools as is monitored for hydrology. Monitoring will be conducted once per year, during peak spring bloom in the pools. The timing of this may vary based on the different pools’ phenology, but will typically occur from March through May. As with wet season vernal pool surveys, the timing of floristic surveys will be determined by tracking local pools and conducting surveys at the peak of the vernal pool blooming season. Vernal pool general characteristics will be noted including if the vernal pool is created/restored or naturally occurring. Plant species having 25% or higher relative vegetation will be considered dominant and will be recorded. If none of the plant species in the vernal pool have 25% or higher relative cover, then the plant species with 10% relative cover or greater will be considered dominant. A comprehensive list of all plant species observed will be created to track species composition relative to the Baseline Condition (on an on-going basis). All VNLC biologists are trained and experienced in visually estimating percent vegetation cover accurately, and will use

standardized calibration methods to maintain consistency across surveyors and across survey years.

As in Subtask 2a, surveyors will each use a Trimble GeoXT for navigation and to map special-status species and notable features or site conditions. Survey data will be recorded digitally or on paper datasheets provided in the Plan. All data will be converted and stored electronically within a Microsoft Access database. Representative photographs will be taken, to be included in reports. Any necessary tasks will be identified for recommendation to the City.

Subtask 2i. Vernal Pool Invertebrate Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor vernal pool invertebrate species twice per year. We will survey the same subset of vernal pools as is monitored for hydrology. Surveys will be timed to best detect target species (typically January and February or early March). Many vernal pool invertebrates, including the vernal pool fairy shrimp (*Branchinecta lynchi*), are relatively short-lived and the timing of best detection varies from year to year. We will track the ponding status and the hatching and development of target species in the project vicinity and/or within the project site and will time our survey accordingly. Each survey round will be conducted within a ten calendar-day period to minimize variation in survey results caused by differences in survey timing.

Surveys will be conducted by VNLC biologists permitted by the USFWS to conduct listed large branchiopod surveys, and will follow the methods outlined in Interim Survey Guidelines to Permittees for Recovery Permits under Section 10(a)(1)(A) of the Endangered Species Act for Listed Vernal Pool Branchiopods (ignoring the bi-weekly sampling frequency requirement). Surveyors will work alone to limit the cost to the City. Each surveying biologist will carry a sub-meter accurate GPS handheld or tablet computer. Biologists will use the GPS to navigate to target pools and to map all special-status species and notable features or site conditions. Data will be recorded digitally within a standardized and survey-specific data dictionary loaded onto the GPS units. Representative photographs will be taken, to be included in reports.

Subtask 2j. Vernal Pool Grassland Vegetation Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor the health of the upland grassland community around the vernal pools once per year in late spring (typically late April). A minimum of 20 randomly selected upland grassland plots will be selected for monitoring. An additional 10 plots will be selected which can represent those grasslands dominated by native grassland populations, invasive weed populations, and other target communities. The selected plots will measure three by three meters square and the location will be recorded using a sub-meter accurate GPS unit. Observations collected will include a species list, the total cover of vegetation, the absolute cover of each species, and trends within the plot. A list of plant species observed will be created to track species composition relative to the Baseline Condition (on an on-going basis).

Subtask 2k. Oak Woodland/Savannah Understory Vegetation Monitoring

This task is based on GOSMP Section 6.4. The methods for this task will follow the methods for the Vernal Pool Grassland Vegetation Monitoring (Subtask 2j), and will be conducted concurrently with it. Under this task, we will monitor the vegetation composition of an additional 20 randomly-selected three-meter by three-meter plots in oak woodland and oak savannah.

Subtask 2l. Vernal Pool Grassland Thatch Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor thatch levels in upland grassland community around the vernal pools once per year in fall, after grazing is complete but before the onset of winter rains (typically September to October). At each of the Vernal Pool Grassland Vegetation Monitoring plots, we will estimate RDM using standardized visual estimation guides, take standardized robel pole photographs, and collect one RDM clip plot (circular 0.1 m^2 hoops). Clipped material will be brought to the office and further air dried and weighed to estimate moisture content. Biologists will navigate to RDM plots and collect data electronically with Trimble GPS units. Plot locations may be adjusted to avoid non-range vegetation, wetlands, boundaries and disturbance by at least 2 meters. If thatch presents a fire hazard, or is in excess of 1,200 lbs./ac., we will make a recommendation of a removal practice.

Subtask 2m. Oak Woodland/Savannah Understory Thatch Monitoring

This task is based on GOSMP Section 6.4. The methods for this task will follow the methods for the Vernal Pool Grassland Thatch Monitoring (Subtask 2l), and will be conducted concurrently with it. Under this task, we will monitor the vegetation composition of the additional 20 plots in oak woodland and oak savannah.

Subtask 2n. Known Occurrences of Special-Status Plant Surveys

This task is based on GOSMP Action 6-9-1. The objective of monitoring will be to identify presence and size of special-status plant populations. Under this task, we will visit all documented extant populations of special-status plants, as shown in the CNDDB, and in baseline reports and prior monitoring reports. Populations will be mapped using a sub-meter accurate GPS handheld. Abundance will be assessed semi-quantitatively using broad abundance categories, i.e., 0, 1 - 100, 101 - 500, 501 - 1,000, and >1,000 plants. Changes to occupied habitat, such as changed hydrology or vegetation composition, will be observed and recorded. At present, only a single special-status plant population is documented, Hispid salty bird's-beak in Stanford Ranch. This task will be conducted concurrent with Vernal Pool Floristic Monitoring (Subtask 2h.)

Subtask 2o. General Bird Surveys

This task is based on Action 6-6-1 of the GOSMP. (The goal does not appear elsewhere in the GOSMP, and little detail is provided in the GOSMP on the requirements of this task.) For this task, we propose to conduct two rounds of surveys, one at the beginning of the breeding season (typically March), and one at the end of the breeding season (typically September). During each survey round, we will perform a single point count of birds at each of the preserve areas. The point counts will consist of 10-minute surveys conducted from fixed locations to accurately depict the baseline avian abundance, community structure, and activity patterns present. The surveys will be conducted on foot and birds will be observed through high-powered binoculars and by ear. At each point count location, we will record: the bird species present; the number of individuals present/species; the general behavior and habitat use of each bird/flock of birds; and other pertinent information. The surveys will be conducted concurrent with other surveys including the General Conditions Surveys and Thatch Monitoring.

Subtask 2p. Oak Tree Census and Health Monitoring (Periodic Task)

This task is based on Action 6-10-4 of the GOSMP. Under this task, we will census all oak trees over three feet in height. For each oak, we will record species type, diameter at breast height (DBH), and dripline radius (DLR). All untagged trees greater than six inches DBH will be tagged with aluminum tree tags. All trees measuring less than six inches in DBH, but three feet or greater in height will be mapped with a sub-meter accurate GPS handheld, mapping the extent of DLR for each tree or group of trees. These polygons will be classified based on the dominant oak

species. The health and structural condition of each tree will be classified. This is a periodic survey which will be required for the Garnet Creek, Parklands North, and Placer Creek Corporate Center preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, and Sunset West preserves in 2025. These surveys will be conducted concurrently with the Oak Woodland/Savannah General Conditions Surveys in those preserves.

Subtask 2q. VELB Surveys (Periodic Task)

This task is based on GOSMP Action 6-4-4. Under this task, we will conduct a single survey of suitable VELB habitat. Suitable habitat for VELB will be identified based on the results of Wetland and Riparian General Conditions Surveys and other surveys, as well as by reviewing CNDDB data and prior reports. We will conduct exit hole surveys in all suitable habitat (i.e. clusters of elderberry shrubs with stems >1" diameter). The approximate number of exit holes in each habitat cluster will be recorded in a sub-meter accurate GPS handheld or tablet computer. This is a periodic survey which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025. It will be conducted concurrent with the general conditions surveys.

Subtask 2r. Swainson's Hawk Surveys (Periodic Task)

This task is based on Action 6-4-2 of the GOSMP. Under this task, we will conduct two rounds of surveys in suitable habitat. Suitable habitat for Swainson's Hawk will be identified based on the results of Wetland and Riparian General Conditions Surveys, the General Bird Surveys, and other surveys, as well as by reviewing CNDDB data and prior reports. Two surveys will be conducted, at the beginning of the breeding season (Around April) and near the end of the breeding season (around September). The surveys will be conducted in the evening hours, and the VNLC biologist will arrive at the Study Area within the recommended start time of each respective survey window and survey for nesting Swainson's Hawk until sunset. Potential Swainson's Hawk nests will be surveyed with both binoculars and a high-powered spotting scope. The surveys will be conducted either via a car or on foot depending on the nature of the Study Area. If a Swainson's Hawk nest is confirmed in the vicinity of the Study Area, the biologist will record the location of the nest with a sub-meter accurate GPS. Any other nesting raptors observed incidentally during the nesting Swainson's Hawk survey will be recoded via GPS as well. This is a periodic survey which will be required for the Garnet Creek and Placer Creek Corporate Center preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 2s. Burrowing Owl Surveys (Periodic Task)

This task is based on Action 6-4-3 in Goal 6-4 in Table 6-1 of the GOSMP. Under this task, we will conduct a single survey if the five-year survey interval falls within the contract period. Suitable habitat for Burrowing Owl will be identified based on the results of Wetland and Riparian General Conditions Surveys, the General Bird Surveys, and other surveys, as well as by reviewing CNDDB data and prior reports. Surveys will be conducted by walking meandering transects through suitable habitat, searching for Burrowing Owls and their sign around burrows. All Burrowing Owls and their burrows will be mapped with a sub-meter accurate GPS handheld. This is a periodic survey which will be required for the Garnet Creek and Placer Creek Corporate Center preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025. The surveys will be conducted concurrent with the general conditions surveys.

Subtask 2t. Amphibian and Reptile Surveys (Periodic Task)

This task is based on Action 6-6-2 of the GOSMP. Surveys will be focused on rare species with the potential to occur in the preserves (e.g. northwestern pond turtle and western spadefoot), but will also note common species observed. Potential habitat for rare species will be identified based on the General Conditions Surveys, and on prior reports. All suitable habitat for each species will be surveyed during the appropriate identification window. Populations of rare reptiles and amphibians will be mapped using a sub-meter accurate GPS handheld. Survey methods will vary based on target species, but will generally be non-invasive where practicable. Where possible, such as with northwestern pond turtle, foothill yellow-legged frog, and giant gartersnake, we will use visual encounter surveys by qualified biologists using binoculars. Surveys for western spadefoot and other hard-to-see species may be conducted as dipnet or seine surveys by appropriately-permitted biologists. All new populations of rare species will be mapped with sub-meter accurate GPS handhelds and reported to the CNDDB. This is a periodic survey which will be required for all nine preserves in 2025.

Subtask 2u. Wetland Delineation Review (Periodic Task)

This task is based on GOSMP Action 6-1-3. Under this task, we will load existing wetland delineation maps onto a sub-meter accurate GPS handheld. We will field-verify all delineated features, and search for instances in which changing conditions have caused changes in the extent of potentially jurisdictional wetlands and Waters of the U.S. and of the State of California. In instances where feature boundaries have changed significantly, or areas have been converted from wetland to upland or vice versa, we will collect wetland delineation data points and map the new boundaries. This is a periodic survey which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 2v. Unknown Occurrences of Special-Status Plant Surveys (Periodic Task, Not Required)

This is an intermittent task which will not be required for any of the preserves during the period from 2023-2025. A description of the task is included here for completeness.

This task is based on Action 6-9-3 in Goal 6-9 in Table 6-1 of the GOSMP. Under this task, we will conduct rare plant surveys if the five-year survey interval falls within the contract period. Rare plants with the potential to occur in the preserves will be identified based on the Baseline report, CNDDB, and other sources. Potential habitat for these species will be identified based on the General Conditions Surveys, the Baseline report, and other sources. All suitable habitat for each species will be surveyed during the appropriate identification window. Populations of rare plants will be mapped using a sub-meter accurate GPS handheld. Abundance will be assessed semi-quantitatively using broad abundance categories, i.e., 0, 1 - 100, 101 - 500, 501 - 1,000, and >1,000 plants. All new populations will be submitted to the CNDDB, and included in future Known Occurrences of Special-Status Plant Surveys. These surveys will be combined with other surveys as appropriate to the identification window of each plant (e.g. vernal pool plants such as legenere will be surveyed for concurrent with other vernal pool vegetation monitoring).

Task 3. Habitat Mapping

Subtask 3a. Special Status Species Map

This task is based on GOSMP Action 6-4-5, Action 6-8-3, and Action 6-9-4. Under this task, we will use data collected in the field surveys to update all maps of special-status wildlife and plant species. Maps will be included in the annual reports, and all occurrences will be submitted to CNDDB.

Subtask 3b. Habitat Conditions Map

This task is based on GOSMP Action 6-3-1 and Action 6-7-2. Under this task, we will update all site maps based on the results of general conditions surveys. Maps will reflect the latest information on general site conditions, invasive weed populations, beaver dams, problematic erosion, human disturbance, and other issues of note.

Subtask 3c. Wetland Delineation Re-Map (Periodic Task)

This task is based on GOSMP Action 6-1-3. Under this task, we will use data gathered during the Wetland Delineation Review to revise the mapping of all delineated wetlands and Waters. We will produce new wetland delineation maps reflecting current conditions in the preserves. The new maps will meet all Sacramento District Army Corps of Engineers mapping and data standards. This is a periodic task which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 3d. Creek Conditions Mapping (Periodic Task)

This task is based on GOSMP Action 6-2-3. Under this task, we will use data gathered during the general conditions surveys to update all creek conditions maps. The revised maps will display creeks broken into reaches, with each reach rated by condition, and appropriateness for restoration or enhancement efforts. Significant issues such as degradation or aggradation, riparian vegetation loss, and human disturbance will be identified. This is a periodic task which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 3e. Vegetation Community Map Revisions (Periodic Task)

This task is based on GOSMP Action 6-8-2. Under this task, we will use data gathered during the General Conditions Surveys, as well as the latest available aerial photos, to update all vegetation community maps. Any areas of habitat type conversion will be identified. The acreage and type of converted areas will be measured for inclusion in the reports. Reasons for habitat conversion will be discussed in the annual reports. This is a periodic task which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 3f. Oak Mapping (Periodic Task)

This task is based on GOSMP Action 6-10-5. Under this task, we will revise the oak habitat maps for each preserve, based on the data collected in the Oak Tree Census and Health Monitoring. Revised maps will show updated acreage of oak canopy in each preserve, along with updated species counts and health metrics. Changes in oak tree communities will be discussed in the annual monitoring reports. This is a periodic survey which will be required for the Garnet Creek and Parklands North preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, and Sunset West preserves in 2025.

Task 4. Management And Restoration Recommendations

During each inspection, biologists will note issues which may require management, as well as opportunities for habitat enhancement, as described above. Issues will be mapped for inclusion in the annual reports. All issues which may require urgent management action will be reported to the VNLC project manager. The VNLC project manager will contact the City point-of-contact to report urgent management needs. Non-urgent management needs and habitat enhancement recommendations will be described in the annual management report, along with priority ratings

for each action. We will meet with City personnel to discuss maintenance issues or violations which must be reported to the regulatory agencies. During this meeting, we will discuss potential remedies for any such issues, and agree on the approach to each which will be included in the annual report.

Task 5. Data Analysis And Report Preparation

Subtask 5a. Data Analysis

We will create a custom relational database for the project in Microsoft Access, including tables for each data type and queries to produce each required analysis for the reports. We will enter data into the database as it is collected over the course of the year, allowing rapid identification of management issues and data gaps. Geographic data will be collected in ESRI ArcGIS formats for analysis and display in ArcMap software.

Subtask 5b. Draft and Final Monitoring Reports

A thorough yet concise annual draft monitoring report will be submitted to the City that details the methods and results of monitoring surveys, and discusses specific management recommendations. The report will cover overall site conditions by preserve, and will include (for each parcel) specific recommendations with regard to (1) any habitat enhancement measures deemed to be necessary to meet preserve goals, (2) any maintenance problems or violations, (3) a proposed resolution and timeline for any maintenance problems or violations, and (4) any changes in the monitoring or management program that appear to be warranted based on monitoring results to date, or recommendations for changes to monitoring or maintenance goals. It will also include specific features mapped and documented during field surveys, as well as an analysis and summary of all monitoring parameters measured during field surveys (e.g. number and percent of pools meeting the vernal pool dominants threshold, and specific instances and analyses of pools not meeting the threshold). In addition, monitoring reports will include precipitation data to allow the Preserve Manager to evaluate the performance of the vernal pools relative to available water supply. Summary tables and figures will be included to clearly highlight important findings. The report will include representative photographs, a set of appropriately scaled color maps with all notable features shown, and electronic copies of field data sheets. After review by the City, we will incorporate the City's changes into the final monitoring report. If requested, the City will have an additional opportunity to review an electronic copy of this final report before hard copies are printed and submitted.

Subtask 5c. Wetland Delineation Report (Periodic Task)

According to the GOSMP, a re-delineation of all wetlands is required once every 10 years. We will use the data produced in the Wetland Delineation Re-Map to produce a wetland delineation report for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025. The report will meet all Sacramento Army Corps district standards for wetland delineations. We will submit this report for review to the City. After any necessary revisions, we will submit the report to the Corps for re-verification.

EXHIBIT B

Schedule of Performance

This Agreement will commence on the start date of March 1st, 2023, as presented Herein. This Agreement is for an initial ten month period and will be renewable on a year-to year basis for two additional one-year terms at the City's option pursuant to the Contract Documents. See Below for the project schedule:

Table 2. Project Schedule

Task Number	Task Name	Preserves	Winter (January)	Early Spring (Late February to Early March)	Peak Vernal Pool Bloom (Late March to Early May)	Late Spring (Late April)	Mid-Summer (June-July)	Post-Grazing (September-October)	November	December
1	Background Review and Field Preparation	All	X							
2a	Wetland and Riparian General Conditions Surveys	C, OC, SR, SW, WR, B, GC, PN		X			X			
2b	Vernal Pool Grassland General Conditions Surveys	OC, SR, SW, PCCC				X				
2c	Oak Woodland/ Savannah General Conditions Surveys	C, SR, SW, GC, PN					X			
2d	Wetland and Riparian Invasive Plant Monitoring	C, OC, SR, SW, WR, B, GC, PN					X			
2e	Vernal Pool Grassland Invasive Plant Monitoring	OC, SR, SW, PCCC					X			
2f	Oak Woodland/ Savannah Invasive Plant Monitoring	C, SR, SW, GC, PN					X			
2g	Vernal Pool Hydrologic Monitoring	OC, SR, SW, PCCC	X	X			X			
2h	Vernal Pool Floristic Monitoring	OC, SR, SW, PCCC	X	X						
2i	Vernal Pool Invertebrate Monitoring	OC, SR, SW, PCCC	X	X						
2j	Vernal Pool Grassland Vegetation Monitoring	OC, SR, SW, PCCC				X				
2k	Oak Woodland/Savannah Understory Thatch Monitoring	C, SR, SW, GC, PN				X				
2l	Vernal Pool Grassland Thatch Monitoring	OC, SR, SW, PCCC						X		
2m	Oak Woodland/Savannah Understory Thatch Monitoring	C, SR, SW, GC, PN						X		
2n	Known Occurrences of Special-Status Plant Surveys	SR			X					
2o	General Bird Surveys	All			X			X		
2p	Oak Tree Census and Health Monitoring	2024: GC, PN, PCCC 2025: C, SR, SW					X			
2q	VELB Surveys	2025: C, OC, SR, SW, WR					X			

Task Number	Task Name	Preserves	Winter (January)	Early Spring (Late February to Early March)	Peak Vernal Pool Bloom (Late March to Early May)	Late Spring (Late April)	Mid-Summer (June-July)	Post-Grazing (September-October)	November	December
2r	Swainson's Hawk Surveys	2024: GC, PCCC 2025: C, OC, SR, SW, WR			X			X		
2s	Burrowing Owl Surveys	2024: GC, PCCC 2025: C, OC, SR, SW, WR			X			X		
2t	Reptile and Amphibian Surveys	2024: All		X			X			
2u	Wetland Delineation Review	2025: C, OC, SR, SW, WR				X				
2v	Unknown Occurrences of Special-Status Plant Surveys	NOT REQUIRED								
3a	Special Status Species Map	All					X			
3b	Habitat Conditions Map	All					X			
3c	Wetland Delineation Re-Map	2025: C, OC, SR, SW, WR					X			
3d	Creek Conditions Mapping	C, OC, SR, SW, WR, B, GC, PN					X			
3e	Vegetation Community Map Revisions	2025: C, OC, SR, SW, WR					X			
3f	Oak Mapping	2024: GC, PN 2025: C, OC, SR, SW					X			
4	Management and Restoration Recommendations	All	X	X	X	X	X	X	X	X
5a	Data Analysis	All	X	X	X	X	X	X	X	
5b	Draft and Final Monitoring Report	All							X	
5c	Wetland Delineation Review	2025: C, OC, SR, SW, WR								X

EXHIBIT C
SCHEDULE OF FEES

The total compensation for the Scope of Services identified in Exhibit A shall not exceed $95,858. The cost breakdown has been included below.

Table 4. Vollmar Natural Lands Consulting Budget for City of Rocklin Open Space Monitoring Services

2023 Budget

		Labor (Hours)						Labor (Cost)						Other Direct Costs			
		Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR HOURS	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR COST	Vehicle Mileage (mi.)	GPS Use (day)	TOTAL ODCs	TOTAL PROJECT COST
RATE								$146	$126	$126	$111	$96		$ 0.625	$ 100.00		
TASK 1. REVIEW AND FIELD PREPARATION		4	16	24	0	0	44	$584	$2,016	$3,024	$0	$0	$5,624	$0	$0	0	$5,624
TASK 2. PRESERVE FIELD SURVEYS																	
	Subtask 2a. Wetland General Conditions	0	4	0	32	32	68	$0	$504	$0	$3,552	$3,072	$7,128	$450	$800	$1,250	$8,378
	Subtask 2b. VP Grassland General Conditions	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
	Subtask 2c. Oak WoodlandGeneral Conditions	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
	Subtask 2d. Wetland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
	Subtask 2e. VP Grassland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
	Subtask 2f. Oak Woodland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
	Subtask 2g. VP Hydrology	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
	Subtask 2h. VP Floristics	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
	Subtask 2i. VP Invertebrates	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
	Subtask 2j. VP Grassland Vegetation	0	0	0	28	28	56	$0	$0	$0	$3,108	$2,688	$5,796	$394	$700	$1,094	$6,890
	Subtask 2k. Oak Understory Vegetation	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
	Subtask 2l. VP Grassland Thatch	0	0	0	15	15	30	$0	$0	$0	$1,665	$1,440	$3,105	$225	$400	$625	$3,730
	Subtask 2m. Oak Understory Thatch	0	0	0	10	10	20	$0	$0	$0	$1,110	$960	$2,070	$113	$200	$313	$2,383
	Subtask 2n. Known Special-Status Plants	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
	Subtask 2o. General Birds	0	0	0	8	8	16	$0	$0	$0	$888	$768	$1,656	$113	$200	$313	$1,969
	Subtask 2p. Oak Tree Census	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Subtask 2q. VELB	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Subtask 2r. Swainson's Hawk	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Subtask 2s. Burrowing Owl	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Subtask 2t. Reptiles and Amphibians	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Subtask 2u. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Subtask 2v. Unknown Special-Status Plants	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 3. HABITAT MAPPING																	
	Subtask 3a. Special Status Species	0	0	16	0	0	16	$0	$0	$2,016	$0	$0	$2,016	$0	$0	$0	$2,016
	Subtask 3b. Habitat Conditions	0	0	40	0	0	40	$0	$0	$5,040	$0	$0	$5,040	$0	$0	$0	$5,040
	Subtask 3c. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Subtask 3d. Creek Conditions	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Subtask 3e. Vegetation Community	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Subtask 3f. Oaks	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 4. RECOMMENDATIONS		6	12	8	3	3	32	$876	$1,512	$1,008	$333	$288	$4,017	$0	$0	$0	$4,017
TASK 5. DATA ANALYSIS AND REPORT PREPARATION																	
	Subtask 5a. Data Analysis	0	4	24	0	40	68	$0	$504	$3,024	$0	$3,840	$7,368	$0	$0	$0	$7,368
	Subtask 5b. Draft and Final Reports	2	24	32	0	100	158	$292	$3,024	$4,032	$0	$9,600	$16,948	$0	$0	$0	$16,948
	Subtask 5c. Wetland Delineation Report	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL		12	60	144	224	380	804	1752	7560	18144	$24,864	$34,944	$87,264	$3,094	$5,500	$8,594	$95,858

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTORS

By: _____
[Title]

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Stanford Terrace Final Map

Date: February 14, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Lynn Toth, Associate Civil Engineer

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Final Map of Stanford Terrace 1 Lot Condominium Subdivision (SD-2013-05).

Background:
This project is generally located on Stanford Ranch Road and Sunset Boulevard at the southeast corner of the intersection of Stanford Ranch Road and Plaza Drive. APN 017-460-003-000.

Owner/Applicant (Subdivider): STANFORD TERRACES II LLC, a California limited liability company.

The tentative subdivision map for the Stanford Terrace 1 Lot Condominium Subdivision was approved by the City Council on October 28, 2014 per Resolution No. 2014-236. The applicant recorded a final map for the first phase of the project, creating three commercial parcels and an approximately 7.2-acre parcel, on October 30, 2015 in Book DD of Maps, at Page 41 in the Office of the Recorder of Placer County. The third commercial parcel was subsequently merged with the Umpqua Bank property through a Lot Line Adjustment. The tentative map was subsequently re-approved by the City Council on September 26, 2017 per Resolution No. 2017-217, as a modified Tentative Subdivision Map to allow the further subdivision of the 7.2-acre parcel into 119 residential condominium lots and three lettered common area lots consistent with the original City Council approval.

A two-year Time Extension of the tentative map was approved by the City Council on September 24, 2019 per Resolution No. 2019-218, extending the map to September 26, 2021. Pursuant to AB 1561, the map was automatically extended eighteen months, to March 26, 2023.

Beginning in 2019, the developer submitted site improvement plans as well as applied for building permits. The first site work plans were approved in July of 2021, and the City Building

Division issued building permits beginning in July of 2022. The applicant is requesting the approval of a 1 lot final map for Condominium purposes.

Approvals of final maps are procedural in nature and per Section 66474.1. of the Subdivision Map Act, a legislative body shall not deny approval of a final map or parcel map if it has previously approved a tentative map for the proposed subdivision and if it finds that the final or parcel map is in substantial compliance with the previously approved tentative map.

The map is technically correct. All fees have been paid and conditions of approval have been met. The construction of the improvements associated with this map are complete. The map is ready for approval.

Fiscal Impact:
There is no direct fiscal impact to the General Fund. The only public dedication on this map is for public utility easements. There are no other dedications that would require City maintenance in the future.

ATTACHMENTS:
1. Resolution - Stanford Terrace Final Map
2. Stanford Terrace Condo Final Map

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ROCKLIN APPROVING THE FINAL MAP OF
STANFORD TERRACE 1 LOT CONDOMINIUM SUBDIVISION (SD-2013-05)

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

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

A. That a tentative subdivision map for a subdivision known as Stanford Terrace Condominiums (SD-2013-05), was approved per Resolution No. 2014-236 (the "Subdivision") and was re-approved per Resolution No. 2017-217 and submitted by Golden State Lumber, Inc., a California corporation, subject to certain conditions;

B. The land was transferred to STANFORD TERRACES II LLC, a California limited liability company (the "Subdivider"). The Subdivider has fully satisfied all said conditions and now desires to record a final map for the Subdivision;

C. The City Surveyor has reviewed the final map for the Subdivision and has determined that it substantially conforms to the approved tentative map and all conditions and requirements of that approval, and now recommends approval of the final map.

Section 2. The City Council hereby approves the final map for the Subdivision, attached hereto as Exhibit "A" and incorporated herein, and accepts on behalf of the public the dedication of easements shown and offered on the final map for the Subdivision, subject to improvements of said easements and acceptance thereof by the City.

Section 3. The City Clerk is hereby authorized and directed to record the final map for the Subdivision, and all related documents referred to in this Resolution, in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 14th day of February, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT A
FINAL MAP

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION SHOWN ON THIS FINAL MAP OF "STANFORD TERRACE CONDOMINIUMS", AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP, AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO: FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATIONS AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; AND FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; AND FOR UNITED STATES MAIL DELIVERY AND RECEIPT, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER, AND ACROSS ALL OF LOT 1 SHOWN HEREON, EXCEPT FOR THE SEPARATE INTEREST OWNED AREAS (UNITS).

STANFORD TERRACES II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: CHRIS SCERRI

TITLE: PRINCIPAL

NOTARY'S 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)
) SS
COUNTY OF _____)

ON _____ BEFORE ME, _____,

A NOTARY PUBLIC, PERSONALLY APPEARED _____

_____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____

PRINT NAME: _____

PRINCIPAL PLACE OF BUSINESS: COUNTY OF _____

MY COMMISSION NUMBER IS: _____ AND EXPIRES ON: _____

FINAL MAP OF
STANFORD TERRACE CONDOMINIUMS

SUBDIVISION NO. SD-2013-05
BEING ALL OF LOT G, BOOK DD OF MAPS, PAGE 41
ALSO BEING A PORTION OF SECTIONS 23 & 24,
T.11 N., R.6 E., M.D.M.
CITY OF ROCKLIN, COUNTY OF PLACER,
STATE OF CALIFORNIA
FEBRUARY 2023 SHEET 1 OF 2

BURRELL CONSULTING GROUP, INC.
1001 Enterprise Way, Suite 100
Roseville, CA 95678 (916) 783-8898

BENEFICIARY'S STATEMENT

COMERICA BANK, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED ON AUGUST 2, 2021 IN INSTRUMENT NO. 2021-0097946 OF OFFICIAL RECORDS OF PLACER COUNTY AND DEED OF TRUST RECORDED AUGUST 13, 2021 IN INSTRUMENT NO. 2021-0102930 OF OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE FILING OF THIS MAP.

COMERICA BANK

BY: _____

NAME AND TITLE: _____

NOTARY'S ACKNOWLEDGEMENT

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 THE DOCUMENT.

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON _____ BEFORE ME, _____,

A NOTARY PUBLIC, PERSONALLY APPEARED _____

_____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.

SIGNATURE: _____

PRINT NAME: _____

PRINCIPAL PLACE OF BUSINESS: COUNTY OF _____

MY COMMISSION NUMBER IS: _____ AND EXPIRES ON: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "STANFORD TERRACE CONDOMINIUMS" PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STANFORD TERRACES II, LLC., ON MAY 1, 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 12 MONTHS FROM THE FILING DATE OF THIS MAP AND THAT THE MONUMENTS ARE OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.

DATED: _____

_____
JIM C. KOO L.S. 7829
LICENSE EXPIRES 12/31/2024

PROFESSIONAL LAND SURVEYOR
JIM C. KOO
NO. 7829
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, ANDREW KLINSTIVER III, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "STANFORD TERRACE CONDOMINIUMS" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____ _____
ANDREW KLINSTIVER III, P.L.S. 7182 DATE
CITY SURVEYOR, CITY OF ROCKLIN
LICENSE EXPIRES: 12/31/2023

PROFESSIONAL LAND SURVEYOR
ANDREW KLINSTIVER III
No. 7182
STATE OF CALIFORNIA

CITY COUNCIL STATEMENT:

THE CITY COUNCIL OF THE CITY OF ROCKLIN ON THE_____DAY OF_____, 2023, BY RESOLUTION NO._____, DID APPROVE THIS FINAL MAP OF STANFORD TERRACE CONDOMINIUMS, (SUBDIVISION NO. SD-2013-05), AND ACCEPTED, ON BEHALF OF THE CITY OF ROCKLIN, THE PUBLIC, AND UTILITY AGENCIES, THE EASEMENT FOR PUBLIC USE AS SHOWN HEREON IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION.

PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, THAT PORTION OF THE PUBLIC UTILITY EASEMENT IN NOTE 5 ON SHEET 2, LYING WITHIN THE BOUNDARY OF THIS SUBDIVISION AND NOT SHOWN HEREON IS HEREBY ABANDONED.

BY: _____
HOPE ITHURBURN
CITY CLERK, CITY OF ROCKLIN, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2023 AT _____ __.M., IN BOOK _____ OF MAPS, AT PAGE _____, PLACER COUNTY RECORDS, AT THE REQUEST OF BURRELL CONSULTING GROUP, INC. TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

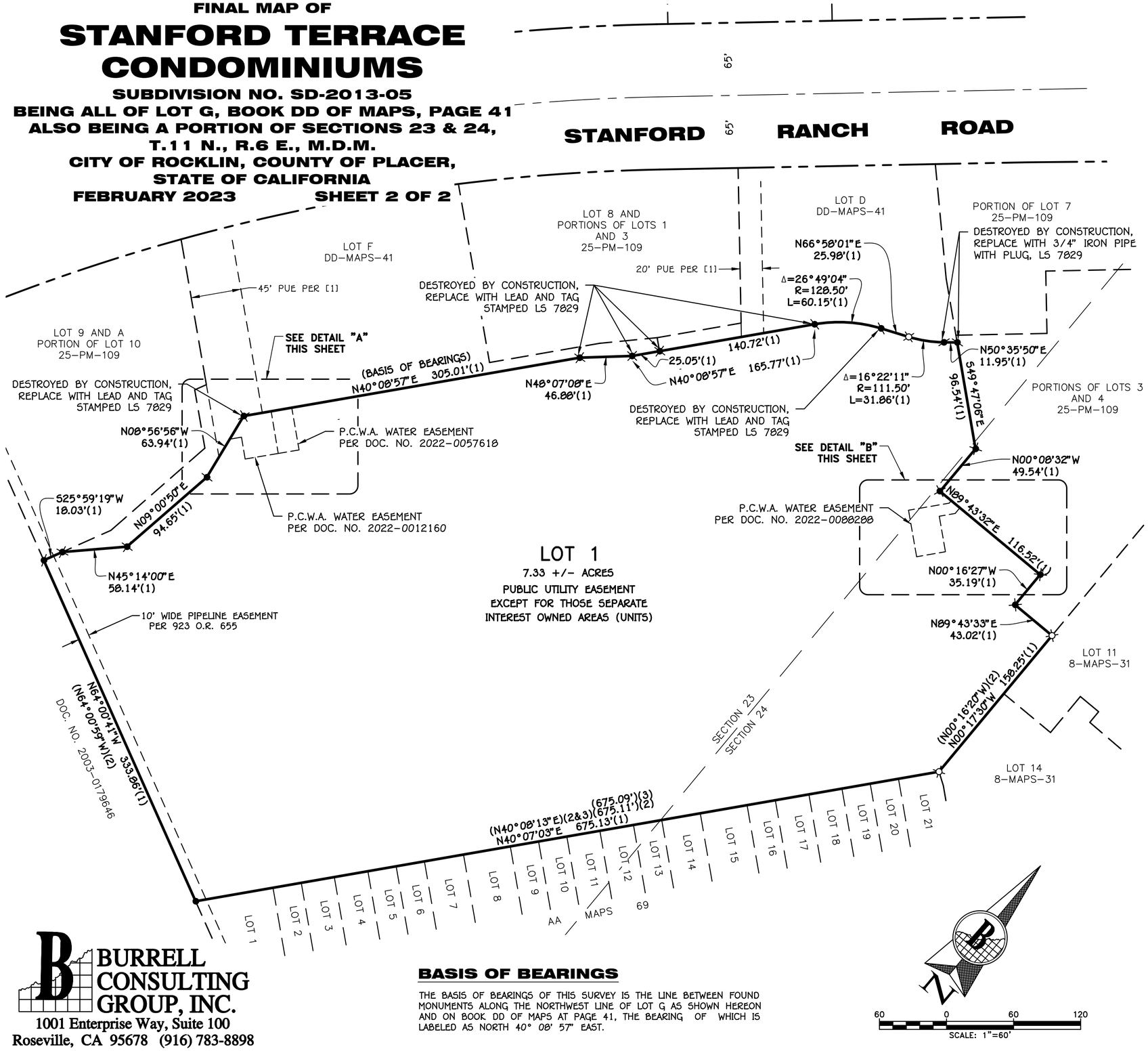
DOCUMENT NO. 2023-_____ _____
RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____ BY:_____
DEPUTY

FINAL MAP OF

STANFORD TERRACE CONDOMINIUMS

SUBDIVISION NO. SD-2013-05
BEING ALL OF LOT G, BOOK DD OF MAPS, PAGE 41
ALSO BEING A PORTION OF SECTIONS 23 & 24,
T.11 N., R.6 E., M.D.M.
CITY OF ROCKLIN, COUNTY OF PLACER,
STATE OF CALIFORNIA
FEBRUARY 2023 SHEET 2 OF 2

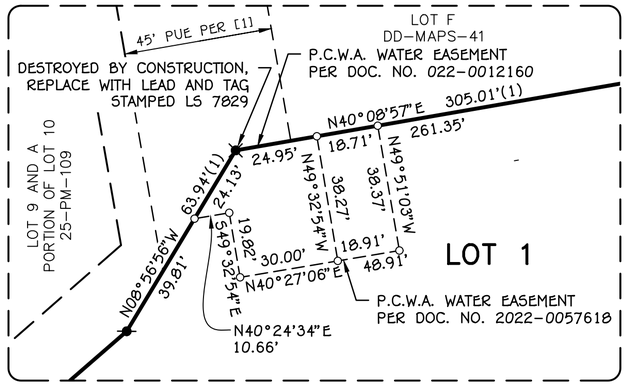


NOTES

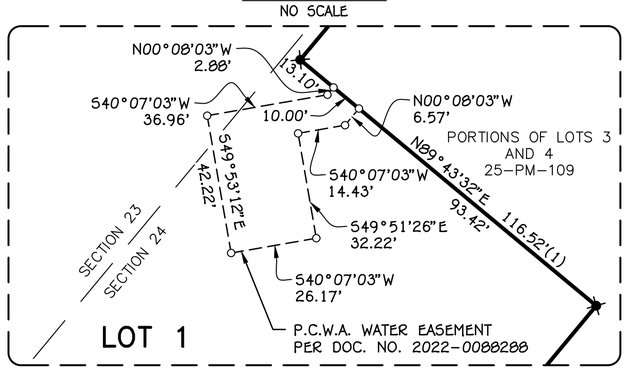
1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. THIS SUBDIVISION CONTAINS 7.33± ACRES.
3. THIS SUBDIVISION IS SUBJECT TO RECIPROCAL PARKING AND ACCESS EASEMENTS AS PER DOCUMENT NO. 2015-0094431 O.R.
4. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHL & ASSOCIATES, WKA NO. 9677.02 DATED JULY 7, 2015. A COPY OF THE REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF ROCKLIN COMMUNITY DEVELOPMENT DEPARTMENT.
5. THE PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROCKLIN ON PARCEL MAP FILED IN BOOK 25 OF PARCEL MAPS, PAGE 109, PLACER COUNTY RECORDS NOT SHOWN HEREON IS ABANDONED PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE.
6. THE SUBJECT PROPERTY WILL BE SUBJECT TO STANFORD TERRACE CC&R'S, WHICH ARE TO BE RECORDED WITH THE CREATION OF THE CONDOMINIUM ASSOCIATION.

LEGEND

DIMENSION POINT . . . . . o
FOUND RAILROAD SPIKE STAMPED "L.S. 6947" PER DD-MAPS-41 OR AS NOTED . . . . . ✱
FOUND 3/4" IRON PIPE W/PLASTIC PLUG STAMPED "L.S. 6947" PER DD-MAPS-41 OR AS NOTED . . . . . ⌀
FOUND 3/4" REBAR TAGGED "L.S. 4968" PER S-MAPS-31 . . . . . ●
SET LEAD AND TAG STAMPED "L.S. 7829" ON CONCRETE SURFACE . . . ⊠
OFFICIAL RECORDS OF PLACER COUNTY . . . . . O.R.
RECORD PER DD MAPS 41 . . . . . (1)
RECORD PER 25 P.M. 109 . . . . . (2)
RECORD PER AA MAPS 69 . . . . . (3)



DETAIL "A"
NO SCALE



DETAIL "B"
NO SCALE

BURRELL CONSULTING GROUP, INC.
1001 Enterprise Way, Suite 100
Roseville, CA 95678 (916) 783-8898

BASIS OF BEARINGS

THE BASIS OF BEARINGS OF THIS SURVEY IS THE LINE BETWEEN FOUND MONUMENTS ALONG THE NORTHWEST LINE OF LOT G AS SHOWN HEREON AND ON BOOK DD OF MAPS AT PAGE 41, THE BEARING OF WHICH IS LABELED AS NORTH 40° 08' 57" EAST.

SD-2013-05 1941-00-1175

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Nellia Estates Notice of Completion

Date: February 14, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Lynn Toth, Associate Civil Engineer

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Notice of Completion for the Works Known as Nellia Court for Nellia (formerly Samoylovich) Estates (DL-2003-03), and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Multigroup, LLC, a California Limited Liability company).

Background:
This project is generally located south of Winding Lane, east of and with public street access to Lost Avenue. The project consists of four (4) lettered residential parcels, and one (1) lettered homeowners' association ("HOA") maintained common area private street (Area 'K'). The location map is included as Attachment 1.

The tentative subdivision map for Samoylovich (now Nellia) Estates (DL-2003-03) was approved by the Planning Commission on May 3, 2005 per Resolution No. PC-2005-57. The City Council approved and authorized the execution of a Subdivision Improvement Agreement on August 14, 2018 per Resolution No. 2018-213. The parcel map was recorded on March 16, 2020 in Book 36 of Parcel Maps, at Page 27 in the Office of the Recorder of Placer County.

Nellia Court was offered for dedication in fee to the HOA on the aforementioned parcel map and the Subdivision Improvement Agreement required the developer, Multigroup, LLC, to construct certain improvements, including the private street: Nellia Court, as shown as Area 'K' on Exhibit "1" of the Notice of Completion.

Multigroup, LLC has completed the improvements and will maintain a warranty bond for a period of one (1) year from the date the City approves the Notice of Completion for the improvements.

Fiscal Impact:
There is no fiscal impact to the City from this action. The street is private and will be maintained by the Homeowner's Association.

ATTACHMENTS:

1. Resolution - Notice of Completion
2. Resolution Exhibit 1 - Map

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN APPROVING THE NOTICE OF COMPLETION FOR THE WORKS
KNOWN AS NELLIA COURT FOR NELLIA (FORMERLY SAMOYLOVICH) ESTATES
(DL-2003-03), AND AUTHORIZING AND DIRECTING
THE EXECUTION AND RECORDATION OF
SAID NOTICE ON BEHALF OF THE CITY
(Multigroup, LLC, a California Limited Liability company)

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

Section 1. The Notice of Completion ("Notice") relative to that private work known as Nellia (formerly Samoylovich) Estates Improvements, private street (DL-2003-03), attached hereto and incorporated herein as Exhibit "A", which consists of a court as identified as Area 'K" on Exhibit "1" of the Notice, is hereby approved.

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

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

PASSED AND ADOPTED this 14th day of February 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Exhibit “A”
Notice of Completion

Recording Requested by
and Return to:

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

No Fee Per Gov't Code § 27383
No Documentary Transfer Tax -$0-
Per Rev & Tax Code § 11922

NOTICE OF COMPLETION

On May 3, 2005, the Planning Commission of the City of Rocklin, located at 3970 Rocklin Road, Rocklin, California, approved the Samoylovich (now Nellia) Estates Tentative Parcel Map (Planning Commission Resolution No. 2005-57) and a condition of said map was the construction of certain improvements. The Parcel Map of Nellia (formerly Samoylovich) Estates, was recorded with the County Recorder of Placer County on the 16th day of March, 2020 in Book 36 of Parcel Maps, at Page 27.

NOTICE IS HEREBY GIVEN that the work (private streets) known as Nellia (formerly Samoylovich) Estates Improvements (DL2003-03) is complete. The location of said work (the street listed as "Nellia Court") is indicated as Area 'K' on the map attached hereto as Exhibit "1" and incorporated herein by this reference. The developer of said project was Multigroup, LLC, a California Limited Liability company. The surety on said project was Philadelphia Indemnity Insurance Company. The date of completion was Dec. 31, 2022.

I, _____, being first duly sworn, depose and say: I am employed by Bennett Engineering, Inc., the City Engineer of the City of Rocklin, a general law city in the State of California. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

ATTEST:

_____
Hope Ithurburn, City Clerk

City of Rocklin

_____
Bennett Engineering, Inc. by _____,
City Engineer - City of Rocklin, 3970 Rocklin Road, Rocklin, California – Owner of the Public Work Improvements – Nellia Estates Private Street (DL-2003-03)

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

Date:_____ Signature:_____

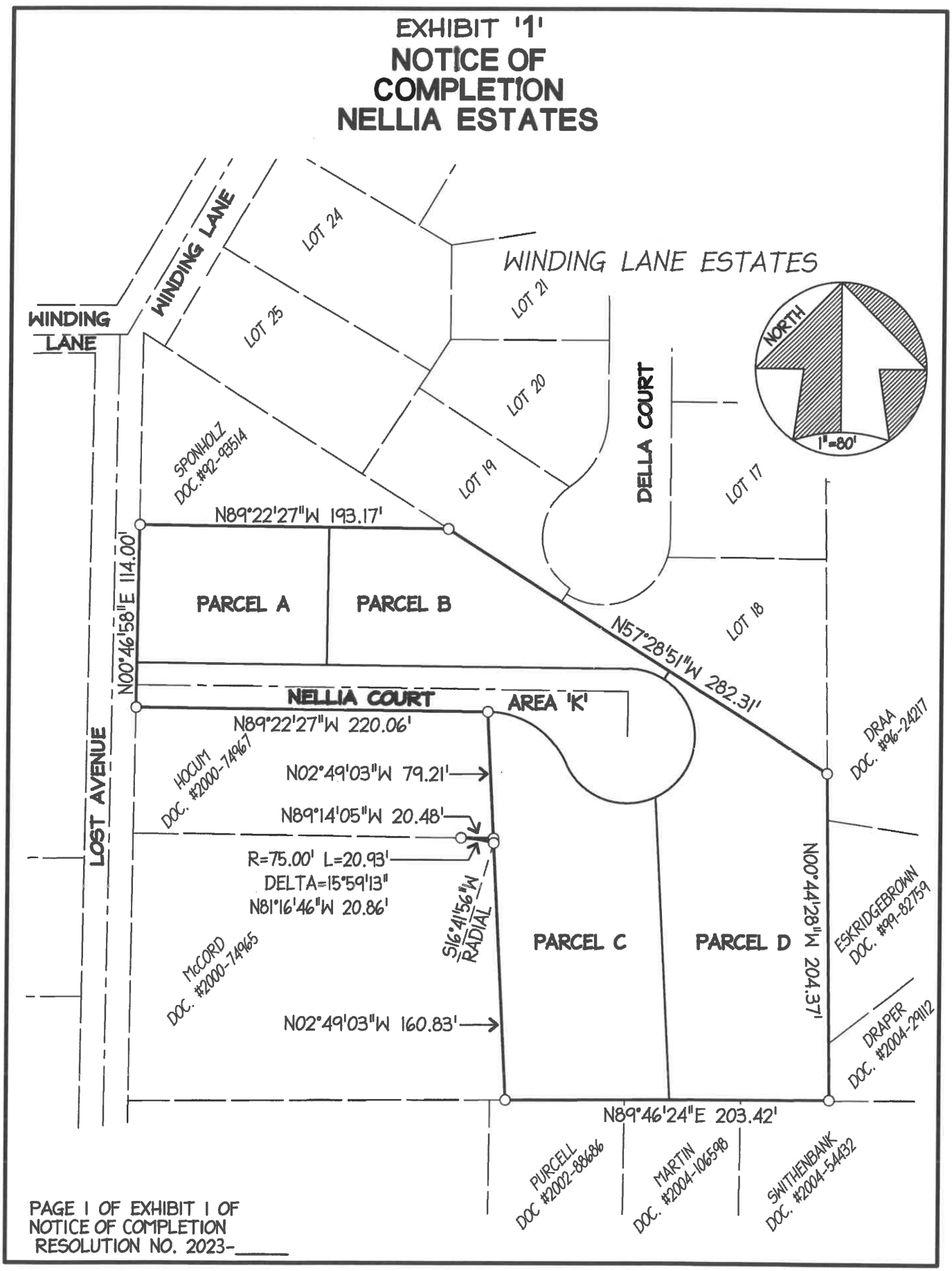
Bennett Engineering, Inc. by

_____

City Engineer, City of Rocklin

EXHIBIT “1”
NOTICE OF COMPLETION OF IMPROVEMENTS
OF PRIVATE STREET IMPROVEMENTS
NELLIA ESTATES (DL-2003-03)

EXHIBIT '1'
NOTICE OF COMPLETION
NELLIA ESTATES



PAGE 1 OF EXHIBIT 1 OF
NOTICE OF COMPLETION
RESOLUTION NO. 2023-_____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Granite Lake Estates - Time Extension Tentative Subdivision Map, SD-2000-02A Oak Tree Preservation Plan Permit, TRE-2000-33A

Date: February 14, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Bret Finning, Planning Services Manager

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving a Four-Year Time Extension of a Tentative Subdivision Map and an Oak Tree Preservation Plan Permit (Granite Lakes Estates Time Extension / SD-2000-02A & TRE-2000-33A).

Background:
See Attachment 2, Staff Report, which is uploaded separately to maintain the integrity of document formatting.

ATTACHMENTS:
1. Resolution - Granite Lake Estates Time Extension
2. Staff Report - Granite Lake Estates Time Extension
3. Staff Report Attachment A - Extension Request
4. Staff Report Attachment B - Resolution No. 2022-127, Conditions of Approval and Tentative Map Exhibit

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A FOUR-YEAR TIME EXTENSION OF A TENTATIVE SUBDIVISION MAP AND AN OAK TREE PRESERVATION PLAN PERMIT
(Granite Lakes Estates Time Extension / SD-2000-02A & TRE-2000-33A)

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

Section 1. The City Council of the City of Rocklin finds and determines that:

A. On May 28, 2002, the City Council of the City of Rocklin approved a Tentative Subdivision Map (SD-2000-02) and Oak Tree Preservation Plan Permit (TRE-2000-33) via City Council Resolution No. 2002-166 to allow for the development of 119 residential lots and several parcels for open space, and storm water detention. A substantial compliance modification of the project subsequently eliminated 3 lots reducing the total to 116. To date 48 lots have been developed and built out and 68 lots remain undeveloped.

B. On June 14, 2022 the City Council approved modifications to the conditions of approval applicable to the subdivision, via City Council Resolution No. 2022-127, to clean up obsolete conditions and language and add language to clarify that the Monument Springs bridge and roadway improvements must be completed and open to traffic prior to issuance of any additional building permits in the subdivision unless a "Subdivision Improvement Agreement" with a performance bond has been accepted by the City to ensure completion of the bridge and roadway improvements.

C. The Granite Lakes project included a Development Agreement (DA-2000-01), effective July 11, 2002, approved via Ordinance 856. The initial term of the Development Agreement was 10-years. Through a modification in 2010 (Ordinance 959) and a second modification in 2020 (Ordinance 1129) the term of the Development Agreement was extended for an additional 9 years, a total of 19 years. The Development Agreement expired July 11, 2021.

D. In the absence of the Development Agreement, Assembly Bill 1561, signed into law on September 28, 2020, was determined to be applicable to the Granite Lake Estates tentative subdivision map and automatically extended the expiration of the Tentative Subdivision Map (SD-2000-02) and Oak Tree Preservation Plan Permit (TRE-2000-33) for 18 months, through January 11, 2023.

E. Prior to expiration of the project the applicant filed an application to extend the term of Tentative Subdivision Map (SD-2000-02) and Oak Tree Preservation Plan Permit (TRE-2000-33) for an additional four years, through January 11, 2027 for a total term of 25 years since original approval of the project in 2002.

F. An Environmental Impact Report (EIR) for this project was certified via City Council Resolution No. 2002-165 on May 28th, 2002. An Addendum to the EIR addressing modifications to the project was certified via City Council Resolution No. 2022-98, on May 10, 2022.

G. The approved project, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

H. The approved project, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

I. The site is physically suitable for the approved type and density of development.

J. The approved design of this project is compatible with surrounding development, natural features and constraints.

K. The height, bulk, area, color scheme and materials of the approved buildings and structures are compatible with surrounding development.

L. The design of the approved project and improvements are not likely to cause substantial environmental damage, nor will they substantially and avoidably injure fish or wildlife or their habitat.

M. The design of the approved project and type of improvements will not cause serious public health problems.

N. The design of the approved project and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.

O. The design of the approved project provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The request for an extension of time for the Granite Lakes Estates Tentative Subdivision Map (SD-2000-02) and Oak Tree Preservation Plan Permit (TRE-2000-33), originally approved by City Council Resolution No. 2002-166, and later modified by City Council Resolution No. 2022-127, is hereby approved, subject to the terms and conditions of City Council Resolution No. 2022-127, any subsequent amendments thereto, and the conditions described below.

A. Conditions

1. The expiration date for the Entitlements shall be extended by a total of four (4) years to January 11, 2027, unless prior to that date a final map has been recorded or a further extension has been granted.

2. Previously-approved City Council Resolution No. 2022-127 and associated exhibits shall govern the design and construction of the project.

PASSED AND ADOPTED this 14th day February, 2023, by the following vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

_____
Ken Broadway, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

City Council Report

Subject:	Granite Lakes Estates - Time Extension Tentative Subdivision Map, SD-2000-02A Oak Tree Preservation Plan Permit, TRE-2000-33A
Date:	February 14, 2023
Submitted by:	David Mohlenbrok, Community Development Director Bret Finning, Planning Services Manager
Department:	Community Development Department

Recommendation

Staff recommends that the City Council approve the following:

A Resolution of the City Council of the City of Rocklin Approving a Four-Year Time Extension of a Tentative Subdivision Map and an Oak Tree Preservation Plan Permit
(Granite Lakes Estates Time Extension / SD-2000-02A & TRE-2000-33A)

Proposal/Application Request

This application is a request for approval of a four-year extension of time for a Tentative Subdivision Map (SD-2000-02A) and an associated Oak Tree Preservation Permit (TRE-2017-0003) to subdivide approximately 80 gross acres into 116 residential lots, and several parcels for open space, and storm water detention. To date, 48 lots have been developed and built out, and 68 lots remain undeveloped.

Location

The subject property is generally located in the southeast area of the City of Rocklin at the southerly termini of Greenbrae Road and Monument Springs Drive, bounded by Greenbrae Road to the north, the Quarry Ridge Subdivision to the east, the Rustic Hills and the undeveloped Highlands Parcel A subdivisions to the west, and the Highlands subdivision to the south. The Assessor's Parcel Number of the undeveloped portion of the site is (APN) 046-030-070. See Figures 1 through 3.

Figure 1 – Location Map



Figure 2 – Approved Tentative Subdivision Map

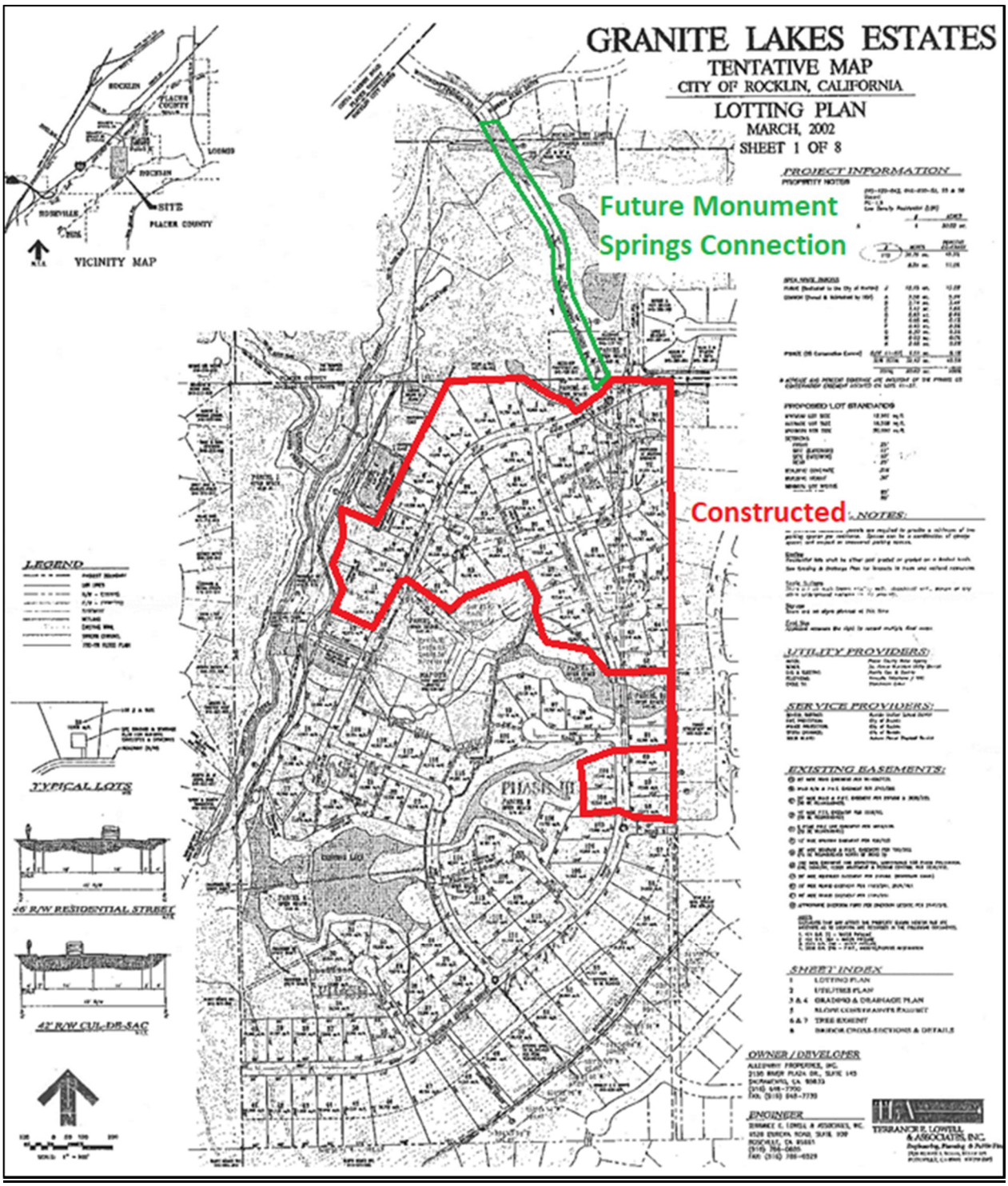
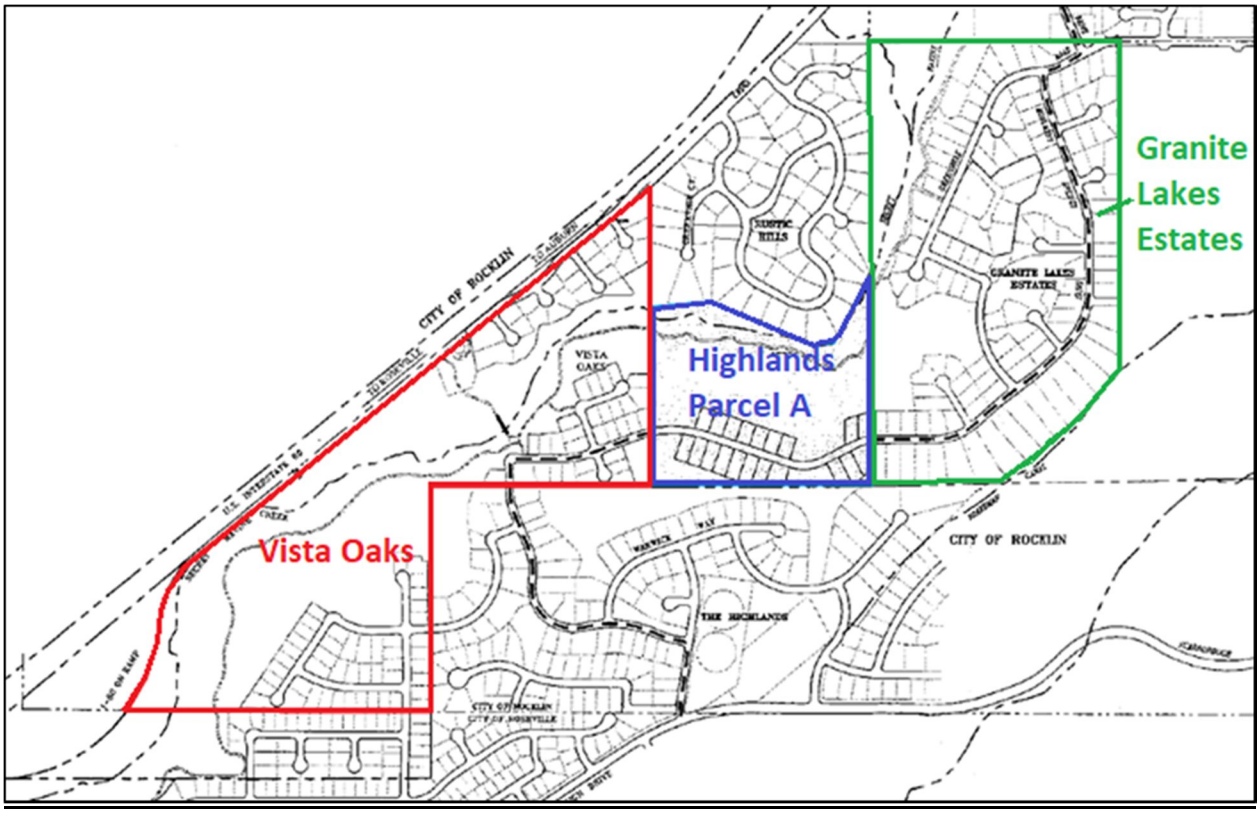


Figure 3 – Adjacent Project Approvals



Owner/Applicant

The property owner is Capital Equity Management Group, Inc. and the applicant is Cook Development Consulting Services, LLC.

Previous Approvals

The Granite Lake Estates subdivision, a 119-lot single family residential development, was approved by the City Council on May 28, 2002 via Resolution No. 2002-166. The total lot count was later reduced to 116 via a substantial compliance adjustment to the map configuration when a final map for the first phase of the development was recorded. The project entitlements included an Environmental Impact Report (EIR), General Development Plan, Tentative Subdivision Map, Oak Tree Preservation Plan Permit, grading Design Guidelines, and a Development Agreement. Consistent with the requirements of the Southeast Rocklin Circulation

Element, adopted in 1993, primary access to the project site was to be via an extension of Monument Springs Road from its terminus on the north side of Secret Ravine to Greenbrae Road. The extension included construction of a developer-funded bridge over the creek and a two-lane road to connect to Greenbrae Road. At the time the property for this off-site improvement was located in an area under the jurisdiction of Placer County. Known as the Greenbrae Area, this island of Placer County controlled land was annexed into the City of Rocklin in 2016. The project was allowed to construct up to a maximum of 40 homes in the first phase of development in order to partially offset the cost of off-site improvements. This limitation was not based upon any environmental transportation impact thresholds being exceeded if homes in excess of that number were built.

In 2010, the first phase of the Granite Lake Estates subdivision, consisting of 48 lots had been constructed and the first homes were being built. The extension of Monument Springs Drive had been delayed by a number of factors including changes to the proposed road alignment, difficulty acquiring the needed right-of-way, and the downturn in the economy now known as the "Great Recession". As a result, the project developer at the time, S360 Granite Lakes LLC, applied to amend the project's approvals to allow eight additional homes to be built prior to completion of the bridge and roadway extension, for a total of 48 homes. The City Council approved the modification on February 23, 2010.

Homes were completed on all 48 lots in the first phase of project development and construction of the bridge and roadway improvements was started. Work on the bridge and roadway improvements were later halted, and ultimately the undeveloped portions of the subdivision went into receivership and were lost. The property was later acquired by the current owners, Capitol Equity Management Group, Inc. Since that time the property owners have been working with the City and the owners of the similarly conditioned Vista Oaks and Highlands Parcel A projects to identify options to finance and build the Monument Springs bridge and roadway improvements and allow the projects to be completed.

The Development Agreement (DA) approved for the Granite Lakes Estates project in 2002 (Ordinance No. 856) allowed for the creation of up to 40 lots (approximately one-third of the project) to be constructed and occupied prior to construction of the Monument Springs Bridge and roadway improvements being completed. The Development Agreement was amended twice. The first amendment, approved by the City Council in 2010 (Ordinance No. 959), increased the total number of homes that could be built in the Granite Lakes Estates subdivision, prior to completion of the bridge and roadway improvements, from 40 to 48, to match the number of lots developed with the first phase of the subdivision and extended the term of the DA to July 11, 2020. The City Council approved the Second Amendment to the Development Agreement, to extend the life of the Development Agreement through July 11, 2021 (Ordinance No. 1129) on July 14, 2020. The applicant was in negotiations with the City for a third amendment to modify

the terms of the agreement and extend its life; however, due in part to delays and disruptions associated with the Covid-19 pandemic, agreement was not reached and the DA expired on July 11, 2021. At that time, it was determined that AB 1561, a recently enacted time extension for tentative subdivision maps was applicable to the project, thereby extending the validity of the Granite Lake Estates tentative subdivision map by eighteen months to January 11, 2023.

On June 22, 2021 the City took a significant step in its commitment to help ensure the Monument Springs bridge is constructed by including $1.5 million in its 2022-2026 Capital Improvement Plan; these funds would be in addition to approximately $198,000 that has previously been collected by the City from Highlands Units 2 and 3 toward the construction of the bridge and roadway extension. Then on May 10, 2022, the City Council approved modifications to the General Development Plan for the Granite Lake Estates subdivision, and the tentative subdivision map conditions of approval for Vista Oaks Tentative Subdivision Map. The public hearing was continued to June 14, 2022, at which time the City Council approved modifications to the conditions of approval for the Granite Lake Estates Tentative Subdivision Map. The proposed modifications, allowing construction of additional homes in the Vista Oaks project area prior to completion of the bridge and roadway improvements, were intended to support of the creation of a Community Facilities Finance District and issuance of Bond Opportunities for Land Development (BOLD) bonds in order to fund the construction of the Monument Springs bridge and roadway. Due to community concerns about increased traffic on Aguilar Road, the City Council did not allow any additional homes to be built in the Granite Lake Estates project prior to completion of the bridge and roadway improvements.

Specifically, the modifications to the Granite Lake Estates project, City Council Resolution No. 2022-127 (Attachment B) consisted of the following:

- General Development Plan Amendment (PDG-2000-008B) to delete a provision in the document that restricted the number of homes that could be built in the Granite Lake Estates subdivision to a maximum of 48 units prior to completion of the Monument Springs bridge and roadway improvements; and

- Tentative Subdivision Map Modification (SD-2000-02A & TRE-2000-33A) to amend the conditions of approval for the Granite Lake Estates tentative subdivision to clean up obsolete conditions and language and add language to clarify that the Monument Springs bridge and roadway improvements must be completed and open to traffic prior to issuance of any additional building permits in the subdivision unless a "Subdivision Improvement Agreement" with a performance bond has been accepted by the City to ensure completion of the improvements.

Proposed Time Extension

In July 2022, the applicant submitted a request for a four-year extension of time for the Granite Lake Estates project (Attachment A) and provided the below timeline for completion of the project (Figure 4). It is staff's understanding that the applicant and other involved parties have been working on the BOLD financing for the project but it is not yet in place.

Figure 4 – Applicant's Timeline for Project Completion

Est. Date	Activity	Comments	Timing
Sept 2022		GLE Tentative Map extension	(Subject to City approval)
April 2023		MS Bridge Construction starts	(Subject to City schedule)
May 2023		GLE Improvement Plans	(Subject to City approval)
June 2023		Subdivision Improvements start	(Estimated timing)
Nov 2023		MS Bridge & Road extension completed	(Subject to City schedule)
Feb 2024		Final Map records	(Subject to City approval)

Per Rocklin Municipal Code (RMC) Section 16.24.040 – "*The council may grant one or more extensions of time up to but not exceeding a total of an additional four years beyond the initial thirty-six months allowed for filing a final map. No single extension shall be granted for longer than a twenty-four month period. Applications for time extensions shall be made in writing to the planning department prior to the expiration of the tentative map. The application shall include a justification for approval of the extension, an explanation stating the reason the map was not finalized within the initial map life, and an anticipated project activity timeline. A representative for the project shall also be required to be present at any/all public hearings for the extension. Upon submittal of a complete application to extend the map, the map shall be automatically extended for sixty days or until the application for the extension is approved, conditionally approved or denied, whichever occurs first.*"

In the extension request, the applicant acknowledges that the RMC states that no single extension shall be granted for longer than a twenty-four-month period. However, the applicant feels that special circumstances warrant granting this project a four-year extension. The California Subdivision Map Act (Map Act) establishes that tentative subdivision maps may be valid

for a maximum of 10-years, including initial approval, and any extensions granted by the approving authority, but not including any automatic extensions that the State may grant. The Map Act further sets the maximum time extension that may be granted at any given time at six-years. As the Map Act is the establishing legislation upon which Title 16 – Subdivisions in the Rocklin Municipal Code is based the City Council may grant the applicant's request for a four-year time extension.

This is the first extension requested for the Granite Lake Estates project. If approved, consistent with the applicant's request, the Tentative Subdivision Map would be valid through January 11, 2027; 25 years since original approval in 2002.

Staff Findings

Staff finds this request to be consistent with the existing General Plan designation and zoning, and with the requirements of the Government Code; and further finds the proposed project to be compatible with existing and anticipated development of surrounding residentially designated properties.

Environmental

An Environmental Impact Report (EIR) for this project was certified via City Council Resolution No. 2002-165 on May 28th, 2002. An Addendum to the EIR addressing modifications to the project was certified via City Council Resolution No. 2022-98, on May 10, 2022. Because no changes are proposed as part of this request for extension to the previously approved project, pursuant to Section 15162 of California Code of Regulations (CEQA Guidelines), no additional environmental review is required.

The EIR is available at the Rocklin Community Development Department and can also be found at the following link:

Granite Lakes Estates Final EIR

Attachments

Attachment A – Applicant's Extension Request
Attachment B – City Council Resolution 2002-127, Granite Lake Estates Conditions of Approval and Tentative Map Exhibit

Prepared by Bret Finning, Planning Services Manager

COOK DEVELOPMENT
CONSULTING SERVICES, LLC

July 11, 2022

Mr. Bret Finning
Planning Services Manager City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Re: Granite Lakes Estates – Extension of Time

Dear Bret:

Enclosed please find a revised application from Capital Equity Management Group, Inc. for an extension to the Granite Lakes Estates tentative map pursuant to the City's Municipal Code Sec. 16.24.040. Although this code section states that no single extension shall be granted for longer than a twenty-four-month period, we respectfully request two (2) consecutive twenty-four-month extensions be granted from the existing January 1, 2023 expiration due the City's failure to act on the requested extension to the now-expired development agreement and the recent downturn in the real estate market conditions.

Also enclosed is a copy of a check for the $4,887.00 for the processing fee (will deliver it today).

The requested letter citing the statutory authority for this extension under the Subdivision Map Act was sent to the City last month; a copy of that letter is attached for your convenience.

Please let me know if you have any questions or need any additional information.

Sincerely,

Dave Cook

Enclosure: Universal Application Form

CC: David Mohlenbrok, Director, Community Development Department
Aly Zimmermann, City Manager
Andrew Katakis, Capital Equity Management Group, Inc.
Chad Roberts, Hefner Law Firm

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June 17, 2022

David Mohlenbrok
Director, Community Development Department
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

RE: Granite Lakes Estates Tentative Subdivision Map (Resolution No. 2002-166) Application for Discretionary Extensions

Dear Mr. Mohlenbrok:

This letter is in support of the application of our client, Capital Equity Management, for discretionary extensions of the Tentative Subdivision Map ("map") for Granite Lakes Estates. As requested, this letter provides the statutory authority under the Subdivision Map Act for our client's submitted application and examples of discretionary extensions granted after expiration of a development agreement.

As you know, the initial term of a tentative subdivision map is set pursuant to Government Code subsection 66452.6(a)(1). Subsection 66452.6(a)(1) provides numerous avenues to set the initial term of a map, including (1) 24 months or up to 36 months if provided for in a local ordinance; (2) up to 10 years based on expenditures for off-site improvements and automatic extensions upon filing of phased final maps; and (3) the period of time provided for in a development agreement, "but not beyond the duration of the agreement." Here, the relevant initial term for the Granite Lakes Estates map was the life of the development agreement.

After the initial term of the map is set by subsection 66452.6(a)(1), the Subdivision Map Act provides two avenues to further extend the life of the map beyond the initial term, which are either (1) automatic statutory extensions; or (2) discretionary extensions. The applicability of these statutory and discretionary extensions is not affected by the method used to establish the initial life of the map under subsection 66452.6(a)(1). For example, as the City of Rocklin recently recognized on July 30, 2021, the statutory 18-month extension in Assembly Bill 1561 applied to the map for Granite Lakes Estates even though application of Assembly Bill 1561 extended the life of the map beyond the term of the development agreement.

Similar to statutory extensions, the Subdivision Map Act provides for discretionary extensions to extend the life of a map beyond the initial term established in a development agreement. Discretionary extensions are provided for in subsection 66452.6(e), which provides:

"***the time at which the map expires pursuant to subdivision (a)*** may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision ***shall be in addition to the period of time provided by subdivision (a)***." Subsection 66452.6(e) thus looks back to the initial term set in subsection (a) and treats all maps equally regardless of how the initial life was set under subsection (a). If the Legislature intended to preclude use of discretionary extensions after expiration of the term of a development agreement, subsection (e) would have carved out maps with an initial life established by a development agreement term. Instead, the Legislature provided--without any limiting language--that discretionary extensions "***shall be in addition to the period of time provided by subdivision (a)***." Our client's application for discretionary extensions is thus consistent with and anticipated by the Subdivision Map Act.

Not only does the Subdivision Map Act provide for the use of statutory and discretionary extensions to extend the life of a tentative subdivision map beyond the initial term set in a development agreement, local jurisdictions have granted discretionary extensions that resulted in maps being extended well beyond the term of a development agreement. For example, the El Dorado Hills Specific Plan Development Agreement in El Dorado County expired in February 2009, but El Dorado County has granted several discretionary extensions resulting in tentative map expiration dates in 2025. (See, e.g., El Dorado County Planning Commission, March 14, 2019 Meeting, Legistar File 19-0339 [approving six one-year discretionary time extensions to the approved tentative subdivision map resulting in a new expiration date of February 9, 2025 despite the expiration of the underlying development agreement in 2009].) Similarly, the development agreement for the Parkway Village expired in May 2011, but the City of Folsom exercised its discretion to approve and amend tentative subdivision maps in 2017. (See Folsom City Council, November 14, 2017 Meeting, Agenda Item No. 7b [granting amendment of a tentative subdivision map for Village H1 and H2 that had not yet expired even though the development agreement expired in 2011].)

In contrast, when a local jurisdiction seeks to limit potential extensions after expiration of the initial term in the development agreement, the development agreement provides for the express waiver of the developer's rights under the Subdivision Map Act. For example, a development agreement for a residential project in Los Banos provides, "As long as this Agreement is not cancelled, it is the intent of the Developer *to waive any and all rights and claims to extend the Tentative Map as might otherwise be permitted* by Government Code, §66452(a), as a result of conditions of approval, which require the subdivider to construct specified offsite improvements." (City of Los Banos City Council, June 1, 2022 Meeting, Agenda Item No. 8.B.)

With this legal authority and the additional application information requested from our client, it is our expectation that our client's application will be timely processed. If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Very truly yours,

HEFNER, STARK & MAROIS, LLP

By 
Chad E. Roberts

cc: Bret Finning, Planning Services Manager
Andrew Katakis, Capital Equity Management
Dave Cook, Cook Development Consulting Services, LLC

RESOLUTION NO. 2022-127

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROCKLIN APPROVING A MODIFICATION TO A TENTATIVE SUBDIVISION MAP
AND OAK TREE PRESERVATION PLAN PERMIT

(Granite Lake Estates/SD-2000-02A and TRE-2000-33A)

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

Section 1. The City Council of the City of Rocklin finds and determines that:

A. Granite Lakes Estates a 119-lot subdivision in southeast Rocklin was approved on May 28, 2002 via City Council Resolution 2002-166. A substantial compliance modification of the project subsequently eliminated 6 lots reducing the total to 113. To date 48 lots have been developed and built out and 65 lots remain undeveloped. This modification proposes changes to the conditions of approval intended to facilitate the construction of the Monument Springs bridge and roadway extensions by allowing construction of additional homes prior to completion of the bridge and roadway improvements in support of the creation of a Community Facilities Finance District and issuance of Bond Opportunities for Land Development (BOLD) bonds. In addition, there are some revisions to old or outdated conditions.

B. An environmental impact report (EIR) for this project was certified via City Council Resolution 2002-165 on May 28th, 2002. An Addendum to the EIR has been prepared and certification for this modification via City Council Resolution 2022-98.

C. Upon approval of this Resolution modifying the conditions of approval for the Granite Lake Estates Tentative Subdivision Map by the City Council will rescind and supersede in its entirety City Council Resolution 2002-166.

D. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

F. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

G. The site is physically suitable for the proposed type and density of development.

H. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage, nor will they substantially and avoidably injure fish or wildlife or their habitat.

I. The design of the subdivision and type of improvements will not cause serious public health problems.

J. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.

K. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The tentative subdivision map (SD-2000-02) and Oak Tree Preservation Plan Permit (TRE-2000-33) as depicted in Exhibit(s) A attached hereto and by this reference incorporated herein, are hereby approved, subject to the modified conditions listed below. Unless otherwise expressly stated, the subdivider applicant is soley responsible for satisfying each condition, and each of these conditions must be satisfied prior to or concurrently with the submittal of the final map with the City Engineer for the purpose of filing with the City Council.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Utilities.

a. Water – Water service shall be provided to the subdivision from Placer County Water Agency (PCWA) in compliance with all applicable PCWA standards and requirements. PCWA shall verify ability to serve the

subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All necessary improvements shall be included on the subdivision improvement plans.

b. Sewer – Sewer service shall be provided to the subdivision from South Placer Municipal Utility District (SPMUD) in compliance with all applicable SPMUD standards and requirements. SPMUD shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All improvements shall be included on the subdivision improvement plans.

Copies of any required permits from federal, state, and local agencies having jurisdiction over wetland/riparian areas, which may be impacted by the placement of the sewer system within the plan area, shall be submitted to SPMUD prior to approval of the sewer plan for the project.

1) Sewer access shall be maintained to the SPMUD trunk sewer line and maintenance access road traversing the northwest portion of the project site. The easement shall not be blocked by cross fences, structures, or other lot improvements.

2) Construction of the proposed paved bicycle/pedestrian trail shall be coordinated with SPMUD. Any damage to the sewer caused as a result of grading or construction operations for this project will be the responsibility of the subdivider/ owner/contractor and corrected at their expense.

c. Internet, Telephone, Gas, and Electricity – Internet, telephone, gas and electrical service shall be provided to the subdivision from Consolidated Communications / Pacific Bell, Wave Broadband or other local provider, and Pacific Gas & Electric (PG&E).

d. Postal Service – Mailbox locations shall be determined by the local postmaster. A letter from the local postmaster verifying all requirements have been met shall be filed with the City Engineer.

e. No suspended utility lines other than those incorporated into the Monument Springs Bridge design will be permitted across the creek. Compliance with this requirement shall be confirmed by the City Engineer during review of Improvement Plans.

2. Schools.

a. Financing: The following conditions shall be satisfied to mitigate the impact of the proposed development on school facilities:

1) At the time of issuance of a building permit, the subdivider shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995, to the satisfaction of the Rocklin Unified School District.

2) The above condition shall be waived by the City Council if the subdivider and the District reach agreement to mitigate the impacts on the school facilities caused by the proposed development and jointly request in writing that the condition be waived.

b. Bus Stops: Improvement plans shall include school bus stops at the locations identified by the Rocklin Unified School District.

3. Fire Service.

a. Improvement plans shall show the location and size of fire hydrants and water mains in conformance with the standards and requirements of the Rocklin Fire Chief and Placer County Water Agency.

b. An emergency access for fighting wildland fire shall be provided for each phase of the final map. Temporary easements if required shall remain in place until such time as one of the two projects (Quarry Ridge and Granite Lakes Estates) is developed and the adjacent project has graded a parallel public roadway (replacement for the emergency easement) within the subdivision to the satisfaction of the Fire Chief. The temporary access easements, as determined by the Fire Chief, shall be located as follows:

1) For emergency fire access along Lots 41 through 55 the subdivider will dedicate a temporary 10-foot emergency fire access easement. The proposed easement will run from Lot 55 (the point where the easterly boundary of the project site and the existing Boardman Canal meet on Lot 55) to the far southwest corner of the project site (Lot 41). The 10-foot easement will connect to an existing 30-foot Roadway and P.U.E. (per799/292). This existing 30-foot road and P.U.E. will then connect to Road 5 as shown on sheet 1 of 8 of Exhibit A.

2) For emergency fire access along the project's easterly boundary the subdivider will dedicate a temporary 10-foot emergency fire access easement. The proposed easement will run parallel to the easterly property line across the back of Lots 62, 64, 65, 70, 71, 72, and 80.

c. An open space management plan shall be prepared by the project subdivider and approved by the Director of Public Works and Fire Chief prior to recording of any final maps for the project. The Open Space Management Plan shall include a Fuels Modification Plan, which addresses the following:

- Removed brush and trees (under 6-inches diameter at breast height) within all fuel breaks should be chipped.
- All undeveloped lots shall be subject to the City's Weed Abatement Program and follow established guidelines for fuel modifications.
- Access points should be developed for open space areas, and the fuel break should have emergency vehicle access through the entire area.

d. Proposed street names shall be reviewed and approved by the Rocklin Fire Chief.

e. The subdivision shall be annexed into Rocklin Community Facilities District No. 1.

4. Drainage and Flood Control.

a. A master drainage plan shall be prepared and submitted prior to or concurrently with the subdivision improvement plans. The plan shall contain the following:

1) The large quarry shall be designed as a detention basin. Runoff water shall be detained in the detention basin (existing large quarry) consistent with the Nonstructural Policy Recommendations in the Dry Creek Plan and PCFCWCD determinations to allow for settling of sediment and heavy runoff particulates (i.e., naturally occurring metals).

2) Individual lot drainage, with individual lot drainage features, such as lined drainage swales, being included in the improvement plans;

3) Location and specifications of on-site detention basin(s).

b. All necessary drainage easements shall be shown and offered for dedication (or Irrevocable Offer of Dedication provided) on or with the final map.

c. A Detention Basin Maintenance Plan shall be prepared and implemented as indicated in Condition 13(b)(6) under Homeowners Association Items and Responsibilities.

d. The subdivider shall enter into a written agreement with the City of Rocklin not to protest or oppose the establishment or formation of an improvement, assessment or similar district or area of benefit, or the levy or imposition of any assessment, fee, lien, tax or other levy, whether or not in connection with a district or area of benefit, for the purpose of flood and drainage control in the City of Rocklin. The agreement shall also indemnify the City against claims arising from subdivider's construction of improvements or development of the subdivision and shall be recorded and binding on successors in interest of subdivider.

e. The final map shall comply with Rocklin Municipal Code chapter 15.16 (Flood Hazard), including the following:

1) Delineation of the 100-year floodplain elevation;

2) Identification of finish floor elevation of each lot at two (2) feet above the 100-year floodplain elevation;

3) Notation that any building constructed on any lot may require flood zone development approval from the City Engineer;

4) Recordation of flood zone easement across the area of the 100-year floodplain boundary or fifty (50) feet from center line; whichever is greater.

f. Subdivider shall prepare a storm water pollutant protection plan (SWPPP) for review and approval by the State Regional Water Quality Control Board as part of the project's drainage improvement plans.

g. Appropriate Best Management Practices (BMPs) and Best Available Technologies (BATs) shall be incorporated into the final project design to reduce urban pollutants in runoff, consistent with goals and standards established under federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives.

Stormwater runoff BMPs selected from the Storm Water Quality Task Force (California Storm Water Best Management Practices Handbook, 1993), the Bay Area Stormwater Management Agencies Association Design Guidance Manual, or equally effective measures shall be identified prior to final design approval. To maximize effectiveness, the selected BMPs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Typical BMPs that could be used at the Proposed Project include, but are not limited to, the following:

- Minimize sources of concentrated flow by maximizing use of natural drainages to decelerate flows, collect pollutants and suspended sediment;
- Establish vegetation in stormwater drainages to achieve optimal balance of conveyance and water quality protection characteristics;
- Placement of velocity dissipaters, rip-rap, and/or other appropriate measures to slow runoff, promote deposition of waterborne particles, and reduce the erosive potential of storm flows;
- Prompt application of soil protection and slope stabilization practices to all disturbed areas; and
- Utilization of the proposed stormwater system's detention basins collect and temporarily detain stormwater so that sediment can settle prior to being discharged into the waterways.
- Creation of storage basins consisting of depressed areas, usually lined, that are sized to hold storm runoff and settle out material (the facility usually has a type of outlet device that is above the bottom of the basin or a small rip rapped berm over which the treated water can flow);
- Creation of a below-ground storage basin consisting of vertical or horizontal corrugated metal or HDPE pipes sized to allow the volume of water required to be treated to percolate into the ground;
- Use of fossil filters consisting of small filters that are placed like troughs around the inside top drain inlets or at ditch outlets.
- Creation of underground stormwater interceptors, which are underground tanks, similar to septic tanks, that are designed to allow material to settle out and also can have a grease trap to separate oil and petroleum products, prior to discharge; and

- Use of rock-lined ditches, which are surface ditches that are lined with rock, with or without filter material, with the rock lining material designed to allow water to filter into the ground.

h. Provisions for the maintenance and periodic inspection of permanent drainage facilities outside of the public right-of-way by the Granite Lakes Estates Homeowners Association will be provided for in the Covenants, Conditions, and Restrictions (CC&Rs) as noted in Condition 13(b)(7) under Homeowners Association Issues and Responsibilities.

i. Ongoing water quality and sediment monitoring and remediation, if necessary, are addressed in Conditions 13(b)(8, 9, &10) under Homeowner Association Issues and Responsibilities.

j. Oil and grit separators shall be provided at the last outfall before storm water is released to the creek. The design and location of the separators shall be to the satisfaction of the City Engineer.

k. Prior to recording of the final map and conveyance of the open space parcels (other than Parcel J) to the Homeowners Association, the subdivider shall be required to retain a qualified professional to conduct a more detailed evaluation of the existing pond/dam's stability, and complete any necessary improvements to the satisfaction of the City Engineer.

l. 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.

5. Grading.

a. A master grading plan shall be included with the subdivision improvement plans.

b. Individual lot grading shall be in accordance with Exhibit A and the provisions of the Granite Lakes Estates Grading Design Guidelines adopted per City Council Resolution Number 2002-167.

6. Improvements/Improvement Plans.

a. The following subdivision improvements shall be designed and constructed and/or installed:

1) All on-site standard subdivision improvements, including streets, curbs, gutters, sidewalks, drainage improvements, utility improvements (including cable television trenching), street lights, and fire hydrants.

2) Deleted.

3) The following on-site special improvements:

i) The subdivider, prior to grading, shall provide safety measures, such as fencing and warning signs around the quarries to prevent unauthorized access. Final plans shall provide for the construction of an 8-foot high wrought iron style fence that meets pool fencing criteria (i.e., openings of no more than four inches (4") apart) and a self-latching access gate around each quarry to the satisfaction of the Community Development Director. Access provisions shall be provided for the Director of Public Works and the Rocklin Fire Department.

ii) The subdivider shall encase the Boardman Canal as required by, and in compliance with the standards established by the Placer County Water Agency (PCWA). If the PCWA does not require the encasement of this portion of the canal, the subdivider shall construct a fence a minimum of 6 feet high, consisting of black vinyl coated chain link fencing along the north westerly side of the Boardman Canal for the length of the property, to the satisfaction of the Community Development Director, Fire Chief, and PCWA.

iii) The subdivider shall design and construct a 10-foot wide paved bicycle and pedestrian trail with two-foot wide shoulders constructed of decomposed granite or other acceptable material (unless narrower shoulders are necessary at specific locations to avoid impacts to trees or other resources as determined by the City Engineer), through the Open Space Lot J and dedicate said trail to the City upon completion of all of the trail facilities. Trail construction shall be completed as part of Phase I improvements. Construction of the bicycle and pedestrian trail access to be adjacent to the southern boundary of Lot 13 as shown on the Tentative Subdivision Map. Temporary access on Greenbrae Road shall be provided to the access

point of the trail. The trail should contain center line striping and signage as determined necessary by the City Engineer.

iv) The proposed Residential Street cross sections consisting of a 46-foot-wide right-of-way for standard streets and 42' wide right-of-way for cul-de-sacs with sidewalk on one side only shall incorporate the use of vertical curbs rather than a rolled curb design on the side without sidewalk.

v) Appropriate traffic calming features such as circles, narrowings, and stop signs (where warranted) shall be installed at locations determined most appropriate by the City Engineer as part of the Improvement Plan process. Landscaping of these features shall be provided to the satisfaction of the Community Development Director. Likely locations for these types of features include but are not limited to, the second intersection of Monument Springs Drive and Greenbrae Road, the intersection of Monument Springs Drive and Road 5, and on Monument Springs Drive between the two cul-de-sacs on either side of Open Space Parcels C and D.

vi) Emergency access for the project shall be provided as indicated on Exhibit A on the page entitled Temporary Emergency Access, and shall only be modified with the approval of the Fire Chief and other circumstances noted in Condition B(3)(b).

4) The following off-site improvements:

Monument Springs Drive

i) The subdivider shall have formed a Bond Opportunities for Land Development (BOLD) Community Facilities District (CFD) consistent with policies and procedures for Land Secured Financings adopted pursuant to Resolution No. 2005-112 for purposes of financing construction of the Monument Springs bridge, roadway extension, and other eligible improvements prior to commencement of any site work for the subdivision.

ii) Prior to issuance of the 49th building permit, construction of Monument Springs Drive from the northern boundary of the subdivision, across the parcel to the north of the

Project site commonly known as the "Bell property," to connect the Property to the existing terminus of Monument Springs Drive, as shown on Exhibit A, shall be completed. This extension of Monument Springs Drive shall include design and construction of a bridge over Secret Ravine Creek.

iii) The Monument Springs Drive extension through the Bell property shall contain at minimum, two travel lanes and sidewalk on the east side.

Bridge Design and Construction

iv) The design of the Monument Springs bridge shall be generally consistent with Sheet 8 of 8 in Exhibit A.

v) The project subdivider shall minimize impacts to mature riparian trees, while still meeting the easement and engineering requirements of siting the crossing.

vi) The design angle of all crossings along Secret Ravine Creek shall minimize riparian disturbances while maintaining proper and safe street design.

vii) The subdivider shall obtain any required Streambed Alteration Agreement from the CDFW and replace any damaged riparian vegetation as recommended by the CDFW. If CDFW informs the project applicant and /or any developers that a Streambed Alteration Agreement is not required, the project applicant and/or any developers shall comply with the proposed mitigation measures, minimization and avoidance measures, and other environmentally protective terms set forth in the June 29, 2018, "1602 Streamed Alteration Agreement Application Package" for Granite Lake Estates submitted to CDFW, as prepared by Madrone Ecological Consulting

viii) The subdivider shall design and implement a siltation and erosion control program for stream crossing areas prior to construction to the satisfaction of the City Engineer. The Public Works inspector shall monitor ongoing construction activities to assure compliance.

ix) Runoff from the bridge deck shall not be allowed to drain directly into the creek. The bridge shall be designed to avoid

road gradients down to the bridge crossing that allow road drainage onto the bridge. The bridge shall be designed to include a side gutter or other similar feature to collect runoff from the deck to drain into the stream bank vegetation so that sediments can be filtered before reaching the stream.

x) The bridge shall be designed to have a minimum of three-(3) feet clearance above the 100-year flood surface elevation.

xi) The subdivider shall work with SPMUD and the City of Rocklin to incorporate a sewer crossing within the Monument Springs Bridge.

5) Deleted

6) The following off-site improvements within the City of Rocklin:

i) Deleted.

ii) The subdivider shall improve the frontage of the parcel assigned as APN 046-030-051 (Meinzer). At minimum the improvements shall consist of curb and gutter.

b. Improvement plans for all subdivision improvements shall conform with the City's Standard Specifications then in effect, and shall be submitted to and reviewed and approved by the City Engineer. Approval by the City Engineer shall be valid for a period of two years. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances.

c. shall be constructed and/or installed prior to submitting the final map with the City Engineer for the purpose of filing with the City Council, unless, at the discretion of the discretion of the City Council, the subdivider executes the City's standard form subdivision improvement agreement and provides the financial security and insurance coverage required by the agreement, prior to or concurrent with submitting the final map with the City Engineer. The construction of the Monument Springs bridge and roadway improvements shall be included in any subdivision improvement agreement(s), or in a separate agreement approved concurrently, including the posting of a bond or bonds for unfinished work.

d. Improvement plans shall contain provisions for dust control, revegetation of disturbed areas, and erosion control, in conformance with the requirements of the City Engineer. If an application for a grading permit is made prior to execution of a subdivision improvement agreement, it shall include an erosion control plan approved by the City Engineer and shall be accompanied by financial security to ensure implementation of the plan.

e. All rights-of-way and easements associated with the subdivision improvements shall be offered on, or by separate instrument concurrently with, the final subdivision map.

f. The following shall be included in the project notes of the improvement plans to the satisfaction of the City Engineer:

Air Quality

1) Deleted

2) Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.

3) All grading operations shall be suspended when wind speeds exceed 25 m.p.h.

4) All adjacent paved streets shall be swept during construction.

5) All trucks leaving the site shall be washed off to eliminate dust and debris.

6) All construction equipment shall be maintained in clean condition.

7) All exposed surfaces shall be revegetated as quickly as feasible.

8) If fill dirt is brought to the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.

9) Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.

10) Construction equipment shall be properly maintained and in good operating condition.

11) Construction equipment exhaust emissions shall not exceed District Rule 202 "Visible Emission" limitations.

12) No open burning of any kind shall be allowed.

13) Construction equipment operators shall shut off equipment when not in use to avoid unnecessary idling. As a general rule, vehicle idling should be kept below 5 minutes.

14) The prime contractor shall submit to the Placer County Air Pollution Control District (PCAPCD) 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, may conduct as necessary initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.

15) 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.

16) Contractors shall use new low emission technologies to control ozone precursor emissions as they become available and feasible.

Noise

17) All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have manufacturer installed mufflers.

18) Equipment warm up areas, water tanks, and equipment storage areas shall be located in areas as far away from existing residences as is feasible.

19) The subdivider/contractor shall comply with the City of Rocklin Construction Noise Compatibility Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on

weekdays and between 8:00 a.m. and 7:00 p.m. on weekends to the satisfaction of the Public Works Director and/or Building Official.

Archaeological Resources

20) If, during construction outside of the areas designated as CA-PLA-668 and CA-PLA-671, the project subdivider, any successor in interest, or any agents or contractors of the subdivider or successor discovers a cultural resource that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and the United Auburn Indian Community of the Auburn Rancheria ("Indian Community") shall be immediately notified. Work within the area surrounding the find (i.e., an area created by a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the subdivider's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or an unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtained from the Indian Community within 72 hours (excluding weekends and State and federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact.

In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the subdivider and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, an historical resource, nor a unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1.

21) If, during construction outside of the areas designated as CA-PLA-668 and CA-PLA-671, the subdivider, any successor in interest, or any agents or contractors of the project subdivider or successor discovers any human remains, the following steps should be taken:

i) There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

(a) The project subdivider or its successor in interest contacts the Placer County Coroner so that Coroner can determine whether any investigation of the cause of death is required, and

(b) If the Coroner determines the remains to be Native American:

(1) The Coroner shall contact the Native American Heritage Commission within 24 hours (excluding weekends and State and federal holidays).

(2) After hearing from the Coroner, the project subdivider or its successor in interest shall immediately notify the City of Rocklin and the United Auburn Indian Community of the Auburn Rancheria ("Indian Community") of the Coroner's determination, and shall provide the Indian Community the opportunity, within 72 hours (excluding weekends and State and federal holidays) thereafter, to identify the most likely descendant.

(3) The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.

(4) The most likely descendent, as identified by either the Native American Heritage Commission or the Indian Community, may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98, or

(ii) Subject to the terms of paragraph (iii) below, where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.

(a) The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours (excluding weekends and State and federal holidays) after being notified by the Commission.

(b) The Indian Community is unable to identify a most likely descendent, or the most likely descendant identified by the Indian Community failed to make a recommendation within 72 hours (excluding weekends and State and federal holidays) after the project subdivider or its successor notified the Indian Community of the discovery of human remains; or

(c) The landowner or its authorized representative rejects the recommendation of the descendant identified by the Commission, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

iii) In the event that the Coroner determines that the remains are Native American in origin, and the Native American Heritage Commission and the Indian Community agree that the remains are of a person associated with the historic United Auburn Indian Community, the project subdivider or its successor, if permitted by state law, shall provide the remains and any associated grave goods to the Indian Community with the understanding that the Indian Community will provide for burial with appropriate dignity at an appropriate location that will not be subject to future disturbance.

Geotechnical, Blasting, and Hazardous Materials

22) The recommendations presented in the geotechnical reports prepared by Raney Geotechnical (Geotechnical Investigation – Granite Lakes Estates, Greenbrae Road, Rocklin, California, December 17, 1999) and Brown & Mills Inc. Geotechnical

Investigation (Report, Proposed Roadway Bridge, Monument Springs Drive, Rocklin, California, July 15, 1999), shall be followed to ensure that site preparation and construction methods are completed in accordance with the physical parameters of the project site.

23) If blasting activities are to occur in conjunction with site development, the contractor shall conduct the blasting activities in compliance with State and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any blasting activities. Information submitted in order to obtain a blasting permit includes a description of the work to be accomplished and a statement of necessity for blasting as opposed to other methods considered, including avoidance of hard rock areas and safety measures to be implemented such as the use of blast blankets. The contractor shall coordinate any blasting activities with police and fire departments to ensure proper site access control, traffic control, and public notification including the media, nearby residents, and businesses, as determined appropriate by the Rocklin Police Department. Blasting specifications and plans shall include a schedule that outlines the time frame that blasting will occur to limit noise and traffic inconveniences.

24) If evidence of soil contamination, such as stained soil, or other evidence of hazardous materials is encountered during construction activities, work shall cease until an environmental professional, retained at the subdivider's expense, has evaluated the situation and identified necessary and appropriate follow-up actions. As part of this process, the City shall ensure that any necessary investigation or remmediation activities conducted in the project area are coordinated with the Placer County Division of Environmental Health and, if needed, other appropriate state agencies.

25) If, during construction, groundwater is encountered and dewatering is necessary, the water shall be analyzed by an environmental professional, retained at the subdivider's expense, to determine if the water contains elevated levels of contaminants that could present a risk to construction workers and to identify appropriate disposal methods prior to removal. Work shall not continue until results of the water analyses have been reported and the Placer County Division of Environmental Health has been informed and provided guidance.

Monument Springs Drive Extension/Bridge Construction – Work within the Creek Areas

26) Construction work within the creek shall generally be confined to the time periods identified by the CDFG through the 1603 Streambed Alteration Agreement (typically April 15 through October 15), in order to minimize erosion and impacts on the October-November spawning run and April-May out-migration of Chinook salmon.

27) Once the precise location of any creek crossing is determined, the construction zone (corridor) shall be flagged to allow easy identification. Heavy equipment shall be operated only within this designated corridor.

28) Deleted

29) Deleted

30) Deleted

31) Deleted

32) All protective paint coatings to the bridge materials shall be applied before construction and all hardware shall be galvanized. If painting is required, precautionary measures shall be taken.

33) If deck panels are made "composite" with the girders, fill joints with high, early-strength concrete. The underside of the joints must be securely blocked off to avoid concrete dripping into the stream below. Similarly, when joints are filled with bituminous (non-composite deck panels) for removable structures, ensure the lower part of the joints is well sealed with non-toxic filler.

34) Vegetation within the road clearing shall be retained to the extent practicable to prevent erosion and minimize disturbance to fish habitat.

7. Improvements in the Public Right-of-way

The subdivider shall obtain an encroachment permit for all improvements within the City of Rocklin right-of-way. Subdivider 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 City right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of subdivider 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.

8. Landscaping.

a. Landscaping shall be installed in all public areas associated with traffic calming features required by the City Engineer and incorporated into the Improvement Plans. Final landscaping plans shall be prepared by the subdivider and approved by the Community Development Director and Public Works Director. The approved landscape plans shall be included in the improvement plans submitted to the City Engineer for approval. The landscaping plans shall comply with the following:

1) The landscaping plan shall be prepared by a landscape architect.

2) The plan shall be certified by the landscape architect that (a) topsoil within the landscape area is suitable for the proposed landscaping, and (b) that the landscape plan meets the requirements of the Water Conservation in Landscaping Act. Government Code §65591 et seq.

3) The plan shall include an automatic irrigation system.

b. All improvements shall be constructed and/or installed prior to submitting the final map with the City Engineer for the purpose of filing with the City Council, unless the subdivider executes the City's standard form landscaping improvement agreement and provides the financial security and insurance coverage required by the agreement, prior to or concurrent with submitting the final map with the City Engineer.

c. The subdivision shall be annexed into Rocklin Community Facilities District No.5 to provide for public maintenance of the landscaping and lighting located within the public right-of-way. The subdivider shall maintain the landscaping and irrigation systems for two years from the date the landscaping is accepted by the City, without reimbursement from the District. Subdivider shall apply for and obtain an encroachment

permit from the City Engineer to do the maintenance prior to the landscaping being accepted by the City.

9. Trees.

a. Prior to the issuance of any grading permit for any portion of the subdivision, an inventory of all existing trees in the subdivision and a schedule of removal of those trees shown on the tentative map to be removed shall be submitted to and approved by the Director of Community Development.

b. Mitigation for all oak trees authorized to be removed within the City of Rocklin shall be per the City of Rocklin Oak Tree Ordinance and may include a combination of replacement plantings or payment of in lieu fees.

If fees were utilized as mitigation for all tree removal the estimated fees would be $549,158.40

c. Deleted

d. The subdivider shall retain a certified arborist to review the design of the subdivision improvements and recommend measures to protect the trees, which are designated to remain, both during construction and afterwards. These measures shall be incorporated into, or filed prior to or concurrently with the subdivision improvement plans, for review and approval of the City Engineer. The protection measures shall include appropriate fencing around those trees to remain. The protection measures shall be approved prior to the issuance of a grading permit for all or any portion of the subdivision.

e. The subdivider shall retain a certified arborist to prepare and implement an inspection plan providing for the periodic inspection of the site during grading and construction, and verification to the City Engineer that the approved protection measures are properly implemented.

10. Parks.

a. Park fees shall be paid as required by Rocklin Municipal Code Chapter 17.71 and Chapter 16.28. The amount of the fee per single family unit is $1,985.

11. Hillside and Bluff Protection.

a. An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over that portion of the subdivision described as follows for purposes of hillside and bluff protection:

Lots 41 through 57 except the area contained within 130 linear feet from the front property line of each of those lots.

The easement shall be in substantial compliance with the City's form Grant of Open Space and Conservation Easement, and shall prohibit among other things, grading, removal of native vegetation except for fire prevention purposes, deposit of any type of debris, lawn clippings, chemicals or trash, and the building of any structures, including fencing, except that fencing described along the Boardman Canal in Condition 6(a)(3)(ii) is permitted.

b. The final map shall show a primary structure setback line located parallel to and 20 feet from the boundary of the open space and conservation easement.

12. Riparian Area and Creek Protection.

a. An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over that portion of the subdivision described as follows for purposes of riparian area and creek protection:

Open Space Lots A, B, C, D, E, F, G, H, K and the parcel that will be created containing the small quarry. These sites will be open space parcels held in common ownership by the Homeowners Association.

The easement shall be in substantial compliance with the City's form Grant Of Open Space And Conservation Easement, and shall prohibit, among other things, grading, removal of native vegetation, deposit of any type of debris, lawn clippings, chemicals, or trash, and the building of any structures, including fencing; provided, that native vegetation may be removed as necessary for fire prevention. Native vegetation removed for flood control and protection shall also be permitted pursuant to a permit issued by the California Department of Fish and Game.

b. The open space area shall be permanently marked in the field with 4" x 4" concrete posts or other suitable and permanent markers.

13. Home Owners Association Items and Responsibilities.

Open Space -- Common Areas -- Maintenance

a. The following portions of the subdivision are proposed to be common areas:

Open Space Lots A, B, C, D, E, F, G, H, K and the parcel that will be created containing the small quarry.

b. Subdivider shall provide for the maintenance of the common area through formation of a homeowner's association. The documents creating the homeowner's association shall meet the following requirements:

1) Assignment to the homeowner's association responsibility for maintenance of riparian areas, water quality in ponded waters, wetlands, detention basins, mosquito control, and other common areas and structures.

2) The Homeowners Association will also be required to retain a qualified professional to monitor and correct any degradation of the downstream slope that may occur during the life of the existing pond/dam.

3) Assignment to the Homeowner's Association responsibility to monitor and report to the City of Rocklin on activities and violations of any of these conditions, easement restrictions, or any other ordinance, rule or regulation of the City occurring within the common area.

4) Statement that the City may, at its option, cause the maintenance of the common areas to be performed and assess (lien) the cost to the homeowner's association in the event the common area is not maintained in accordance with the approved plans. (RMC §17.60.040)

5) Implementation of the Open Space Management Plan referred to in Condition 3(c) must be carried out on an ongoing basis by the Homeowner's Association within all open space parcels that are not dedicated to the City.

Detention and Drainage Facilities Maintenance

6) A detention basin maintenance plan shall be developed by the subdivider and submitted to and approved by the City Engineer. The plan shall include a program for the operation and maintenance of the drainage facilities to ensure that flooding impacts are not experienced because of a lack of maintenance. Financial obligations for implementation of the program by the Homeowners Association shall be identified as part of the program.

7) Provisions for the maintenance and periodic inspection of permanent drainage facilities outside of the public right-of-way by the Homeowners Association will be provided for in the Covenants, Conditions, and Restrictions (CC&Rs). These provisions would include periodic inspection, cleaning, and the replacement of filter materials, as necessary to retain the integrity of the BMP. Homeowners Association Maintenance activities shall be conducted to the satisfaction of the Director of Public Works.

Water Quality and Sediment Monitoring and Remediation

8) The Homeowners Association shall contract with a qualified professional to conduct annual water quality testing at the detention basin, pond, and at locations upstream and downstream of the project site to ensure consistency with standards set by the RWQCB, to the satisfaction of the Public Works Director, and to further ensure that water coming into Secret Ravine Creek from the project site will result in no net adverse change in water quality in Secret Ravine Creek. Costs associated with the water quality testing shall be funded by the Homeowners Association. The Covenants, Conditions, and Restrictions (CC&Rs) for the project shall:

   i) provide for the collection of an assessment from property owners sufficient to fund this testing in perpetuity,
   ii) require the Homeowners Association to furnish annual reports of the water quality tests to the City's Public Works Director,
   iii) expressly include an obligation that water coming into Secret Ravine Creek from the project site will not, by itself, result in any net adverse change in water quality in Secret Ravine Creek, and
   iv) provide the City with the legal right to seek an injunction against the Homeowners Association in the event that the

water quality tests are not performed or the 'no net adverse change in water quality standard' is not satisfied.

v) provide the City with the legal right to enter Homeowners Association owned property for the purpose of water quality testing by the City.

vi) provide that the City may, at its option, cause the required water quality and sediment testing/monitoring to be performed and assess (lien) the Homeowner's Association for all costs associated with these activities in the event that the testing/monitoring is not being completed in accordance with the conditions of approval and mitigation monitoring plan for the project.

9) If the results of the water quality testing indicate stormwater discharges from the project site are contributing to water quality degradation in Secret Ravine Creek, as determined by the Director of Public Works, the Homeowners Association shall contract with a qualified professional to develop and implement a remediation plan to ensure no net change in water quality due to water entering Secret Ravine Creek from the project site. Plan actions could include, but would not be limited to: procedures for managing known or potential changes in water quality (e.g., additional physical or administrative source controls); and/or remediation.

10) In addition to the water quality testing described above, information regarding the depth to sediment in detention facilities and the onsite pond shall be provided every two years or other time frame approved by the Director of Public Works. This requirement will begin the first year that grading construction commences.

If it is determined (through consultation with the Director of Public Works) that sediment needs to be removed from the pond and/or detention facilities to ensure adequate stormwater capacity is available, the contractor shall implement appropriate BMPs to protect terrestrial and aquatic resources and water quality to the satisfaction of the Public Works Director. Sediments removed shall be tested for contaminants and disposed of according to laws and regulations in effect at that time. All costs associated with sediment monitoring, removal, and disposal shall be paid by the Homeowner's Association.

12) The Homeowners Association shall retain a qualified professional

to monitor and correct any degradation of the downstream slope that may occur during the life of the existing dam.

13) Unless already addressed by the subdivider or the contractor for the project through implementation of Condition 14(e), the Homeowners Association shall be responsible for retention of a qualified biologist to monitor wetland areas in the southern portion of the project site during at least one growing season after the Boardman Canal is piped to determine if the wetland areas lose value and function due to the removal of this potential water source. If necessary the Homeowners Association shall also be responsible for any wetland replacement that may be required by the USCOE.

c. The documents creating the homeowner's association shall be structured so that the obligations and duties of the HOA imposed by these conditions are irrevocable and binding upon the HOA in perpetuity. The formation document shall be reviewed and approved by the City Attorney for compliance with the conditions of approval stated in this Resolution.

14. Biological Resources/Wetlands Preservation.

The following shall be incorporated in the project Improvement Plans:

a. The subdivider shall mitigate impacts to ensure the avoidance of any net loss of seasonal wetlands and jurisdictional waters of the United States, or the bed, channel, or bank of any stream. Such avoidance may be achieved by implementing and complying with the provisions of the Clean Water Act, as administered by the U.S. Army Corps of Engineers, under Section 404 of the Clean Water Act, and under Sections 1600 – 1607 of the California Fish and Game Code, as administered by the California Department of Fish and Wildlife (CDFW), which includes obtaining all required permits from the U.S. Army Corps of Engineers and entering into a Streambed Alteration Agreement with CDFG and complying with all terms and conditions of those permits and agreements.

If CDFW informs the project applicant and /or any developers that a Streambed Alteration Agreement is not required, the project applicant and/or any developers shall comply with the proposed mitigation measures, minimization and avoidance measures, and other environmentally protective terms set forth in the June 29, 2018, "1602 Streamed Alteration Agreement Application Package" for Granite Lake

Estates submitted to CDFW, as prepared by Madrone Ecological Consulting.

b. The subdivider shall mitigate impacts to elderberry shrubs hosting the Valley Elderberry Longhorn Beetle (VELB) by avoiding any net loss of such shrubs. Such avoidance may be achieved by entering into a formal consultation with the US Fish and Wildlife Services (USFWS), by obtaining the necessary take permit for VELB, and by taking all necessary steps required to comply with the take permit issued by USFWS for avoidance and replacement of elderberry shrubs consistent with USFWS guidelines.

Subdivider shall submit to the Community Development Director and the City Engineer verification from the USFWS that the project meets all regulations and that the subdivider has obtained all required permits relating to elderberry shrubs hosting the Valley Elderberry Longhorn Beetle (VELB).

c. The subdivider shall develop a revegetation plan (in consultation with CDFG) which shall compensate for riparian acreage eliminated by stream crossing construction. This plan will require approval by the CDFG and shall be implemented by a qualified revegetation contractor.

d. Delete

e. The subdivider, contractor, and/or Homeowners Association shall retain a qualified biologist to monitor wetland areas in the southern portion of the project site during at least one growing season after the Boardman Canal is piped to determine if the wetland areas lose value and function due to the removal of this potential water source. Monitoring reports shall be submitted to the City of Rocklin Community Development Department and the USCOE. If necessary the wetland areas shall be replaced consistent with the USCOE requirements.

f. The subdivider, in consultation with the City of Rocklin and CDFG, shall conduct a one-time pre-construction raptor breeding-season (approximately February 1 through September 1) survey of the project site during the same calendar year that construction is planned to begin. The survey is to be conducted at some time within the timeframe described above.

If phased construction procedures are planned for the Proposed Project, the results of the above survey shall be valid only for the season when it is conducted.

The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey are nesting on or directly adjacent to the Proposed Project site.

A description of methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited and persons contacted. A map showing the location(s) of any raptor nests observed on the project site.

If the above survey does not identify any nesting raptor species on the project site, no further mitigation would be required. However, should any raptor species be found nesting on the project site, the following mitigation measure shall be implemented.

The subdivider, in consultation with the City of Rocklin and CDFG, shall avoid all birds-of-prey nest sites located in the project site during the breeding season while the nest is occupied with adults and/or eggs or young. The occupied nest shall be monitored by a qualified raptor biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. The size of the buffer zone will be determined in consultation with the City and CDFG. Highly visible temporary construction fencing shall delineate the buffer zone.

g. If a legally-protected species nest is located in a tree designated for removal, the removal shall be deferred until after September 1st, or until the adults and young are no longer dependent on the nest site as determined by a qualified biologist.

15. Archaeological Resources.

a. The project subdivider shall preserve within CA-PLA-668 a large grinding stone ("site") identified by a representative of the Indian Community as being worthy of preservation, and shall record a deed restriction for that site, in the name of the Indian Community, requiring the preservation of the site. This deed restriction shall run with the land, and shall bind all successors in interest.

b. In the event that project construction activities commence on some portions of the Granite Lake Estates property prior to completion of data recovery activities mandated by the 1997 Data Recovery Plan, the project subdivider shall erect a fence around CA-PLA-668 to ensure that construction activities do not harm CA-PLA-668 prior to completion of mandated data recovery activities.

c. The project subdivider or its successor shall notify the Tribal Historic Preservation Committee of the Indian Community 30 days prior to the construction of the proposed roadway through CA-PLA-668.

16. Phasing.

Multiple final maps may be filed subject to the following criteria:

a. The existing access easement across the project site to the parcel located across the Boardman Canal (known as APN 046-030-054) and adjacent to the southeast corner of the Granite Lakes Estates project site, shall be maintained until such time as access to the parcel is provided via a public street.

b. As noted in Condition 6(a)(3)(iii) construction of bicycle/pedestrian trail along Secret Ravine Creek shall be completed as part of Phase I improvements.

17. Notice of Design Guidelines and Other Items Recorded by Separate Instrument.

a. A notice shall be included in the subdivision's CC&Rs, and recorded by separate instrument with the final map(s), stating that:

Individual lot grading shall be in accordance with the provisions of the Granite Lakes Estates Grading Design Guidelines adopted per City Council Resolution Number 2002-167.

These grading guidelines are available from the City of Rocklin Department of Community Development.

b. Other items to be recorded by separate instrument with the final map(s) include:

1) A document prepared by or on behalf of the subdivider for the education of all residents within the project addressing the following air quality concerns:

i) Open burning, wood burning, and air pollution: problems and solutions.

i) Transportation Control Measures: ride sharing, mass transit availability/schedules, computerized ride-matching services,

and other measures designed to reduce both the use of single-occupancy vehicles and vehicle miles traveled.

2) Notice that the construction of the extension of Monument Springs Drive and construction of a bridge over Secret Ravine Creek shall be completed prior to the issuance of the 49th building permit for the project.

18. Monitoring.

Prior to recording of the first final map or any grading on the property, the subdivider shall deposit with the City of Rocklin fees for mitigation monitoring as established by Council Resolution at the time of filing 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 on each subsequent final map. These amounts shall be paid prior to recording subsequent final maps on this project.

19. Special Conditions.

a. The subdivision shall be annexed into City of Rocklin Community Facilities District No. 5, or other appropriate financing district, to fund the maintenance of the City owned facilities including but not limited to, the open space and bicycle and pedestrian trail.

b. Landowner and City shall enter into a Reimbursement and Acquisition Agreement for the construction of the Monument Spring Bridge and roadway extension. The landowner and City will cooperate in the formation of a Bond Opportunities for Land Development (BOLD) Community Facilities District (CFD) for purposes of financing construction of the Monument Springs Bridge and roadway extension. City acknowledges that it holds approximately $198,000.00 in an account, collected from Highlands 2 & 3, and allocated $1,500,000.00 in the Capital Improvement Plan (CIP) to be used for the road extension and bridge construction. The funds held by the City will be advanced as the initial funding and progress payments toward bridge construction pursuant to the Reimbursement and Acquisition Agreement between the City and landowner / subdivider.

c. Upon completion of the Monument Springs bridge and roadway improvements, construction traffic for the Granite Lake Estates subdivision shall utilize that roadway instead of Aguilar Road.

d. Prior to issuance of the 49th building permit in the Granite Lake Estates subdivision, the extension of Monument Springs Drive, including a bridge over Secret Ravine, shall be completed and open to allow traffic between China Garden Road and Greenbrae Road. If these improvements have not been constructed prior to recording a final map for any additional phases of this project, completion of the work shall be addressed in a "Subdivision Improvement Agreement" and shall be guaranteed by a performance bond in an amount and with terms acceptable to the City.

20. Indemnification and Duty to Defend.

Within 15 days of approval of this entitlement by the City, the subdivider shall execute an Indemnity Agreement, approved by the City Attorney's Office, to indemnify defend, reimburse, and hold harmless the City of Rocklin and its agents, officers and employees from any claim, action, or proceeding against the City of Rocklin to set aside, void or annul an approval of the entitlement by the City Planning Commission or City Council, which action is brought. The City will promptly notify the applicant of any such claim, action or proceeding, and the City will cooperate in the defense of the claim, action or proceeding. Unless waived by the City, no further processing, permitting, implementation, plan checking or inspection related to the subdivision or parcel map shall be performed by the City if the Indemnity Agreement has not been fully executed. (CITY ATTORNEY)

21. Effective Date.

Pursuant to AB1561, the approval shall expire on January 11, 2023.

PASSED AND ADOPTED this 14th day of June, 2022, by the following vote:

AYES:	Councilmembers:	Broadway, Gayaldo, Halldin, Patterson
NOES:	Councilmembers:	Janda
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Bill Halldin, Mayor

ATTEST:

Hope Ithurburn, City Clerk

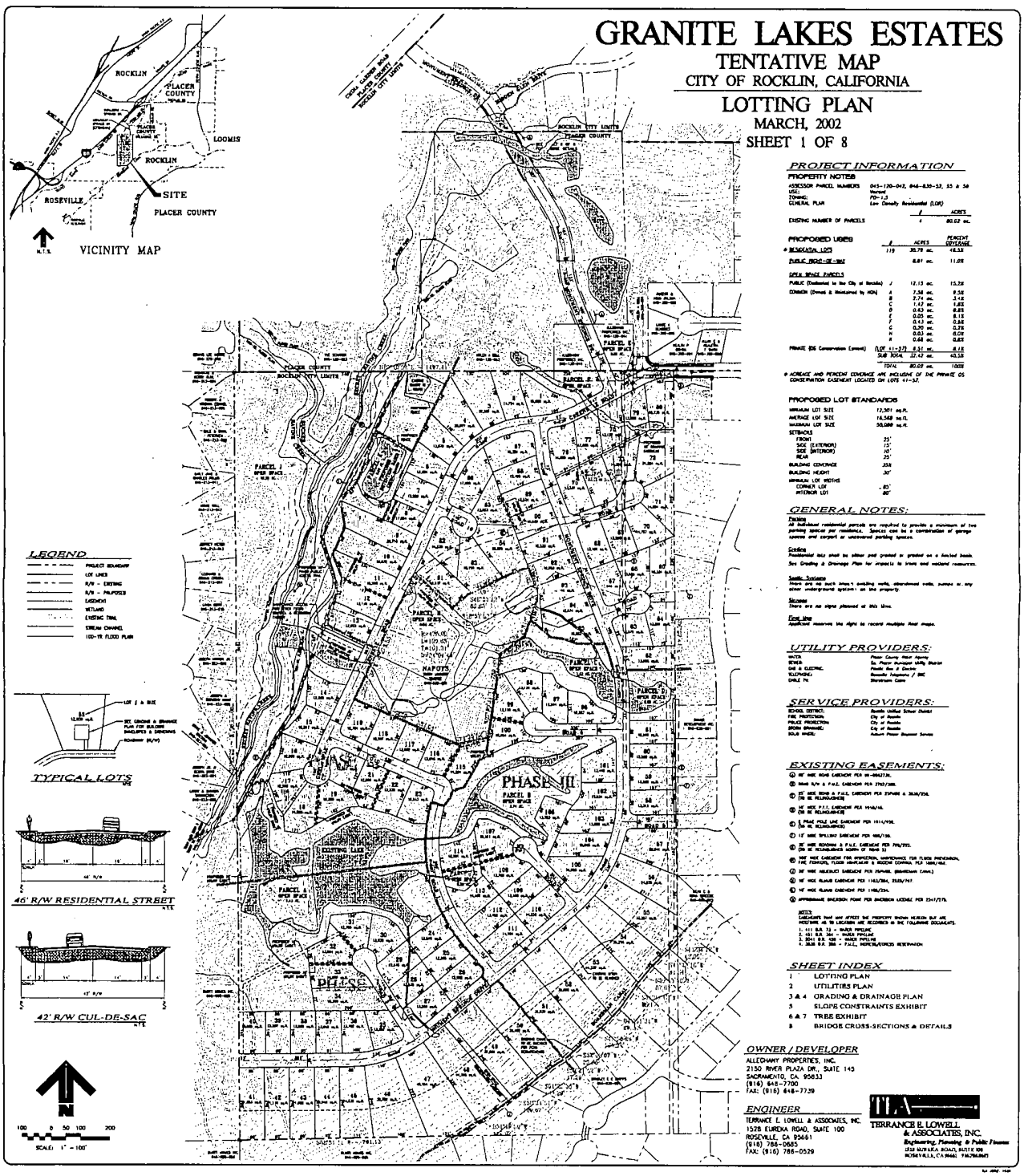


EXHIBIT A
SD-2000-02
FILE NO. TRE-2000-33

RECOMMENDED BY PLANNING COMMISSION
FOR APPROVAL ON 3-19-02
SGA

APPROVED BY COUNCIL ON 5-28-02
SGA

GRANITE LAKES ESTATES

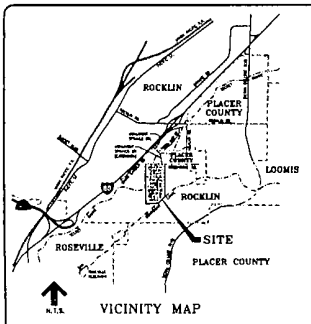
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CITY OF ROCKLIN, CALIFORNIA

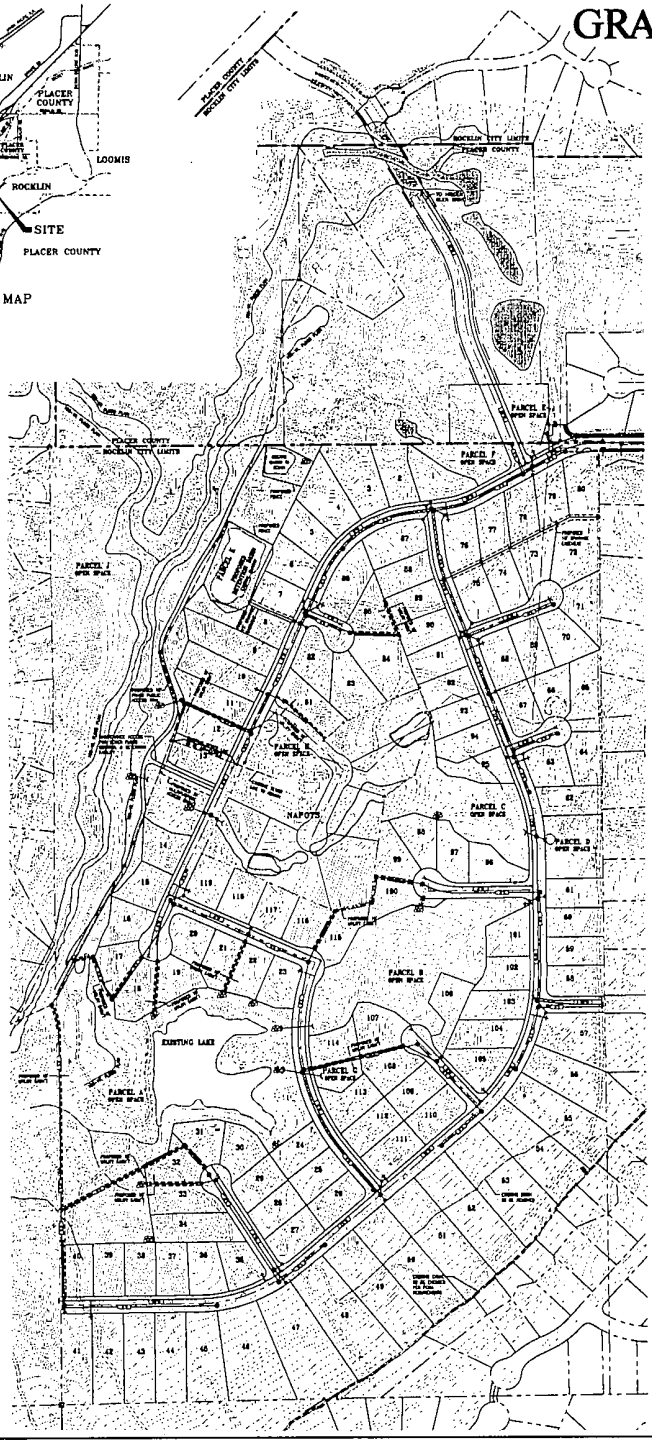
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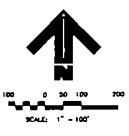
MARCH, 2002

SHEET 2 OF 8



VICINITY MAP





OWNER / DEVELOPER

ALLEGHANY PROPERTIES, INC.
2150 RIVER PLAZA DR., SUITE 145
SACRAMENTO, CA. 95833
(916) 648-7700
FAX: (916) 648-7739

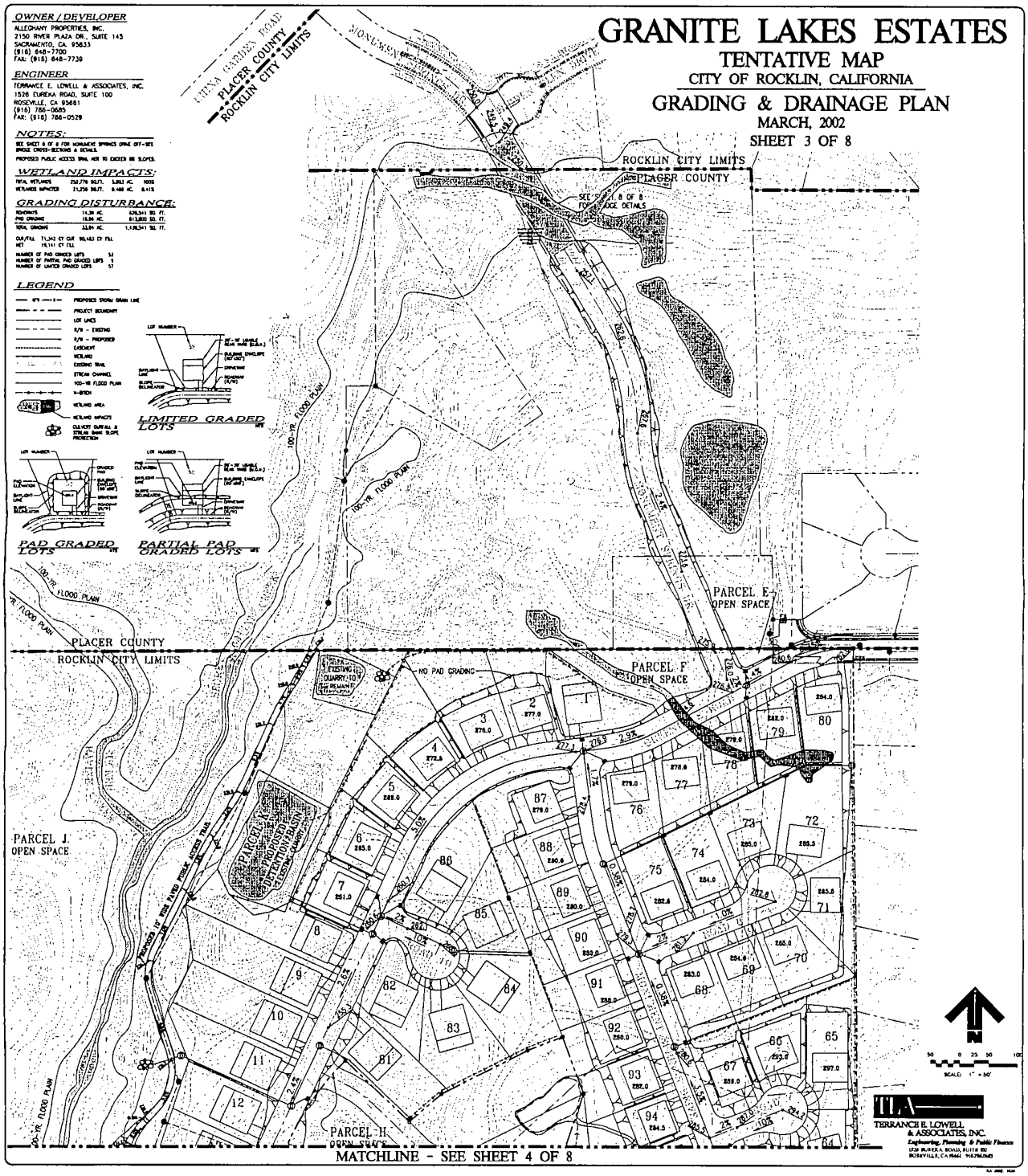
ENGINEER

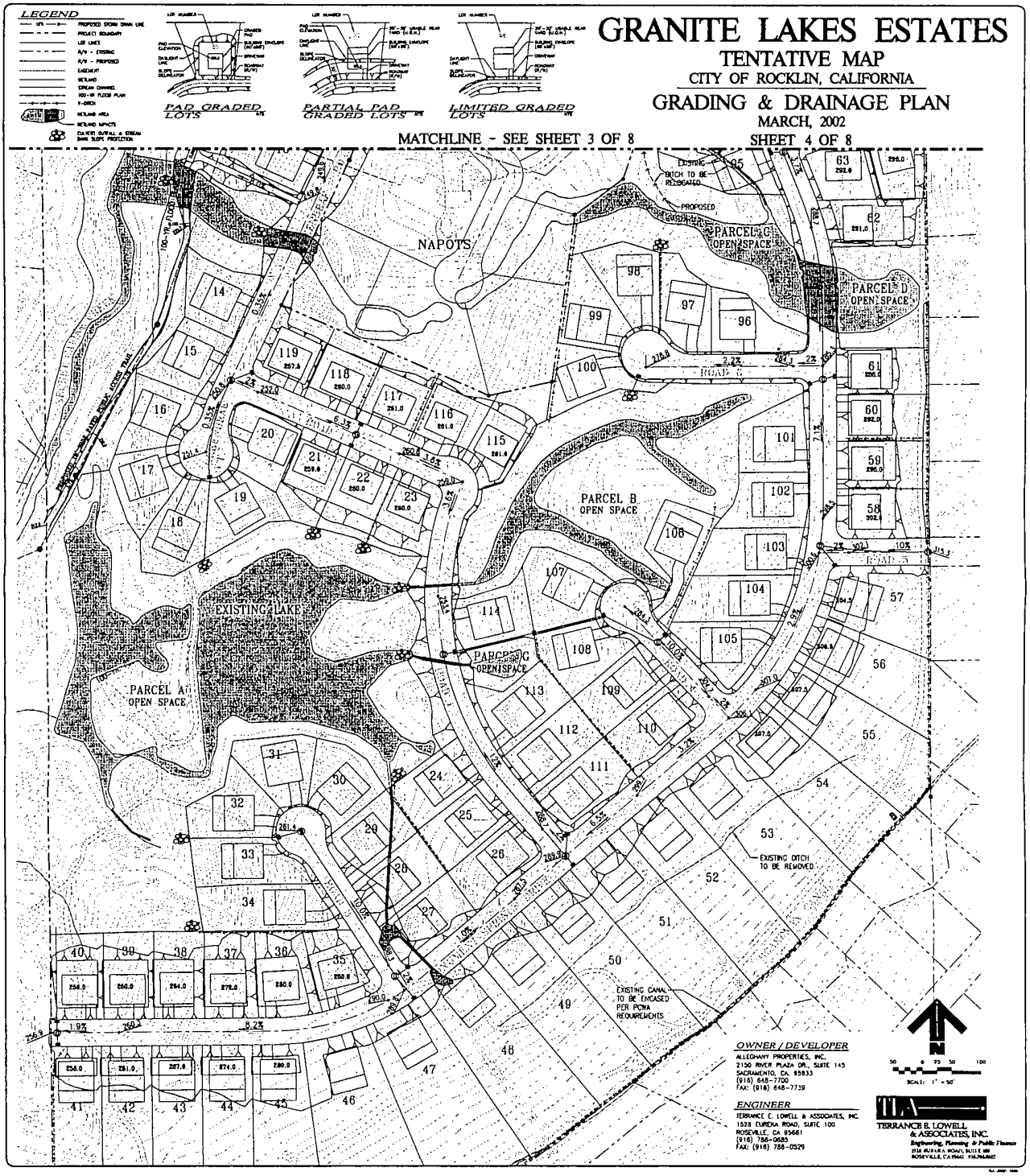
TERRANCE E. LOWELL & ASSOCIATES, INC.
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0665
FAX: (916) 786-0529

LEGEND

- PROJECT BOUNDARY
- LOT LINES
- R/W - EXISTING
- R/W - PROPOSED
- EASEMENT
- EXISTING SEWER
- STREAM CHANNEL
- 100-YR FLOOD PLAIN
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- PROPOSED SEWER M.H.
- PROPOSED STORM DRAIN M.H.
- PROPOSED WATER VALVE
- PROPOSED WATER BLOWOFF VALVE
- PROPOSED FIRE HYDRANT ASSY.

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& ASSOCIATES, INC.
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1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916.786.0665


GRANITE LAKES ESTATES
TENTATIVE MAP
CITY OF ROCKLIN, CALIFORNIA
GRADING & DRAINAGE PLAN
MARCH, 2002
SHEET 3 OF 8
OWNER / DEVELOPER
ALLEGHANY PROPERTIES, INC.
2150 RIVER PLAZA DR., SUITE 145
SACRAMENTO, CA. 95833
(916) 648-7700
FAX: (916) 648-7739
ENGINEER
TERRANCE E. LOWELL & ASSOCIATES, INC.
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529
NOTES:
WETLAND IMPACTS:
GRADING DISTURBANCE:
LEGEND
LIMITED GRADED LOTS
PAD GRADED LOTS
PARTIAL PAD GRADED LOTS
CHINA GARDEN ROAD
PLACER COUNTY
ROCKLIN CITY LIMITS
MONUMENT LINE
ROCKLIN CITY LIMITS
PLACER COUNTY
100-YR FLOOD PLAIN
PARCEL E
OPEN SPACE
PARCEL F
OPEN SPACE
NO PAD GRADING
PARCEL J
OPEN SPACE
PARCEL K
PROPOSED DETENTION BASIN
(EXISTING QUARRY)
PARCEL H
OPEN SPACE
MATCHLINE - SEE SHEET 4 OF 8
SCALE: 1" = 50'
TERRANCE E. LOWELL
& ASSOCIATES, INC.


LEGEND
PROPOSED STORM DRAIN LINE
PROJECT BOUNDARY
LOT LINES
R/W - EXISTING
R/W - PROPOSED
EASEMENT
WETLAND
STREAM CHANNEL
100-YR FLOOD PLAIN
T-DRAIN
WETLAND AREA
WETLAND IMPACTS
CULVERT OUTFALL & STREAM BANK SLOPE PROTECTION
PAD GRADED LOTS
PARTIAL PAD GRADED LOTS
LIMITED GRADED LOTS
GRANITE LAKES ESTATES
TENTATIVE MAP
CITY OF ROCKLIN, CALIFORNIA
GRADING & DRAINAGE PLAN
MARCH, 2002
SHEET 4 OF 8
MATCHLINE - SEE SHEET 3 OF 8
NAPOTS
PARCEL C OPEN SPACE
PARCEL D OPEN SPACE
PARCEL B OPEN SPACE
PARCEL A OPEN SPACE
PARCEL G OPEN SPACE
EXISTING LAKE
EXISTING DITCH TO BE RELOCATED
PROPOSED
EXISTING DITCH TO BE REMOVED
EXISTING CANAL TO BE ENCASED PER PCWA REQUIREMENTS
ROAD G
OWNER / DEVELOPER
ALLEGHANY PROPERTIES, INC.
2150 RIVER PLAZA DR., SUITE 145
SACRAMENTO, CA. 95833
(916) 648-7700
FAX: (916) 648-7739
ENGINEER
TERRANCE E. LOWELL & ASSOCIATES, INC.
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529
TERRANCE R. LOWELL & ASSOCIATES, INC.

GRANITE LAKES ESTATES

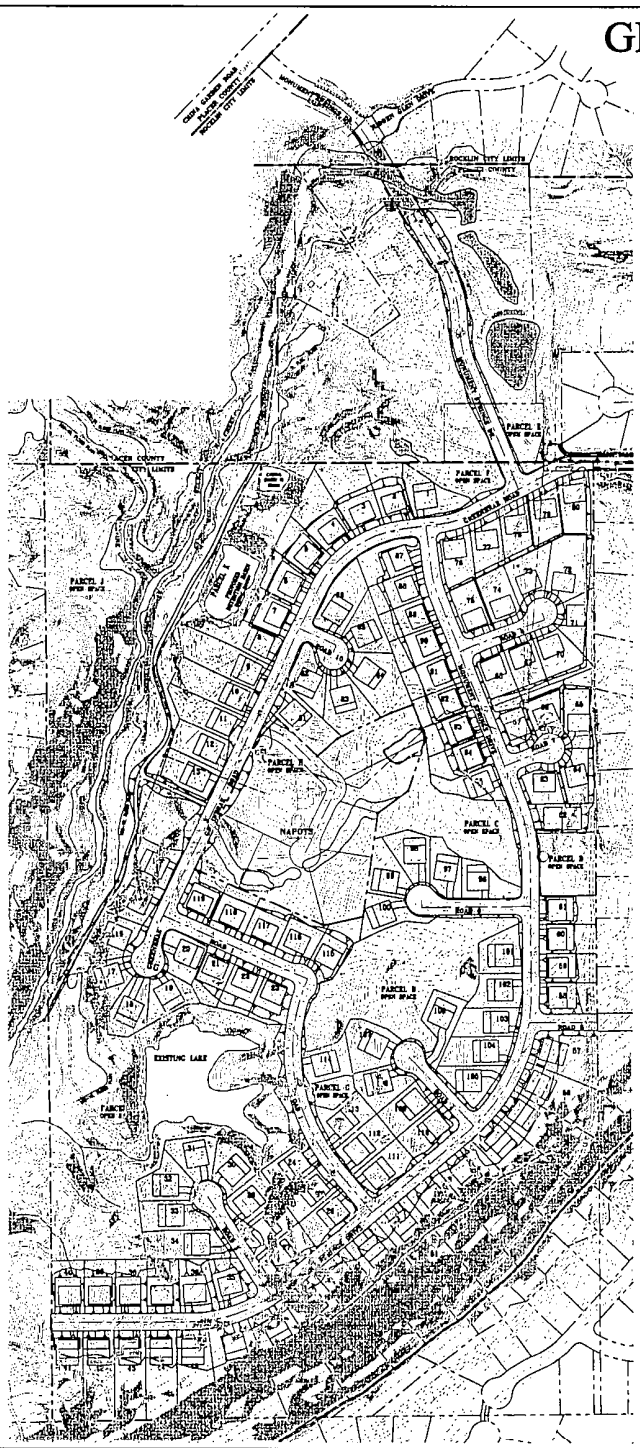
TENTATIVE MAP

CITY OF ROCKLIN, CALIFORNIA

SLOPE CONSTRAINTS MAP

MARCH, 2002

SHEET 5 OF 8



OWNER / DEVELOPER

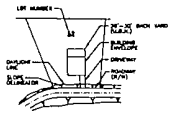
ALLEGHANY PROPERTIES, INC.
2150 RIVER PLAZA DR., SUITE 145
SACRAMENTO, CA 95833
(916) 648-7700
FAX: (916) 648-7738

ENGINEER

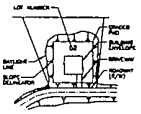
TERRANCE E. LOWELL & ASSOCIATES, INC.
1520 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0685
FAX: (916) 786-0529

LEGEND

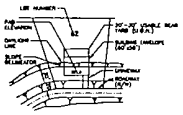
PROPOSED STORM DRAIN LINE
PROJECT BOUNDARY
LOT LINES
R/W - EXISTING
R/W - PROPOSED
EASEMENT
WETLAND
EXISTING RIMS
STREAM CHANNEL
100-YR FLOOD PLAIN
25% SLOPE OR GREATER



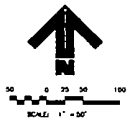
LIMITED GRADED LOTS



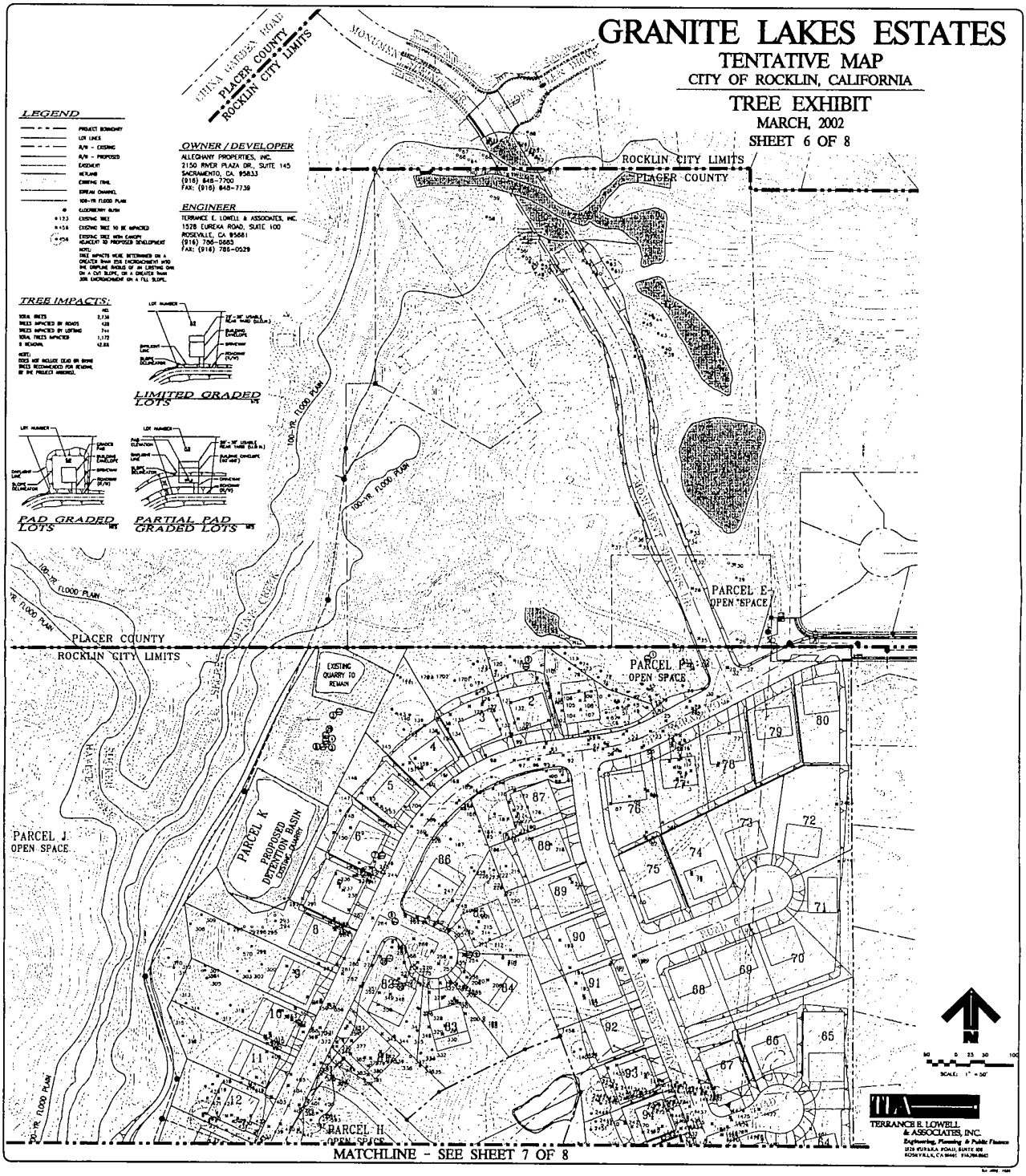
PAD GRADED LOTS

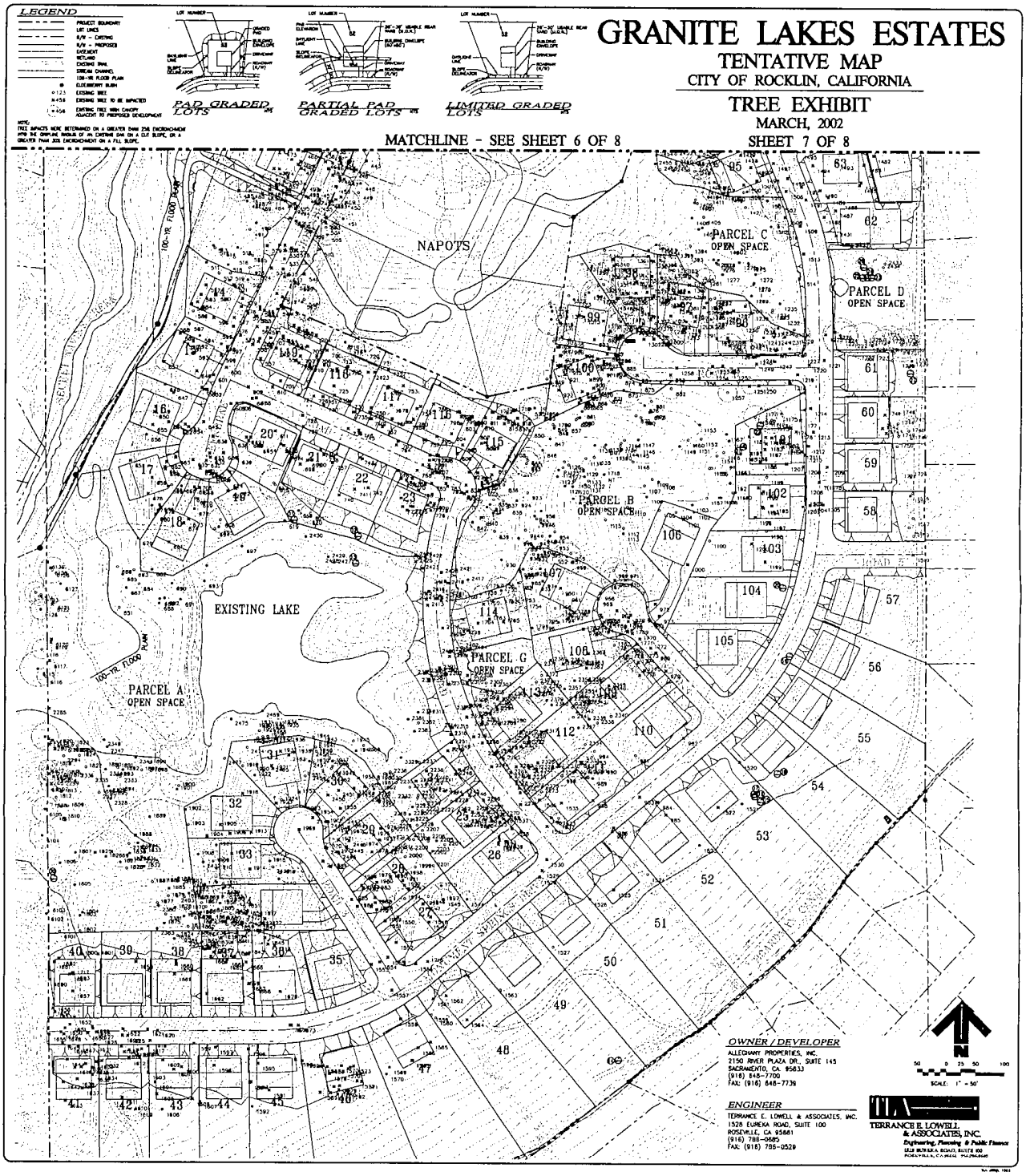


PARTIAL PAD GRADED LOTS



TLA
TERRANCE E. LOWELL & ASSOCIATES, INC.
Engineering, Planning & Public Finance
1520 EUREKA ROAD, SUITE 100
ROSEVILLE, CALIFORNIA 95661


GRANITE LAKES ESTATES
TENTATIVE MAP
CITY OF ROCKLIN, CALIFORNIA
TREE EXHIBIT
MARCH, 2002
SHEET 6 OF 8
LEGEND
OWNER / DEVELOPER
ALLEGIANT PROPERTIES, INC.
3150 RIVER PLAZA DR., SUITE 145
SACRAMENTO, CA 95833
(916) 648-7700
FAX: (916) 648-7739
ENGINEER
TERRANCE E. LOWELL & ASSOCIATES, INC.
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0883
FAX: (916) 786-0529
TREE IMPACTS:
LIMITED GRADED LOTS
PAD GRADED LOTS
PARTIAL PAD GRADED LOTS
PLACER COUNTY
ROCKLIN CITY LIMITS
ROCKLIN CITY LIMITS
PLACER COUNTY
100-YR FLOOD PLAIN
PARCEL E
OPEN SPACE
PARCEL F
OPEN SPACE
EXISTING QUARRY TO REMAIN
PARCEL J
OPEN SPACE
PARCEL K
PROPOSED DETENTION BASIN
EXISTING QUARRY
PARCEL H
OPEN SPACE
MATCHLINE - SEE SHEET 7 OF 8
TERRANCE E. LOWELL & ASSOCIATES, INC.


LEGEND
PAD GRADED LOTS
PARTIAL PAD GRADED LOTS
LIMITED GRADED LOTS
GRANITE LAKES ESTATES
TENTATIVE MAP
CITY OF ROCKLIN, CALIFORNIA
TREE EXHIBIT
MARCH, 2002
SHEET 7 OF 8
MATCHLINE - SEE SHEET 6 OF 8
NAPOTS
PARCEL C OPEN SPACE
PARCEL D OPEN SPACE
PARCEL B OPEN SPACE
PARCEL G OPEN SPACE
PARCEL A OPEN SPACE
EXISTING LAKE
100-YR. FLOOD PLAIN
OWNER / DEVELOPER
ALLEGHANY PROPERTIES, INC.
2150 RIVER PLAZA DR., SUITE 145
SACRAMENTO, CA 95833
(916) 646-7700
FAX: (916) 646-7736
ENGINEER
TERRANCE E. LOWELL & ASSOCIATES, INC.
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661
(916) 786-0585
FAX: (916) 786-0529
TERRANCE E. LOWELL & ASSOCIATES, INC.
Engineering, Planning & Public Finance
SCALE: 1" = 50'

GRANITE LAKES ESTATES

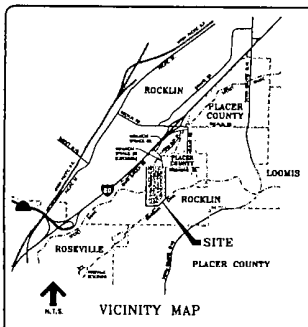
TENTATIVE MAP

CITY OF ROCKLIN, CALIFORNIA

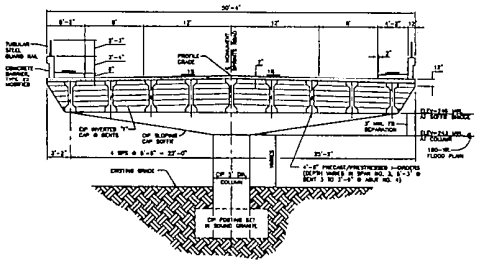
BRIDGE CROSS-SECTIONS & DETAILS

MARCH, 2002

SHEET 8 OF 8

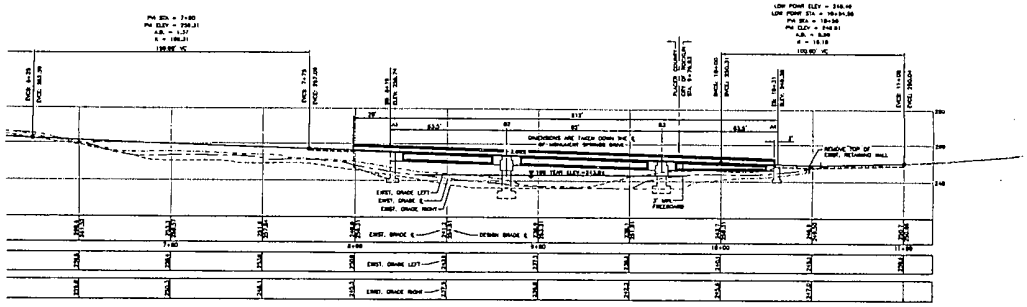


VICINITY MAP



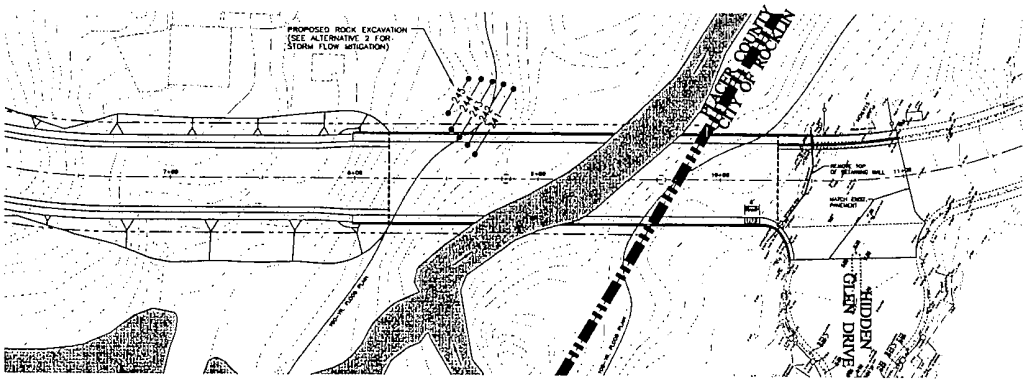
TYPICAL BRIDGE SECTION

SCALE: 1"=5'



BRIDGE PROFILE

SCALE: 1"=20'



MONUMENT SPRINGS DRIVE

SCALE: 1"=20'

LEGEND

R/W - EXISTING

EASEMENT

100-YR FLOOD PLAIN

OWNER / DEVELOPER

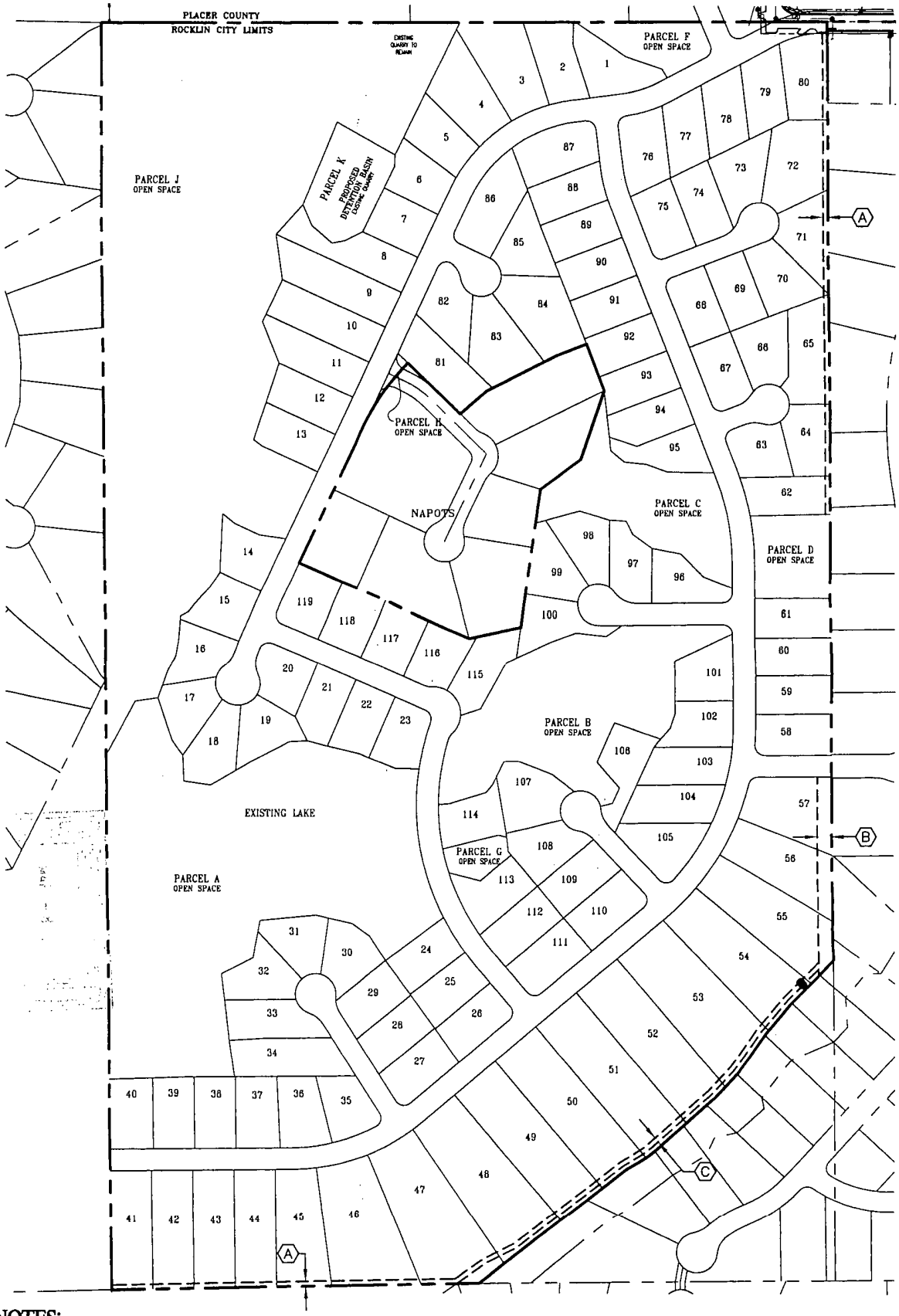
ALLEGHANY PROPERTIES, INC.
2150 RIVER PLAZA DR., SUITE 145
SACRAMENTO, CA. 95833
(916) 648-7700
FAX: (818) 648-7739

ENGINEER

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TERRANCE E. LOWELL
& ASSOCIATES, INC.
Engineering, Planning & Public Finance
1528 EUREKA ROAD, SUITE 100
ROSEVILLE, CA 95661 916/786-0685

GRANITE LAKES ESTATES
PROPOSED TEMPORARY FIRE ACCESS EASEMENT



NOTES:

A – PROPOSED 10' WIDE TEMPORARY EMERGENCY FIRE ACCESS EASEMENT.

B – EXISTING 30' WIDE ROAD & P.U.E. TO PROVIDE EMERGENCY FIRE ACCESS.

C – PROPOSED 10' WIDE TEMPORARY EMERGENCY FIRE ACCESS EASEMENT TO BE ADJACENT TO EXISTING BOARDMAN CANAL EASEMENT.

N

1"=200'

TERRANCE R. LOWELL & ASSOCIATES, INC.

EXHIBIT

TLA JOB#: 1026

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Key Management Practices Update

Date: February 14, 2023

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Receive an Update on Proposed Changes to the City's Key Management Practices, and Provide Direction to Staff.

Background:
Reserves are an important tool for managing fiscal sustainability, enabling the City to avoid counterproductive tax increases or service cuts. Having set aside funds and policies provide protection from risk and help weather economic volatility and other emergencies.

Utilizing the Key Management Practices (KMPs), the City established certain reserve funds, and has been annually allocating resources through the City's budget process. Also, if and when general fund surplus materialized, those resources have been used to fund reserves at year-end. These practices have helped the City further reduce its liabilities and strengthened the organization's financial health.

The current KMPs enable a prudent practices of setting aside reserves; however, during a recent review, staff identified opportunities for the improvement of the City's current reserve policy and use of its surplus in an effort to ensure funds are systematically set aside, and are appropriate for the City of Rocklin.

Regarding reserve levels, the staff recommended changes, which are identified in the table on the next page, are consistent with the Government Finance Officers Association best practices to set a target level of reserves to better accomplish the purpose of reserve funds and limit contributions that are no longer required.

Reserve	Minimum Target	Maximum Target
General Fund Operating Reserve	25% of planned operating expenditures	Undefined
Building Reserve	Undefined	Undefined
Economic Reserve	Undefined	Undefined
Fleet Capital Reserve	Value of fleet replacement needs for next five years	Total purchase value of fleet assets
Pension Liability	80% funded status based on the most recent valuation report	100% funded status based on the most recent valuation report
Retiree Health Fund	80% funded status based on the most recent valuation report	100% funded status based on the most recent valuation report

In addition to the reserve levels identified in the table above, recommended changes to KMPs language defining certain reserves are highlighted in the ensuing section. The changes are intended to set reserve target levels where appropriate and provide clarity in use of General Fund surplus.

General Fund Operating Reserve

The City will maintain an operating reserve ~~equal~~ in the General Fund equivalent to, at a minimum, 25% of the planned budgeted operating expenditures ~~in the General Fund (less any capital equipment and/or project budget)~~. These reserved dollars will be used to support unforeseen emergencies, operating insufficiencies and short-term internal loans. Management will exercise every mechanism available (e.g., budget cuts, hiring freezes, etc.) to avoid use of the reserve. To the extend the reserve level falls below 25%, a plan will be developed and executed to replenish the reserve at the targeted funding level within three years.

Disaster Contingency Reserve (no changes recommended)

The City will maintain an emergency reserve equal to $1 million as set by Resolution 2012-136. These reserved dollars will be used in the event of a "declared emergency" providing financial support for recovery efforts as directed by the City Council.

Self-Insured Losses Reserve (no changes recommended)

The City of Rocklin will maintain a self-insured losses reserve equal to $2 million. These reserved dollars will be used for losses not covered by under existing insurance programs.

Retiree's Health Fund

The City will maintain a Retiree's Health Fund, which will be used to fund the Retiree's Health Trust to offset retirees' health accrued liability. ~~Additionally, the Retirees' Health Fund will be partially funded by annual transfers in of 5% of the General Fund's current fiscal year's fund balance unreserved surplus.~~

Fleet Capital Reserve (no changes recommended)

The City will maintain Fleet Capital Reserve in the Fleet Fund for the purchase of new and replacement vehicles and other capital assets. Reserve amount will be expended to each Operating Fund Division based upon the vehicles assigned. These amounts will be calculated utilizing the annual asset depreciation expense and allocated through a modified Fleet Allocation process. In the case where funds reserved in the Fleet Fund for particular asset to be replaced, or an additional new asset to be purchased, are insufficient to cover the entire cost of the asset, additional amounts will be expensed to the appropriate Operating Division in

that year.

Building Reserve
The City will maintain Building Reserve to fund capital maintenance projects to sustain existing City facilities or to support the expansion of existing city facilities to address the workforce needs of city services.

General Fund - ~~Special Reserve Fund~~ Use of Surplus

i. In the event the General Fund realizes surplus, after calculating the ~~25%~~ General Fund Operating Reserve target, ~~75%~~ remaining General Fund surplus (net amount by which the ~~unreserved~~ unassigned fund balance is increased in that fiscal year) , in the amount not to exceed 5% of the current fiscal year's revenue budget, will be ~~split between~~ assigned as outlined below. Priority will be given to those items that relieve budget or financial operating pressure in future periods. ~~GF-Economic Reserve Fund (10%), GF Building Reserve (20%), Retiree's Health Fund (5%), Fleet Reserve Fund (20%), City Council Community Fund (10%), and a payment towards the City's unfunded pension liability (35%).~~
    1. Fund long-term accrued liabilities, including but not limited to debt service, pension liability, and retiree's health benefits (e.g. Other Post Employment Benefits liability, Section 115 Trust);
    2. Provide funding for the Economic Reserve Fund;
    3. Increase the contributions needed to fund the Fleet Capital Reserve
    4. Provide funding for the Building Reserve; and
    5. Surplus funds in excess of the minimum reserve targets and requirements in this section can be used for other specific purposes consistent with the General Fund - Use of Surplus.
ii. After calculating (i), any remaining General Fund surplus may be used in the following ways provided that such action is approved by the City Council:
    1. Increase the contributions needed to fund one-time expenditures.
    2. Start-up expenditures for new programs or construction and is considered in the context of multi-year projections of revenue and expenditures.
iii. Any remaining General Fund surplus shall be added to its unassigned fund balance.

~~Unfunded Pension Liability Reduction~~
~~An additional 1% will be added to the employer rate of unfunded pension liability which will be used to pay down the City's unfunded pension liability. In additional, after all General Fund Special Reserve Fund transfers, if it is determined that the projected (current) fiscal year will have an increase in the General Fund unassigned (unreserved) Fund Balance, 50% of this increase will be used to pay down the City's unfunded pension liability. This transfer of funds will occur during the budget process following each year in which an increase occurs.~~

Monitoring Performance (new section recommended to be added)
The City will review the current and five-year projected reserve to ensure that they are appropriate given the economic and financial risk factors the City is subject to on an annual basis during the City's budget process.

Staff recommends the City Council provide direction on the recommended changes to the KMPs. Direction provided on the recommended changes, including any other City Council directed changes, will be reflected in the Fiscal Year 2023/24 Operating Budget document.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Sunset Whitney Recreation Area Proposed Master Plan

Date: February 14, 2023

Submitted By: Kevin Huntzinger, Director of Parks and Recreation

Department: Parks and Recreation

Recommendation:
Provide Direction to Staff Based on Melton Design Group's Findings and Recommendations within the Proposed Master Plan for Sunset Whitney Recreation Area.

Background:
In 2018, the City of Rocklin completed the purchase of approximately 184 acres of unused land, formerly the Rocklin Golf Club, located at 4201 Midas Avenue, Rocklin, CA 95677. The area, now known as Sunset Whitney Recreation Area (SWRA), is envisioned as active and passive parkland. After feedback from public forums and the Parks, Recreation and Arts Commission, along with direction from the City Council, it was determined that a master plan for SWRA was the next appropriate step to ensure the area is developed appropriately.

On April 26, 2022, City Council approved the master plan contract with Melton Design Group (MDG). (Resolution No. 2022-84) Over the last ten months, City Staff, Parks, Recreation and Arts Commission, and City Council have worked with MDG to complete the proposed master plan design. The process included the following steps:

- Project Coordination
- Site Analysis and Utility Study
- Needs Assessment, Stakeholder Outreach and Program Development
- SWRA Visioning and Master Plan Inspiration
- Development, Operations and Maintenance Costs
- Final Phased Implementation Plan

On September 12, 2022, a community meeting was held at the Rocklin Event Center to present initial master plan concepts. A survey was also made available online for comments.

On November 9 2022, MDG presented the conceptual SWRA master plan to the Parks, Recreation and Arts Commission. The staff report from that meeting is included as Attachment 1. No action was taken by the Commission; however they provided general support for the proposed master plan, with the the following comments:

- Play structures should include all inclusive amenities;
- Additional bike rack locations should be identified other than only near the flow track;
- Shade structure and lighting should be included with the pickleball court design;
- Request the inclusion of art in the master plan;
- Positive feedback for additional pedestrian entrances to the park off of Midas Avenue.

Based on all feedback received, MDG will present the proposed SWRA Master Plan at the February 14, 2023, City Council meeting. Following the presentation, staff is requesting City Council provide direction based on MDG's findings and recommendations.

Fiscal Impact:
There is no fiscal impact associated with the staff recommendation. Any direction received by the City Council that may include additional costs will be brought back to the City Council at future meetings for formal approval.

ATTACHMENTS:
1. November 9 2022 PRAC Meeting SWRA Staff Report
2. Presentation - SWRA Master Plan

Parks, Rec and Arts Commission Regular Meeting Staff Report

Subject: Sunset Whitney Recreation Area Master Plan

Date: November 9, 2022

Submitted By: Kevin Huntzinger, Director of Parks and Recreation

Department: Parks and Recreation

Staff Recommendation:
No Action Needed, Informational Only

BACKGROUND:
On September 12, 2022, the City hosted a public forum, to give the community an opportunity to view and provide input on the proposed concepts, submitted by Melton Design Group, for the Sunset Whitney Recreation Area (SWRA) Master Plan.

Following the forum, staff and Melton Design Group worked to update the master plan concepts, based on feedback from the public, City staff and committee members.

Melton Design Group will present the updated concepts of the SWRA Master Plan to the Parks, Recreation and Arts Commission at the November 9th meeting. The concepts are attached as Exhibit A.

Following the PRAC meeting, Melton Design Group will compile the feedback received and work with City staff to prepare a master plan concept to be presented to City Council in early 2023.

ATTACHMENTS:

Description

Exhibit A - SWRA Master Plan Concepts

Exhibit A

5K LOOP
- NATURAL PATH
- CROSS COUNTRY TRAIL
- WIDER @ START/FINISH

NATURAL PRESERVES
- REVEGETATION & WILDLIFE
- INTERPRETIVE PANELS
- NATURE DISCOVERY
- TO SHADE PATH
- NATIVES & POLLINATORS

1 MILE LOOP
- NATURAL PATH
- WIDER @ START/FINISH

WHITNEY BLVD.
- TUNNEL UNDER ROAD
- PATH CONNECTION

NATURAL PED/BIKE TRAIL
- SINGLE TRACK
- BIKE
- RUN/WALK
- MTB SIMPLE OBSTACLES OFF PATH

PG&E ZONE

SUNSET BLVD PARK
- AGES 2-5/5-12 PLAYGROUNDS
- PICNIC AREAS & SHADE TREES
- END OF TRAIL SYSTEM
- TRAIL CONNECTION TO SIDEWALK

PLAY AREA AT ARGONAUT AVE
- PLAY AREA
- PICNIC
- SEWER & WATER AVAILABLE

CONNECT TO PATH

THE HUB
- ARRIVAL & PARKING
- (16) PICKLEBALL COURTS
- INCLUSIVE PLAYGROUND
- OPEN TURF
- RESTROOM
- RE-PURPOSED CLUBHOUSE
- TRAIL HEAD
- SEE HUB MAP FOR MORE DETAILS

MOUNTAIN BIKE FLOW COURSE

PICNIC AREAS

EAST SIDE
- PASSIVE ZONE
- 5K LOOP
- INTERPRETIVE PANELS
- HISTORIC INFORMATION
- CONNECTIVE TRAILS
- PICNIC AREAS
- SIGNAGE

GRINDING ROCK

NEW BRIDGE CROSSING AT PIPE TO CONNECT TO JOHNSON-SPRINGVIEW PARK

TRAIL LEGEND
- 5K CROSS COUNTY TRAIL
- EXISTING/FUNDED PAVED TRAIL
- NATURAL/CROSS COUNTY TRAIL
- BIKE OBSTACLE TRAILS

ROCKLIN CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

SCALE: 1" = 200' (0, 200, 400) NORTH

OVERALL SITE MAP - EXISTING & PROPOSED

ROCKLIN, CA

MDG MELTONDESIGNGROUP

#2511 2022-11-02



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

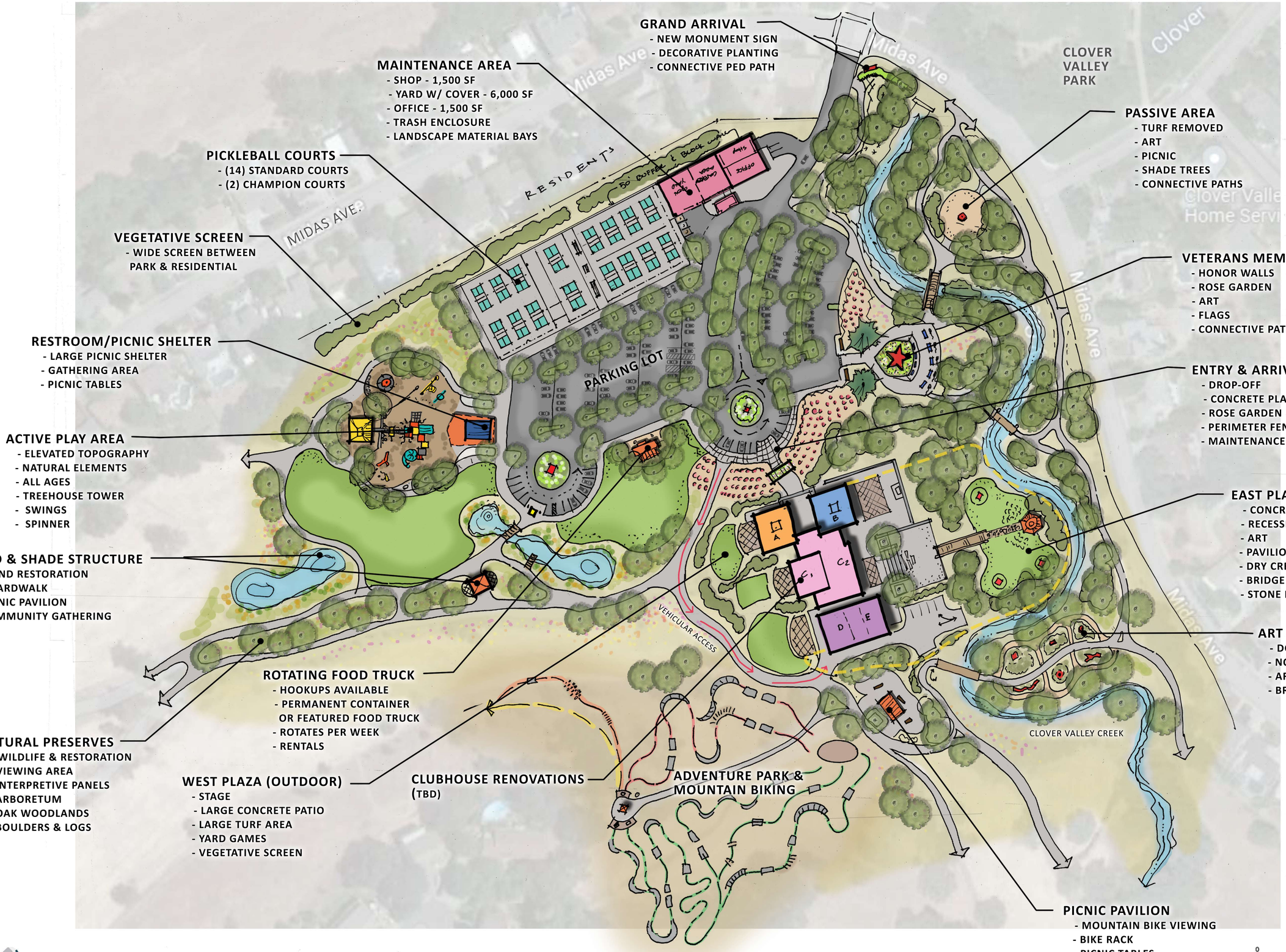
NOT TO SCALE

TRAILS SECTION W/ NATURAL AREA (THROUGHOUT SWRA)

ROCKLIN, CA

MDG
MELTONDESIGNGROUP

#2511 2022-09-08



ROCKLIN
CALIFORNIA

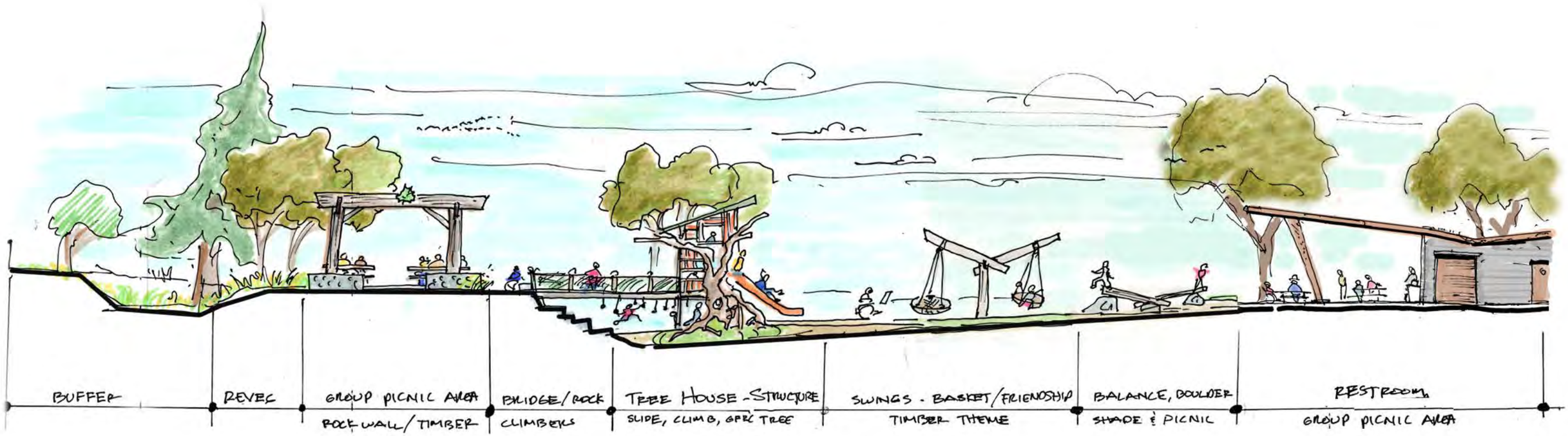
SUNSET WHITNEY RECREATION AREA (SWRA)

THE HUB - CONCEPT PLAN

ROCKLIN, CA

MDG
MELTONDESIGNGROUP

#2516 2022-11-01



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

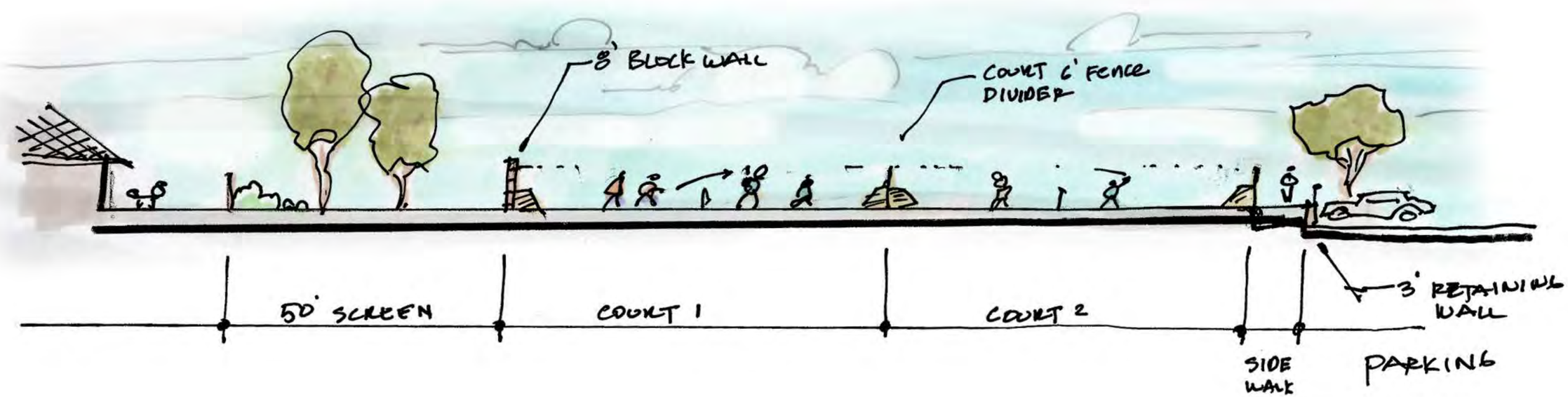
NOT TO SCALE

ACTIVE PLAY AREA SECTION (AT THE HUB)

ROCKLIN, CA

MDG
MELTONDESIGNGROUP

#2511 2022-11-02



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

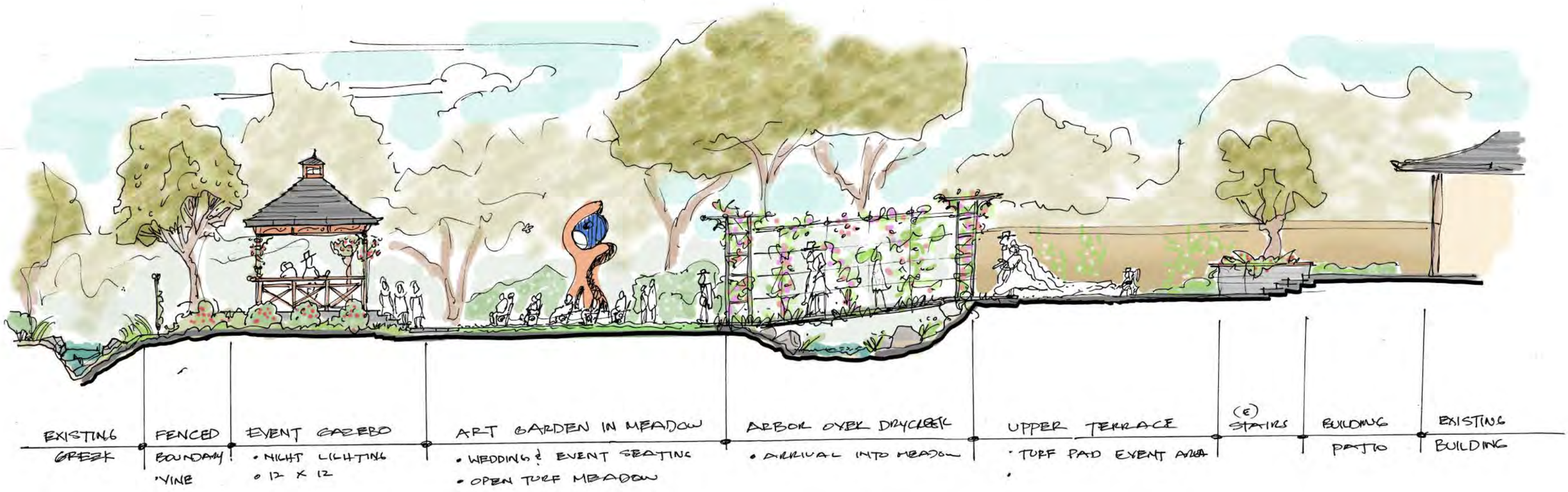
NOT TO SCALE

PICKLEBALL SECTION (AT THE HUB)

ROCKLIN, CA

MDG
MELTONDESIGNGROUP

#2511 2022-09-08



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

NOT TO SCALE

EAST PLAZA (AT THE HUB)

ROCKLIN, CA

MDG
MELTONDESIGNGROUP

#2511 2022-11-02

SHADE STRUCTURE
- PICNIC TABLES

EXISTING/FUNDED PAVED TRAILS
- PEDESTRIAN
- BIKE
- (E) SHADE TREES

PG&E ZONE

GROUP PICNIC AREAS
- DECOMPOSED GRANITE
- GATHERING AREAS
- PICNIC TABLES
- SHADE TREES

SUNSET BLVD

SUNSET BLVD
- END OF TRAIL SYSTEM LOOP
- TRAIL CONNECTION TO SUNSET BLVD SIDEWALK

EXISTING PATH

QUIET ZONE
- MEDITATION
- WELLNESS INTERPRETIVE PANELS
- TREE RING

NATURAL PRESERVES
- REVEGETATION
- WILDLIFE & RESTORATION
- VIEWING AREA
- INTERPRETIVE PANELS
- ARBORETUM

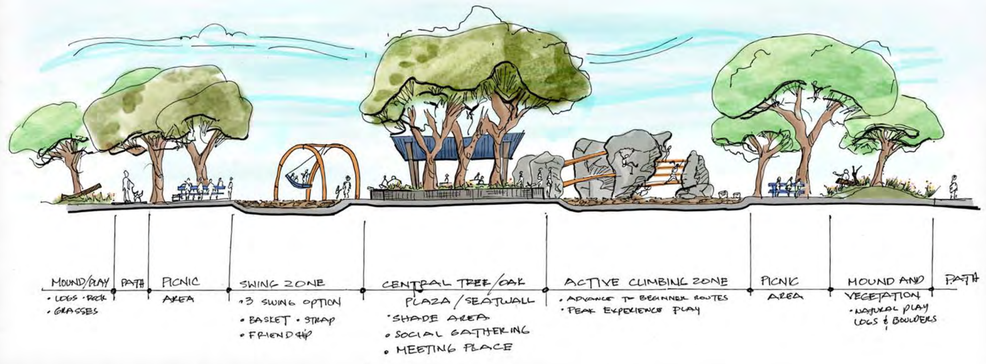
PROPERTY LINE

CENTRAL PLAY AREA
- AGES 2-5/5-12
- NATURAL PLAY THEME
- MOUNDS, LOGS, BOULDERS
- SWINGS
- BOULDER & ROPE COURSE

BIKE TRAIL
- BIKE ONLY TRAIL
- OBSTACLES

SINGLE LOOP TRAIL SYSTEM
- PEDESTRIAN
- CROSS-COUNTY
- HORSE
- NATURAL TRAIL

BUFFER FROM HOMES
- 100'+ BUFFER FROM HOUSES



NORTH SECTION - A
NTS

ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

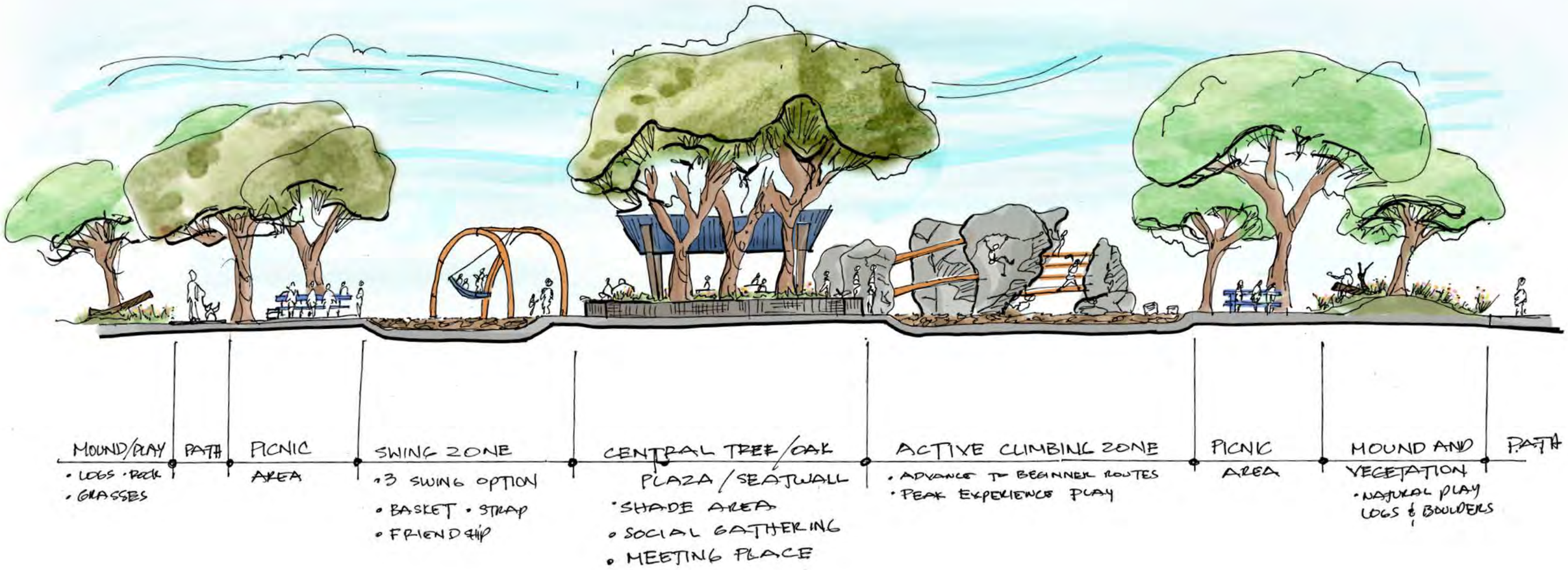
0 30 60
SCALE: 1" = 30'
NORTH

SUNSET BLVD PARK - CONCEPT PLAN

ROCKLIN, CA

MDG
MELTONDESIGNGROUP

#2516 2022-11-01



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

NOT TO SCALE

SUNSET AVE - PLAY AREA SECTION

ROCKLIN, CA

MDG
MELTONDESIGNGROUP

#2511 2022-10-28



CONTAINER CAFE



TRAILS & MULTI-USE PATH

CROSS COUNTY TRAIL



MOUNTAIN BIKING



KIOSK & INTERPRETIVE PANELS



TREEHOUSE



NATURE PRESERVATION & RESTORATION

WILDLIFE PRESERVATION



PICNIC SHELTERS



GUNITE TREE STRUCTURE & SWINGS



OPEN GREEN TURF AREA



ACTIVE PLAY AREA



PICKLEBALL COURTS

ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

INSPIRATION IMAGES

ROCKLIN, CA

MDG
MELTONDESIGNGROUP



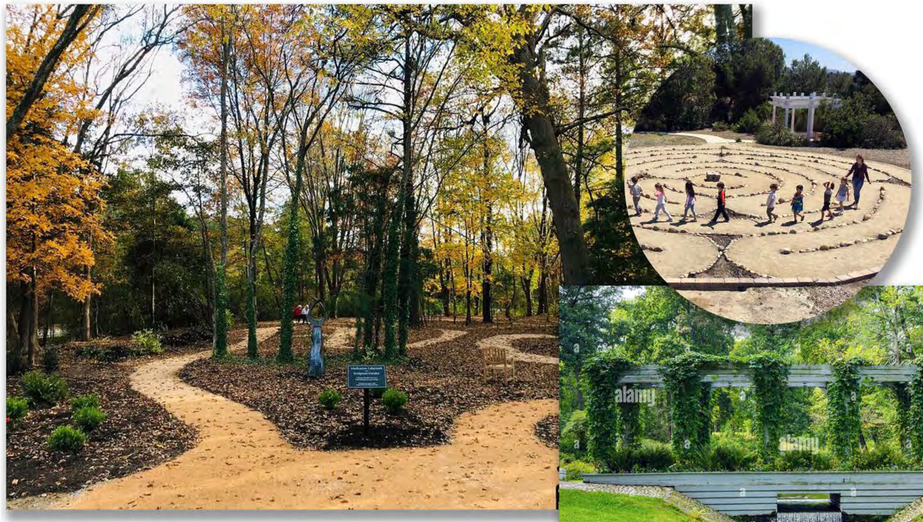
NO-MOW GRASS

LANDSCAPE SCULPTURES





NATURAL SCULPTURES



ART LABYRINTH/TRAILS

BRIDGE OVER DRY CREEK



OUTDOOR EVENT VENUE/ PERGOLA



PATH ALONG CREEK

CONNECTIVE PATHS & BRIDGE





REFLEXOLOGY TRAIL & SENSORY EXPERIENCE



POLLINATOR GARDENS



VETERAN'S MEMORIAL/WELLNESS PATH

ROSE GARDEN

ROCKLIN
CALIFORNIA

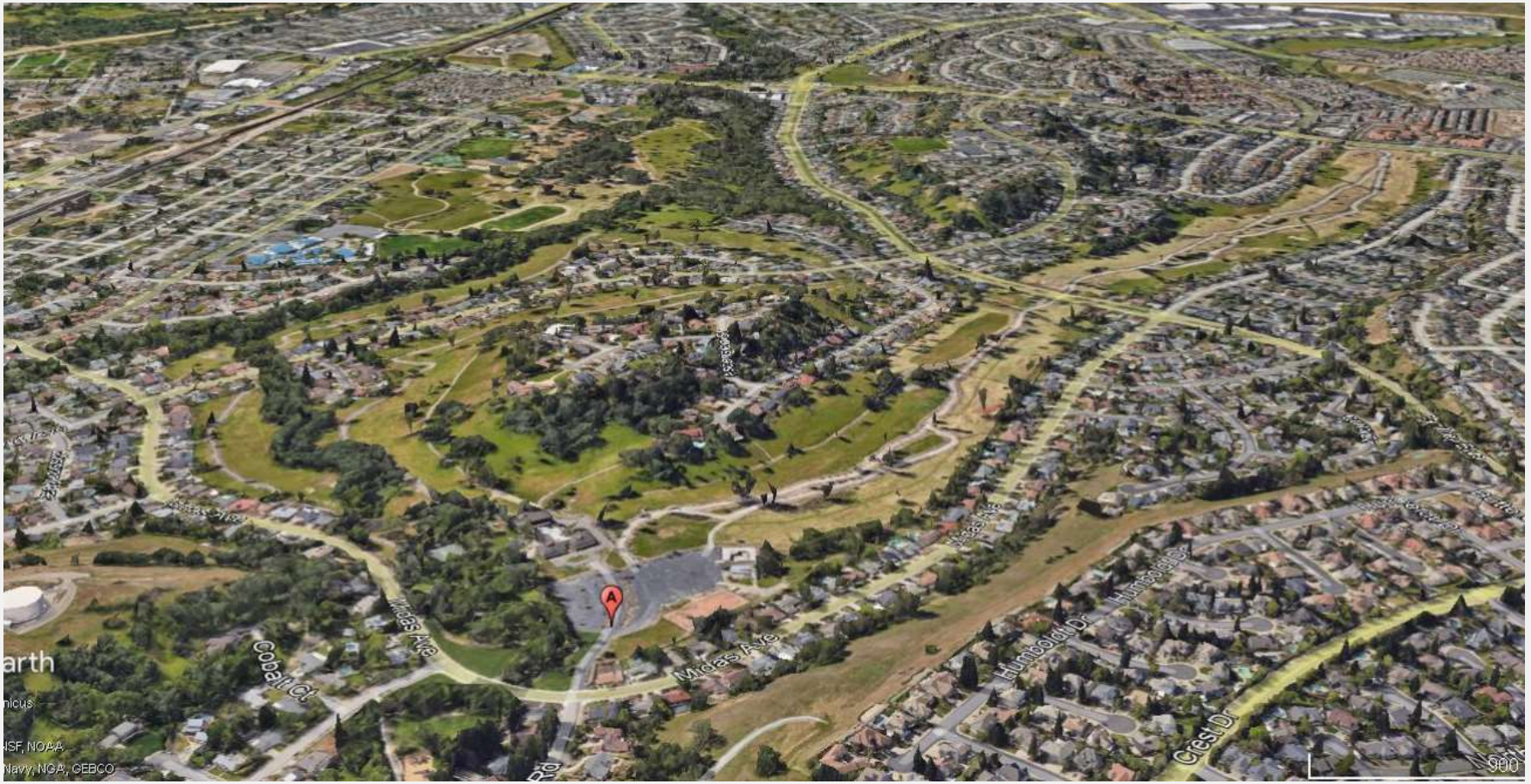
SUNSET WHITNEY RECREATION AREA (SWRA)

INSPIRATION IMAGES

ROCKLIN, CA

#2516 11.01.22

MDG
MELTONDESIGNGROUP



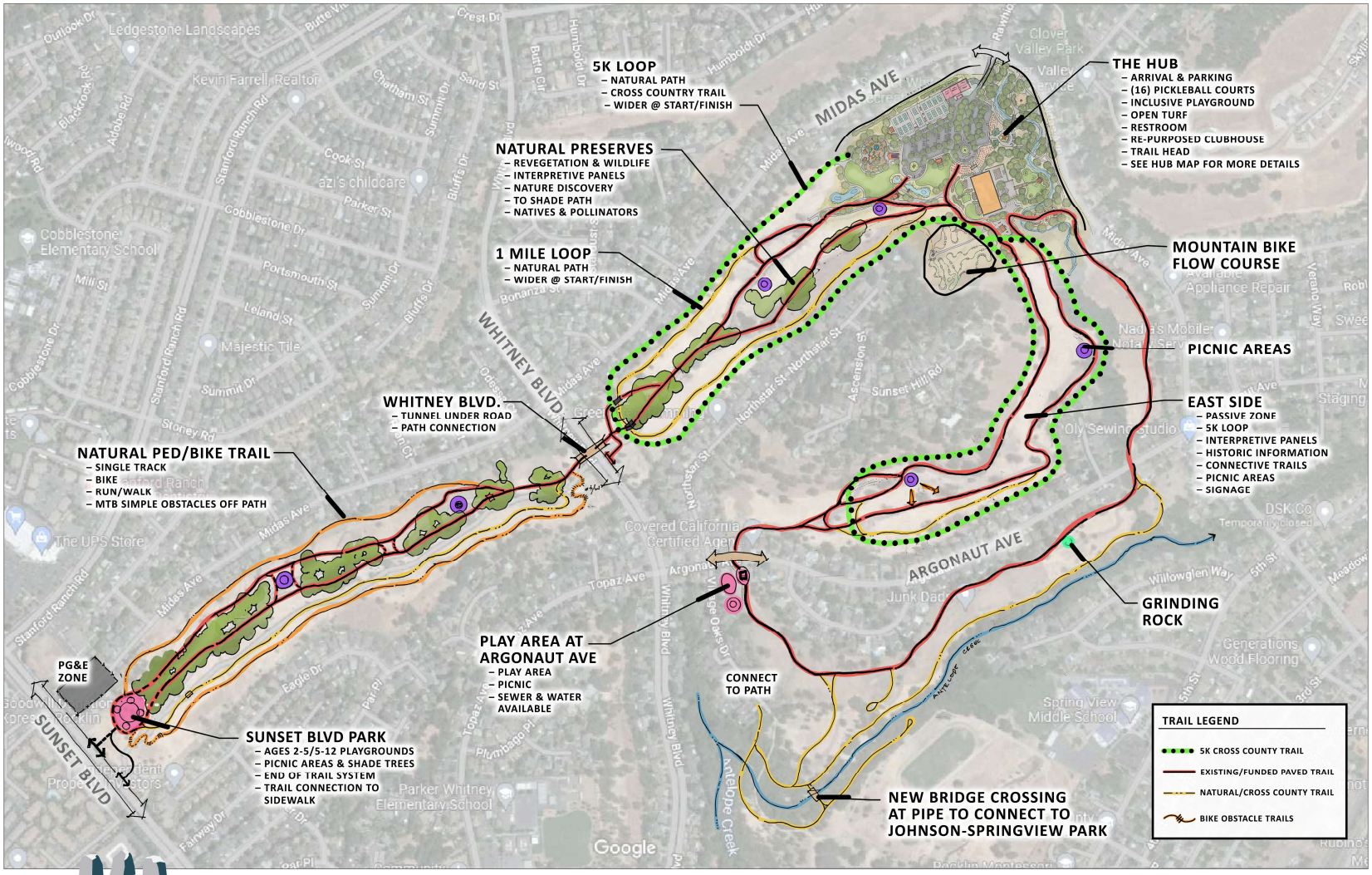
ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA

Master Plan

February 14, 2023

MDG
MELTONDESIGNGROUP



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

OVERALL SITE MAP - EXISTING & PROPOSED

ROCKLIN, CA

MDG MELTONDESIGNGROUP

#2511 2022-11-02



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

THE HUB - CONCEPT PLAN

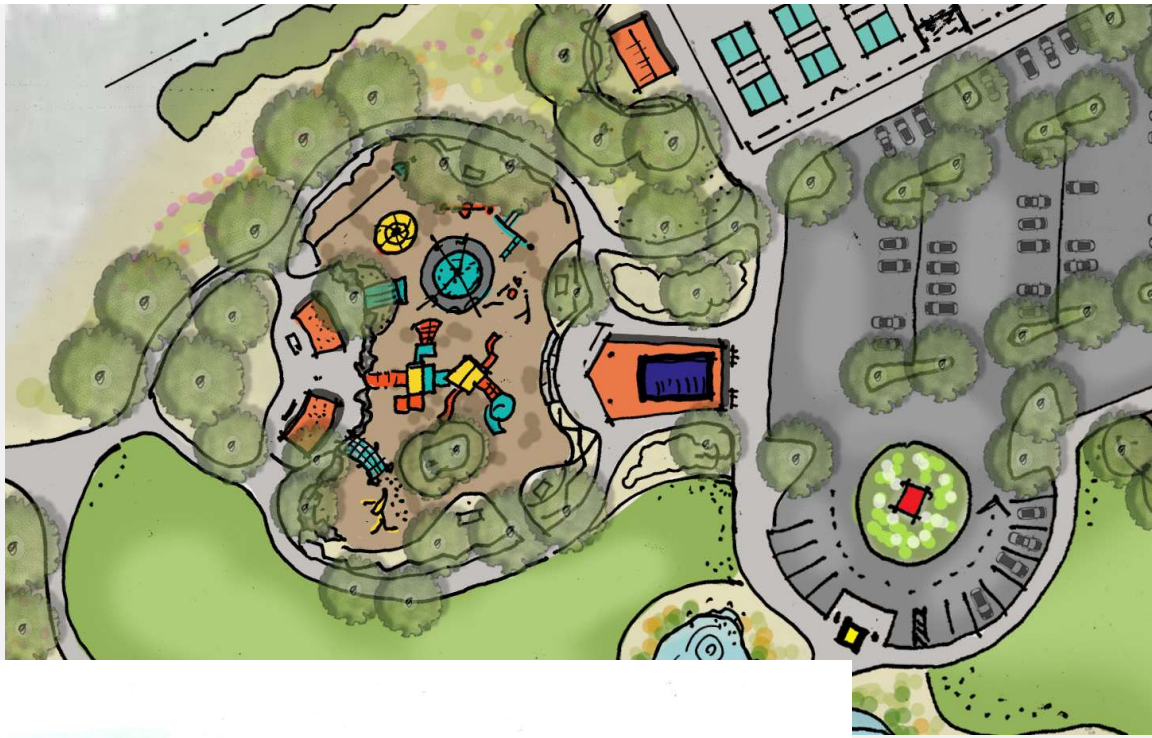
ROCKLIN, CA

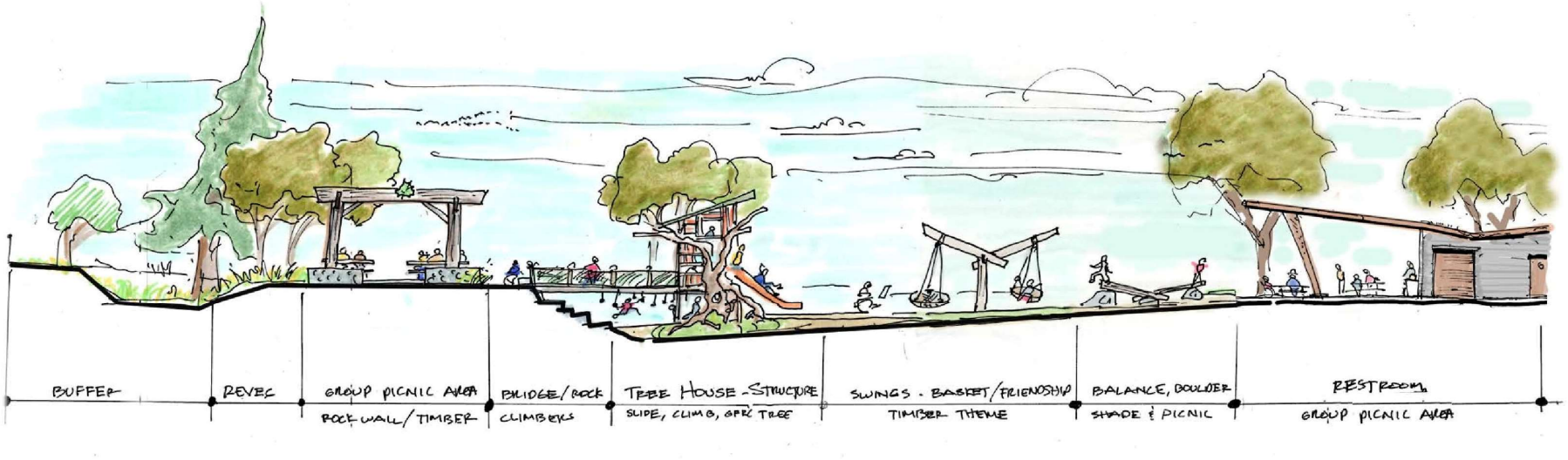
MDG
MELTONDESIGNGROUP

#2516 2022-11-01

ACTIVE PLAY AREA



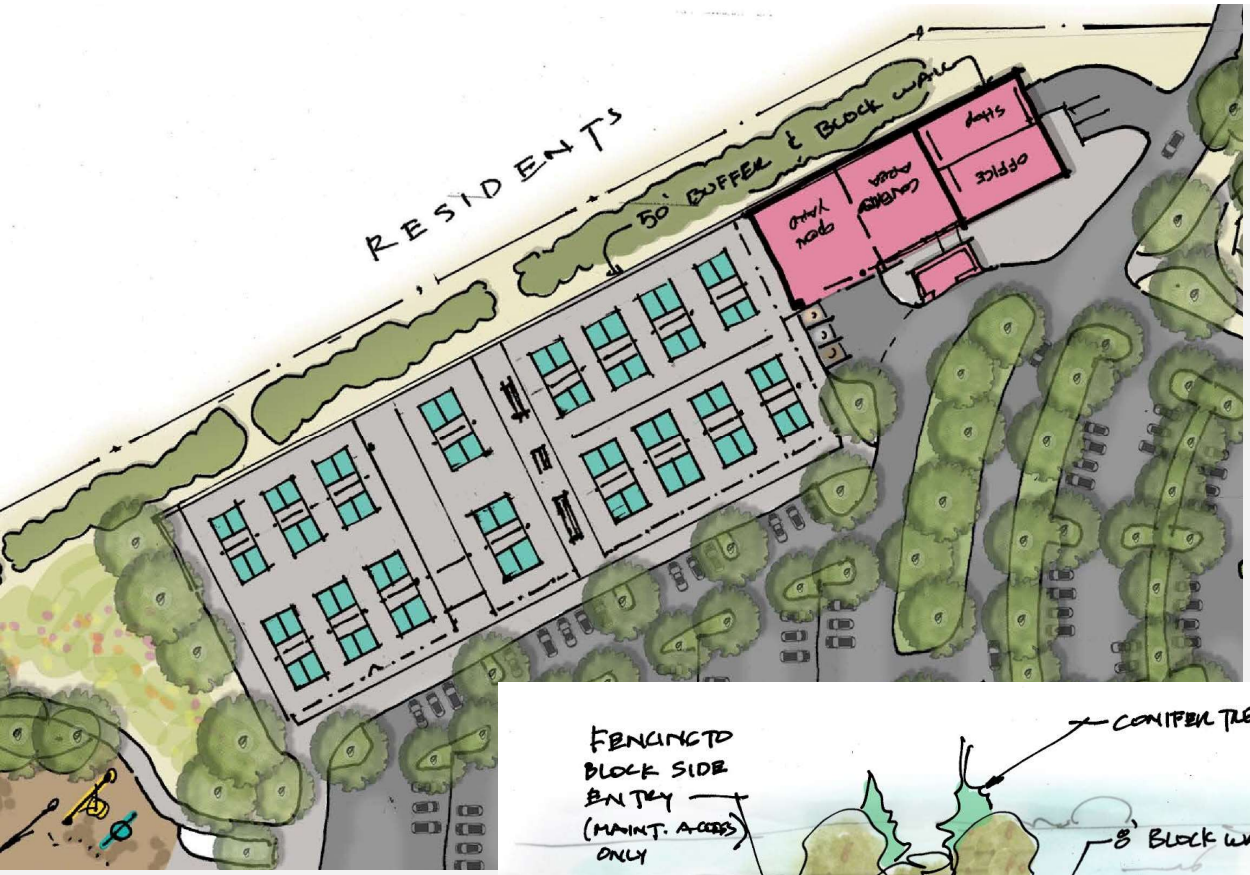


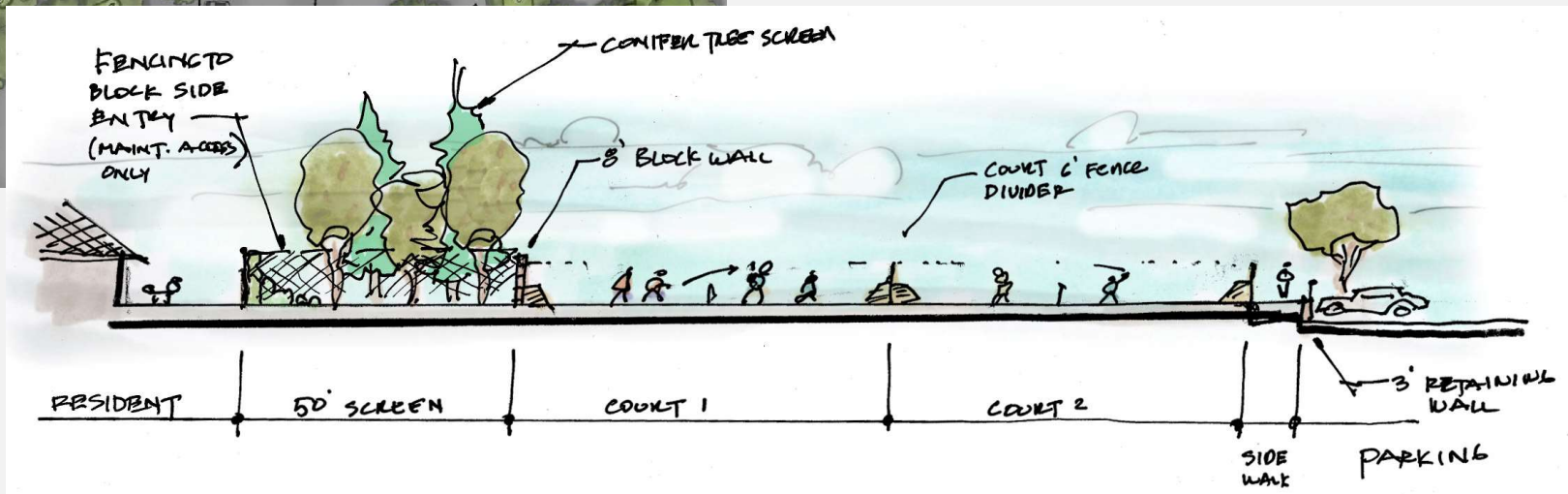


PICKLEBALL COURTS



PICKLEBALL COURTS

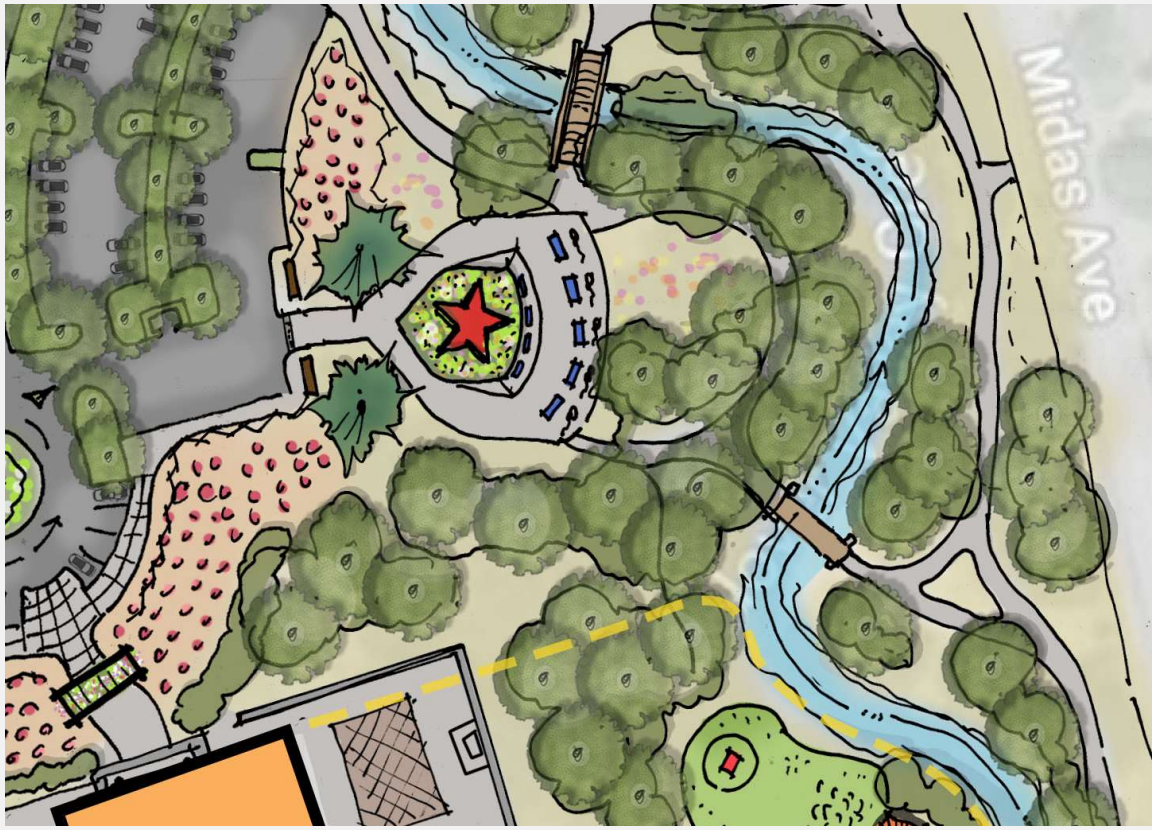


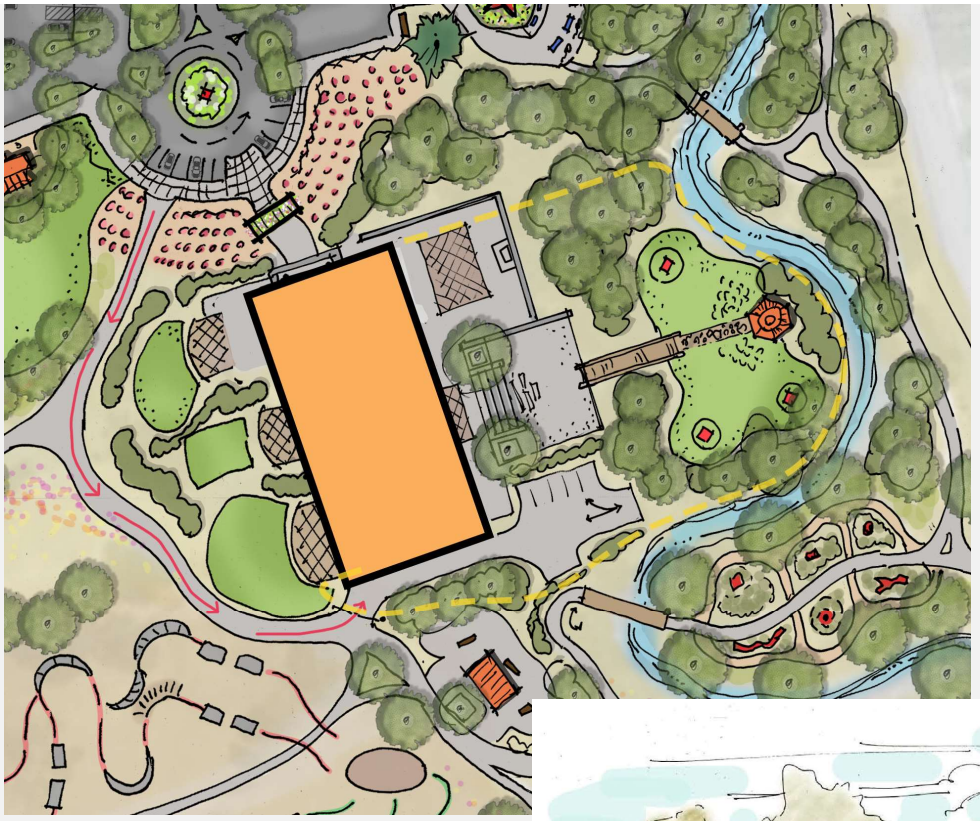


VETERAN'S MEMORIAL



VETERAN'S MEMORIAL/WELLNESS PATH





EAST PLAZA


ART LABYRINTH/TRAILS
BRIDGE OVER DRY CREEK
OUTDOOR EVENT VENUE/ PERGOLA
PATH ALONG CREEK
CONNECTIVE PATHS & BRIDGE


EXISTING CREEK
FENCED BOUNDARY/ VINE
EVENT GAZEBO
• NIGHT LIGHTING
• 12 X 12
ART GARDEN IN MEADOW
• WEDDING & EVENT SEATING
• OPEN TURF MEADOW
ARBOR OVER DRY CREEK
• ARRIVAL INTO MEADOW
UPPER TERRACE
• TURF PAD EVENT AREA
(E) STAIRS
BUILDING PATIO
EXISTING BUILDING



ROCKLIN
CALIFORNIA

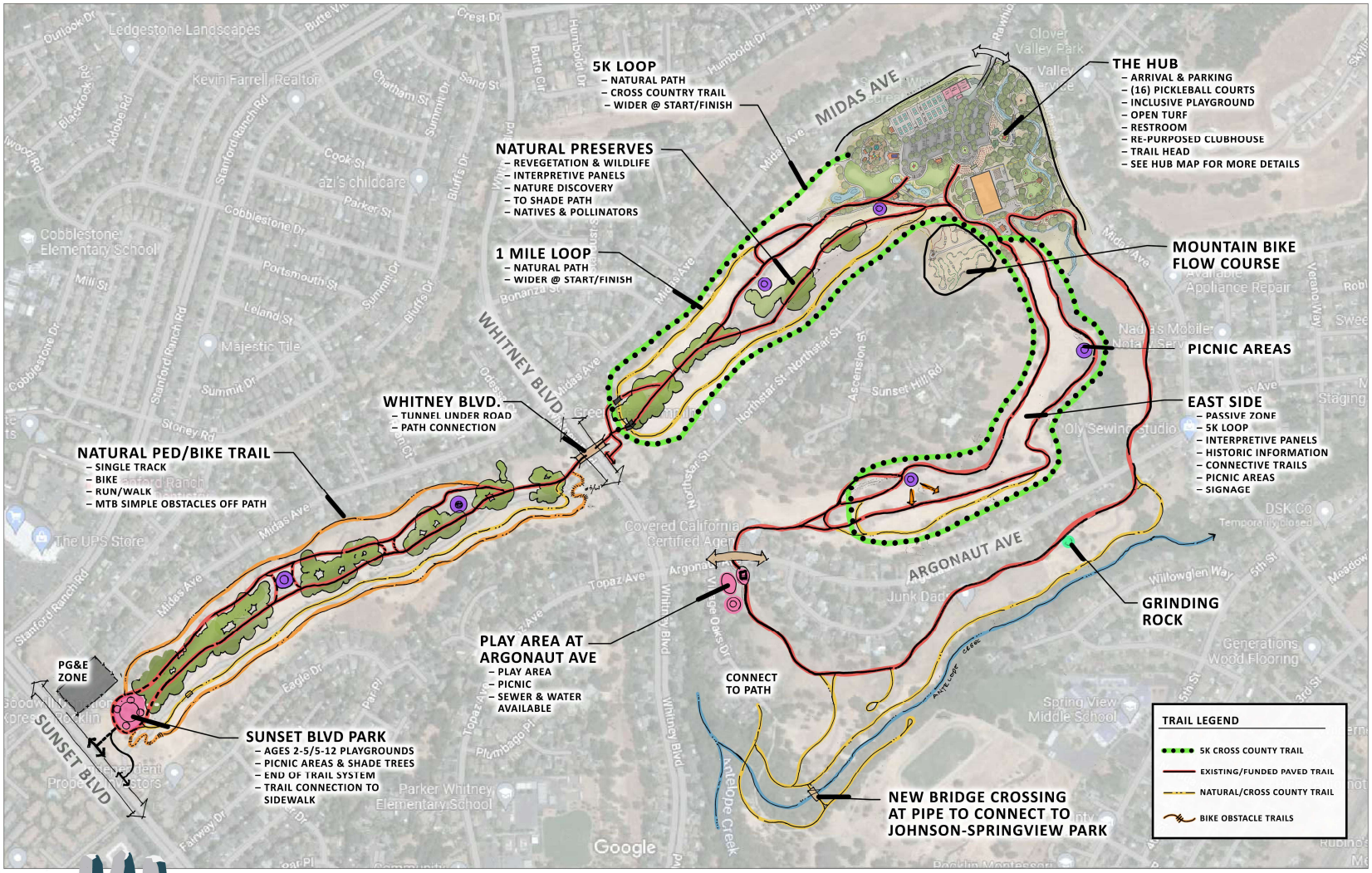
SUNSET WHITNEY RECREATION AREA (SWRA)

THE HUB - CONCEPT PLAN

ROCKLIN, CA

MDG
MELTONDESIGNGROUP

#2516 2022-11-01



ROCKLIN
CALIFORNIA

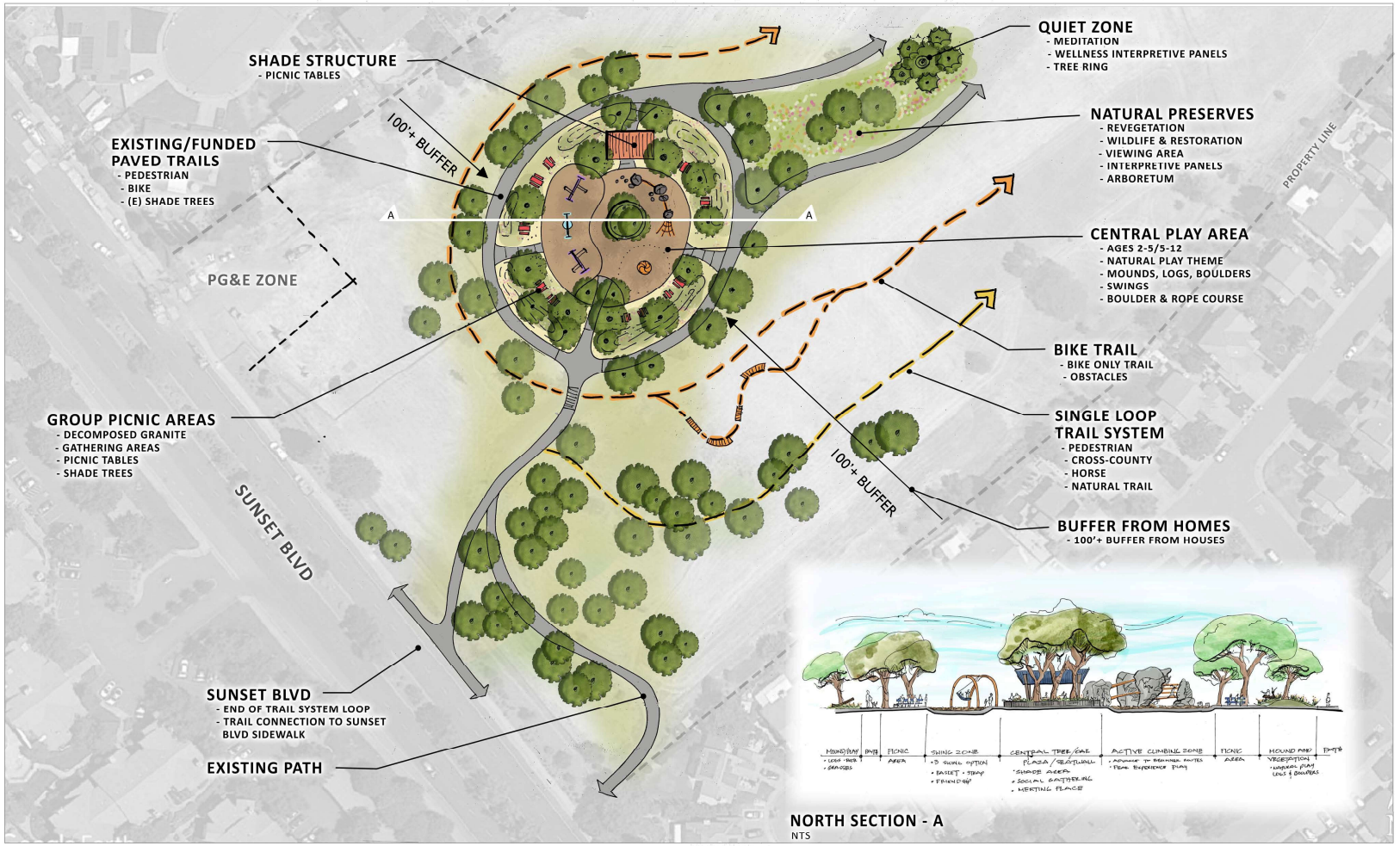
SUNSET WHITNEY RECREATION AREA (SWRA)

OVERALL SITE MAP - EXISTING & PROPOSED

ROCKLIN, CA

MDG MELTONDESIGNGROUP

#2511 2022-11-02



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

SUNSET BLVD PARK - CONCEPT PLAN

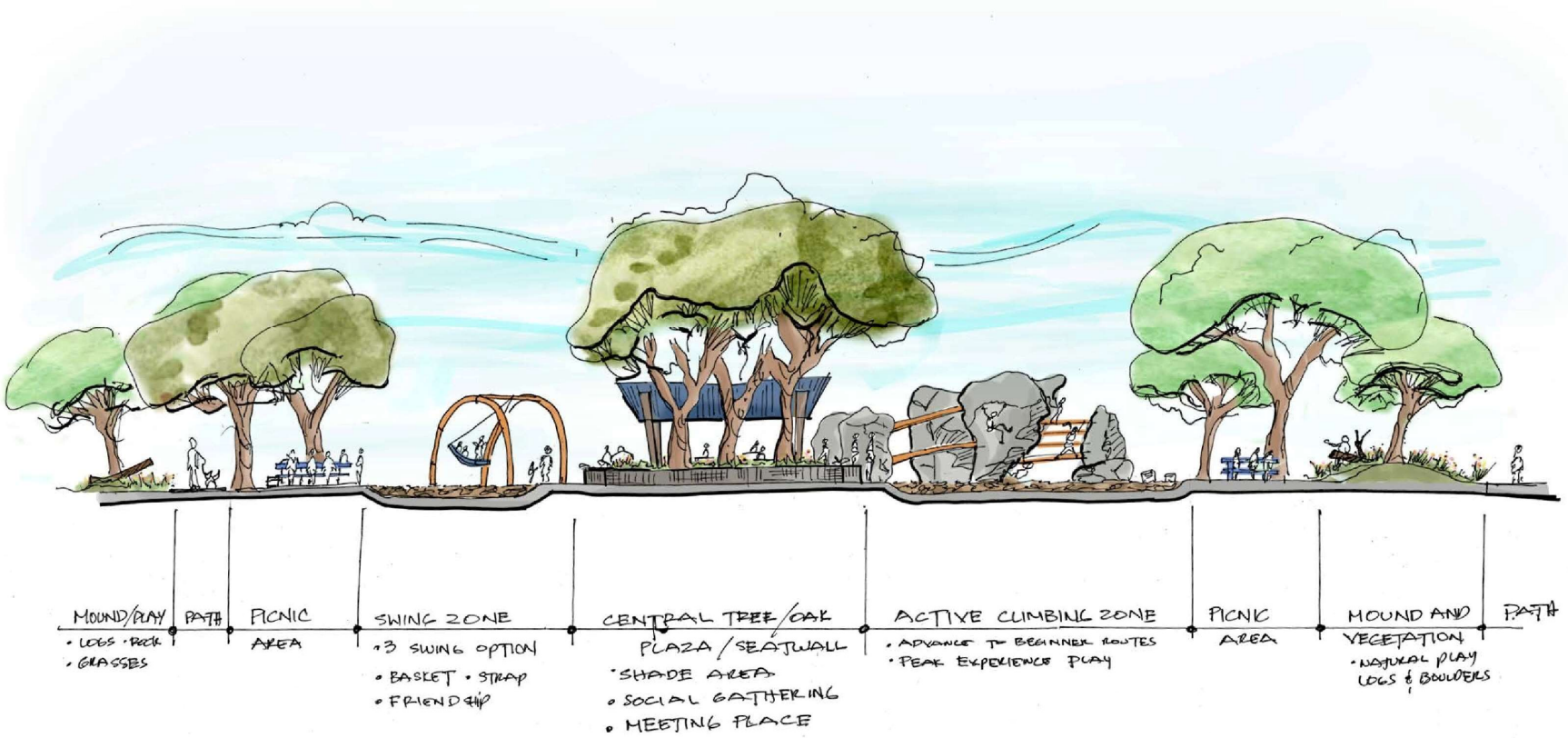
ROCKLIN, CA

0 30 60
SCALE: 1" = 30'

NORTH

MDG
MELTONDESIGNGROUP

#2516 2022-11-01



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

NOT TO SCALE

SUNSET AVE - PLAY AREA SECTION

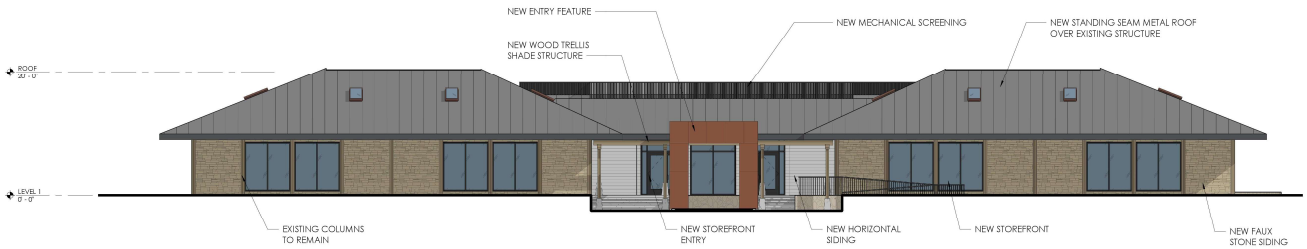
ROCKLIN, CA

MDG
MELTONDESIGNGROUP
#2511 2022-10-28

coar
DESIGN GROUP
previously JKA

ARCHITECTURE ANALYSIS

(CLUBHOUSE)



B1 A-3.4 NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



D1 A-3.4 EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

ROCKLIN CALIFORNIA

SUNSET WHITNEY RECREATION AREA

EXTERIOR ELEVATIONS - OPTION 1

MDG MELTON DESIGN GROUP, INC.

coar DESIGN GROUP previously JKA

SCALE: 1/8" = 1'-0"

Concept Design 01/31/23



B1 SOUTH EXTERIOR ELEVATION
A-3.5 SCALE: 1/8" = 1'-0"



D1 WEST EXTERIOR ELEVATION
A-3.5 SCALE: 1/8" = 1'-0"

ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA

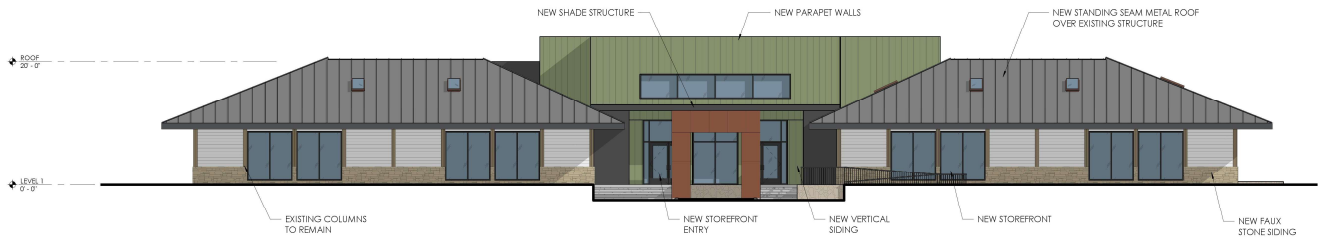
EXTERIOR ELEVATIONS - OPTION 1

MDG MELTONDESIGNGROUP, INC.

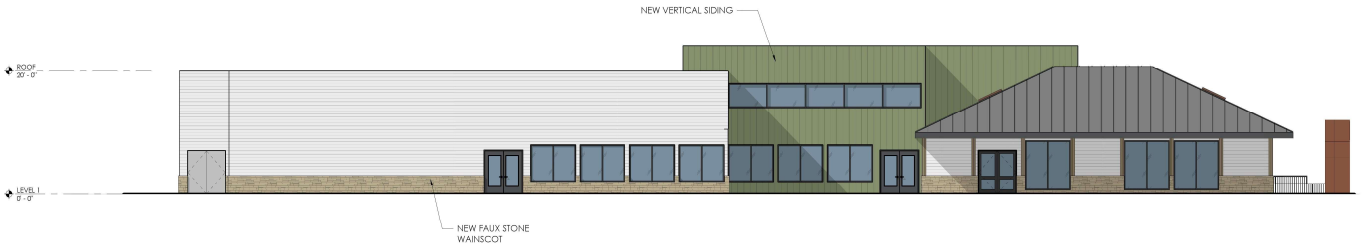
coar DESIGN GROUP
previously JKA

SCALE: 1/8" = 1'-0"

Concept Design 01/31/23



B1 A-3.7 NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



D1 A-3.7 EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA

EXTERIOR ELEVATIONS - OPTION 2

MDG MELTON DESIGN GROUP, INC.

coar DESIGN GROUP previously JKA

SCALE: 1/8" = 1'-0"

Concept Design 01/31/23



B1 SOUTH EXTERIOR ELEVATION
A-3.5 SCALE: 1/8" = 1'-0"



D1 WEST EXTERIOR ELEVATION
A-3.5 SCALE: 1/8" = 1'-0"

ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA

EXTERIOR ELEVATIONS - OPTION 2

MDG MELTONDESIGNGROUP, INC.

coar DESIGN GROUP previously JKA

SCALE: 1/8" = 1'-0"

Concept Design 01/31/23





ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA

PERSPECTIVE VIEWS - OPTION 1

MDG MELTONDESIGNGROUP, INC.

coar DESIGN GROUP previously JKA

SCALE:

Concept Design 01/31/23



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA

PERSPECTIVE VIEWS - OPTION 1

MDG MELTON DESIGN GROUP, INC.

coar DESIGN GROUP previously JKA

SCALE:

Concept Design 01/31/23





ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA

PERSPECTIVE VIEWS - OPTION 2

MDG MELTONDESIGNGROUP, INC.

coar DESIGN GROUP previously JKA

SCALE:

Concept Design 01/31/23



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA

PERSPECTIVE VIEWS - OPTION 2

MDG
MELTONDESIGNGROUP, INC.

coar
DESIGN GROUP
previously JKA

SCALE:

Concept Design 01/31/23

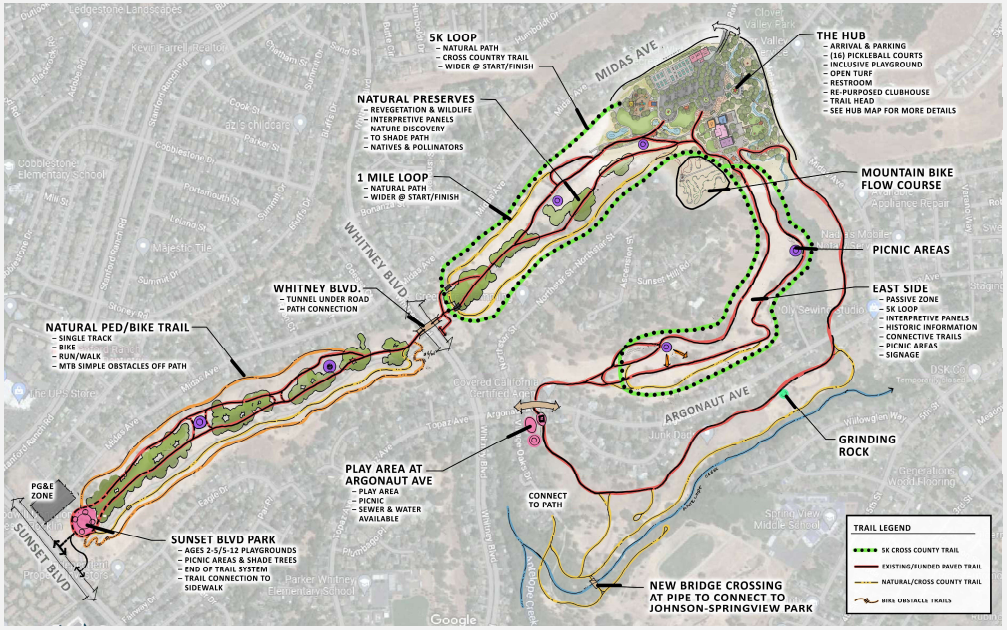
ROCKLIN CALIFORNIA + WDSLA Wilson Design Studio Landscape Architecture =

OPERATIONS & MAINTAINACE ANALYSIS



~ 3.5 FTE EMPLOYEES NEEDED



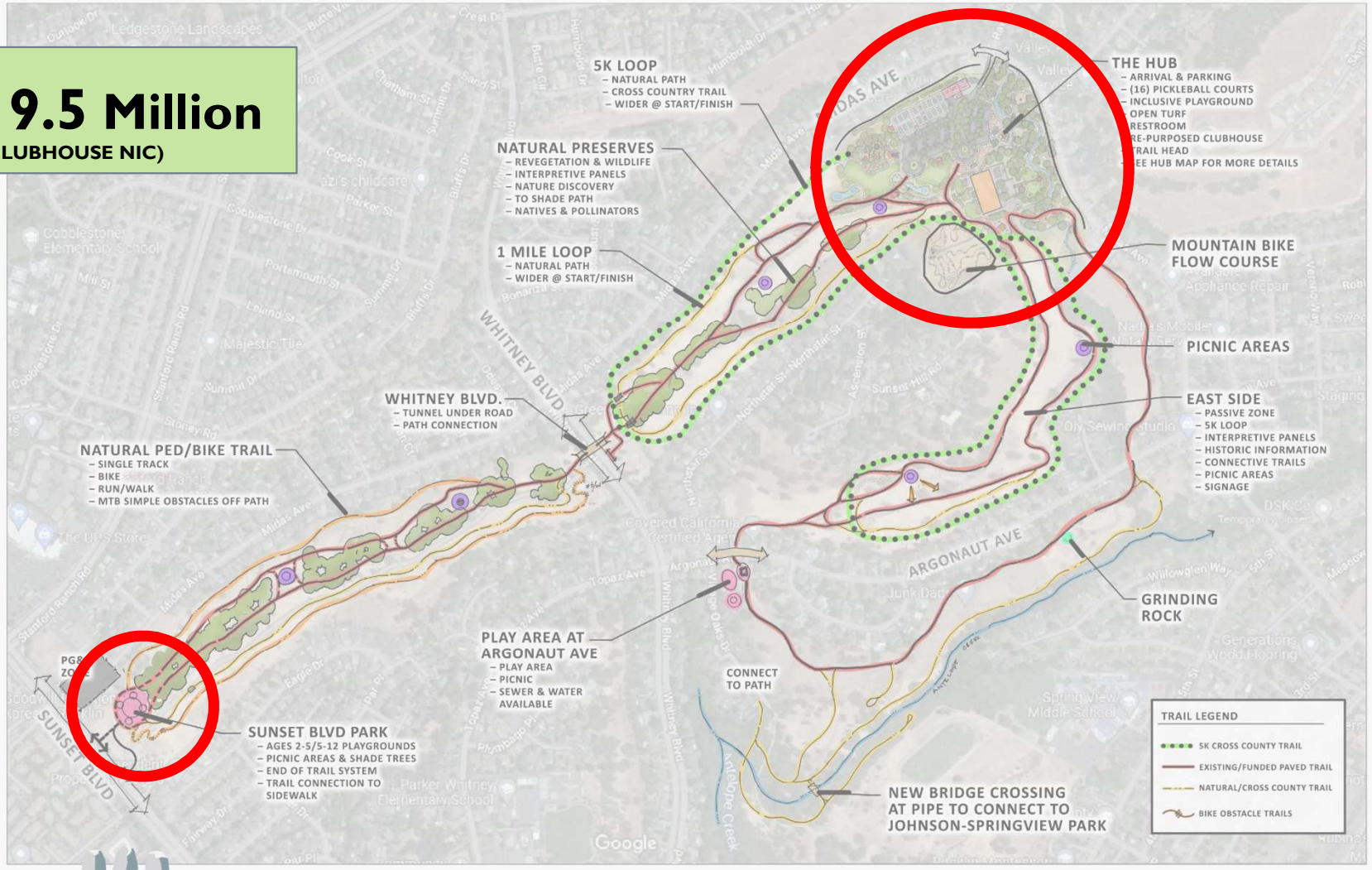


SWRA Total Estimated Operations and Maintenance Costs	
Staff Costs - High Season	$186,396
Staff Costs - Low Season	$90,382
Contract Costs - High Season	$64,150
Contract Costs - Low Season	$10,000
Materials/Supplies - High Season	$48,922
Materials/Supplies - Low Season	$24,204
Utilities - High Season	$120,000
Utilities - Low Season	$60,000
TOTAL	**$604,054 ***

O&M COST CONSIDERATIONS

- Maintenance Activity or Program
- Scale
- Frequency
- Time/Occurrence
- Staffing Level
- Job Classification
- Task
- Staffing Hourly Cost
- Total Hours/Task
- High/Low Season Costs
- Contracted Services and Costs
- Materials and Supplies
- Utility Costs

$ 19.5 Million
(CLUBHOUSE NIC)



ROCKLIN CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

OVERALL SITE MAP - EXISTING & PROPOSED

ROCKLIN, CA

MDG MELTONDESIGNGROUP #2511 2022-11-02

$ 18 Million
(CLUBHOUSE NIC)



ROCKLIN
CALIFORNIA

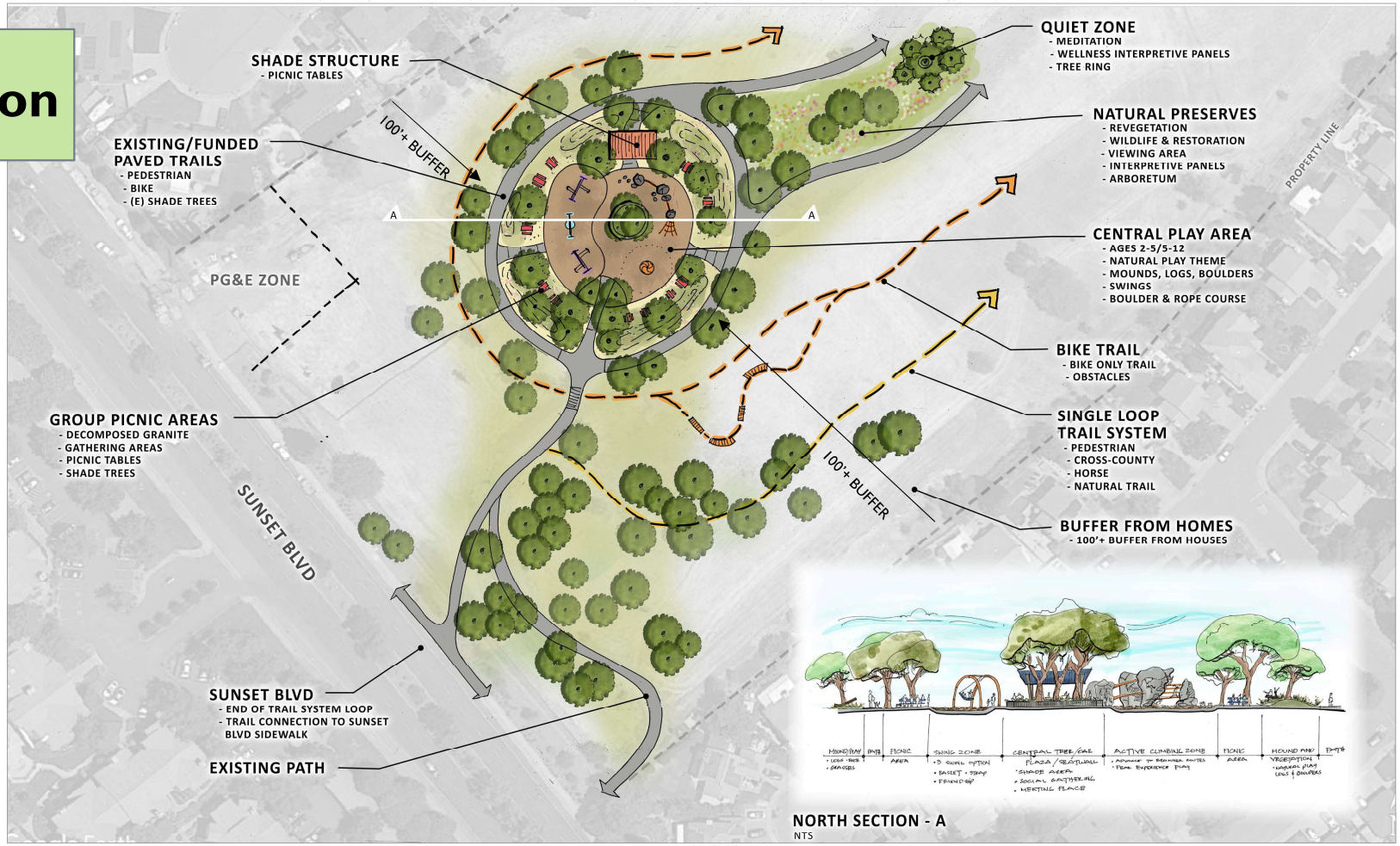
SUNSET WHITNEY RECREATION AREA (SWRA)

THE HUB - CONCEPT PLAN

ROCKLIN, CA

MDG
MELTONDESIGNGROUP
#2516 2022-11-01

$ 1.5 Million



ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

SUNSET BLVD PARK - CONCEPT PLAN

ROCKLIN, CA

SCALE 1" = 30'

MDG
MELTONDESIGNGROUP

#2516 2022-11-01

PHASING PLAN

PH I $5.6 MILLION

PH II $6.9 MILLION

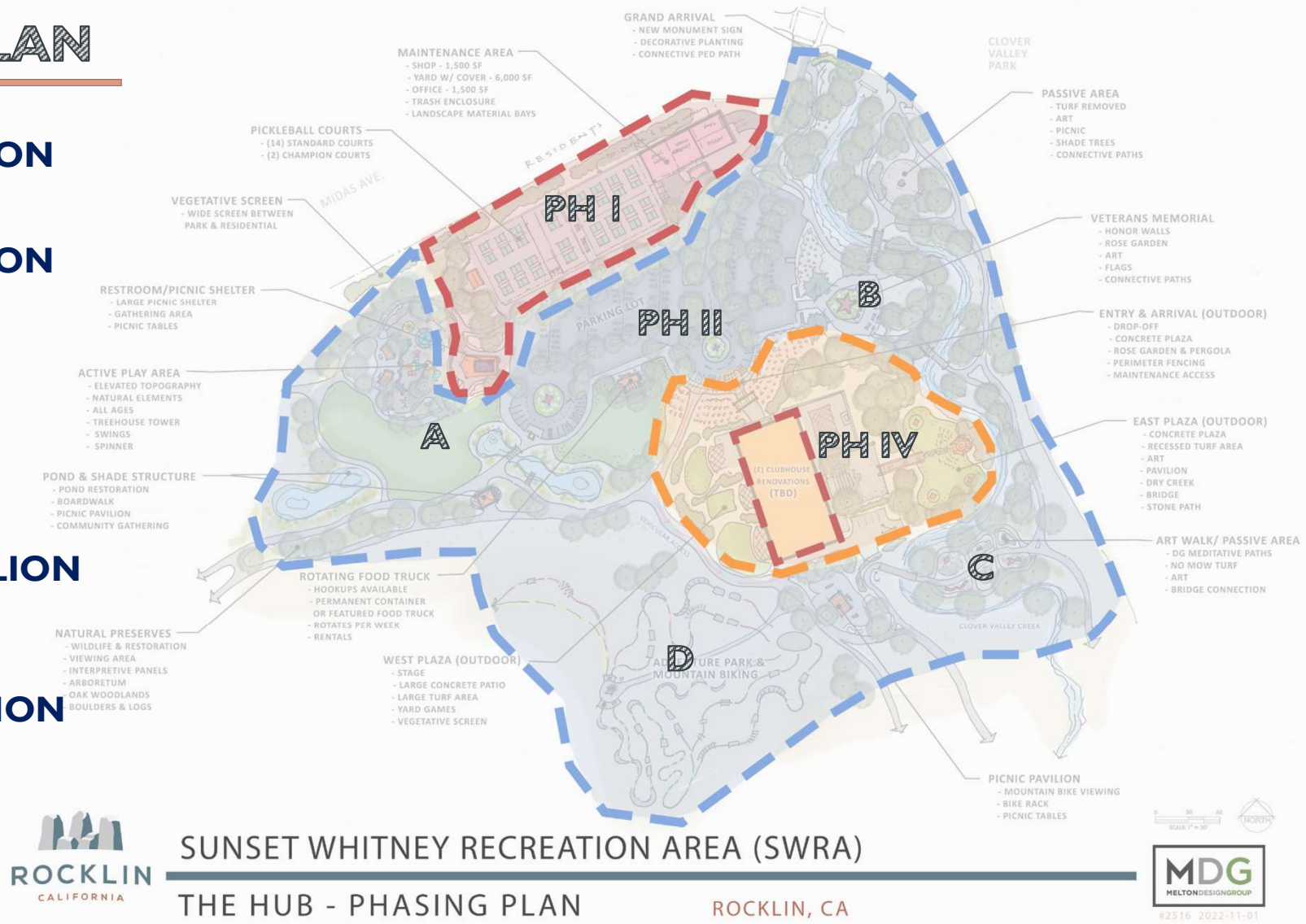
- A $4.8 MILLION
- B $370,000
- C $1 MILLION
- D $755,000

PH III $1.5 MILLION

(SUNSET BLVD PARK)

PH IV $10 MILLION

(CLUBHOUSE RENOVATION)



ROCKLIN CALIFORNIA

SUNSET WHITNEY RECREATION AREA (SWRA)

THE HUB - PHASING PLAN

ROCKLIN, CA

MDG MELTONDESIGNGROUP

OPTION I – CLUBHOUSE RENOVATION

$ 10 Million
(LANDSCAPE NIC)





ROCKLIN
CALIFORNIA

SUNSET WHITNEY RECREATION AREA

PERSPECTIVE VIEWS - OPTION 1

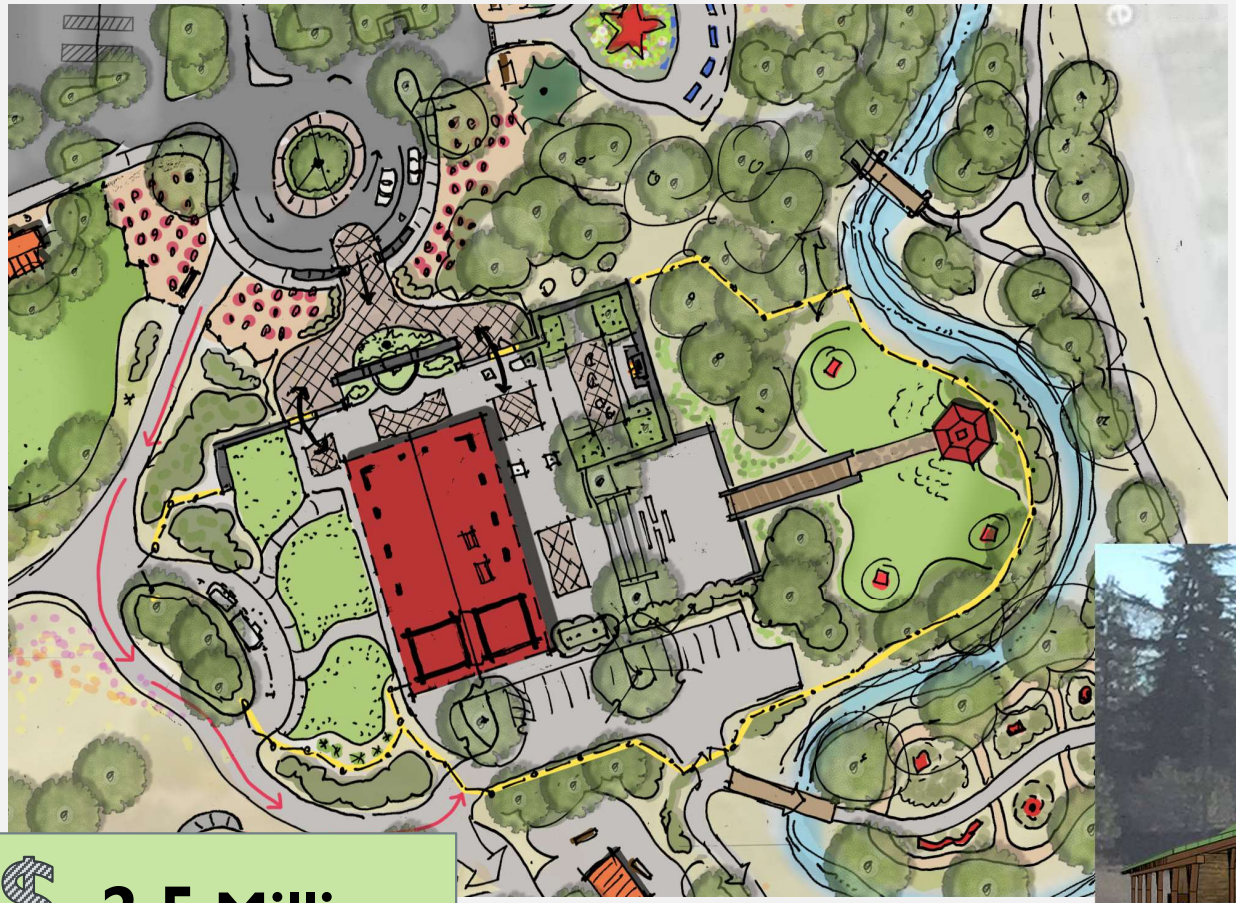
MDG MELTONDESIGNGROUP, INC.

coar DESIGN GROUP previously JKA

SCALE:

Concept Design 01/31/23

OPTION II - OPEN EVENT "BARN"



AMMENITIES

- ENTRY PLAZA/ROSE GARDEN
- LARGE OPEN AIR 'BARN' (60'x100')
- STORAGE
- KITCHEN
- RESTROOM
- OUTDOOR FIREPLACE
- FOOD TRUCK ACCESS
- CONCRETE PATIOS
- TURF AREAS
- EAST PLAZA
- GATHERINGS & EVENTS



$ 2.5 Million
(LANDSCAPE NIC)



THANK YOU !

ROCKLIN
CALIFORNIA

MDG
MELTONDESIGNGROUP

coar
DESIGN GROUP
previously JKA

WDSLA
Wilson Design Studio Landscape Architecture

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Tanus Circle Emergency Repairs

Date: February 14, 2023

Submitted By: Justin Nartker, Director of Public Services
Rick Lawrence, Public Services Manager

Department: Public Services

Recommendation:
Receive a Report Regarding Emergency Repairs at Tanus Circle in Accordance with Section 22050 of the California Public Contract Code.

Background:
During the recent storm event, an 8 inch perforated plastic storm drainpipe located on Tanus Circle, near Southside Ranch Road, was inundated with a large amount of water. A location map is included as Attachment 1.

The water saturated the surrounding soils causing road erosion/settling and created a void underneath the pavement that was approximately 4 foot by 5 foot in size. The void created an unsafe situation that required an emergency repair to prevent further damage to the city infrastructure and local utilities. This emergency situation would not permit a delay resulting from competitive solicitation for bids, and immediate action was necessary to respond to the emergency.

The roadway failure constitutes an emergency within the meaning of California Public Contract Code section 1102, because it was a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of property or essential public services. Under such circumstances, the City Manager, using her authority under Rocklin Municipal Code (RMC) section 3.04.90, determined pursuant to California Public Contract Code section 22050, that an emergency existed requiring the immediate expenditure of public money to safeguard life, health, property, or essential public services, and authorized the repairs to be made on an emergency basis, without competitive bidding.

The cost of the repair is estimated to be approximately $45,000-$50,000, which is within the City Manager's signing authority. In compliance with state law and the RMC, subsequent reports of the emergency repairs will be provided to the City Council. For expenditures over $50,000, the City Council will be requested to ratify the contract(s). (RMC 3.04.090(A)).

Fiscal Impact:
The cost of the repair is estimated to be between $45,000 and $50,000.

ATTACHMENTS:
1. Location Map

LOCATION MAP - TANUS CIRCLE EMERGENCY REPAIR

