ROCKLIN CITY COUNCIL

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

September 12, 2023
General Session at 6:00 p.m.

AMENDED AGENDA
*Item 5.A Urgency Ordinance and Regular Ordinance Prohibiting Syringe Exchange Programs has been added post-publication. Please see updated item 5A.

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

ALY ZIMMERMANN, *City Manager*
DANIEL CUCCHI, *Interim City Attorney*
DANIEL CHOE, *City Treasurer*
HALEY REID, *Acting City Clerk*

HOW TO PARTICIPATE

The City of Rocklin welcomes your interest and involvement in the City's legislative process. The City Council has established a procedure for addressing the Council. Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker identification sheet to the City Clerk. Speaker identification sheets are available near the entrance of the Council Chambers. For items listed on the agenda, any person may address the City Council at the time the item is considered. For items not listed on the agenda, any person may do so under Citizens Addressing the City Council. 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. The Brown Act does not permit the City Council to take action on items brought up under Citizens Addressing the City Council.

WRITINGS RECEIVED AFTER AGENDA POSTING

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

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AUDIO/VISUAL PRESENTATIONS

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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

MEETING INSTRUCTIONS

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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.
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.

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Dial (669) 900-6833.
Meeting ID, enter 812 7320 6179#
Meeting password, enter 239440#
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.

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

2A. Minutes of August 22, 2023 Regular Meeting of City Council
Recommendation: Approve the Minutes of the August 22, 2023 Regular City Council Meeting
Staff Presentation by Haley Reid, Acting City Clerk

2B. Proclamation Recognizing Retiring Rocklin Police Department Captain Trent Jewell
Recommendation: Present a City Council Proclamation Recognizing Retiring Rocklin Police Department Captain Trent Jewell
Staff Presentation by Haley Reid, Acting City Clerk

2C. 2023 Wall of Recognition Recommendations
Recommendation: Approve the 2023 Wall of Recognition recommendations made by the Community Recognition Commission
Staff Presentation by Elizabeth Sorg, Management Analyst

2D. Response to 2022-2023 Grand Jury Report: Spending on Homelessness Within Placer County
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Mayor to Execute a Response on Behalf of the City Council 2022-23 Grand Jury Final Report: Spending on Homelessness Within Placer County.
Staff Presentation by Aly Zimmermann, City Manager

2E. Quarterly Treasurer's Report
Recommendation: Receive the Treasurer's Report for the Quarter Ending June 30, 2023.
Staff Presentation by Megan Bressem, Management Analyst

2F. Accounts Paid List - April 1, 2023 to June 30, 2023
Recommendation: Receive the Accounts Paid List for April 1, 2023 to June 30, 2023.
Staff Presentation by Daniel Choe, Deputy Director of Administrative Services

2G. 2023 - 2026 AFSCME MOU
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Adopting the Negotiated Memorandum of Understanding Between the City of Rocklin and AFSCME Council 57, Local 146 AFL-CIO Representing the Public Service Employees Bargaining Unit, Repealing the Provisions of Any Resolutions in Conflict Herewith, and Approving Associated Salary Schedules.
Staff Presentation by Tameka Usher, Administrative Services Director

2H. Placer County Treasurer's Investment Pool - Designation of Authorized Staff
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing Investment of Monies in the Placer County Treasurer's Investment Pool, and Designating Staff Authorized to Deposit and Withdraw Monies.
Staff Presentation by Daniel Choe, Deputy Director of Administrative Services

2I. Management, Confidential, and Unrepresented Employees; Updated Resolution and Salary Schedule Adoption

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Adopting Rules, Regulations, Benefits, and Policies Relating to Employee Relations Between the Management, Confidential, and Unrepresented Employees and the City, Repealing the Provisions of Any Resolutions in Conflict Herewith, and Approving Revised Salary Schedules for Management and Confidential Employees.

Staff Presentation by Tameka Usher, Administrative Services Director

2J. Reimbursement for Fire Department Mutual Aid Responses

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing Fire Department Response and Reimbursement when deployed from Official Duty Station and Assigned to a California Office of Emergency Services Emergency Incident.

Staff Presentation by Shawn Watkins, Deputy Fire Chief

2K. On-Call Planning Services Contract

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract for Services with CSG Consultants, Inc.

Staff Presentation by David Mohlenbrok, Director of Community Development

2L. Purchase of a Driving Under the Influence Education and Enforcement Trailer

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Purchase of One Driving Under the Influence (DUI) Education and Enforcement Trailer; Authorizing the City Manager to Execute the Necessary Purchase Documents with Ultra Haulers; and Authorizing a Budget Appropriation.

Staff Presentation by Justin Nartker, Director of Public Services

2M. Purchase of Crime Scene Investigation Van

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of One (1) Sentry Transit Crime Scene Investigation (CSI) Van from Gerling and Associates, Inc. and Authorizing the City Manager to Execute the Necessary Purchase Documents.

Staff Presentation by Juatin Nartker, Director of Public Services

2N. SWRA East Pathway Phase II Project NOC

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Additional Construction on the Public Work Known as SWRA East Pathway Phase II Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Consolidated Engineering, Inc.).

Staff Presentation by Justin Nartker, Director of Public Services

2O. Mountaingate Drive Roadway Replacement NOC

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Mountaingate Drive Roadway Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Central Valley Engineering and Asphalt, Inc.).

Staff Presentation by Justin Narkter, Director of Public Services

2P. Cooperative Purchase Agreements

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2023/24.

Staff Presentation by Justin Nartker, Director of Public Services

2Q. Whitney Ranch Community Park Cell Tower Project

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (AT&T - Whitney Ranch Community Park Cell Tower Project).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Option and Tower Structure License Agreement (AT&T - Whitney Ranch Community Park Cell Tower Project).

Staff Presentation by Jeff Scanlon, Administrative Analyst

2R. Johnson-Springview Park Cell Tower Project

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (AT&T - Johnson-Springview Park Cell Tower Project).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Option and Tower Structure License Agreement (AT&T - Johnson-Springview Park Cell Tower Project).

Staff Presentation by Jeff Scanlon, Administrative Analyst

3. SPECIAL PRESENTATIONS

3A. Proclamation Recognizing Retiring Rocklin Police Department Captain Trent Jewell

4. PUBLIC HEARINGS

4A. Annexation Into Community Facilities District No. 1 (Maverik Gas Station, APN 017-283-047-000)

Recommendation:

A. Conduct a Public Hearing to consider testimony.
B. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 78), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Maverik Gas Station, APN 017-283-047-000).
C. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 78) (Maverik Gas Station, APN 017-283-047-000).

Staff Presentation by Megan Bressem, Management Analyst

4B. 2022 Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation:

A. Conduct a Public Hearing to Consider Testimony.
B. Adopt a Resolution of the City Council of the City of Rocklin Authorizing Staff to Submit the 2022 Consolidated Annual Performance and Evaluation Report (CAPER) and Authorizing the City Manager to Execute and File All Documents Required for Submittal to the U.S. Department of Housing and Urban Development (HUD).

Staff Presentation by Sherri Conway, Assistant City Manager

4C. Sidewalk Vending Regulations

Recommendation:

A. Conduct a Public Hearing to consider testimony.
B. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Adding Chapter 5.26 to Title 5 of the Rocklin Municipal Code to Establish Sidewalk Vending Regulations.

Staff Presentation by David Mohlebrok, Director of Community Development

5. DISCUSSION ITEMS

5A. Urgency Ordinance and Regular Ordinance Prohibiting Syringe Exchange Programs

Recommendation:

A. Adopt an Urgency Ordinance of the City Council of the City of Rocklin adding Chapter 5.46 to Title 5 of the Rocklin Municipal Code prohibiting syringe exchange programs from operating in the City of Rocklin, and Finding and Determining that the Urgency Ordinance is not subject to the California Environmental Quality Act pursuant to the CEQA Guidelines Sections 15061(b)(3), and 15378.

B. Introduce, waive full reading, and read by title only an Ordinance of the City Council of the City of Rocklin adding Chapter 5.46 to Title 5 of the Rocklin Municipal Code prohibiting syringe exchange programs from operating in the City of Rocklin, and Finding and Determining that the Ordinance is not subject to the California Environmental Quality Act pursuant to the CEQA Guidelines Sections 15061(b)(3), and 15378.

Staff Presentation by Rustin Banks, Police Chief

6. FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Minutes of August 22, 2023 Regular Meeting of City Council

Date: September 12, 2023

Submitted By: Haley Reid, Acting City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the August 22, 2023 Regular City Council Meeting

ATTACHMENTS:
1. DRAFT - Meeting Minutes of August 22, 2023

REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL

August 22, 2023
GENERAL SESSION at 6:00 p.m.

Council Chambers
3970 Rocklin Road, Rocklin, CA 95677
www.rocklin.ca.us

MEETING MINUTES
-DRAFT-

CALL TO ORDER
Mayor Broadway called the meeting to order at 6:00 p.m.

ROLL CALL
Councilmembers: David Bass, Jill Gayaldo, Bill Halldin, Greg Janda, Mayor Ken Broadway

PLEDGE OF ALLEGIANCE
Mayor Broadway led the pledge of allegiance.

AGENDA REVIEW
None.

CITIZENS ADDRESSING THE CITY COUNCIL
Benjamin Bjorkman addressed the City Council regarding the closure of CBC Rustic Designs on Rocklin Road.

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER
City Council Reports

Councilmember Halldin thanked the team that worked on National Night Out.

Councilmember Gayaldo reported attendance at the welcome new teachers orientation at the Rocklin Unified School District, the ribbon cutting for the new Placer County Clerk Recorders office in Rocklin, the Placer Mosquito & Vector Control District board meeting, and the Sacramento Area Council of Governments (SACOG) board meeting.

Councilmember Bass expressed appreciation for the Church of Jesus Christ of Latter-Day Saints for inviting him to the new Feather River temple. Additionally, he expressed appreciation for the Rocklin Police Department, Rocklin Unified School District for assisting local businesses with an issue regarding student activity.

Mayor Broadway reported attendance at the ribbon cutting for the new Placer County Clerk Recorders office, and the West Placer Waste Management board meeting.

City Manager Report

City Manager Aly Zimmermann highlighted upcoming City events happening at Quarry Park including, Collin Raye, Dave Koz, Ever Clear, and Patriot Day. She advised that City facilities will be closed Monday, September 4, 2023 in observance of the Labor Day holiday.

2. CONSENT CALENDAR

2A. Minutes of the August 8, 2023 Regular Meeting of the City Council
Action: Approved the Minutes of the August 8, 2023 Regular Meeting of the City Council.

2B. League of California Cities 2023 Annual Conference - Appointment of Voting Delegate
Action: Appointed Mayor Ken Broadway as the Voting Delegate to the League of California Cities 2023 Annual Conference.

2C. Police Department Men's Locker Room Shower Refurbishment Notice of Completion
Action: Adopted Resolution No. 2023-124 of the City Council of the City of Rocklin Accepting the Public Work Known as Police Department Men's Locker Room Shower Refurbishment, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (PBM Construction, Inc.).

2D. Springview Area Road Resurfacing (Cape Seal) Notice of Completion
Action: Adopted Resolution No. 2023-125 of the City Council of the City of Rocklin Accepting the Public Work Known as Springview Area Road Resurfacing (Cape Seal), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (American Pavement Systems, Inc.).

2E. Springview Drive Pipe Replacement Project Notice of Completion
Action: Adopted Resolution No. 2023-126 of the City Council of the City of Rocklin Accepting the Public Work Known as Springview Drive Pipe Replacement Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Glissman Excavating, Inc.).

2F. Reallocation of Director of Long-Range Planning and Housing to Principal Planner and Adoption of a Principal Planner Salary Range
Action: Adopted Resolution No. 2023-127 of the City Council of the City of Rocklin Reallocating One Director of Long-Range Planning and Housing to Principal Planner; and Adopting Revised Management Employees' Salary Schedule.

2G. Pulled for discussion

2H. Pulled for discussion

Motion to approve Consent Calendar item Nos. 2A. – 2F. by Vice Mayor Janda, seconded by Councilmember Gayaldo. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE
Abstain:	NONE

2G. Sierra Joint Community College District Transfer of Land to City of Rocklin
Action: Adopted Resolution No. 2023-128 of the City Council of the City of Rocklin Authorizing the City Manager to Enter into an Agreement with the Sierra Joint Community College District for the Transfer of Fee Title for Two Properties.

Mayor Broadway asked City Attorney Cucchi to provide clarification regarding the contract with the Sierra Join Community College District.

Motion to approve Consent Calendar item No. 2G by Councilmember Gayaldo, seconded by Vice Mayor Janda. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE
Abstain:	NONE

2H. Resolution Opposing the Release of a Sexually Violent Predator in South Placer
Action: Adopted Resolution No. 2023-129 of the City Council of the City of Rocklin Opposing the Release of a Sexually Violent Predator into the Incorporated Areas of South Placer County.

The Council discussed the Resolution.

Public Comment:

Anthony DeMattei addressed the City Council regarding the item.

Assemblyman Joe Patterson addressed the City Council regarding the item.

Motion to approve Consent Calendar item No. 2H by Councilmember Gayaldo, seconded by Councilmember Halldin. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE
Abstain:	NONE

3. SPECIAL PRESENTATIONS

3A. Presentation by Assemblyman Joe Patterson

Assemblyman Joe Patterson presented the City Council with a ceremonial check for $500,000, representing an appropriation in the FY 2023/24 California State Budget, to provide assistance in building a bridge to connect Sunset Whitney Recreation Area and Johnson-Springview Park.

City Council comments followed.

3B. Summer Civic Career Program Presentation

DRAFT

Administrative Services Director Tameka Usher provided an update from the 2023 Summer Civic Career Program. Students who completed the program received a certificate and scholarship.

City Council comments followed.

3C. Placer Mosquito & Vector Control District Annual Update

Meagan Luevano, Public Information Officer with the Placer Mosquito & Vector Control District, provided an annual update on programming.

Public Comment:

Benjamin Bjorkman provided comment regarding the presentation.

City Council comments followed.

4. PUBLIC HEARINGS

4A. South Whitney Mixed Use Time Extension / Tentative Parcel Map, DL2015-0001; Design Review, DR2014-0016; Oak Tree Preservation Plan Permit, TRE2015-0009; and Tentative Subdivision Map, SD2017-0006

Action:

A. Conducted a Public Hearing to Consider Testimony

B. Adopted Resolution No. 2023-130 of the City Council of the City of Rocklin Approving a One-Year Time Extension of a Tentative Parcel Map (South Whitney Mixed Use Third Time Extension / DL2015-0001)

C. Adopted Resolution No. 2023-131 of the City Council of the City of Rocklin Approving a One-Year Time Extension of a Tentative Subdivision Map, Design Review and Oak Tree Preservation Plan Permit (South Whitney Mixed Use Tentative Subdivision Map Third Time Extension / SD-2017-0006, DR2014-0016, and TRE2015-0009).

Manager of Planning Services Bret Finning presented to Council.

Mayor Broadway opened the public hearing. Seeing no public comment, Mayor Broadway closed the public hearing.

Motion to approve Item No. 4 by Councilmember Gayaldo, seconded by Vice Mayor Janda. Passed by the following vote:

Ayes:	Bass, Broadway, Gayaldo, Halldin, Janda
Noes:	NONE
Absent:	NONE
Abstain:	NONE

5. DISCUSSION ITEMS

None.

6. FUTURE AGENDA ITEMS

Councilmember Gayaldo requested an item to extend park hours.

ADJOURNMENT

Mayor Broadway adjourned the meeting at 7:40 p.m.

Respectfully submitted,

_____

Haley Reid, Acting City Clerk

DRAFT

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Proclamation Recognizing Retiring Rocklin Police Department Captain Trent Jewell

Date: September 12, 2023

Submitted By: Haley Reid, Acting City Clerk

Department: Police

Recommendation:
Present a City Council Proclamation Recognizing Retiring Rocklin Police Department Captain Trent Jewell

ATTACHMENTS:
1. Proclamation Recognizing Captain Trent Jewell Retirement

Proclamation

Issued by City Council

WHEREAS, *Captain Trent Jewell has been employed with the City of Rocklin Police Department since 2003, and during that time, has provided exemplary service to the City and the Rocklin community; and*

WHEREAS, *Captain Trent Jewell has dedicated over twenty-eight years of his professional career to public service, serving as Captain, Lieutenant, Sergeant, Corporal, and Acting Police Chief; and*

WHEREAS*, during his distinguished career, Captain Trent Jewell held positions such as Support Services Division Commander, Patrol Lieutenant, Youth Services Sergeant, Honor Guard, Field Training Officer, Tactical Flight Officer, Off-Road Motorcycle Officer, Crisis Negotiator, Defensive Tactics and Weaponless Defense Instructor, Major Accident Investigations Team, Training Committee, and Community Oriented Policing Committee Member; and*

WHEREAS*, throughout his tenure with the City of Rocklin, Trent has demonstrated a remarkable work ethic, tireless dedication to public service, civility and professionalism; and*

WHEREAS, *Captain Trent Jewell is a highly decorated officer in the Department and has received numerous commendations over his long career including; Officer of the Year in 2007, a Silver medal of valor in 2009, and most recently he has been nominated for the Matthew Redding Guardian Award for 2023; and*

WHEREAS, *after more than 28 years of police service Captain Trent Jewell is retiring from a profession and a City he has served well on September 15, 2023.*

NOW, THEREFORE, BE IT RESOLVED, *the City Council of the City of Rocklin recognizes, appreciates, and commends Captain Trent Jewell for over 28 years of public service, and extraordinary leadership and service to the City of Rocklin.*

_____ Mayor

_____ Vice Mayor

_____ Councilmember

_____ Councilmember

_____ Councilmember

Dated: September 12, 2023

ATTEST:

_____

Haley Reid, Acting City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2023 Wall of Recognition Recommendations

Date: September 12, 2023

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:
Approve the 2023 Wall of Recognition recommendations made by the Community Recognition Commission

Background:
Nominations for the 2023 Wall of Recognition opened on July 3, 2023 and closed on August 7, 2023. The Commission received a total of nine submissions with two individuals nominated more than once for a total of seven unique nominations.

The Community Recognition Commission met on August 16, 2023 to discuss the nominations and select a nominee to be engraved in the Wall of Recognition. After deliberation, the Commission recommends that two honorees be engraved on the Wall this year:

- Kathy Lund, Peter Hill, and George Magnuson to be engraved as one group
- The Joel Parker Whitney family

Should the City Council approve the recommendation, the honorees will be engraved on the Wall in fall of 2023.

Fiscal Impact:
The estimated cost of the engraving is $1,000. Funds have been budgeted for the Wall of Recognition in the City Manager's Office Fiscal Year 2023/24 Annual Budget.

ATTACHMENTS:
1. Wall of Recognition 2023 Nominations

Wall of Recognition Nominations (2023)

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ROCKLIN
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Twiana Armstrong

Is the nominee a Rocklin resident, Rocklin based business or organization? Or was the nominee a Rocklin resident or business or organization at the time of their community service?: Yes

Name of Nominator: Placer Community Foundation

Please describe any association between the nominee and the City of Rocklin:
Twiana is the epitome of a leader for the City of Rocklin and south Placer County. Her numerous involvements are listed below.

Please list the dates of the nominee's city affiliations:
Planning Commissioner
Jun 2022 - Present

Honorary Board Member
Rocklin Area Chamber of Commerce
Jan 2020 - Dec 2021

Co Chair
Leadership Rocklin
Jun 2019 - Jun 2023

Vice Chair
Arts Council of Placer County
Jan 2019 - Present

Describe the community service performed by the nominee that merits consideration of a Wall of Recognition award. If the nominee is a business, group, or organization, please also describe the main goal of the entity that is being nominated:

Twiana is a leader who never stops giving to her community. She always raises her hand and fulfills needs. In addition to being a small business owner, Twiana is constantly volunteering to further several causes, including the arts, leadership development, history, and racial justice.

Twiana has thoughtfully organized and led the Juneteenth and Martin Luther King, Jr. Day celebrations for the last few years for the City of Rocklin which draw hundreds of participants to the city to gather, connect, and learn from one another. These events have

become signature get togethers that are anticipated all year long because they provide the space and opportunity to reflect on our history and develop as a community. Our cities and county are better for holding these events each year.

When did the community service take place?:
Over the last 5 years, Twiana has grown heavily involved with the causes mentioned above.

Please include any other information about the nominee you feel is important:
Twiana Armstrong is a pillar of our community and deserves recognition for her many efforts to make the City of Rocklin a wonderful place to live, work, and play.

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Michael “Buck” Clark

Is the nominee a Rocklin resident, Rocklin based business or organization? Or was the nominee a Rocklin resident or business or organization at the time of their community service?: Yes

Name of Nominator: Holly Clark

Please describe any association between the nominee and the City of Rocklin:
N/A

Please list the dates of the nominee’s city affiliations:
N/A

Describe the community service performed by the nominee that merits consideration of a Wall of Recognition award. If the nominee is a business, group, or organization, please also describe the main goal of the entity that is being nominated:

What does Buck enjoy about being a part of the Rocklin community, and what has motivated him to give back in the ways he has?

Buck realized what a great community this was to raise his children and build his business. He is motivated by hard work and always helping others.

What does it mean to Buck to have been able to help others and be recognized for his kindness?

Helping others is second nature to Buck. He has had his far share of ups and downs and knows that kindness can go a long way. Before Buck's stroke in April 2019 neighbors frequently asked for a helping hand, which Buck was always willing to give.

How has volunteering and giving back enriched your family’s lives?

By volunteering and giving back Buck was able to know not only his neighbors but his Rocklin community. Looking back at old photos, Old St Marys Chapel is a wonderful example of a project near and dear to Bucks heart. As a resident of Front Street we can see every day the impact community service can have. We did the roofing on both OSM and the firehouse as well, projects like this are accomplished through hard work and dedication from people like what.

Michael Clark has been a strong community builder in downtown Rocklin with a respect for its history since moving to the City in 1989. He is dedicated to his community and helping others.

Clark has been a vital member of the Rocklin Historical Society (RHS) in its restoration activities in the Quarry District. His roofs grace Old St. Mary's Chapel, the Rocklin History Museum, the Firehouse and many of the homes in the neighborhood. He can regularly be seen lending a helping hand or a forklift for RHS restoration activities and fundraisers, as well as to his Quarry District neighbors.

As the owner of M.S. Clark Roofing since 1990, he has participated in and contributed to countless community events. During the Rocklin Jubilee and Kiwanis Community Festivals, Clark supported the events with parade floats, sponsorships, and vendor booths, and was a proud chili cook in several Hot Chili and Cool Cars events. Clark also provided free food service since the inception of the Rocklin Tree Lighting. MS Clark Roofing was also the sponsor of Rocklin Youth Soccer girls teams for many years.

Michael Clark is a Front Street legend to his community and dedicate father and husband to his family.

When did the community service take place?:
Mike worked so hard for his community since he moved here in 1989 and up until his passing in September 2022.

Please include any other information about the nominee you feel is important:

There is a wonderful article in the Rocklin Historical Society Quarry Quarterly honoring his memory and how he was known as the unofficial Mayor of Front Street. The above is from my submission for his Rukahla award. At our Clarks Corner grand opening he was recognized by the city and state assembly for over thirty years of serving the community and offering retail products and space to an area that greatly needs it. His legacy lives on still at the corner of Front and B St but it would be very fitting and for his name to be on the wall of recognition as well. He fought so hard to find people to help restore Old St Marys. And then he fought hard and wouldn't shut up about how Heritage Park needed an orchard. I look around and see so much of him here. If any one person deserves their name on a wall on Front Street it is defiantly Michael Clark.

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CALIFORNIA

Michael “Buck” Clark

Is the nominee a Rocklin resident, Rocklin based business or organization? Or was the nominee a Rocklin resident or business or organization at the time of their community service?: Yes

Name of Nominator: April Cole

Please describe any association between the nominee and the City of Rocklin:
Buck was a business owner in the City of Rocklin

Please list the dates of the nominee’s city affiliations:
From 1980's through his passing in 2022

Describe the community service performed by the nominee that merits consideration of a Wall of Recognition award. If the nominee is a business, group, or organization, please also describe the main goal of the entity that is being nominated:

Buck was a cornerstone in Rocklin for over 30 years. As the owner of the local roofing company, MS Clark Roofing, but more importantly as a dedicated servant to the community, volunteering countless hours to community development, education and historical preservation. When I think of the City of Rocklin, there is not one space where I don't think of Buck's influence, support and passion that made it better.

When did the community service take place?:
From 1980's through his passing in 2022

Please include any other information about the nominee you feel is important:

I moved to Rocklin with my family when I was 12 years old. As a student at Springview Middle School, I met his daughter Holly and became friends. Oftentimes we talk about accomplishments through direct results, but what I feel is important to share about Buck is that his community service was inspiring. As a young adult I witnessed a fun and kind man who was not just dedicated to his family and his work, but equally to his community. He didn't sit me down and talk about the importance of giving back to your community, he simply demonstrated it as an extension of himself. Through this, I grew up with a community mindset, and the understanding of the value of giving back. As an adult, I moved away from Rocklin, but in my community of Truckee I have served on many local non-profit boards, have been named a volunteer of the year (3 years in a row) and have served as the President of our Rotary Club. I directly attribute my desire to be involved and

give back to my community to Buck. And I know I'm not the only one he inspired. Buck's giving is exponential, as he has inspired an entire generation to try to live up to a small percentage of the incredible work he's done in his community of Rocklin.

ROCKLIN
CALIFORNIA

Kathy Lund, Peter Hill, George Magnuson

Is the nominee a Rocklin resident, Rocklin based business or organization? Or was the nominee a Rocklin resident or business or organization at the time of their community service?: Yes

Name of Nominator: Bill Halldin

Please describe any association between the nominee and the City of Rocklin:

George, Kathy and Peter served nearly 30 years each on the Rocklin City Council, beginning in the 1980s and going until 2010 for Kathy, 2012 for Peter and 2016 for George. The city we know today was created during their tenures, including master-planned developments like Whitney Ranch, Whitney Oaks and Stanford Ranch. They pushed for key transportation improvements like the Sierra College, Sunset, Blue Oaks and Whitney Ranch interchanges, laying the framework for Rocklin's key commercial development, which today provides funding for the city's public safety programs that make us a safe community. But, more than anything, they remained focused on Rocklin being a family community with great schools. They partnered closely with the RUSD and consistently gave back to our community, demonstrating their servant leadership for Rocklin. Beyond the Council, Peter Hill served on the School Board, Kathy Lund was active in the Historical Society and a leader statewide, and George Magnuson led the Opu Cooking Crew, available to cook food for any non-profit that needed it. George was also a decades-long volunteer for the fire department.

Please list the dates of the nominee's city affiliations:
1970s-2010s

Describe the community service performed by the nominee that merits consideration of a Wall of Recognition award. If the nominee is a business, group, or organization, please also describe the main goal of the entity that is being nominated:
George, Kathy and Peter worked tirelessly together to make Rocklin the community it is today. Whether it was their service on the City Council or as community volunteers, they remained solely focused on making Rocklin one of the best communities in America. Their collective fingerprints are everywhere in town: residential developments, the preservation of St. Mary's Church, our park network, the Rocklin History Museum and much more.

When did the community service take place?:
1970s-2010s

Please include any other information about the nominee you feel is important:
Many are worthy of being on the Wall of Recognition. It would be fitting to put these three long-time leaders on the Wall at the same time because of their partnership and dedication to working together for so many years.

ROCKLIN
CALIFORNIA

Casey Rivara

Is the nominee a Rocklin resident, Rocklin based business or organization? Or was the nominee a Rocklin resident or business or organization at the time of their community service?: Yes

Name of Nominator: Art Sederquist

Please describe any association between the nominee and the City of Rocklin: Casey Rivara demonstrated, as his last act of his life, compassion and care for life and our City of Rocklin. Mr Rivara, through his act of the highest order of character, and at his family's tremendous loss, serves to remind Rocklin of the value of life, the demonstration of caring for life, and how Rocklanders must operate vehicles and use our community roadways with the highest care and respect for the safety of others.

Please list the dates of the nominee's city affiliations: May 18, 2023

Describe the community service performed by the nominee that merits consideration of a Wall of Recognition award. If the nominee is a business, group, or organization, please also describe the main goal of the entity that is being nominated: N/A

When did the community service take place?: N/A

Please include any other information about the nominee you feel is important: N/A

ROCKLIN
CALIFORNIA

Casey Rivara

Is the nominee a Rocklin resident, Rocklin based business or organization? Or was the nominee a Rocklin resident or business or organization at the time of their community service?: Yes

Name of Nominator: Michelle Patrick

Please describe any association between the nominee and the City of Rocklin:

Casey Rivera, a Rocklin resident, was the only person (a father coming home from picking up his two children from swimming lessons) to step out of his car on a busy street to help Rocklin's herd of baby ducks safely cross the street while all others remained safely in their own cars, before getting struck and losing his life.

The long term service Casey Rivera provides to the community in regards to what he has contributed to the City of Rocklin, is his act of heroics which are immeasurable and his story has flooded media outlets around the world, bringing an indelible mark on the City of Rocklin as a place where the residences look out for one another, including our wildlife. His story has had a rippling universal impact on people. And if anyone should be on the Wall of Recognition in Rocklin for lasting efforts and contributions, it should be Casey. We all see the ducks roaming the Rocklin Lands, and very few people, if any, assist them safely during their travels like Casey did. "Thank you again, Casey, those baby ducks are alive and well and roaming the lands safely because of you, and your memory reminds us take heed in the world around us, think about others first, and know our actions make a profound difference in other people's, and animals, lives."

Please list the dates of the nominee's city affiliations: May 22, 2023

Describe the community service performed by the nominee that merits consideration of a Wall of Recognition award. If the nominee is a business, group, or organization, please also describe the main goal of the entity that is being nominated:

Casey Rivara gave up his life to gently herd a group of baby ducks across the street in Rocklin, CA. His own children proudly watched as their father was the only one willing to and bravely get out of his car to help the helpless brood of baby ducks cross the busy street when he was struck by a car that took his life.

His selfless act of kindness reached massive numbers of people through media outlets far and wide, from Singapore through Canada, to Texas and Philadelphia and every state in

between making its way back to Rocklin, CA, where he SHOULD BE recognized and honored for his heroic efforts with Rocklin's wildlife..

When did the community service take place?: May 22, 2023

Please include any other information about the nominee you feel is important:
I reached out to Tracy Rivara to request an email, address and contact information her family would like to share for the nomination and am awaiting a reply. Below is a link to the fundraiser they had put on for Casey Rivara after his death:
https://www.gofundme.com/f/caseys-final-act-of-kindness

Casey Rivera - the man who saved Rocklin's wildlife, the baby ducks, safely cross the street.

Below is just a starter list of media reports all over the world acknowledging this story, which doesn't happen in todays society unless it is something outstanding, remarkable, and universally profound. Not one country seems to not have this story. And Casey Rivera is a Rocklin Resident where he lived and died.

https://www.sportskeeda.com/pop-culture/news-casey-rivara-gofundme-raises-60-000-california-man-killed-saving-ducks

https://www.usatoday.com/story/news/nation/2023/05/22/california-man-killed-ducks-cross-road/70245401007/

https://people.com/human-interest/kindest-dad-dies-struck-by-car-helping-ducks-cross-road/

https://www.kcra.com/article/rocklin-crash-pedestrian-dies-stanford-ranch/43936547

https://www.bbc.com/news/world-us-canada-65679387

https://www.google.com/search?q=Man+dies+after+hit+by+car+while+helping+ducks+cross+road+in+Rocklin&rlz=1C1VDKB_enUS1065US1065&oq=Man+dies+after+hit+by+car+while+helping+ducks+cross+road+in+Rocklin&aqs=chrome..69i57.728j0j7&sourceid=chrome&ie=UTF-8#ip=1

https://www.kcra.com/article/rocklin-crash-pedestrian-dies-stanford-ranch/43936547

https://www.abc10.com/article/news/local/rocklin-mourns-man-hit-helping-ducks-cross-road/103-4d8f98ca-4751-481a-b591-59763ce57df1

https://www.cbsnews.com/sacramento/news/rocklin-deadly-crash-stanford-ranch-road-park-drive-man-killed-duck-crossing/

https://www.bbc.com/news/world-us-canada-65679387

https://www.nbc15.com/2023/05/22/man-struck-killed-by-car-while-helping-ducks-safely-cross-road/

https://abc7news.com/california-man-killed-helping-ducks-casey-rivara-by-car-after-saving-crossing-dies/13289424/

https://kmph.com/news/local/california-man-hit-and-killed-while-helping-ducks-cross-the-road

https://www.theguardian.com/us-news/2023/may/23/california-man-killed-ducks-road-cross

https://abcnews.go.com/US/good-samaritan-helping-ducks-cross-busy-street-killed/story?id=99531576

https://fox40.com/news/local-news/placer-county/man-dies-helping-family-of-ducks-cross-street-in-rocklin/

https://www.independent.co.uk/news/world/americas/ducks-crossing-road-man-killed-california-b2344617.html

https://twitter.com/kcranews/status/1659816235691917312

https://apnews.com/article/california-ducklings-crossing-man-killed-4032625898943bed2e92a3c9fd4631f5

https://www.latimes.com/california/story/2023-05-22/man-struck-killed-by-car-after-shepherding-ducklings-to-safety

https://ktla.com/news/nexstar-media-wire/man-struck-killed-while-helping-family-of-ducks-cross-california-street/

https://www.tuko.co.ke/entertainment/celebrities/507152-man-killed-helping-ducks-cross-road-hit-by-car/

https://globalnews.ca/news/9716945/man-killed-car-crash-stopped-help-ducks-cross-busy-street-california/

https://abc11.com/california-man-killed-helping-ducks-casey-rivara-by-car-after-saving-crossing-dies/13289424/

https://localnews8.com/news/2023/05/23/man-dies-after-hit-by-car-while-helping-ducks-cross-road/

https://www.ibtimes.com/man-dies-after-getting-hit-teenage-driver-while-helping-ducks-cross-road-3695017

https://themessenger.com/news/calif-man-killed-while-helping-ducklings-cross-road

https://www.wionews.com/trending/tragic-california-man-killed-by-car-while-helping-ducks-cross-road-595327

https://www.news10.com/news/ap-man-killed-while-helping-ducklings-safely-cross-busy-california-street/

https://www.pressdemocrat.com/article/news/a-sign-of-his-compassion-man-killed-while-helping-ducklings-safely-cross/

https://www.reddit.com/r/Sacramento/comments/13nalnx/man_killed_by_car_driver_while_helping_a_family/

https://www.news18.com/viral/us-man-helping-ducks-cross-the-road-dies-after-being-hit-by-car-7899733.html

https://www.godlikeproductions.com/forum1/message5437739/pg1

https://www.reviewjournal.com/news/nation-and-world/the-right-thing-man-helps-ducklings-cross-street-then-dies-2782389/

https://www.huffpost.com/entry/man-killed-ducks-road_n_646c873ae4b056fd46dc3e76

https://thethaiger.com/news/world/man-dies-helping-duck-family-cross-road-hit-by-teen-driver

https://www.newsbreak.com/rocklin-ca/3033954628443-california-man-dies-after-getting-hit-by-car-while-helping-ducks-cross-the-street

https://www.audacy.com/knxnews/news/state/rocklin-man-killed-after-helping-ducks-cross-the-road

https://www.fox4news.com/news/man-rescuing-ducks-struck-and-killed-in-california-street

https://www.wfxg.com/story/48951983/man-killed-by-car-while-helping-ducks-safely-cross-road

https://6abc.com/california-man-killed-helping-ducks-casey-rivara-by-car-after-saving-crossing-dies/13289424/

https://www.tiktok.com/@coco_side_/video/7236239956681887018

https://www.washingtonpost.com/nation/2023/05/23/california-man-killed-helping-ducks/

https://www.mirror.co.uk/news/us-news/dad-killed-helping-baby-ducks-30047662

https://www.kxan.com/top-stories/ap-top-headlines/ap-man-killed-while-helping-ducklings-safely-cross-busy-california-street/

https://www.10tv.com/article/news/nation-world/witnesses-man-fatally-struck-car-while-helping-family-of-ducks-cross-the-street-in-california/530-d3fd7604-21fd-427a-a1d3-0862c684caaf

https://www.ndtv.com/world-news/us-man-dies-after-being-struck-by-car-while-helping-ducks-cross-road-4058804

https://www.thefactual.com/news/story/355191-U-S

https://wtop.com/national/2023/05/a-sign-of-his-compassion-man-killed-while-helping-ducklings-safely-cross-busy-california-street/

https://www.scmp.com/news/world/united-states-canada/article/3221602/us-man-killed-while-helping-ducklings-cross-busy-california-street

https://www.scmp.com/news/world/united-states-canada/article/3221602/us-man-killed-while-helping-ducklings-cross-busy-california-street

https://accesswdun.com/article/2023/5/1185323

https://singaporeuncensored.com/u-s-man-helped-family-of-ducks-to-cross-road-then-he-gets-hit-by-car-dies/

https://singaporeuncensored.com/u-s-man-helped-family-of-ducks-to-cross-road-then-he-gets-hit-by-car-dies/

https://metro.co.uk/2023/05/22/california-dad-helping-ducks-over-road-killed-by-car-in-front-of-kids-18825419/

ROCKLIN
CALIFORNIA

Rocklin Chamber of Commerce - Leadership Rocklin Program

Is the nominee a Rocklin resident, Rocklin based business or organization? Or was the nominee a Rocklin resident or business or organization at the time of their community service?: Yes

Name of Nominator: Leslie Vaughn, Rocklin Chamber Chair & Greg Roberson Rocklin Chamber Treasurer & Past Chair

Please describe any association between the nominee and the City of Rocklin:
The Rocklin Chamber and the City of Rocklin have a long-standing working partnership. The chamber and the city work together on initiatives that support a healthy quality of life through vital economic and workforce development programs.

Please list the dates of the nominee's city affiliations:
Rocklin Chamber of Commerce - established in Rocklin: 1969
Rocklin Leadership Rocklin Program - established by the Rocklin Chamber: 2003

Describe the community service performed by the nominee that merits consideration of a Wall of Recognition award. If the nominee is a business, group, or organization, please also describe the main goal of the entity that is being nominated:

The Leadership Rocklin program was established in 2003 to train and assist business owners in developing and refining leadership skills. In addition the program was formed to provide an opportunity to connect and establish long lasting relationships with community leaders. The Leadership Rocklin program is recognized as a premier program by business leaders, employers and decision makers as preparation for advancement and a key component to serving in the community. The program has created a "leadership legacy" pipeline for Rocklin by providing well educated, thoughtful and respectful emerging leaders. The program runs yearly from August - May. Class sessions/topics include Rocklin History, Rocklin Civics and Public Safety, Transportation and Infrastructure and Regional Issues. A few additional comments and highlights about the Leadership Rocklin program...

• 2023/24 will be the 20th year of this prestigious program
• Over 450 Business/Community Leaders have graduated from the program
• Noted Elected/Appointed Officials who have graduated from the program include: Mayor, Ken Broadway, City Councilmembers David Bass, Jill Gayaldo and Greg Janda, Placer County Supervisor, Jim Holmes, Planning Commissioner, Twiana Armstrong
• Prominent program speakers (brief list) include: Sierra College President: Willy Duncan, William Jessup President: Dr. John Jackson, Rocklin Police Chief, Rustin Banks, Rocklin Fire

Chief, Reggie Williams, Placer County Clerk-Recorder/Registrar of Voters, Ryan Ronco, Rocklin Historical Society Members, Nancy Lohse and Jim Hammes.

When did the community service take place?:
The Leadership Rocklin program was established in 2003. Councilmember Bill Halldin was on the "Founding Committee" who established the Leadership Rocklin program on behalf of the Rocklin Chamber. As noted, the program is celebrating it's 20th anniversary in 2023. The Leadership Rocklin program has "graduated" over 450 community-minded leaders who continue to serve in leadership roles in Rocklin, Placer County and the region.

Please include any other information about the nominee you feel is important:
N/A

ROCKLIN
CALIFORNIA

Robin Trimble

Is the nominee a Rocklin resident, Rocklin based business or organization? Or was the nominee a Rocklin resident or business or organization at the time of their community service?: Yes

Name of Nominator: Jay Lang

Please describe any association between the nominee and the City of Rocklin:
Robin has served as CEO of the Rocklin Area Chamber of Commerce for 18 years and works directly with the City of Rocklin and staff members to promote and foster relationships between the business and non-profit community and the city. She meets regularly with the City Manager and City Council Members to find ways for the Chamber and its members to collaborate on events and special projects.

Please list the dates of the nominee's city affiliations:
Robin became the CEO of the Rocklin Area Chamber of Commerce on June 1, 2005.

Describe the community service performed by the nominee that merits consideration of a Wall of Recognition award. If the nominee is a business, group, or organization, please also describe the main goal of the entity that is being nominated:

Robin enthusiastically oversees all facets of the Chamber of Commerce including staff management, government relations, fundraising, member recruitment and the operating budget. The Rocklin Area Chamber has a membership of more than 600 local businesses and non-profits, most of which have a personal relationship with Robin.

The service to the community that she provides includes many Chamber programs that directly benefit the residents of Rocklin. The Hot Chili & Cool Cars event brings more than 15,000 local attendees to downtown Rocklin and is celebrating its 30-year anniversary in September 2023.

Robin also leads the annual State of the City event that shines a light on the local business community and provides the City of Rocklin an opportunity to showcase their achievements. At Robin's direction, the Chamber has taken over the annual Rocklin Tree Lighting event where local families can enjoy some hometown spirit with food and entertainment during the Christmas season.

Another impactful event that Robin has instituted is the New Teacher Welcome in partnership with the Rocklin Unified School District. The Welcome event exists as a show of

support from our business community to celebrate our incoming teachers. In addition, the Chamber also has an annual holiday sock drop and bingo fundraiser that brings in funds and needed socks to multiple area organizations and non-profits.

Started in 2004, the Leadership Rocklin program helps community members develop and refine leadership skills by enhancing civic knowledge and civic network within and around Rocklin. Robin has made a point to include a day about our Rocklin history as a part of each cohort by inviting the Rocklin Historical Society to give oral history along with tours of Old St. Mary's Church and the Rocklin Museum. This program has graduated many elected and appointed officials currently serving in Rocklin.

Finally, Robin was a strong leader for our local businesses during the Covid outbreak by keeping the Rocklin Chamber open and active with information on relief programs and aid for those in need. The City of Rocklin funded the Business Retention Programs and Keep the Lights On, these were only some of the programs entrusted to Robin to administer through the Chamber.

When did the community service take place?:
Robin has been in the Rocklin community for over 25 years and her community service spans throughout this extended period of time.

Please include any other information about the nominee you feel is important:

Although this nomination is rooted in her work with the Rocklin Area Chamber and advancing the business and non-profit community, Robin has given her time and shared her talent with numerous community organizations, including serving as President of the Placer SPCA, Placer Valley Tourism, Rocklin Residents Unite for Fido and KidsFirst. She was a founding member of the Rocklin Educational Excellence Foundation, is a member of the Rocklin Friends of the Library, the Rocklin Historical Society, and is a graduate of the American Leadership Forum (ALF) program. She also recently graduated from the FBI Citizens Academy in 2023.

You can't think of Robin Trimble without thinking Rocklin. She has been an ally, advocate, encourager, friend, and mentor to hundreds if not thousands – and that surely has created a positive ripple effect in our tightknit community. While different Chamber boards and members have provided direction and leadership over the years, I can't imagine where we would be without Robin's commitment and dedication to the organization and the City of Rocklin.

I, Jay Lang, Rocklin resident and business owner, submit this application along with the following community members:

Leslie Vaugh, President Rocklin Chamber of Commerce
Greg Roberson, Past-President Rocklin Chamber of Commerce
Scott Yuill, former City of Rocklin Mayor
Nancy Lohse, Rocklin Historical Society
Wendy Lang, former Rocklin Unified School District Trustee

Joel Parker Whitney

Is the nominee a Rocklin resident, Rocklin based business or organization? Or was the nominee a Rocklin resident or business or organization at the time of their community service?: Yes

Name of Nominator: Warren Jorgensen

Please describe any association between the nominee and the City of Rocklin:
Mr. Whitney was living in Rocklin before it incorporated in 1893.

Please list the dates of the nominee's city affiliations:
Roughly 1867–1913

Describe the community service performed by the nominee that merits consideration of a Wall of Recognition award. If the nominee is a business, group, or organization, please also describe the main goal of the entity that is being nominated:
Joel Parker Whitney was the area's first leader of agriculture and land development by owning Spring Valley Ranch. Please see the supplemental documentation provided.

When did the community service take place?:
Roughly from 1867 to his death in 1913

Please include any other information about the nominee you feel is important:
Please see the below documentation provided about Joel Parker Whitney, his family, his impact on Rocklin and Placer County's agriculture and land development and why so many things are named in his memory.

One of the intentions of the "Wall of Recognition" is to tell a story and be a mosaic of Rocklin for its generations to experience. Joel Parker Whitney and his descendants have had a significant impact on what Rocklin is today.

Born in Massachusetts in 1834, Joel Parker Whitney came to San Francisco in 1852 with about 10 cents to his name after $60.00 was squandered on his ship by bad poker playing. After refusing to join his two brothers in their San Francisco merchandising business he headed toward what today is Rocklin, hoping to strike it rich in the gold mines. In his writing, "Joel Parker Whitney the Richest Man in Placer County", Ken Morrow quoted Whitney by stating, "The country beyond Sacramento to the placer mines of Auburn was the most attractive I had ever or have since seen, comprising valley and moderate hills grown over with groups of live

and white oaks, inhabited by quantities of magpies, robins, larks, and other small birds. Beneath the trees were many quails and hares with antelopes to be seen in the distance."

Whitney's family had been in America for seven generations and the love of hunting, fishing and outdoor life was instilled in him at an early age. He did not become wealthy in the gold mines but did well hunting game birds for restaurants in the San Francisco Bay Area. Joel Parker Whitney traveled extensively living in Boston and was an early investor in mining companies in Colorado. In the years 1867 - 1878, he traveled around the country between California, Maine and Colorado. His investments in Colorado mines yielded him over a million dollars a year! Starting in 1855, his father and brothers acquired land (about 320 acres) in today's Stanford Ranch area and started a sheep ranch called, "Spring Valley Ranch." Between 1868 and 1888, the ranch grew to over 20,000 acres - nearly 29 square miles.

From the Whitney ranch came the first train car of raisins ever shipped from Placer County. In the early 1870s he took control of the Spring Valley Ranch from his father, diverting mining ditches for water and diversified into a wide variety of agricultural production. He founded the Placer County Citrus Colony in the 1880s with the palm trees he planted still standing in Penryn today along English Colony Road. Mr. Whitney was one of the pioneers in the growth of orange groves in Northern California and extended into the Loomis Basin that still yields a plethora of mandarins every autumn and winter season. Between 1868 and 1888, the Placer

County Assessor's Office recorded 130 land transactions as Whitney created his estate. In 1884, he began construction of his 20-room mansion in "The Oaks." The home, built on a knoll in middle of the ranch about three miles west of downtown Rocklin was similar to an English estate, included granite bridges and miles of roads of decomposed granite surrounded by rolling hills.

In the summer of 2019, the undersigned visited Gary and Jean Day at their home in Lincoln. They were long time leaders of the Rocklin Historical Society (RHS) and considered by many the local experts on the Whitney family. Gary Day wrote many articles for the RHS website including one entitled, "Who was Parker Whitney?" Mr. Day wrote that Joel Parker Whitney was a prolific writer whose books and newsprint bylines show "J.P. Whitney" or "J. Parker Whitney." Apparently he eschewed his given name "Joel." His biographer, Richard Miller, called him "Parker Whitney." Whitney had three children - a daughter Helen - a son Vincent and another son - J Parker Whitney. The "J' stands for nothing a la the S in Harry S Truman. During his lifetime J Parker Whitney went by "Parker Whitney."

Like many families, there can be a "bad apple" in the bunch. J Parker Whitney grew up in a privileged lifestyle and Gary Day described him as an "irresponsible bon vivant and a scoundrel." Whitney Ranch records showed that he was a regular at Porter's Saloon in downtown Rocklin charging large bills to the ranch. His father's business partner, W.J. Downing, sometimes scolded him for poor ranch management and inaccurate record

keeping. Before her death in 2004, Catherine Whitney, the wife of one of J Parker Whitney's sons, associated J Parker Whitney's poor management skills and irresponsible lifestyle with the start of the decline of the Whitney empire. Unhappy with his son's antics Joel Parker Whitney willed control of the Whitney Estate to Vincent and only gave J Parker $300.00 per month. However, in 1917, a court decision invalidated part of the will and awarded J Parker one sixth of the estate which was reported in the press to be between $800,000 and $10 million. Joel Parker Whitney was one of the successful capitalists in the American story of the late 1800s joining names like J.P. Morgan and Leland Stanford.

Along with the Ruhkala family, the Whitney name is commonplace in the Rocklin area. He is remembered by school names, a busy boulevard, a golf course and the former "Sunset Whitney Country Club" among others. In 1960, a new city next to Rocklin, "Sunset Whitney" was proposed but the

development went bankrupt by 1965 and in the mid 1980s "Sunset Whitney Ranch", an area in unincorporated Placer County was annexed into the City of Rocklin adding nearly 10,000 to its population. Besides being remembered by streets, schools and venues, Joel Parker Whitney was a quotable public figure. According to Ken Morrow, Whitney's basic decision making principle was this, "Consider everything well and don't act hastily. Never make up your mind in anger or haste; always sleep on a decision and decide the next day." Rocklin's late Mayor, Marie Huson, was a defender of the natural environment and its habitat. She would quote Joel Parker Whitney, "If you want to build a road and there is a tree in the way - move the road." In 1867, he was appointed the official government commissioner from the United States to the Paris International Exposition. His relative, Fanny Whitney, served on the Rocklin City Council and was the first woman to be the Mayor.

Joel Parker Whitney died in 1913 at the age of 78 in Monterey County and his remains are in the Whitney family tomb located near the 11th green of the Whitney Oaks Golf Course. During his career he laid the groundwork for agricultural growth in Placer County which employed many people and with its Mediterranean climate led to the yield of fruits and vegetables that are still available today. History tells us that he was a public figure of good character and honorable goals for the Rocklin area. He traveled in his life throughout the United States and even to Europe - but in the end - he picked Rocklin to be his home. He was often written about by the San Francisco Examiner and although was the richest man in Placer County he always asked to be described as a "simple farmer from Rocklin." His name on the Wall of Recognition would add an individual that represents the era of Rocklin's 1893 incorporation as a city.

I respectfully ask that the Community Recognition Commission consider putting forth the name in nomination of Joel Parker Whitney to the City Council to be added to the Wall of Recognition.

Sincerely,
Warren Jorgensen CRC - Chairman

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Response to 2022-2023 Grand Jury Report: Spending on Homelessness Within Placer County

Date: September 12, 2023

Submitted By: Aly Zimmermann, City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Mayor to Execute a Response on Behalf of the City Council 2022-23 Grand Jury Final Report: Spending on Homelessness Within Placer County.

Background:
On June 27, 2023, the Placer County Grand Jury issued its 2022-2023 Final Report: Spending on Homelessness Within Placer County. The report included five (5) findings and two (2) recommendations, based on the Grand Jury's investigations, as required by law. The Rocklin City Council was directed to provide a response to recommendation #2 only; however, staff has prepared a comprehensive response (Attachment 2) to the Final Report (Attachment 3), responding also to the Findings that refer to the City.

Upon approval by the City Council, the response will be provided to the Presiding Judge of the Placer County Superior Court and to the Placer County Grand Jury.

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

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Grand Jury Response Letter
3. 2022-2023 Grand Jury Report: Spending on Homelessness Within Placer County

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE MAYOR TO EXECUTE A RESPONSE ON BEHALF OF
THE CITY COUNCIL TO THE 2022-2023 GRAND JURY FINAL REPORT:
SPENDING ON HOMELESSNESS WITHIN PLACER COUNTY

WHEREAS, on June 27, 2023, the Placer County Grand Jury issued a final report entitled "Spending on Homelessness Within Placer County"; and

WHEREAS, the report included five (5) findings and two (2) recommendations, based on the Grand Jury's investigations, as required by law; and

WHEREAS, of the two (2) recommendations, the Roseville City Council was directed to provide a response to recommendation #2 only; and

WHEREAS, upon approval by the City Council, the responses will be provided to the Presiding Judge of the Placer County Superior Court and to the Placer County Grand Jury; and

WHEREAS, the response to the 2022-23 Grand Jury Final Report attached as exhibit A to this Resolution, has been reviewed by the City Council.

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

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council of the City of Rocklin resolves that the Mayor is hereby authorized to execute the response to the 2022-23 Grand Jury Final Report on behalf of the City of Rocklin.

PASSED AND ADOPTED this 12th of September 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

ROCKLIN
CALIFORNIA

September 12, 2023

The Honorable Alan V. Pineschi
Presiding Judge
Superior Court County of Placer
P.O. Box 619072
Roseville, CA 95661

The Honorable Suzanne I. Gazzaniga
Advising Grand Jury Judge
Superior Court County of Placer
P.O. Box 619072
Roseville, CA 95661

Barbara Ferguson
Foreperson
2022-2023 Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

RE: Response to 2022-2023 Grand Jury Final Report, Spending on Homelessness Within Placer County

Dear Honorable Judge Pineschi, Honorable Suzanne I. Gazzaniga, and Placer County Grand Jury:

We would like to thank the Placer County Grand Jury for your dedication to the citizens of Placer County. We hereby submit our response to the 2022-2023 Grand Jury Final Report: Spending on Homelessness Within Placer County.

Report Title: Spending on Homelessness Within Placer County
Report Date: Released to the public on June 27, 2023
Response By: Mayor Ken Broadway on behalf of City of Rocklin City Council

FINDINGS

The 2022-2023 Grand Jury Final Report: Spending on Homelessness Within Placer County contains five (5) findings. Pursuant to Penal Code § 933(c), we provide the following responses to those findings "pertaining to matters under the control" of the City of Rocklin. For those findings that are not "pertaining to matters under the control" of the City of Rocklin, the response will note that.

We agree with the findings numbered: F1 and F4.

We disagree, in whole or in part, with the findings numbered: F3 and F5.

We cannot provide a response to finding F2 since it is not under the control of the City of Rocklin.

F3: It appears there is little to no communication or coordination of spending among the incorporated cities and town, and the county.

Response to F3: We disagree with this finding insofar as it concludes that the City of Rocklin does not communicate or coordinate spending and resources related to homelessness with the other jurisdictions in Placer County. The City of Rocklin continually coordinates and communicates with the other incorporated cities, town, and Placer County on spending related to homelessness. The City of Rocklin, as with the other incorporated cities, town, and Placer County, actively participate in the Regional Working Group on homelessness. The Regional Working Group consists of representatives from each of these jurisdictions, the local Continuum of Care, and regional partners to address homelessness, including coordination on spending.

The City of Rocklin also has a seat on the local board of the Homeless Resource Council of the Sierras, otherwise known as the Continuum of Care (CoC). Representatives from the other Placer County agencies are also on this board. The CoC meets monthly and discusses various homelessness outreach efforts and programs, including discussions of funding.

Additionally, the City of Roseville Housing Authority has jurisdiction over Roseville and Rocklin (Placer County Housing Authority also has jurisdiction over Rocklin). The City of Roseville Housing Authority administers funding to Rocklin residents (often as a form of homelessness prevention) as part of their operations. This administration of the Housing Choice Voucher program from both Placer County and the City of Roseville requires frequent communication with each entity. Both Placer County and the City of Roseville also report out to the City of Rocklin regularly about the number of housing vouchers provided for Rocklin residents. This voucher program assists low-income individuals with housing and prevents homelessness in the region.

The above examples are meant to be illustrative of the types of coordination and communication that exist amongst the various agencies and is not an exhaustive list.

F5: The five incorporated cities and one incorporated town in Placer County do not have homeless budget line items that define sources of funding and expenditures.

Response to F5: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, we partially disagree with this finding insofar as it concludes the City of Rocklin budget does not identify sources of funding and expenditures related to homelessness. We agree that there is not a single “homeless budget” line item, as most of the funding for homelessness (including the sources of funding and expenditures) are included in the individual budget line items for the specific departments, services, or programs where the funding is utilized. All sources of funding and expenditures

related to homelessness are included in the City of Rocklin's budget and budget documents, but we agree it is not delineated in a single "homeless budget" line item.

RECOMMENDATION

R2 – Each of the five incorporated cities and one incorporated town in Placer County establish a full accounting of homeless funding and expenditures to its citizens on an annual basis by January 1, 2024, and include in the annual budget going forward.

Response to R2: Recommendation R2 has not yet been implemented, but will be partially implemented as part of the next annual budget. The City of Rocklin uses fund-based budgeting, not project based budgeting. This means that the City budgets based on sources of funding but does not provide a line-item break down of funding per project. This style of budgeting is common for local governments. Fully implementing R2 will not be possible, since it would change the budgeting structure for the entire City which would decrease efficiency and increase costs. Therefore, part of the recommendation is not reasonable. However, the City of Rocklin desires to increase transparency for homelessness spending, and will therefore implement narrative summaries for homelessness spending and projects in future budgets.

CORRECTIONS

The City of Rocklin would like to respectfully submit corrections to the 2022-2023 Grand Jury Final Report, Spending on Homelessness Within Placer County.

Correction 1: The table on page 93 states: "$60,475 for The Gathering Inn (TGI) Homeless Prevention and Rapid Rehousing Program in the Community Development Block grant (CDBG) Low and Moderate-Income Housing Asset Fund." The CDBG and Low and Moderate-Income Housing Asset Funds are separate sources of funding. The statement should read: "$60,475 for The Gathering Inn (TGI) Homeless Prevention and Rapid Rehousing Program in the Low and Moderate-Income Housing Asset Fund"

Correction 2: The table on page 93 states: "$50,000 for TGI Homeless Prevention and Rapid Rehousing program in the CDBG Coronavirus 2019 CARES Act Funding." The actual amount provided to TGI from the CARES Act Funding for temporary shelter services was $141,473.

Correction 3: The City of Rocklin's total expenditure listed on the table on page 23 should be $201,948.

We again would like to thank the 2022-2023 Placer County Grand Jury for its report and service to the City of Rocklin.



PLACER COUNTY GRAND JURY

11532 B Avenue, Auburn, CA 95603
E-mail: info@placergrandjury.org

Phone: (530) 886-5200
FAX: (530) 886-5201

June 21, 2023

Rocklin City Council
4060 Rocklin Rd
Rocklin, CA 95677

Subject: Grand Jury Final Report – Spending on Homelessness Within Placer County

Dear Rocklin City Council:

The 2022-2023 Placer County Grand Jury hereby releases a report entitled, Spending on Homelessness within Placer County.

Enclosed is your pre-release copy of the above referenced report. Disclosure to the public is prohibited prior to public release, scheduled for June 27, 2023.

Also enclosed are instructions on how to respond to the report findings and recommendations.

The report will be published primarily in electronic form and will be available on the Superior Court's website at www.placer.courts.ca.gov/general-information/grand-jury/grand-jury-reports-resolutions. Hard copies are being distributed as necessary.

Sincerely,

Barbara Ferguson

Barbara Ferguson, Foreperson
2022-2023 Placer County Grand Jury

Enclosures: Report, Instructions for Respondents

Spending on Homelessness Within Placer County



Photo Credit: Richard Ferguson, February 2, 2023

Spending on Homelessness Within Placer County

Summary

The 2020-2021 and 2021-2022 Placer County Grand Juries published reports on the homeless population in Placer County. On June 14, 2022, the Board of Supervisors published a chart showing County of Placer government spending of approximately $20 million for FY 2021 to 2022. The 2022-2023 grand jury has found the total spending by city, town, and county during July 2021 through March 2023 amounted to more than $80 million.

Glossary

Advocates for Mentally Ill Housing (AMI) – Non-profit organization dedicated to the homeless and operating in Placer County; AMI Housing has been granted the contract to manage the Hampton Inn/Sun Rose Apartments in Roseville and the 7 Pines Motel in Tahoe.

All-States Funding (ASF) Report – The Department of Housing and Urban Development (HUD) annually publishes the All-States Funding (ASF) Report. This report shows HUD funds for the homeless by county.

American Rescue Plan Act (ARPA) – Known as the federal COVID-19 stimulus package.

First Step Communities (FSC) – A non-profit organization dedicated to the homeless.

HUD – Federal Department of Housing and Urban Development.

IRS Form 990 – An IRS tax form on revenue and expenses filed by organizations exempt from income tax.

Low/no barrier shelter – An overnight or temporary housing accommodation for individuals who are homeless, provided directly by or through county contracted service agencies, for the purpose of providing shelter to individuals without the imposition of identification, time limits, or any other program requirements.

PIT Count – Point-in-Time head count conducted annually, on one night typically in January, of sheltered and unsheltered individuals experiencing homelessness. For the year 2023 the count was 709 individuals.

The Gathering Inn (TGI) – A non-profit organization dedicated to the homeless and operating in Placer County.

Sun Rose Apartments – Formerly the Hampton Inn, a Roseville hotel being converted into an eighty-two-room permanent housing facility for the homeless.

Background

The 2021-2022 grand jury published an extensive report covering a variety of concerns related to the homeless population. The grand jury report found that "No Placer County official was able to provide the grand jury accurate statistics related to costs and funding of the homeless."[1] The Board of Supervisors (BOS) later provided a chart, dated June 14, 2022, listing the county's annual homeless budget at approximately $20 million (Appendix A). The 2022-2023 grand jury is seeking to quantify how much money is actually spent on homelessness throughout the county.

During its investigation, the grand jury experienced challenges in determining sources, amounts, and uses of funding. Some of this is due to different reporting periods by many stakeholders. Despite these challenges, the 2022-2023 grand jury was able to identify many, but not all, sources of funding, amounts, and reporting periods.

The grand jury learned there is a lack of coordination and budgeting among city, town, county, state, and federal sources providing funding. Additionally, there are no line items identifying homeless spending in the five city budgets, one town budget, or in the county budget.

Methodology

The grand jury interviewed numerous city, town, and county officials. Past grand jury reports and responses, city, town, and county budgets, state grants, IRS Form 990 filings, and HUD grants were also reviewed. The entities listed in this report do not follow the same reporting principles; therefore, a definitive time span in regards to overall spending within the county as a whole could not be reconciled by the grand jury.

Discussion

In its detailed budget, the county can quantify monies received and disbursed by department. Similarly, city budgets do the same. An example of this is the Enterprise Fund in the county's 2022-2023 budget (Appendix B). This budget item is broken down with line items for revenues and shows expenditures for that same department. Specific monies received and disbursed for homeless services, however, are not listed in any county or city departments' line item budgets.

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[1] Placer County Grand Jury 2021-2022 Final Report, page 65, Finding 3, final-report-v3-release-june-30.pdf (ca.gov). Accessed February 7, 2023.

Cities and Towns

The grand jury conducted interviews with officials from the five cities and one incorporated town in Placer County. The chart below contains information received.

City/Town	Expenditure	Detail
Auburn	$0	No funds budgeted
Colfax	$0	No funds budgeted
Lincoln	$45,000	Funds for clean-up only
Loomis	$0	No funds budgeted
Rocklin	$110,475	• $60,475 for The Gathering Inn (TGI) Homeless Prevention and Rapid Rehousing Program in the Community Development Block Grant (CDBG) Low- and Moderate-Income Housing Asset Fund. • $50,000 for the TGI Homeless Prevention and Rapid Rehousing program in the CDBG Coronavirus 2019 CARES Act Fund.
Roseville	$17,200,000	• $15.1 million for its Economic Development and Housing Department budget for affordable housing programs and homeless prevention. Of this amount the city estimates that $8.5 million is federal funding and $3.8 million is state funding. • Police estimates its budgeted costs to be $1.625 million in the current fiscal year. • Parks, Recreation and Libraries Department staff estimates the current fiscal year budget includes $330,000 for open space cleanup. • Public works department estimates $47,000 in its current year budget for debris cleanup and $81,000 for facilities maintenance and custodial services. • The city attorney's office estimates its current budget includes $53,000 for time spent on homelessness issues.
Total	**$17,355,475**	

Roseville is the largest city in Placer County and accounts for nearly 38 percent of the county's population. The response from Roseville was a complete accounting of their expenditures and lists many of the ancillary homeless costs not mentioned by other cities.

State Funding

A large percentage of funding that comes into Placer County is in the form of state grants. A portion of this money was spent in acquiring hotels for housing. In 2022 the purchase of the Hampton Inn in Roseville, now the Sun Rose Apartments, was approved for conversion into an eighty-two-room permanent housing facility to be managed by AMI.[2] The cost of the purchase, including improvements and management, through June 30, 2023, is $23.5 million.

Using various grant funding sources, the 7 Pines Motel in Tahoe, consisting of fourteen units, was purchased by the County of Placer in 2020 for $1.45 million. The motel will be owned and managed by AMI Housing, who was awarded the contract to operate this facility for the period October 1, 2019 through June 30, 2023. Furthermore, on January 24, 2023, the BOS authorized increasing the base contract by an additional $700,000, not to exceed a total of $2,207,835.[3] The contract also stipulates that the additional funds must be expended by June 25, 2023.

The Sun Rose Apartments and the 7 Pines Motel are in the process of being retrofitted. The following amounts include purchase price, retrofitting, ongoing management, closing, and remodeling costs:

Sun Rose Apartments in Roseville[4]	$23,500,000
7 Pines Motel in Tahoe[5]	$2,207,835
Total	**$25,707,835**

Legal Settlement

On January 24, 2023, as a result of a settlement reached with thirty-three unhoused individuals, the BOS approved a six-month agreement with First Step Communities (FSC) to manage a temporary low-barrier shelter located on the Placer County Government Center grounds. As a further outcome of this settlement the BOS increased the value of the contract with FSC from $100,000 to $1.088 million. These funds were awarded to the county through an American Rescue Plan Act (ARPA) Federal grant.

In addition to the $1.088 million spent on the temporary low-barrier shelter, the BOS approved each of the thirty-three plaintiffs will be awarded $4,000. The attorney representing the plaintiffs received $50,000. This increased the settlement costs by $182,000, bringing the total

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[2] AMI Housing Inc., www.amihousing.org. Accessed November 27, 2022.

[3] Board of Supervisors Agenda - PLACER COUNTY (ca.gov). Accessed May 17, 2023.

[4] Roseville hotel to be converted into permanent housing for homeless - Roseville Today April 28, 2022. Accessed November 12, 2022.

[5] County acquires Tahoe property as part of 'Project Homekey' | Placer County, CA. Accessed November 11, 2022.

amount to $1.27 million for the first six months of operation. At the end of six months the county will re-evaluate whether to extend the program, and put the contract through a bidding process.

Further, the BOS at its February 28, 2023 meeting, approved providing two meals a day to individuals who reside at the low barrier shelter. This adds an additional $40,000 to the settlement cost bringing the total cost to $1.31 million.[6]



Photo credit: Placer County Public Affairs

Federal Funding

The Department of Housing and Urban Development annually publishes the All-States Funding (ASF) Report. The report of the funds granted to Placer County in calendar year 2021 is listed below. The amount of money granted by HUD, in calendar year 2021, totaled $1,499,064. At the time of this writing, ASF for Placer County has not been published for 2022.

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[6] Placer County to provide meals at temporary shelter in Auburn - Roseville Today. Accessed March 1, 2023.

2021 All-States Funding Report (excerpt) [7]
Department of Housing and Urban Development

State	City/County	Funding Recipient	Funding Source	Funding Amount
California	Roseville, Rocklin/Placer County	Homeless Resource Council of the Sierras	CA-515 Planning Grant 2021	$39,247
California	Roseville, Rocklin/Placer County	Stand Up Placer, Inc.	Stand Up Placer Permanent Housing 2021	$298,899
California	Roseville, Rocklin/Placer County	Placer County Health and Human Services Adult System of Care	ASOC Permanent Supportive Housing FY2 021	$502,979
California	Roseville, Rocklin/Placer County	Placer County Health and Human Services Adult System of Care	ASOC Project Based SPC FY2021	$49,860
California	Roseville, Rocklin/Placer County	Placer County Health and Human Services Adult System of Care	Shelter Plus Care Renewal FY2021	$421,628
California	Roseville, Rocklin/Placer County	Placer County Health and Human Services Adult System of Care	AMIHPSH FY 2021	$21,060
California	Roseville, Rocklin/Placer County	Homeless Resource Council of the Sierras	CA-515 HMIS Renewal FY2021	$51,266
California	Roseville, Rocklin/Placer County	Stand Up Placer, Inc.	Stand Up Placer DV Bonus 2021	$114,125
Total				**$1,499,064**

[7] https://www.hud.gov/sites/dfiles/CPD/documents/All-States-2021-Funding-Report.xlsx. Accessed November 11, 2022.

Non-Profits

The grand jury examined the funding provided by non-profit organizations by reviewing IRS forms 990. Two of the larger and dedicated non-profits are The Gathering Inn (TGI) and Advocates for Mentally III Housing (AMI). These organizations support the approximately 709 homeless individuals per the 2023 Point-in-Time (PIT) Count.[8] [9]

The most recent IRS form 990 filings the grand jury could obtain were for the year 2020. The filings by TGI and AMI showed revenues of $6,506,165 and $8,138,694, respectively. Both organizations receive a portion of revenues from government funds. The Gathering Inn disclosed that $3,949,302 came from government grants, which accounts for 60.7 percent of their funding. For the same period AMI reported that $3,963,600 came from government grants, or 48.7 percent. For the purpose of this report, non-profits account for approximately $15 million. Additional money from other non-profits varies from year to year.

Total Funding

Source of Funds	Amount	Percentage of Total Funding
County of Placer	$20,000,000	24.7%
Cities	$17,355,475	21.5%
Legal settlement	$1,310,000	1.6%
State funding	$25,707,835	31.8%
Federal funding	$1,498,884	1.9%
Non-profits (estimate)	$15,000,000	18.5%
Total	**$80,872,194**	**100%**

Future Spending

In next year's state budget approximately $3 billion, from the general fund, has been earmarked for homelessness. It is unknown at this time how much of this money will be allocated to Placer County,its cities and town.

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[8] HUD Exchange "Point-in Time Count and Housing Inventory count", www.hudexchange.info/programs/hdx/pit-hic/. Accessed April 18, 2022.

[9] Homelessness appears to decline in Placer County: new data | The Sacramento Bee (sacbee.com). Accessed May 17, 2023.

Conclusion

The grand jury discovered over $80 million was spent in the county for the periods covered in this report. The money came from funds distributed by county, cities, town, state, federal, and non-profits. The 2023 PIT count of 709 individuals represents 0.2 percent of the Placer County population of 412,300.[10]

Through all of its research, the grand jury found no evidence that the county, town, and cities coordinate or discuss monies being spent or possible funding opportunities.

Findings

The grand jury found:

F1: Spending for homelessness in Placer County exceeded $80 million for the periods covered in this report and is made up of funding by city, county, state, federal, and non-profit organizations.

F2: The County of Placer does not clearly define or report all sources of funding and expenditures on homelessness in the county budget.

F3: There appears to be little to no communication or coordination of spending among the incorporated cities and town, and the county.

F4: Funding for homelessness services comes from various sources including city, town, county, state and federal governments, and non-profit organizations.

F5: The five incorporated cities and one incorporated town in Placer County do not have homeless budget line items that define sources of funding and expenditures.

Recommendations

The grand jury recommends that:

R1: County of Placer establish a full accounting of homeless funding and expenditures to citizens on an annual basis by January 1, 2024, and include in the annual budget going forward.

R2: Each of the five incorporated cities and one incorporated town in Placer County establish a full accounting of homeless funding and expenditures to its citizens on an annual basis by January 1, 2024, and include in the annual budget going forward.

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[10] July 1, 2021 census, www.census.gov/quickfacts/placercountycalifornia, U.S. Census Bureau QuickFacts: Placer County, California. Accessed March 9, 2023.

Request for Response:

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requests a response from the following governing bodies:

	Recommendations Requiring Response	Response Due Date
Placer County Board of Supervisors 175 Fulweiler Ave Auburn, CA 95603	**R1**	**October 1, 2023**
Auburn City Council 1225 Lincoln Way Auburn, CA 95603	**R2**	**October 1, 2023**
Colfax City Council 33 South Main St Colfax, CA 95713	**R2**	**October 1, 2023**
Lincoln City Council 600 6th St Lincoln, CA 95648	**R2**	**October 1, 2023**
Loomis Town Council 3665 Taylor Rd Loomis, CA 95650	**R2**	**October 1, 2023**
Rocklin City Council 4060 Rocklin Rd Rocklin, CA 95677	**R2**	**October 1, 2023**
Roseville City Council 311 Vernon St Roseville, CA 95678	**R2**	**October 1, 2023**

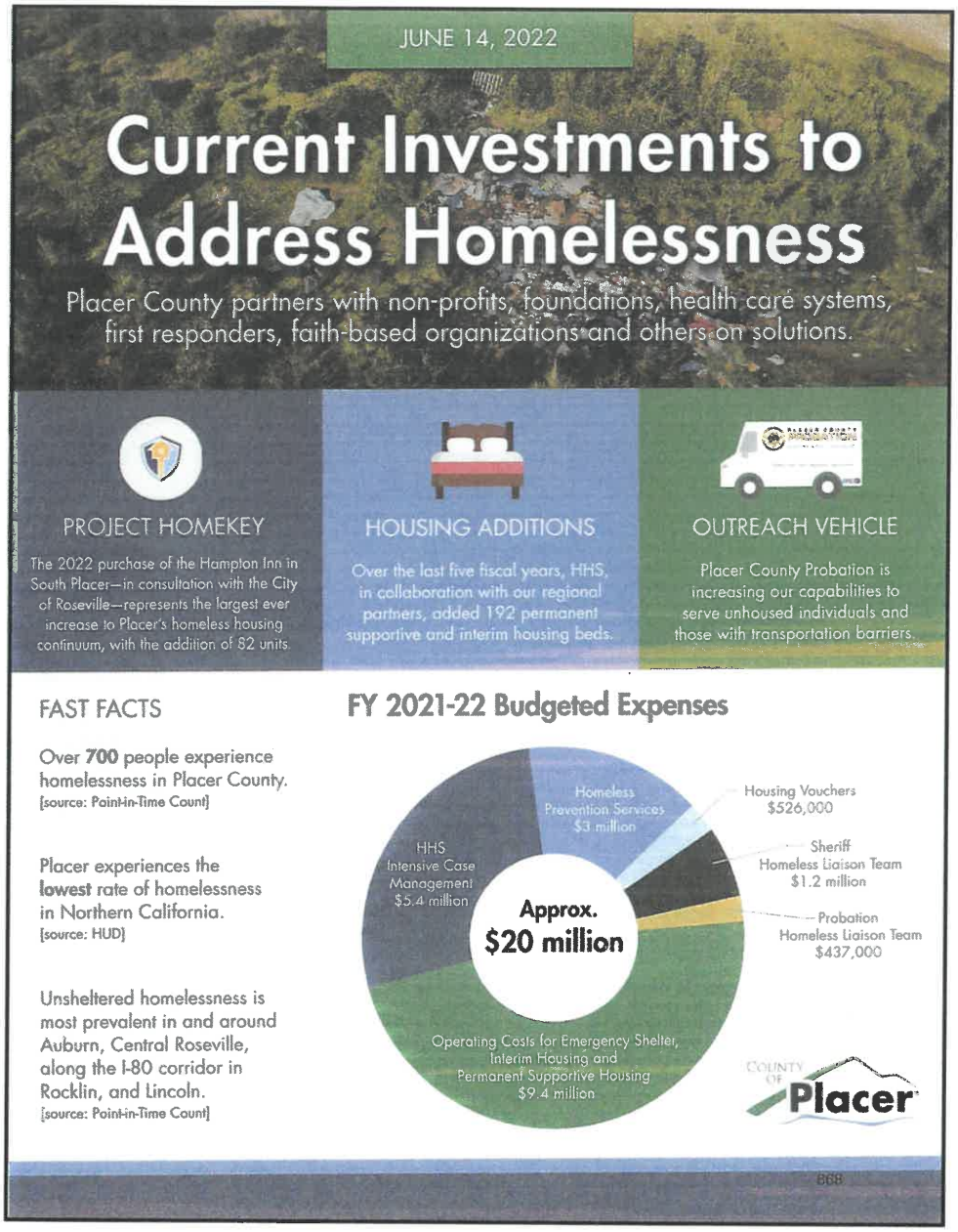
Copies Sent To:

Placer County Executive Officer
175 Fulweiler Ave
Auburn, CA 95603

Placer County Health and Human Services
Director
3901 County Center Dr
Auburn, CA 95603

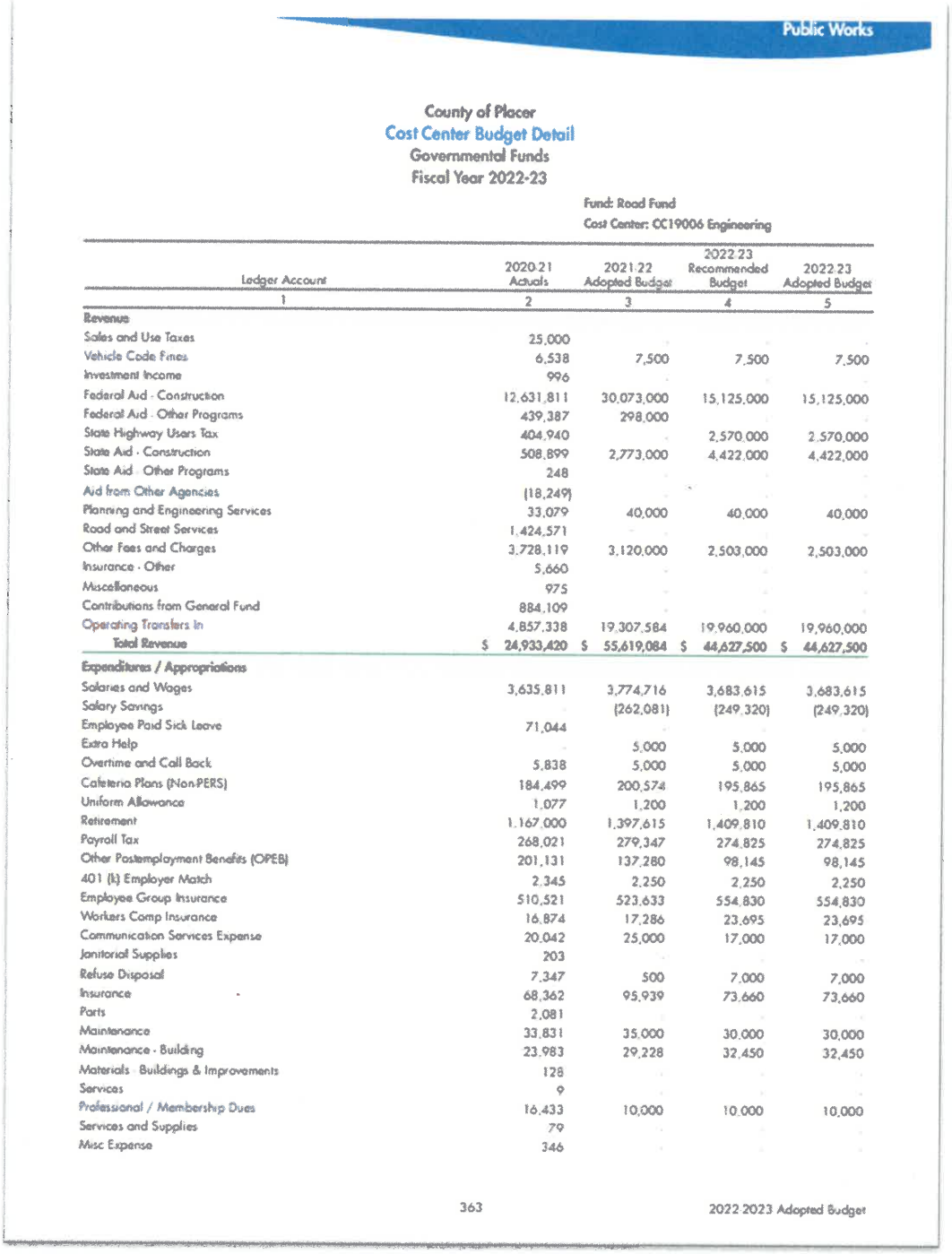
Appendices

Appendix A County Spending[11]



[11] Current Investments to Address Homelessness, Investments in Homelessness 6.14.22 v5 (ca.gov), www.placer.ca.gov/DocumentCenter/View/62346/Investments-in-Homelessness. Accessed February 7, 2023.

Appendix B - Budget Example[12]



County of Placer
Cost Center Budget Detail
Governmental Funds
Fiscal Year 2022-23

Fund: Road Fund
Cost Center: CC19006 Engineering

Ledger Account	2020-21 Actuals	2021-22 Adopted Budget	2022-23 Recommended Budget	2022-23 Adopted Budget
1	2	3	4	5
Revenue				
Sales and Use Taxes	25,000			
Vehicle Code Fines	6,538	7,500	7,500	7,500
Investment Income	996			
Federal Aid - Construction	12,631,811	30,073,000	15,125,000	15,125,000
Federal Aid - Other Programs	439,387	298,000		
State Highway Users Tax	404,940		2,570,000	2,570,000
State Aid - Construction	508,899	2,773,000	4,422,000	4,422,000
State Aid - Other Programs	248			
Aid from Other Agencies	(18,249)			
Planning and Engineering Services	33,079	40,000	40,000	40,000
Road and Street Services	1,424,571			
Other Fees and Charges	3,728,119	3,120,000	2,503,000	2,503,000
Insurance - Other	5,660			
Miscellaneous	975			
Contributions from General Fund	884,109			
Operating Transfers In	4,857,338	19,307,584	19,960,000	19,960,000
Total Revenue	**$ 24,933,420**	**$ 55,619,084**	**$ 44,627,500**	**$ 44,627,500**
Expenditures / Appropriations				
Salaries and Wages	3,635,811	3,774,716	3,683,615	3,683,615
Salary Savings		(262,081)	(249,320)	(249,320)
Employee Paid Sick Leave	71,044			
Extra Help		5,000	5,000	5,000
Overtime and Call Back	5,838	5,000	5,000	5,000
Cafeteria Plans (Non-PERS)	184,499	200,574	195,865	195,865
Uniform Allowance	1,077	1,200	1,200	1,200
Retirement	1,167,000	1,397,615	1,409,810	1,409,810
Payroll Tax	268,021	279,347	274,825	274,825
Other Postemployment Benefits (OPEB)	201,131	137,280	98,145	98,145
401 (k) Employer Match	2,345	2,250	2,250	2,250
Employee Group Insurance	510,521	523,633	554,830	554,830
Workers Comp Insurance	16,874	17,286	23,695	23,695
Communication Services Expense	20,042	25,000	17,000	17,000
Janitorial Supplies	203			
Refuse Disposal	7,347	500	7,000	7,000
Insurance	68,362	95,939	73,660	73,660
Parts	2,081			
Maintenance	33,831	35,000	30,000	30,000
Maintenance - Building	23,983	29,228	32,450	32,450
Materials - Buildings & Improvements	128			
Services	9			
Professional / Membership Dues	16,433	10,000	10,000	10,000
Services and Supplies	79			
Misc Expense	346			

[12] County of Placer FY 2022-2023 Budget, Page 363, FY-22-23-Budget-Book-Final (ca.gov), www.placer.ca.gov/DocumentCenter/View/62118/FY-22-23-Budget-Book-Final. Accessed February 7, 2023.

Additional Photos



Photo Credit: Richard Ferguson, February 2, 2023

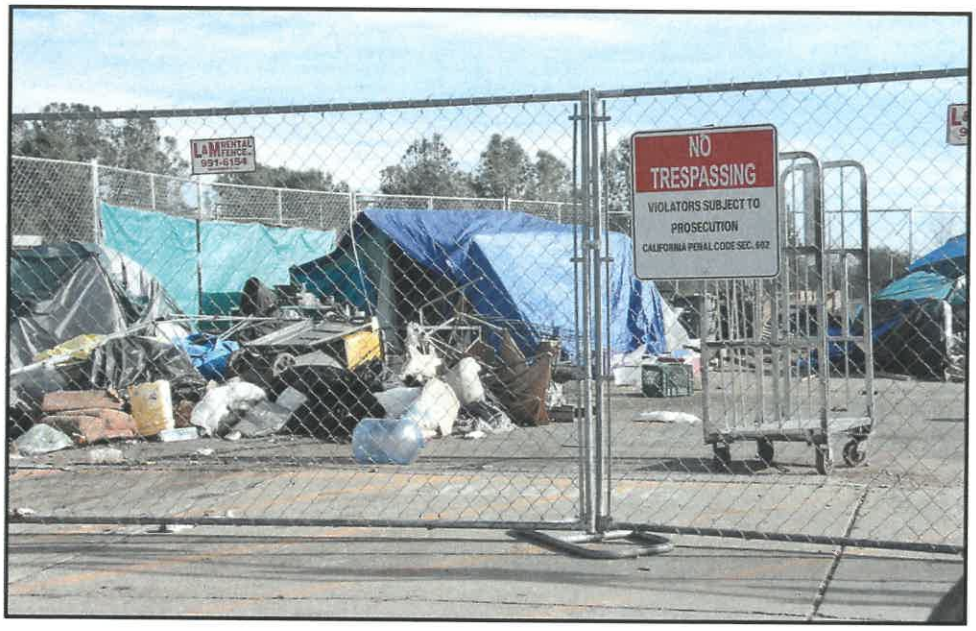
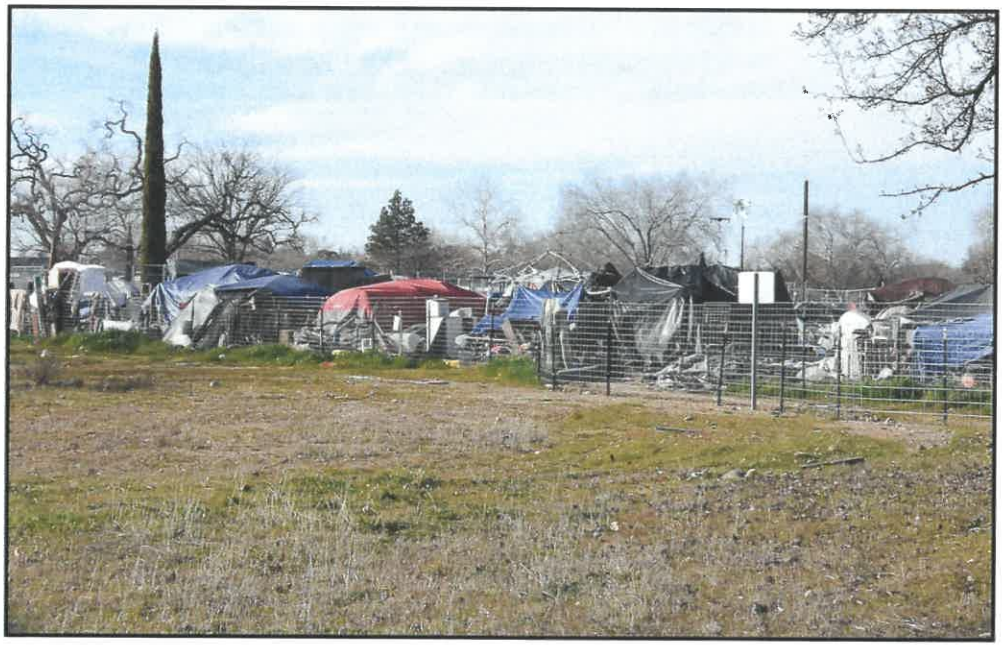




Photo Credit: Jim Ferguson, February 12, 2023



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Quarterly Treasurer's Report

Date: September 12, 2023

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Receive the Treasurer's Report for the Quarter Ending June 30, 2023.

Background:
The Quarterly Treasurer's Report (Attachment 1), for the quarter ending June 30, 2023, provides the depository, maturity date, amount, and estimated annualized interest earnings for the City's investments pursuant to the Investment Policy (Resolution No. 2023-67).

ATTACHMENTS:
1. Treasurer's Report for Quarter Ending June 30, 2023

CITY OF ROCKLIN
TREASURER'S REPORT OF INVESTMENTS & CASH
JUNE 30, 2023

DEPOSITORY	PURCHASE DATE	MATURITY DATE	RATE %	AMOUNT	TOTAL AMOUNT	ANNUALIZED INT. RETURN	SPECIAL NOTES
				INVESTMENTS			
LOCAL AGENCY INVESTMENT FUND			3.167	$40,794,608	$ 40,794,608	$ 1,291,965	Type: State Pooled Investment Account Considered 1 day funds
CITIGROUP INC.	12/11/1998	02/15/2098	6.875	$ 20,000	$ 20,000	$ 1,375	Type: Corporate Bond Coupon Rate: 6.875 Cost is reported Market Value: $21,837.89* Par Value: $20,000
PLACER COUNTY TREASURER'S INVESTMENT PORTFOLIO			2.707	$ 8,730,635	$ 8,730,635	$ 236,338	Type: County Pooled Investment Account Considered 1 day funds
FIVE STAR BANK (ROCKLIN RISE) DEPOSIT			3.013	$ 5,205,840	$ 5,205,840	$ 156,852	Type: Public Money Market Account Considered 1 day funds
CITY OF ROCKLIN INVESTMENT PORTFOLIO			3.590	$50,741,723	$ 50,741,723	$ 1,821,628	Type: City Pooled Investment Account Considered 1 day funds
TOTAL INVESTMENTS					**$ 105,492,806**	**$ 3,508,158**	
AVERAGE PERCENTAGE ON INVESTMENTS			3.325%		WEIGHTED AVERAGE MATURITY		0.02 years
				OPERATING ACCOUNTS			
WELLS FARGO OPERATING ACCOUNT			N/A	$15,815,852	$ 15,815,852	$ -	Type: Checking Account Immediate Access Compensatory balance arrangement
CDBG ACCOUNT			1.000	$ 156,556	$ 156,556	$ 1,566	Type: Checking Account Immediate Access
TOTAL OPERATING ACCOUNTS					**$ 15,972,408**	**$ 1,566**	

* Sources of pricing as reported by Wells Fargo Investments.

I hereby certify that the above amounts and locations of accounts represent the total investments of the City of Rocklin as of the date of this report and that the investments are in conformity with Legislative Policy No. 1 as restated in Resolution 2023-67 on May 9, 2023. I hereby certify that the City of Rocklin has sufficient funds available to meet its expenditure requirements for the next six months.

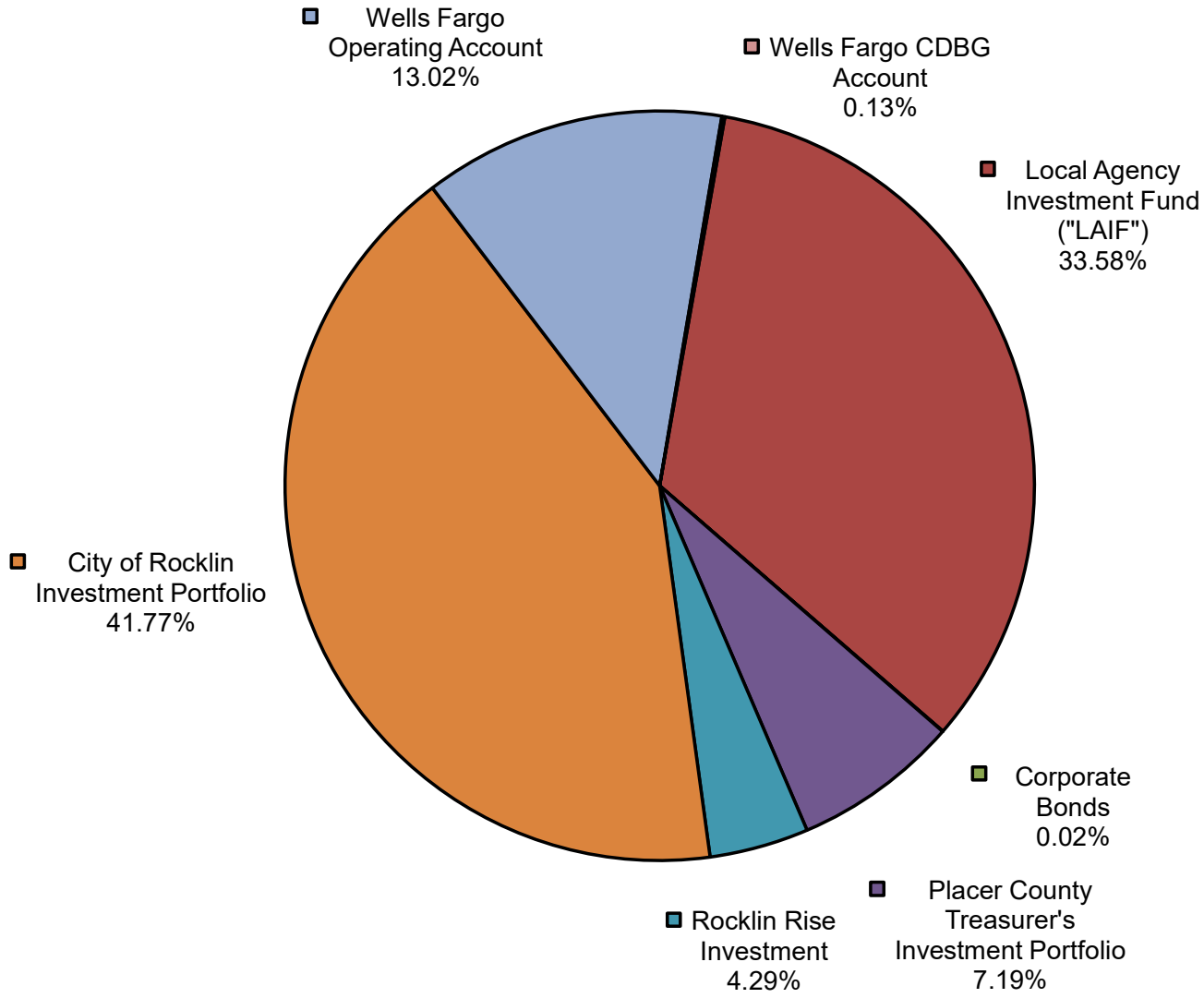
DANIEL CHOE
CITY TREASURER

8/29/2023
DATE

ALY ZIMMERMANN
CITY MANAGER

08/24/2023
DATE

CITY OF ROCKLIN INVESTMENT REPORT
for the Quarter Ended June 30, 2023



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Accounts Paid List - April 1, 2023 to June 30, 2023

Date: September 12, 2023

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Receive the Accounts Paid List for April 1, 2023 to June 30, 2023.

Background:
The Accounts Paid List (Attachment 1) details expenses paid to vendors, types of expenses, and the amount paid for the period between April 1, 2023 to June 30, 2023.

Fiscal Impact:
This report will not have a direct fiscal impact. The items included in this report are either within the budget or have been approved as budget amendments.

ATTACHMENTS:
1. Accounts Paid List April - June 30, 2023

City of Rocklin

ACCOUNTS PAID LIST

for

April 01, 2023 through June 30, 2023

meeting of

September 12, 2023

DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES

August 7, 2023
DATE

City of Rocklin

Accounts Paid Summary

From: 4/1/23 To: 6/30/23

Vendor Name		Total Amount Paid
4LEAF, INC.	PROFESSIONAL SERVICES	74,661.46
A & A STEPPING STONE MFG INC.	PROGRAM SUPPLIES/MATERIALS	322.88
ACTION ENTERTAINMENT COLLABORATIVE	PROFESSIONAL SERVICES	13,500.00
ADRIAN PASSADORE	TRAVEL/TRAINING/MEALS	81.52
ADVANCED INTEGRATED PEST MANAGEMENT	MAINTENANCE CONTRACTS	7,892.00
ADVANTAGE GEAR, INC.	UNIFORMS	1,341.32
ADVENTURE OPERATIONS LLC	PROGRAM SUPPLIES/MATERIALS	303.47
AFSCME DISTRICT COUNCIL 57	PAYROLL DEDUCTS PAYABLE	7,499.12
ALAMEDA COUNTY SHERIFF'S OFFICE	TRAVEL/TRAINING/MEALS	2,094.00
ALEKSEJS MIHALCUKS (PACIFIC MUSIC GROUP INC)	PROFESSIONAL SERVICES	5,300.00
ALEX SCHNETZ	TRAVEL/TRAINING/MEALS	607.91
ALL MY BEST INC.	PROGRAM SUPPLIES/MATERIALS	1,416.56
ALLSTAR FIRE EQUIPMENT	NON-CAP. EQUIPMENT	12,342.33
ALTEC INDUSTRIES INC.	VEHICLE & EQUIPMENT PARTS	125.95
AMERICAN RAMP COMPANY	PARK IMPROVEMENTS	12,785.00
ANDRE BOOKER	TRAVEL/TRAINING/MEALS	60.00
ANIMAL DAMAGE MANAGEMENT, INC.	PROFESSIONAL SERVICES	3,340.00
APPLIED LANDSCAPE MATERIALS, INC.	PROFESSIONAL SERVICES	10,759.67
APS ENVIRONMENTAL, INC.	PROFESSIONAL SERVICES	1,312.50
ARC DOCUMENT SOLUTIONS, LLC	RENTAL/LEASE	2,945.98
ARCSTREM LLC	INSTRUCTIONAL SERVICES	1,521.00
ARROW FENCE COMPANY	PROPERTY DAMAGE EXPENDITURE	24,135.00
ASHLEY A STEWART (BLUE STREAK GRAPHICS LLC)	PROGRAM SUPPLIES/MATERIALS	581.85
AT&T	COMMUNICATIONS	62,417.25
AT&T MOBILITY	COMMUNICATIONS	21,566.94
AVDIS & CUCCHI, LLP	PROFESSIONAL SERVICES	59,775.00
AZCO SUPPLY INC.	REPAIR & MAINTENANCE	17,792.78
B&M BUILDERS, INC	REPAIR & MAINTENANCE	1,200.00
BACKYARD UNLIMITED CONSTRUCTION INC	FACILITIES REPAIRS AND MAINT	4,560.00
BAKER & HOSTETLER LLP	PROFESSIONAL SERVICES	5,685.00
BENNETT ENGINEERING SERVICES	PROFESSIONAL SERVICES	3,040.00
BERCO REDWOOD, INC.	PROGRAM SUPPLIES/MATERIALS	22,381.86
BETTER BUSINESS PLANNING, INC	PROFESSIONAL SERVICES	462.15
BON APPETIT MANAGEMENT COMPANY	ADVERTISING/PROMOTIONAL	3,239.09
BONNEVILLE INTERNATIONAL	PROFESSIONAL SERVICES	14,997.00
BOOZ ALLEN HAMILTON INC	PROFESSIONAL SERVICES	26,752.87
BPR CONSULTING GROUP LLC	PROFESSIONAL SERVICES	615.00
BRADLEY HAABY	TRAVEL/TRAINING/MEALS	405.31

Vendor Name		Total Amount Paid
BROWER MECHANICAL INC.	FACILITIES REPAIRS AND MAINT	5,847.00
BUREAU VERITAS NORTH AMERICA INC.	PROFESSIONAL SERVICES	145,828.91
BUSHNELL LANDSCAPE INDUSTRIES, INC.	PROFESSIONAL SERVICES	1,950.00
CA ASSOC OF HOSTAGE NEGOTIATORS	LICENSES/MEMBERSHIPS/SUBSCRIP	40.00
CALIFORNIA ASSOCIATION FOR	LICENSES/MEMBERSHIPS/SUBSCRIP	800.00
CALIFORNIA BUILDING STANDARDS COMMISSION	STATE BLDG STANDARDS FUND	1,273.50
CALIFORNIA CARPET CENTER INC.	FACILITIES REPAIRS AND MAINT	18,820.16
CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION	PROGRAM SUPPLIES/MATERIALS	288.80
CALIFORNIA FIRE CHIEFS ASSOCIATION	LICENSES/MEMBERSHIPS/SUBSCRIP	60.00
CALIFORNIA LANDSCAPE ASSOCIATES INC.	REPAIR & MAINTENANCE	2,800.00
CALIFORNIA POLICE CHIEFS' ASSOC.	LICENSES/MEMBERSHIPS/SUBSCRIP	2,012.00
CALIFORNIA PPE RECON INC	NON-CAP. EQUIPMENT	6,415.27
CALIFORNIA STATE DEPT OF CONSERV.	SEISMIC EDUCATION LIABILITY	3,530.05
CALIFORNIA STATE DEPT. OF GENERAL SERVICES	CASP SB1186 - STATE PORTION	310.40
CALIFORNIA STATE DEPT. OF JUSTICE	PROFESSIONAL SERVICES	4,909.98
CALIFORNIA STATE FORESTRY AND FIRE PROTECTION	PROFESSIONAL SERVICES	21,618.57
CALPO HOM & DONG ARCHITECTS, INC.	BUILDING	19,500.00
CAL-SIERRA FENCE	PARK REPAIR & MAINT NON-CAP EX	19,755.00
CAPITOL CITY DESIGN, INC	FACILITIES & OTHER IMPROVEMENT	6,375.00
CDW GOVERNMENT INC.	MAINTENANCE CONTRACTS	11,122.81
CEB/REGENTS OF THE UNIVERSITY OF CALIF.	PROGRAM SUPPLIES/MATERIALS	394.41
CENTERPOINT ENGINEERING, INC.	PARK IMPROVEMENTS	11,750.00
CENTRAL VALLEY ENG. & ASPHALT INC.	INFRASTRUCTURE	234,371.21
CENTRALSQUARE TECHNOLOGIES	PROFESSIONAL SERVICES	2,340.00
CHAVAN & ASSOCIATES, LLP	PROFESSIONAL SERVICES	11,500.00
CHRIS WADE	PROGRAM SUPPLIES/MATERIALS	102.20
CINTAS CORPORATION	LAUNDRY DEDUCTION PAYABLE	8,031.29
CINTAS FIRST AID & SAFETY	GENERAL OFFICE SUPPLIES	121.05
CITY CLERKS ASSOCIATION OF CALIF.	TRAVEL/TRAINING/MEALS	75.00
CITY OF COLFAX	TRAVEL/TRAINING/MEALS	110.00
CITY OF RANCHO CORDOVA	TRAVEL/TRAINING/MEALS	244.15
CITY OF ROCKLIN - PETTY CASH	RECRUITMENT EXPENSES	254.29
CITY OF ROSEVILLE	INFRASTRUCTURE	192,772.85
CLASS ACT ALLIANCE, INC.	PROFESSIONAL SERVICES	230.00
CLASSIC TOW SERVICE	PROFESSIONAL SERVICES	2,014.00
CLOUDBURST CONSULTING GROUP, INC	PROFESSIONAL SERVICES	453.00
COLBY ABBOTT	ADVERTISING/PROMOTIONAL	198.00
COMMERCIAL SPEEDOMETER SERVICE INC	PROFESSIONAL SERVICES	935.00
CONCRETE BOOKING AGENCY	PROFESSIONAL SERVICES	10,000.00
CONSOLIDATED COMMUNICATIONS	COMMUNICATIONS	2,934.18
CORDICO PSYCHOLOGICAL CORPORATION	PROFESSIONAL SERVICES	1,500.00
COST RECOVERY SYSTEMS INC.	PROFESSIONAL SERVICES	7,250.00
COUNTCO CAPITAL, LLC	RENTAL/LEASE	16,988.43

Vendor Name		Total Amount Paid
CRAFCO, INC.	PROGRAM SUPPLIES/MATERIALS	17,123.74
CRAIG MIERS & GEORGE SCOTT ARCHITECTS, LLP	BUILDING	672.59
CURTIS BLUE LINE	UNIFORMS	1,641.29
CWE	PARK IMPROVEMENTS	19,846.99
CYRACOM INTERNATIONAL , INC	PROFESSIONAL SERVICES	167.05
DARRELL JANTZ	TRAVEL/TRAINING/MEALS	480.00
DAVID DOWNING (USA FENCING COMPANY)	REPAIR & MAINTENANCE	859.49
DAVIDDE MITOMA	LICENSES/MEMBERSHIPS/SUBSCRIP	89.00
DIANE L MURRA (WEST COAST FUSION ELITE PERFORMANCE)	INSTRUCTIONAL SERVICES	579.15
DOG & WHISTLE GOOSE CONTROL, LLC	PROFESSIONAL SERVICES	2,550.00
DOKKEN ENGINEERING	INFRASTRUCTURE	2,023.50
DOMINGUEZ LANDSCAPE SERVICES INC.	PROFESSIONAL SERVICES	411,092.76
DOOR 11.10	PROGRAM SUPPLIES/MATERIALS	4,800.00
DOWNEY BRAND LLP	PROFESSIONAL SERVICES	179,760.01
DS SCHUMACHER	PROGRAM SUPPLIES/MATERIALS	709.99
EASTER SEALS SUPERIOR CALIFORNIA	PROFESSIONAL SERVICES	1,090.02
EATON INTERPRETING SERVICES	RECRUITMENT EXPENSES	140.00
EDGES ELECTRICAL GROUP, LLC	PARK REPAIR & MAINT NON-CAP EX	32,664.65
ENTERPRISE FLEET MANAGEMENT	FLEET CAPITAL	769.98
ESRI INC.	MAINTENANCE CONTRACTS	36,000.00
FASTENAL COMPANY	PROGRAM SUPPLIES/MATERIALS	784.87
FEDEX	POSTAGE	9.73
FEHR & PEERS	PROFESSIONAL SERVICES	48,543.28
FIFTH ASSET, INC	PROFESSIONAL SERVICES	15,000.00
FIRST AMERICAN ADMINISTRATORS INC	VISION CLAIM	4,779.29
FLOCK GROUP INC	REPAIR & MAINTENANCE	750.00
FRANCHISE TAX BOARD	PAYROLL DEDUCTS PAYABLE	2,855.31
FUTURE CHEVROLET OF SACRAMENTO	PROFESSIONAL SERVICES	32,742.68
FUTURE FORD LINCOLN	PROFESSIONAL SERVICES	2,215.24
GARRITT H. WALSH (SELECT ELECTRIC)	PARK REPAIR & MAINT NON-CAP EX	17,018.00
GENUINE PARTS CO	VEHICLE & EQUIPMENT PARTS	16,700.08
GEOCON CONSULTANTS, INC.	INFRASTRUCTURE	7,373.75
GEORGE REED, INC	INFRASTRUCTURE	165,833.05
GLENN HENRY ENTERTAINMENT LLC	PROFESSIONAL SERVICES	5,000.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC.	VEHICLE & EQUIPMENT PARTS	1,326.35
GRAINGER	PROGRAM SUPPLIES/MATERIALS	806.10
GRANICUS INC	MAINTENANCE CONTRACTS	13,677.99
GREATER SACRAMENTO AREA ECONOMIC COUNCIL	LICENSES/MEMBERSHIPS/SUBSCRIP	1,250.00
GREATER SACRAMENTO INVESTMENTS, LLC	INSTRUCTIONAL SERVICES	66.50
GREEN ACRES NURSERY & SUPPLY	PROGRAM SUPPLIES/MATERIALS	1,610.51
GREGORY TAWNEY (D-TAC K9 LLC)	PROFESSIONAL SERVICES	11,300.00
HARRIS INDUSTRIAL GASES	PROGRAM SUPPLIES/MATERIALS	1,050.00
HD SUPPLY WHITE CAP CONSTRUCTION SUPPLY	PROGRAM SUPPLIES/MATERIALS	1,334.99

Vendor Name		Total Amount Paid
HDL COREN & CONE	PROFESSIONAL SERVICES	7,200.00
HEATH TAYLOR	TRAVEL/TRAINING/MEALS	346.15
HELIX ENVIRONMENTAL PLANNING, INC	REPAIR & MAINTENANCE	86.25
HERC EXCHANGE LLC	RENTAL/LEASE	8,681.46
HERITAGE LANDSCAPE SUPPLY GROUP	PROGRAM SUPPLIES/MATERIALS	46,785.72
HINDERLITER DELLAMAS & ASSOCIATES	PROFESSIONAL SERVICES	2,695.55
HI-TECH EMERGENCY VEHICLE SERVICE	VEHICLE & EQUIPMENT PARTS	154.00
HOMEWOOD BUILDING SUPPLY, LLC	PARK REPAIR & MAINT NON-CAP EX	4,239.56
HOPE ITHURBURN	TRAVEL/TRAINING/MEALS	300.00
HORIZON VENTURES INC	PROGRAM SUPPLIES/MATERIALS	2,717.49
HUNT & SONS INC.	FUEL/OIL	101,304.97
IAFF ROCKLIN FIREFIGHTERS	PAYROLL DEDUCTS PAYABLE	9,528.00
IMAGETREND, INC	MAINTENANCE CONTRACTS	800.00
INDUSTRIAL EQUIPMENT INC.	FACILITIES REPAIRS AND MAINT	649.37
INSOMNIAC PRODUCTIONS	ADVERTISING/PROMOTIONAL	3,979.51
INTERWEST CONSULTING GROUP, INC.	NON CAPITAL-IMPROVEMENTS	300.00
INT'L CONFERENCE OF POLICE CHAPLAINS	LICENSES/MEMBERSHIPS/SUBSCRIP	125.00
IO PREDICT INC	RECRUITMENT EXPENSES	180.00
J & A STEAM, LLC	PROFESSIONAL SERVICES	7,650.00
J.J.R. ENTERPRISES, INC	PROGRAM SUPPLIES/MATERIALS	11,169.79
JACOBS ENGINEERING GROUP, INC.	INFRASTRUCTURE	75,775.95
JAM SERVICES, INC	REPAIR & MAINTENANCE	31,306.28
JAMES GARING	TRAVEL/TRAINING/MEALS	600.00
JASON SHEARER	RET HEALTH PAYGO INSURANCE	1,698.00
JASON WESTGATE	TRAVEL/TRAINING/MEALS	240.00
JEFFREY WALLOCH	RET HEALTH PAYGO INSURANCE	531.00
JENNIFER WELLS	RET HEALTH PAYGO INSURANCE	531.00
JETMULCH, INC	PROFESSIONAL SERVICES	23,404.35
JOHNSON PETROLEUM CONSTRUCTION INC.	PROGRAM SUPPLIES/MATERIALS	314.50
JON HARTMAN	INSTRUCTIONAL SERVICES	6,006.00
JOSH LITTLE	TRAVEL/TRAINING/MEALS	180.00
JR MUNSAYAC	TRAVEL/TRAINING/MEALS	73.29
J'S COMMUNICATIONS	COMMUNICATIONS	1,140.07
JULIE ERVIN	TRAVEL/TRAINING/MEALS	407.56
JUSTIN NARTKER	TRAVEL/TRAINING/MEALS	180.00
KEYSER MARSTON ASSOCIATES, INC.	PROFESSIONAL SERVICES	7,840.00
KIDSFIRST CHILD ABUSE PREVENTION COUNCIL OF PLACER	PROFESSIONAL SERVICES	8,013.66
KIMLEY-HORN AND ASSOCIATES INC.	PROFESSIONAL SERVICES	18,157.16
KOFF & ASSOCIATES, INC.	PROFESSIONAL SERVICES	24,018.75
KRISTINA TERESINSKI (TINASDOODLES)	PROFESSIONAL SERVICES	675.00
KRONOS INCORPORATED	MAINTENANCE CONTRACTS	2,510.29
L & H AIRCO SERVICE	PROGRAM SUPPLIES/MATERIALS	2,227.30
L.N. CURTIS & SONS	NON-CAP. EQUIPMENT	13,770.78

Vendor Name		Total Amount Paid
LAURA DEASON (COLE PRO MEDIA)	PROFESSIONAL SERVICES	6,000.00
LAW OFFICES OF LIEBERT CASSIDY & WHITMOR	PROFESSIONAL SERVICES	20,008.50
LAWRENCE J. OSBORNE (ELEPHANT IDEAS)	UNIFORMS	125.48
LEAGUE OF CALIFORNIA CITIES	LICENSES/MEMBERSHIPS/SUBSCRIP	22,569.00
LEGAL SHIELD	PAYROLL DEDUCTS PAYABLE	709.38
LEHR AUTO ELECTRIC INC.	FLEET CAPITAL	81,523.43
LENSLOCK INC	PROFESSIONAL SERVICES	1,070.35
LES SCHWAB TIRE CENTER	PROFESSIONAL SERVICES	447.48
LEXISNEXIS	PROFESSIONAL SERVICES	4,821.00
LIFE-ASSIST INC	PROGRAM SUPPLIES/MATERIALS	74.26
LOGICTREE IT SOLUTIONS. INC.	PROFESSIONAL SERVICES	1,189.00
LONG BEACH BMW MOTORCYCLES	FLEET CAPITAL	39,688.00
M2 PROMOTIONS	UNIFORMS	1,555.13
MAGMA CREATIVE, INCORPORATED	PROFESSIONAL SERVICES	7,000.00
MALLORY SAFETY AND SUPPLY LLC	NON-CAP. EQUIPMENT	7,440.47
MARA RAUBITSCHEK (ART WITH MARA)	INSTRUCTIONAL SERVICES	1,212.50
MARK THOMAS & COMPANY, INC.	INFRASTRUCTURE	9,585.25
MASTAGNI HOLSTEDT A PROFESSIONAL CORPORATION	PROFESSIONAL SERVICES	25.75
MATTHEW BENDER & COMPANY INC	PROGRAM SUPPLIES/MATERIALS	276.81
MCMASTER-CARR	PROGRAM SUPPLIES/MATERIALS	251.14
MEANSTREAK MUSIC CO	PROFESSIONAL SERVICES	9,000.00
MEDICAL EYE SERVICES	VISION CLAIM	450.00
MELTON DESIGN GROUP. INC.	PROFESSIONAL SERVICES	6,230.00
MICHAEL CHARLES MOLENDA (SURF MONSTER)	PROFESSIONAL SERVICES	1,000.00
MIKE DAVIS (FOUR STAR BUILDING)	PROFESSIONAL SERVICES	35,591.40
MIRACLE PLAYSYSTEMS, INC.	PARK REPAIR & MAINT NON-CAP EX	21,333.17
MOBILE-MED WORK HEALTH SOLUTIONS, INC	PROFESSIONAL SERVICES	10,144.00
MOTOROLA SOLUTIONS, INC.	NON-CAP. EQUIPMENT	25,091.61
MUCHMORE THAN CONSULTING, LLC	PROFESSIONAL SERVICES	9,138.25
MUNICIPAL EMERGENCY SERVICES, INC.	REPAIR & MAINTENANCE	2,380.64
MUNICIPAL MAINTENANCE EQUIPMENT	PROGRAM SUPPLIES/MATERIALS	453.78
MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES	8,286.74
MUSCO SPORTS LIGHTING, LLC	PROGRAM SUPPLIES/MATERIALS	9,466.79
MYRA R. SALAZAR	TRAVEL/TRAINING/MEALS	144.79
NATHAN WHANN	TRAVEL/TRAINING/MEALS	78.29
NATHANIEL MEDLAR	PROFESSIONAL SERVICES	13,773.90
NATIONAL GARAGE DOOR	REPAIR & MAINTENANCE	460.82
NEIGHBORLY PEST MANAGEMENT	PROFESSIONAL SERVICES	7,192.00
NEIL COSTA	TRAVEL/TRAINING/MEALS	840.00
NETWORK DESIGN ASSOCIATES	PROFESSIONAL SERVICES	28,912.50
NI GOVERNMENT SERVICES INC.	COMMUNICATIONS	127.01
NICK'S CUSTOM GOLF CARS	PROGRAM SUPPLIES/MATERIALS	33.35
NOR CAL SIGNAL SUPPLY LLC	REPAIR & MAINTENANCE	15,909.04

Vendor Name		Total Amount Paid
NORTHERN CALIF CITIES SELF INS FUND	WORKERS COMP INS PREMIUMS	377,023.00
NORTHERN CALIFORNIA GLOVE INC.	PROGRAM SUPPLIES/MATERIALS	3,995.94
NORTHERN STATE CONTRACTORS INC	PROFESSIONAL SERVICES	62,091.75
NUTRIEN AG SOLUTIONS, INC.	PROGRAM SUPPLIES/MATERIALS	13,709.78
OCCU-MED, LTD.	RECRUITMENT EXPENSES	1,261.60
ONE TIME PAY	REFUND PAYABLE	116,747.95
ONELLY OLIVAS-PEREZ	TRAVEL/TRAINING/MEALS	180.00
PACIFIC GAS & ELECTRIC CO.	UTILITIES	299,964.46
PAPE MACHINERY INC	PROGRAM SUPPLIES/MATERIALS	7,313.12
PBM CONSTRUCTION, INC.	BUILDING	37,455.55
PETDATA	PROFESSIONAL SERVICES	2,622.30
PLACER COUNTY ADMINISTRATIVE OFFICES	COUNTY IMPACT FEE	138,108.87
PLACER COUNTY CLERK-RECORDER	ELECTIONS	71,013.46
PLACER COUNTY ENVIRONMENTAL HEALTH	MAINTENANCE CONTRACTS	6,298.00
PLACER COUNTY FLOOD CONTROL & CONSERVATION	FLOOD DISTRICT LIABILITY	1,811.00
PLACER COUNTY HEALTH & HUMAN SERVICES	PROFESSIONAL SERVICES	24,615.00
PLACER COUNTY PUBLIC WORKS DEPARTMENT	PROFESSIONAL SERVICES	258,249.50
PLACER COUNTY SHERIFF	PROFESSIONAL SERVICES	19,102.00
PLACER COUNTY TRANSPORTATION PLANNING AGENCY	PROFESSIONAL SERVICES	18,750.00
PLACER COUNTY WATER AGENCY	UTILITIES	279,049.66
PRIDE INDUSTRIES ONE INC.	PROFESSIONAL SERVICES	145,716.12
PRIETO ROSEVILLE	VEHICLE & EQUIPMENT PARTS	4,132.49
PRIME TIME ENTERTAINMENT	PROFESSIONAL SERVICES	5,250.00
PYRO SPECTACULARS NORTH, INC	PROFESSIONAL SERVICES	31,411.00
R & M REFRIGERATION	FACILITIES REPAIRS AND MAINT	627.97
R.E.Y. ENGINEERS, INC	INFRASTRUCTURE	374.63
RAFAEL CHAVEZ (FOUNTAIN SPECIALIST)	PROFESSIONAL SERVICES	1,700.00
RAFTELIS FINANCIAL CONSULTANTS, INC	PROFESSIONAL SERVICES	7,500.00
RAPID FIRST PLUMBING	PROFESSIONAL SERVICES	3,470.29
RAYDIANT INC	PROFESSIONAL SERVICES	1,176.00
RED VOODOO LLC	PROFESSIONAL SERVICES	1,000.00
REGINALD WILLIAMS	TRAVEL/TRAINING/MEALS	180.00
RICK LAWRENCE	TRAVEL/TRAINING/MEALS	180.00
RIDGELINE TECHNOLOGY	NON-CAP. EQUIPMENT	9,160.22
RIVER CITY GEOPROFESSIONALS, INC	NON CAPITAL-IMPROVEMENTS	20,017.50
RIVERVIEW INTERNATIONAL TRUCKS	VEHICLE & EQUIPMENT PARTS	181.58
ROAD SAFETY INC.	RENTAL/LEASE	4,400.00
ROB THOMPSON (LEGACY RANCHING)	PROFESSIONAL SERVICES	131,561.00
ROBBINS & HOLDAWAY, A PROF. CORP.	PROFESSIONAL SERVICES	3,390.00
ROBERT KINKEAD (THE KINKEAD ENTERTAINMENT)	PROFESSIONAL SERVICES	6,250.00
ROCKLIN POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTS PAYABLE	30,448.98
ROCKLIN RANCH VETERINARY HOSPITAL	PROFESSIONAL SERVICES	639.77
ROCKLIN WINDUSTRIAL	PROGRAM SUPPLIES/MATERIALS	1,185.08

Vendor Name		Total Amount Paid
RR & NS ENTERPRISES INC	PROFESSIONAL SERVICES	1,770.00
SACRAMENTO COUNTY	PROFESSIONAL SERVICES	3,522.00
SACRAMENTO COUNTY SHERIFF'S DEPARTMENT	PROFESSIONAL SERVICES	4,560.00
SACRAMENTO REGIONAL PUBLIC SAFETY	TRAVEL/TRAINING/MEALS	282.00
SAFETY-KLEEN SYSTEMS, INC.	MAINTENANCE CONTRACTS	860.22
SAK CONSTRUCTION, LLC	INFRASTRUCTURE	57,500.00
SANLI PASTORE & HILL, INC.	PROFESSIONAL SERVICES	22,780.50
SCOTT HORRILLO	TRAVEL/TRAINING/MEALS	600.00
SEARCH AMERICA, LLC	PROFESSIONAL SERVICES	219.90
SECURITY & ASSET MANAGEMENT, LP	MAINTENANCE CONTRACTS	5,409.23
SEEVERS JORDAN ZIEGENMEYER	PROFESSIONAL SERVICES	3,750.00
SENIORS FIRST, INC.	PROFESSIONAL SERVICES	13,060.17
SHERBURN L. HINKLEY (HINKLEY'S MASONRY)	REPAIR & MAINTENANCE	600.00
SHERI CHAPMAN	HEALTH INSURANCE	3,205.14
SHRED-IT USA, LLC	PROFESSIONAL SERVICES	859.96
SHUMS CODA ASSOCIATES, INC	PROFESSIONAL SERVICES	15,354.86
SIERRA BUSINESS COUNCIL	SMALL BUSINESS SUPPORT GRANT	509,982.00
SIERRA PACIFIC TURF SUPPLY INC.	PROGRAM SUPPLIES/MATERIALS	5,634.27
SIERRA SAFETY	RENTAL/LEASE	6,419.43
SIERRA STRIPING INC.	PROFESSIONAL SERVICES	3,545.00
SIERRA TRAFFIC MARKINGS, INC.	REPAIR & MAINTENANCE	61,871.35
SIERRA-SACRAMENTO VALLEY EMERGENCY	MAINTENANCE CONTRACTS	1,000.00
SKIP'S MUSIC INC.	PROFESSIONAL SERVICES	18,183.70
SMITHWAY ASSOCIATES, INC	RENTAL/LEASE	4,077.64
SOUTH PLACER M.U.D.	UTILITIES	8,275.39
SOUTH PLACER REGIONAL	SPRTA MITIGATION FEES	101,951.12
ST VINCENT DE PAUL SOCIETY ROSEVILLE AREA CONF	PROFESSIONAL SERVICES	18,606.14
STAND UP PLACER, INC	PROFESSIONAL SERVICES	3,936.05
STATE CONTROLLER DEPARTMENTAL ACCOUNTING OFFICE	PROFESSIONAL SERVICES	2,995.65
STATE WATER RESOURCES CONTROL BOARD	INFRASTRUCTURE	600.00
STEVE J. ORTMANN	TRAVEL/TRAINING/MEALS	240.00
STEVE PRINCE (SUPERFAST SIGNS)	PROGRAM SUPPLIES/MATERIALS	600.60
STRYKER CORPORATION	PROGRAM SUPPLIES/MATERIALS	19,982.75
SUNBELT RENTALS INC.	RENTAL/LEASE	7,192.74
SYTECH SOLUTIONS	PROFESSIONAL SERVICES	6,725.00
TAMEKA USHER	TRAVEL/TRAINING/MEALS	60.00
TERRI RUGGERI	INSTRUCTIONAL SERVICES	659.75
TERRY M. WILSON (PLACER GLASS)	PROFESSIONAL SERVICES	711.60
TESCO CONTROLS INC.	PROPERTY DAMAGE EXPENDITURE	3,962.89
TETRA TECH, INC.	PROFESSIONAL SERVICES	6,123.70
THE GUMSHOE GROUP, LLC	RECRUITMENT EXPENSES	1,200.00
THE SALVATION ARMY	PROFESSIONAL SERVICES	6,000.00
THELONIOUS DIXON (MEMBERS IN BLACK PRIVATE SECURITY)	PROFESSIONAL SERVICES	1,525.00

Vendor Name		Total Amount Paid
THOMAS E JONES	ADVERTISING/PROMOTIONAL	660.24
THYSSEN-KRUPP ELEVATOR	MAINTENANCE CONTRACTS	1,787.96
TIM O'CONNOR	LICENSES/MEMBERSHIPS/SUBSCRIP	53.00
TIM R. STEVENSON (ATLAS WELDCO)	PROFESSIONAL SERVICES	2,031.25
TIMOTHY D. GLISSMAN (GLISSMAN EXCAVATING)	INFRASTRUCTURE	626,654.09
TKE ENGINEERING, INC	PROFESSIONAL SERVICES	1,202.50
T-MOBILE USA, INC	RENTAL INCOME	26,100.00
TRACEPOINT, LLC	PROFESSIONAL SERVICES	7,191.00
TRAFFIC & PARKING CONTROL CO, INC.	REPAIR & MAINTENANCE	34,483.02
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	PROFESSIONAL SERVICES	1,490.97
TRAVIS MC ENTEE	LICENSES/MEMBERSHIPS/SUBSCRIP	299.00
TREE PRO TREE SERVICES INC	PROFESSIONAL SERVICES	71,404.34
TRENT JEWELL	TRAVEL/TRAINING/MEALS	240.00
TYLER TECHNOLOGIES INC.	PROFESSIONAL SERVICES	8,499.57
U.S. BANK NATIONAL ASSOCIATION	FUEL/OIL	28,565.26
ULTRA LINK CABLING SYSTEMS, INC.	PROFESSIONAL SERVICES	1,629.66
UNITED LABORATORIES INC	PROGRAM SUPPLIES/MATERIALS	670.06
UNITED RENTALS	RENTAL/LEASE	1,831.92
USPS - HASLER	POSTAGE	1,135.00
VALLEY ROCK LANDSCAPE MATERIAL	PROGRAM SUPPLIES/MATERIALS	8,961.20
VAN DERMYDEN MAKUS LAW CORPORATION	PROFESSIONAL SERVICES	31,478.79
VCA ANIMAL HOSPITALS, INC	PROFESSIONAL SERVICES	7,087.82
VERIZON BUSINESS	COMMUNICATIONS	144.82
VERIZON WIRELESS	COMMUNICATIONS	19,883.42
VIC GRECO	RENTAL/LEASE	3,000.00
VIRTUAL PM INC.	MAINTENANCE CONTRACTS	2,250.00
VOLLMAR NATURAL LANDS CONSULTING	PROFESSIONAL SERVICES	36,071.00
VORTEX INDUSTRIES, INC.	FACILITIES REPAIRS AND MAINT	1,024.75
VORTEX USA INC	PROGRAM SUPPLIES/MATERIALS	1,259.21
V-POWER EQUIPMENT, INC.	PARK REPAIR & MAINT NON-CAP EX	24,694.51
VULCAN MATERIALS COMPANY	PROGRAM SUPPLIES/MATERIALS	202.46
WALKER'S OFFICE SUPPLIES	GENERAL OFFICE SUPPLIES	684.14
WATERWORKS AQUATIC MANAGEMENT, INC.	PROFESSIONAL SERVICES	2,987.00
WAVE BROADBAND	MAINTENANCE CONTRACTS	70,725.12
WAXIE SANITARY SUPPLY	PROGRAM SUPPLIES/MATERIALS	1,109.39
WENDY KAY (UTOPIA ARTISTS, LLC)	PROFESSIONAL SERVICES	4,500.00
WEST YOST & ASSOCIATES INC.	PROFESSIONAL SERVICES	1,233.58
WHEN TO WORK, INC	LICENSES/MEMBERSHIPS/SUBSCRIP	520.00
WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES	16,618.74
WITTMAN ENTERPRISES, LLC	PROFESSIONAL SERVICES	8,805.00
YACHTLEY CREW LLC	PROFESSIONAL SERVICES	10,000.00
YOUNG ELECTRIC SIGN COMPANY	PARK REPAIR & MAINT NON-CAP EX	9,280.00
ZACHARY LEWIS	TRAVEL/TRAINING/MEALS	163.00

Vendor Name		Total Amount Paid
ZUMAR INDUSTRIES INC.	PROGRAM SUPPLIES/MATERIALS	18,375.90
US BANK	APR, MAY, JUN CALCARD PAYMENT	331,241.55
	Total:	$7,626,780.54

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2023 - 2026 AFSCME MOU

Date: September 12, 2023

Submitted By: Tameka Usher, Administrative Services Director

Department: Administrative Services - Human Resources

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Adopting the Negotiated Memorandum of Understanding Between the City of Rocklin and AFSCME Council 57, Local 146 AFL-CIO Representing the Public Service Employees Bargaining Unit, Repealing the Provisions of Any Resolutions in Conflict Herewith, and Approving Associated Salary Schedules.

Background:

Title 2 of the California Code of Regulations, section 570.5 requires the City's salary schedules to be adopted at a public meeting.

The term of the current Memorandum of Understanding (MOU) between the City of Rocklin (City) and AFSCME Council 57, Local 146 AFL-CIO representing the City of Rocklin Public Service Employer Bargaining Unit (Unit), ended on June 30, 2023.

Pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), representatives of AFSCME and the City have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the bargaining unit. The City and AFSCME jointly prepared a successor MOU, for the term of July 1, 2023, through June 30, 2026, reflecting agreed revisions to certain terms and conditions. Subject to the provisions in the MOU, those revised terms and conditions with a City cost impact are summarized below, along with the estimated annual cost.

1. Effective the first full pay period following City Council adoption of this MOU, the City will increase base wages for all classifications in this unit by 4.0%. Estimated cost **$399,495**.
2. Effective the first full pay period in July 2024, the City will increase base wages for all classifications in this unit by 2.5%. Estimated cost **$262,856**.
3. Effective the first full pay period in July 2025, the City will increase base wages for all classifications in this unit by 2.0%. Estimated cost **$214,345**.
4. Effective the first full pay period following City Council adoption of this MOU, the City will adopt a 10-step salary schedule with 3.5% between each step. Estimated cost

$124,847.

5. Effective January 1, 2024, the City will increase its ongoing monthly contribution to a cafeteria plan by an additional one hundred and fifty ($150) dollars per employee. Estimated annual cost **$158,400**.
6. Effective January 1, 2025, the City will increase its ongoing monthly contribution to a cafeteria plan by an additional and fifty ($50) dollars per employee. Estimated annual cost **$52,800**.
7. Effective January 1, 2026, the City will increase its ongoing monthly contribution to a cafeteria plan by an additional fifty ($50) dollars per employee. Estimated annual cost **$52,800**.
8. Effective July 15, 2024, the City will increase the tool allowance to $1,000 payable each fiscal year. Estimated annual cost **$2,000**.

Other Terms and Conditions which are recommended for update, and which have little or unknown direct cost impact include, but are not limited to:

- Removal of existing Longevity wording.
- Addition of Regular Part-time proration wording.
- Modification of wording for salary on promotion from a minimum of 5% to 10%.
- Modification of wording regarding health benefits, holidays, leaves, job posting and candidate qualifications, definitions, out of class pay, uniform allowance, safety equipment, and due deduction and maintenance of membership.
- “Housekeeping” language changes.

Fiscal Impact:

The combined fiscal impact of the new MOU changes is estimated at $1,267,500.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - AFSCME MOU
2. Resolution Exhibit B - AFSCME Salary Schedule A and B

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING THE NEGOTIATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND AFSCME COUNCIL 57, LOCAL 146 AFL-CIO REPRESENTING THE PUBLIC SERVICE EMPLOYEES BARGAINING UNIT, REPEALING THE PROVISIONS OF ANY RESOLUTIONS IN CONFLICT HEREWITH, AND APPROVING ASSOCIATED SALARY SCHEDULES

WHEREAS, the Memorandum of Understanding (MOU) between the City of Rocklin and AFSCME Council 57, Local 146 AFL-CIO representing the City of Rocklin Public Service Employees Bargaining Unit, ended on June 30, 2023; and

WHEREAS, representatives of the City and representatives of AFSCME Council 57, Local 146 AFL-CIO have met and negotiated in good faith; and

WHEREAS, members of AFSCME Council 57, Local 146 AFL-CIO representing the City of Rocklin Public Service Employees Bargaining Unit have held elections and voted to ratify the negotiated terms and conditions contained within the tentative agreement for the successor MOU; and

WHEREAS, the City of Rocklin's Human Resources Division is now bringing the negotiated and fully executed successor MOU that is attached and incorporated herein to the City Council for final approval and adoption.

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

Section 1. The MOU that is attached and incorporated herein between the City of Rocklin and AFSCME Council 57, Local 146 AFL-CIO representing the City of Rocklin Public Service Employees Bargaining Unit for the period July 1, 2023 through June 30, 2026 attached hereto as Exhibit A is approved and adopted. The Mayor is authorized to sign the MOU on behalf of the City.

Section 2. Effective September 23, 2023, the updated Public Services Employees Salary Schedule Attached hereto as Exhibit B is adopted.

PASSED AND ADOPTED this 12th day of September 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Ken Broadway, Mayor

ATTEST:

_____

Haley Reid, City Clerk

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, City Clerk
MOU Cover Page with Photo (Placeholder)

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MEMORANDUM OF UNDERSTANDING

CITY OF ROCKLIN AND ROCKLIN PUBLIC SERVICE EMPLOYEES (AFSCME)

THIS MEMORANDUM OF UNDERSTANDING entered into this 12th day of September, 2023 between the City of Rocklin, a municipal corporation, ("the City"), and AFSCME Council 57 Local 146, AFL-CIO representing the City of Rocklin Public Service Employees Bargaining Unit ("the Union") as follows:

SECTION I - GENERAL

ARTICLE 1. DEFINITIONS

1. AFSCME - AFSCME Council 57, Local 146 AFL-CIO representing the City of Rocklin Public Service Employees Unit.

2. Base Rate of Pay - An employee's base rate of pay expressed in terms of an hourly rate exclusive of any special forms of compensation or overtime premiums.

3. CalPERS Member (Classic) - Employees who were members of a California public retirement system before January 1, 2013, and meet the definition of a classic member as determined by CalPERS.

4. CalPERS New Member (PEPRA) - Employees who became members of a California public retirement system for the first time on or after January 1, 2013, are not subject to reciprocity or returned to active membership with a new employer following a break in service greater than six (6) months.

5. City - The City of Rocklin.

6. Continuous Service - (Pursuant to Article 53.-111.- a., Layoff/Reduction in Force only) -The employee's total continuous service since date of appointment to a regular full-time position in the classification without break or interruption. Approved leaves taken in accordance with Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) regulations and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service.

7. Day - A period of time between any midnight and the midnight following unless defined differently in a particular article or section.

8. Day - (Pursuant to Article 51, Grievance Procedure and Article 52, Discipline only) - A day the City Manager's office is open for business.

9. Day Shift - The shift where one-half (1/2) or more of the scheduled work hours fall between the hours of 6 a.m. and 6 p.m. (for purposes of shift differential).

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10. Delivery or Deliver to the Employee - Either personal delivery to the employee or the placing of the notice in the United States Mail.

11. Demotion - Either the movement of an employee to another classification where the top step of the salary range is less than the top step of the employee's current classification OR the movement of an employee to a lower step within the employee's current salary range. Changes in classification/salary pursuant to Article 47, Reclassifications, and Article 55, Layoff/Reduction in Force, are exempted from this definition.

12. Domestic Partner - As defined in California Code, Section 297.

13. Employee - A member of the City of Rocklin Public Service Employees bargaining unit.

14. Extended Period - An absence of two (2) weeks or more.

15. Grievance - A claimed violation, misapplication, or misinterpretation of a specified provision of this Agreement which adversely affects the grievant.

16. Grievant - An employee in the Union who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.

17. Immediate Family - For purposes of sick leave use, as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive or foster parent, stepparent, or legal guardian; spouse or domestic partner; biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent; grandchild; or sibling.

18. Lateral Transfer - The movement of an employee to another position in the same classification in a different department.

19. Memorandum of Understanding - This Memorandum of Understanding (MOU) or any future memorandum of understanding as the context may require.

20. Meyers-Milias-Brown Act (M.M.B.A.) - Chapter 10 of Division 4 of Title 1 of the Government Code, commencing with Section 3500, having to do with employer-employee relations as the same reads or as it may be amended to read.

21. Night shift - The shift where one-half (1/2) or more of the scheduled work hours fall between the hours of 6 p.m. and 6 a.m. (for purposes of shift differential.)

22. Overpayment - Any amount of compensation (base salary, overtime, leave usage/ accruals, premium pay, or payroll deductions) that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to administrative, clerical, or system errors.

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23. Overtime - Any time worked in excess of forty (40) hours in any workweek. Designated paid holidays specified in this MOU, and sick leave will also be treated as time worked for the purpose of calculating overtime.

24. Paid hours - Regular, sick, vacation, compensatory time off (CTO,) and holiday hours.

25. Personnel Rules - The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.

26. Probationary Period - A working test period during which an employee is required to demonstrate his/ her fitness for the actual performance of the assigned duties of the position. "Initial" probationary period is the first probationary period completed by an employee following the original date of hire.

27. Probationary Status - The status of an employee who is serving a probationary period for the position and/or classification in which he/she is currently employed.

28. Promotion - The advancement of an employee from a position in one classification to a position in another classification having a higher maximum rate of pay.

29. Purely Personal Possessions - Includes employee's purse, backpack, or briefcase.

30. Reasonable Suspicion - A belief based on objective and articulated facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

31. Reasonable Time - (Pursuant to Article 53, Grievance Procedure only) A time period of two (2) hours unless additional time is approved by the Human Resources Division and Director/Supervisor.

32. Reclassification - A change in the classification level of an individual position by raising it to a higher classification, reducing it to a lower classification, or by moving it to another classification at the same level on a basis of significant changes in kind, difficulty, or responsibility of the work performed in the position.

33. Regular Full-Time Employees - Those employees working in a regular full-time position (40 hours per week or more), regardless of probationary status.

34. Regular Full-Time Position - An organized group of duties and responsibilities assigned to a specific job classification, designed to be performed by one regular full-time employee.

35. Regular Rate of Pay - An employee's base rate of pay plus any special forms of compensation (i.e., Shift Differential, Out of Class, Longevity, Education Incentive, Stand-by Pay) that will be included when determining the appropriate rate of compensation for overtime worked, CTO pay-out and similar calculations.

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36. Stand-by - When an employee is required to or volunteers to make himself or herself available to be called back to work on off duty hours on an as needed basis.

37. Supervisor - The individual who is assigned responsibility for directing the work of designated full-time regular employees; for effectively recommending decisions to hire, discipline, promote, and/or discharge, for making recommendations to resolve grievances, and for day-by-day assignment and review of the performance of designated employees.

38. Temporary Employees - Employees hired to fill special project needs or to work in a part-time or temporary assignment. These types of employees are not covered under the AFSCME Memorandum of Understanding or any other bargaining unit.

39. Total City Seniority - An employee's length of employment measured from the most recent date of employment or re-employment in a regular full-time position.

40. Underpayment - Any amount of compensation (base salary, overtime, leave usage/ accruals, premium pay, or payroll deductions) that has been underpaid or under credited to an employee, regardless of the reason, including but not limited to administrative, clerical, or system errors.

41. Work schedule - The hours and days of work assigned to an employee.

42. Work shift - Day shift (between 6 a.m. - 6 p.m. daily) or night shift (between 6 p.m. - 6 a.m. daily).

43. Workweek - Either the period beginning at 12:01a.m. Saturday and continuing until midnight the following Friday (in the case of a traditional 5/8 schedule or an alternate 4/10 schedule) or the period beginning at 12:01 p.m. Friday and continuing until 12:00 p.m. the following Friday (in the case of an alternate 9/80 schedule).

44. Y-Rate - When the employee's existing salary step is frozen until adjustments to the employee's salary causes it to fall within the salary range.

ARTICLE 2. INTENT

This MOU is intended to be the agreement of the parties reached after meeting and conferring in good faith, pursuant to the requirements of the Meyers-Millias-Brown Act. This MOU constitutes the entire understanding of the parties with respect to the articles covered by the MOU, and all previous memoranda and resolutions of the City and Council in regard to salaries or fringe benefits for the Union are hereby expressly superseded. All amendments hereto shall be valid only when made in writing and approved by each party.

ARTICLE 3. RECOGNITION

Majority Representative

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The City recognizes AFSCME Council 57 Local 146 AFL-CIO as the majority representative for regular full-time employees that are working in classifications presently assigned to, or that in the future, are assigned to the Union, except those employees who are appointed to positions not classified as regular full-time.

ARTICLE 4. TERM

This MOU shall be in full force and effect upon final approval by the City Council. The term of this MOU shall be from July 1, 2023 until midnight, June 30, 2026.

ARTICLE 5. SUCCESSOR MEMORANDUM OF UNDERSTANDING

In order to begin negotiations on a successor M OU, the Union shall notify the City in writing of the membership of its bargaining team no later than forty-five (45) days prior to the expiration of the current agreement.

ARTICLE 6. PROBATIONARY PERIODS

The probationary period is a working test period during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position. "Initial" probationary period is the first probationary period completed by an employee following the original date of hire.

I. All employees in the Union shall serve an initial probationary employment period of twelve (12) months of continuous service upon employment or reemployment. Upon promotion to a higher classification, the probationary period shall be six (6) months of continuous employment in the higher class, except for promotion of an employee who has completed probation in the lower class to the next higher class in a flexibly staffed position. The initial and promotional probationary period may be extended by management for up to six (6) months.

II. Reclassifications and job title changes shall be exempt from probationary periods.

III. A probationary period may be extended due to a prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of 30 calendar days. The extension of the probationary period will not exceed the length of the absence.

IV. If a promoted employee does not successfully complete the probationary period in the classification to which he/she was appointed, the employee shall be reduced to the classification in which he or she previously worked, unless the reason for rejecting the employee during the promotional probationary period would have been sufficient to cause dismissal from the former position as well. The employee shall serve any remaining portion of the probationary period for the previous classification that was not completed prior to promotion.

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ARTICLE 7. PERSONNEL RULES

The Personnel Rules of the City are no longer incorporated within this MOU. When a provision of the Personnel Rules is inconsistent with the MOU, the language contained in the MOU shall govern.

ARTICLE 8. CITY RIGHTS AND RESPONSIBILITIES

I. City retains, solely and exclusively, all the rights, powers, and authority exercised and held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by City and not abridged herein, include but are not limited to the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

A. To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to determine the policies, procedures, and standards for selection, training, and promotion of employees; to determine job specifications, including minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and to establish, modify, determine, or eliminate job classifications and allocate City positions to such classifications, to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

B. Nothing in this section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing, or empowering the City to act or refrain from acting.

ARTICLE 9. COMPLETION OF BARGAINING

I. Waiver

The parties mutually agree that during the term of this MOU, they unqualifiedly waive the right to and will not seek to negotiate or bargain wages, hours, and terms and conditions of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to the MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

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II. Prohibition of Concerted Actions

The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of this jurisdiction. AFSCME agrees that under no circumstances during the term of this Agreement will AFSCME recommend, encourage, cause, or permit its members to initiate, recognize, or participate in any strike, sit- down, stay -in, sick-out, slow-down, or picketing related to labor relations matters {hereinafter collectively referred to as a work stoppage), in any office or department of this jurisdiction, that would curtail any work, restrict any production, or interfere with any operation of the City. In the event of a work stoppage by any member of the Union, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

ARTICLE 10. SEVERABILITY OF PROVISION

Should any section, clause or provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the parties agree to meet and confer regarding substitute provisions to those rendered or declared illegal.

SECTION II - COMPENSATION

ARTICLE 11. COMPENSATION

I. During the term of this Agreement, salaries for all classifications will be adjusted as follows:

- Year 1- Effective the first full pay period following City Council adoption of this MOU the City will increase base wages of all classifications in this Unit by 4.0%.
- Year 2 - Effective the first full pay period of July, 2024, the City will increase base wages of all classifications in this Unit by 2.5%.
- Year 3 – Effective the first full pay period of July, 2025, the City will increase base wages of all classifications in this Unit by 2.0%.

II. The City and the Union agree that the following agencies will be used to survey for compensation and benefits:

City of Davis	City of Roseville
City of Folsom	City of West Sacramento
Placer County	City of Yuba City
City of Lincoln	City of Lodi
City of Elk Grove	City of Woodland

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A. Salary Schedules

Each job classification shall have two salary schedules; Schedule A and Schedule B.

B. Move to Salary Schedule B from Salary Schedule A

All employees hired prior to July 1, 2018 shall remain on Salary Schedule A until they have achieved step 6 of the salary range in their respective classification. Upon achievement of step 6, such employees will move to Salary Schedule B.

C. Salary Schedule B

All employees hired on or after July 1, 2018, shall be assigned to Salary Schedule B {Addendum B).

- Effective the first full pay period following City Council adoption of the MOU, Salary Schedule B shall consist of ten (10) salary steps (steps 1 through 10). The increase from step 1 to step 2 shall be approximately 3.5% with all subsequent steps increasing by approximately 3.5% through step 10.

ARTICLE 12. DEFERRED COMPENSATION

A. For employees hired prior to July 1, 2012, the City will contribute up to one hundred dollars ($100.00) per month in matching funds for employees who participate in a City-sponsored deferred compensation program.

B. Employees hired on or after July 1, 2012, shall not be eligible for the City's matching of funds for the City- sponsored deferred compensation program, but may individually participate in the deferred compensation program.

ARTICLE 13. OVERTIME/COMPENSATORY TIME OFF

I. Overtime Payment

A. Overtime will be paid for all employees.

B. Employees who are required to work in excess of forty {40) paid hours in a workweek shall be compensated at time and one-half of their regular rate of pay. Vacation and CTO are not considered time worked for purposes of computing overtime.

Upon mutual agreement between the supervisor and the employee, the employee may flex their time, so long as it occurs within the same work week. For purposes of this section "work week" will be defined as Saturday through Friday. For example, if an employee typically is scheduled to work Monday through Friday, and they are asked to work eight (8) hours on Saturday, they may request to flex their time to take that Monday off or another day in that workweek.

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C. Employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their regular hourly rate for all hours worked in excess of the twelve (12) continuous hours. The payment of double time for these hours will offset the City's requirement to pay for those hours at an overtime rate if an employee is compensated for more than forty (40) hours in that week. All "double time" overtime shall be paid in salary, and employees are not eligible to receive CTO for double time overtime.

D. When the City approves an employee's attendance at an off-site training workshop, the employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The employee will be in paid status for the travel time to and from the workshop that exceeds the employee's regular commute time. The double time payment after twelve (12) continuous hours worked (Section C above) does not apply to off -site training events.

II. Compensatory Time-Off

A. Employees may choose to accrue CTO hours in lieu of receiving pay for overtime hours worked.

B. In no event shall an employee accrue CTO hours in excess of ninety-six (96) hours. Once an employee has been credited with compensatory time, the employee may not receive a lump sum payment for the hours accrued unless the employee is separated from City service, or as specified in Section C below. Upon separation, the employee will be paid at his/her regular rate of pay for the remaining compensatory balance.

C. Employees are expected to request the use of accrued CTO in accordance with the procedures and timelines established by each department or division. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements. When the employee is carrying the maximum CTO hours, all overtime must be paid at time and one- half in the pay period worked. In the first pay period in December, the City shall pay the employee for up to forty (40) CTO hours earned through the previous pay period at the then current regular rate of pay. This process will be administered via a form provided by the City.

D. The department director or his/her management designee shall have the sole discretion in approving or denying the use of accrued CTO hours.

III. Overtime Assignments

A. Within each job classification, qualified regular full-time employees within each division shall be offered overtime work prior to the offering of overtime work to qualified temporary employees. If no specialized skills are required, overtime will be offered by seniority by department.

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B. Scheduled overtime shall be offered to employees within each job classification within each division or department by seniority per occurrence.

An extension of a work shift is not considered scheduled overtime. A shift extension is not subject to "B" above.

A. Employees have the option to accept or decline to work scheduled non -emergency overtime. However, if no employee accepts the scheduled overtime assignment, the City shall assign the least senior employee who is qualified and available to work the overtime assignment.

B. Unscheduled overtime may be required of any employee at any time to respond to an unforeseeable emergency or situation where proper staffing is critical in the sole opinion of the City.

ARTICLE 14. CALL-BACK PAY

When an employee is called back to work after he/she has completed an assigned shift, the employee shall receive a minimum of two (2) hours of compensation, in the form of pay or CTO at the employees' discretion, accrued at one and one-half (1.5) times the employee's regular rate of pay. Time worked for which the employee is entitled compensation shall include reasonable travel to the worksite. Call-back pay shall not apply to situations where the employee has been retained on duty by the employee's supervisor beyond the end of the employee's shift. If this occurs, the employee will be paid for all actual hours worked (at one-and one-half times if exceeding 40-hours within the work week).

Further, this section does not apply if an employee is called either at home or on his/her cellular phone, but is not required to come to work. If this occurs, the employee will be paid for all actual hours worked but not less than one quarter (1/4) hour at one and one-half (1.5) times the employee’s regular rate of pay, except that which would be considered de minimis or insignificant as described by the FLSA such as single/independent call or text resulting in only a brief period of time in duration and not proceeded or repeated with other work related calls.

ARTICLE 15. OUT-OF-CLASS PAY

I. When it is required by the department director or designee that an employee perform a majority of the essential duties of a position in a higher classification, payment for such out-of-classification work shall be five percent (5%) above the regular base pay of the employee for all hours worked in the higher classification. Such pay shall be a minimum of the "1" step of the higher classification, and no more than the maximum of the highest step of the higher classification.

II. Eligibility for out-of-class pay will be subject to the following conditions:

A. The employee must meet the minimum qualifications of the higher classification.

B. The assignment to work in the higher classification must be made by the department director or designee in writing.

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C. Employees who are assigned to the higher class must be required to perform a substantial number of the essential tasks of the higher-level position.

D. An employee will be eligible for out-of-class pay when assigned to perform the duties of a higher classification for at least five (5) consecutive work days. When an assignment meets these eligibility conditions, the employee shall be paid retroactive to the first date of the assignment and shall continue for the remainder of the assignment.

E. Out-of-class hours must be noted on the timesheet.

III. Assignment to out-of-class positions shall be limited to nine hundred sixty (960) hours in a fiscal year.

ARTICLE 16. STANDBY PAY

Any employee who is required to remain on standby outside of a regularly scheduled work shift shall receive three dollars ($3.00) standby pay for each hour assigned to standby. Compensated standby hours shall not be included in hours worked for overtime pay calculations. When applicable, employees shall be offered rotational standby duty on a voluntary, day-to-day, as needed basis. The City reserves the right to assign employee(s) on a rotational basis to the standby program, if the number of qualified volunteer employees is insufficient. Employees who are called in to work while on standby, shall be compensated in accordance with the provisions of Article 14, Call-Back Pay.

ARTICLE 17. SHIFT DIFFERENTIAL PAY

Eligibility

An employee shall receive a shift differential of six percent (6%) of base pay for all hours worked when one-half (1/2) or more of the regularly scheduled work hours fall between the hours of 6 p.m. and 6 a.m. The shift differential will not apply to employees whose regular shifts are day shifts and who are receiving overtime compensation for working additional hours which may fall outside of the day shift. Actual hours worked must be noted on time sheet (i.e., 2 p.m.-10 p.m.).

ARTICLE 18. EDUCATION INCENTIVE PAY

I. All employees shall be eligible for education incentive pay as follows:

A.

Associate's Degree:	$75.00/Mo.
Bachelor's Degree:	$125.00/Mo.
Master's Degree:	$150.00/Mo.

This incentive is non-cumulative, and is paid at the highest rate for which an employee is qualified.

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B. Education Incentive pay shall not be applicable to employees in those classifications that require an Associate's or Bachelor's degree as a minimum qualification to work in the class.

Effective Dates

A. Payment of education incentive will begin effective the first day of the pay period following when the employee provides the Human Resources Division with the appropriate documentation, which would include a copy of the transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Division of his/her eligibility for education incentive and to provide the appropriate documentation.

B. Employees hired on or after July 1, 2012, shall not be eligible for the Education Incentive Pay pursuant to this Article.

ARTICLE 20. EFFECTIVE DATES

The City shall implement all salary changes at the beginning of the pay period that includes the effective date of the change.

ARTICLE 21. SALARY DETERMINATION: PROMOTION/DEMOTIONS

I. Promotions

Upon promotion, the City shall place an employee at the step that provides a ten percent (10%) minimum base wage increase, unless that increase exceeds the maximum of the salary range for the new position. In that case, the City will place the employee at the top step of the new salary range. Promotional salary determinations are excluded from the Advanced Salary Step Placement Administrative Policy. Promotions shall become effective at the beginning of a pay period.

II. Demotions

Demotions may only occur on a voluntary or disciplinary basis. In the event an employee voluntarily demotes for non-disciplinary reasons to a classification with a lower salary range, the employee shall be placed at the step in the salary range closest to but not above his/her previous hourly rate. Demotions shall become effective at the beginning of a pay period

SECTION III - BENEFITS AND REIMBURSEMENTS

ARTICLE 22. HEALTH, DENTAL, VISION, LONG-TERM DISABILITY, LIFE, AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

I. Availability and Eligibility

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The City agrees to provide insurance benefits covering health, dental, vision, long-term disability, life, and accidental death and dismemberment (AD&D) for those employees who are qualified in accordance with plan specifications. Dependent coverage will be available on the health, dental, and vision plans.

II. Selection of Carriers

The employee shall choose their health insurance plan from those plans made available in this geographic area through the Health Benefits Division of the California Public Employees Retirement System (CalPERS). The dental, vision, long-term disability, life, and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to Union members are substantially the same or better.

III. Employee Benefit Package

A. The employee benefit package will include:

Selected Health Plan
Family Dental Plan (with PPO and PPO Enhanced option)
Family Vision Plan (the City will include up to $250.00 for frames every 24 months)
$50,000 Life Insurance and AD&D
Long-Term Disability Insurance (90-day waiting period)

IV. Premiums

A. Health Insurance

The City will make a direct monthly contribution towards the premium cost for the medical insurance plan and coverage level selected by each participating employee to a maximum of $1,200 per month. Employees will pay the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution.

B. Dental, Vision, Long-Term Disability, Life, and AD&D Insurance

The City shall pay the full cost of coverage for a family dental plan-PPO, a family vision plan, long- term disability insurance, and $50,000 life and AD&D insurance.

Employees who select the Dental Plan - PPO Enhanced option ($1,500 Calendar Year Maximum) shall pay the difference in any monthly premium cost for dental coverage that exceeds the City's direct contribution, which will be paid via payroll deductions over twenty-four (24) benefit pay periods.

V. Payroll Deduction

A. The employee will pay the amount their benefit package cost exceeds the City's contribution by authorizing biweekly payroll deductions.

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B. The Union may request payroll deduction for the premiums for up to two (2) additional Union- sponsored benefit programs to be paid one hundred percent (100%) by the employee when ten (10) or more employees choose to enroll in the plan.

The City will no longer allow the payroll deduction if the enrollment in the program drops to five (5) employees or less.

VI. Health Coverage Reduction Incentive

A. Each employee is eligible for full family coverage for health insurance. Full-time employees who choose to decline the City's health coverage are eligible to participate in the cost savings with the City. Part-time employees are not eligible to participate in the costs savings program with the City.

B. Employees who participate in the program must continue to maintain their coverage in the City' s dental, vision, life, AD&D, and long-term disability plans. Participation in these plans is required for all employees ("Required Coverage - Employee Only").

C. Employees who choose to decline the City's health coverage must provide certification of other coverage. This certification must be filed with the Human Resources Division.

D. Participants in the program will receive their share of the cost savings as taxable income.

E. Participants in the program will receive benefits as follows:

Family Coverage for dental & vision – no health	$225/month
Required Coverage – Employee only	$250/month

ARTICLE 23. STATE DISABILITY INSURANCE BENEFITS

All employees shall be eligible for State Disability Insurance (SDI) benefits as provided for in the SDI program. The City shall contribute the full premium for this program.

ARTICLE 24. FLEXIBLE SPENDING PLAN

I. The City will continue to make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to the maximum amount allowed under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. If the maximum amount changes under IRS Section 125 then the City will abide by that new amount. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. If the maximum amount changes, then the City will abide by that new amount. Employees may choose to

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enroll in this plan annually during the open enrollment period for the coming calendar year. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions.

II. The City reserves the right to change carriers at any time, provided that plan benefits to Union members are substantially the same or better.

III. Effective January 1, 2024, the City shall provide full time employees three hundred dollars ($300) per month (“Flex Dollars”) on behalf of each employee eligible to participate in the City’s 125 cafeteria plan. and the "pre-tax advantage" provisions related to an employee's Medical. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical, Flexible Spending Account, or other defined supplemental insurance contributions offered by the City under the Section 125 plan provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Cafeteria plan payments are not eligible for cash payments.

Effective January 1, 1025, the City shall increase its flexible benefit contribution to three hundred fifty dollars ($350) per month

Effective January 1, 2026, the City shall increase its flexible benefit contribution to four hundred dollars ($400) per month.

IV. For part-time employees, the City shall provide one hundred and fifty ($150) per month (“Flex Dollars”) on behalf of each employee eligible to participate in the City’s cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical or dental premiums, offered by the City under the Section 125 plan provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Cafeteria plan payments are not eligible for cash payments.

ARTICLE 25. RETIREMENT BENEFITS

I. Classic Employees Retirement Plan

A. Classic Employees - Retirement Plan

The City agrees to maintain membership and to continue to contract with the State of California Public Employees Retirement System (CalPERS) plan for the 2%@ 55 plan with additional contract provisions as found in the California Government Code pertaining to CalPERS (Title 2, Division 5) as follows:

Section 20042, One Year Final Compensation
Section 20965, Credit for Unused Sick Leave
Section 21574, 1959 Survivors Benefit, Fourth Option

B. Classic Employees - Retirement Member Contribution

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1. Effective 7/1/15 the employee shall contribute the full seven percent (7%) of his/ her salary towards the individual employee's retirement contribution.

2. Effective July 1, 2017 the employee shall contribute one percent (1%) of his/her salary towards the employer's retirement contribution (for a total of 8% of the employee's salary).

II. PEPRA Employees Retirement Plan

A. For PEPRA employees, the City agrees to maintain membership and continue contracting with CalPERS for the 2% @ 62 plan for PEPRA employees as required by law along with additional contract provisions as follows:

Section 20037, Average of three (3) highest years of service compensation as required by law
Section 20965, Credit for Unused Sick Leave
Section 21574, 1959 Survivors Benefit, Fourth Option

B. PEPRA employees will make employee contributions as required by state law, and in addition will contribute the following amounts:

Effective July 1, 2017 the employee shall contribute one percent (1%) of his/her salary towards the employer's retirement contribution.

ARTICLE 26. RETIREE HEALTH BENEFITS

All City of Rocklin employees who meet the eligibility requirements for CalPERS retirement and retire within one hundred twenty (120) days of separation from the City of Rocklin, are eligible for post-retirement health benefits.

Effective the first day of the fourth month following approval of this MOU by the City of Rocklin City Council, the City will contribute a maximum of $1,200 per month towards the cost of health insurance (Article 22.IV.A.) Eligible retirees shall receive 100% of the City's contribution towards their post-retirement health benefits. The City and the Union mutually agree that the retiree health benefits described in this Article are intended to be permanent for current retirees as of June 30, 2018, and employees who retire during the term of this MOU (July 1, 2021-June 30, 2023). Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire during the term of this MOU shall exist and continue beyond the term of this MOU, and are not dependent on the existence of any subsequent or future MOU. The Union and the City, however, may agree to increase the amount of the retiree health benefit in the future.

Once a retiree becomes Medicare eligible, CalPERS requires the retiree (or survivors) and their dependents to enroll in both Medicare Part A and Part B to remain eligible for CalPERS health coverage. A Certification of Medicare Status form is required and CalPERS will change the health coverage to a Supplement to Medicare or Medicare Advantage plan.

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ARTICLE 27. UNIFORMS

I. The City will provide work uniforms and the laundering thereof for employees in the classifications listed in Paragraph III, below. Employees in those classifications will be required to wear the uniforms at all times while on duty. Supervisors may be exempted from this requirement with the approval of the appropriate department director.

II. The City will provide one winter safety jacket to employees in these classifications upon appointment. Maintenance of safety jackets will be the responsibility of the employee. The City will repair or replace each jacket once due to damage or wear on the job. An employee is eligible for one replacement jacket every three (3) years.

III. These classifications receive uniforms and jacket:

Building Maintenance Worker
Building Maintenance Supervisor
Building Trades Worker
Code Enforcement Officer
Equipment Mechanic I/II
Facilities Maintenance Supervisor
Facilities Operations Superintendent
Fire Inspector I/II
Fleet Services Supervisor
Irrigation Maintenance Technician
Landscape Inspector
Landscape Services Supervisor
Landscape Services Trades Worker
Landscape Services Worker
Parks Division Supervisor
Senior Building Maintenance Worker
Senior Building Trades Worker
Senior Irrigation Maintenance Technician
Senior Street Maintenance Worker
Senior Traffic Control and Lighting Technician
Street Maintenance Supervisor
Street Maintenance Worker
Traffic Control and Lighting Technician
Traffic Maintenance Assistant
Traffic Maintenance Supervisor

These classifications receive jacket only:

Associate Civil Engineer
Building Division Supervisor
Building Inspector I/II
Construction Inspector I/II
Engineering Technician I/II
Environmental Services Specialist

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Environmental Services Technician
Fire Prevention Plans Examiner
GIS/Engineering Technician
Public Works Inspector I/II
Senior Construction Inspector

ARTICLE 28. SAFETY SHOES/SAFETY GLASSES

I. Safety Shoes

A. Each employee in the classifications listed below shall receive an annual safety shoe allowance of three hundred dollars ($300.00) paid annually in the pay period following July 15th. Upon hire, a new employee in the classifications listed below shall receive the safety shoe allowance in their first pay check.

B. Designated classifications include:

Assistant Land Surveyor
Assistant Civil Engineer
Associate Civil Engineer
Building Inspector I/II
Building Maintenance Supervisor
Building Maintenance Worker
Building Trades Worker
Code Enforcement Officer
Community Development Inspector
Construction Inspector I/II
Engineering Technician I/II
Environmental Services Specialist
Environmental Services Technician
Equipment Mechanic I/II
Facilities Operations Superintendent
Facilities Maintenance Supervisor
Fire Inspector I/II
Fire Prevention Plans Examiner
Fleet Services Supervisor
GIS/Engineering Technician
Irrigation Maintenance Technician
Landscape Services Supervisor
Landscape Services Trades Worker
Landscape Services Worker
Parks Division Supervisor
Plan Check Engineer
Public Works Inspector I/II
Senior Building Inspector
Senior Building Maintenance Worker
Senior Building Trades Worker

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Senior Equipment Mechanic
Senior Street Maintenance Worker
Senior Traffic Control and Lighting Technician
Street Maintenance Supervisor
Street Maintenance Worker
Traffic Maintenance Supervisor
Traffic Control and Lighting Technician

If a new classification not currently on the salary schedule is established that requires safety shoes then the provisions of this article shall apply.

C. Employees receiving such allowance shall be required to wear safety shoes at all times while performing their duties.

II. Safety Prescription Glasses

A. During the term of this Agreement, the City will pay any reasonable cost up to a maximum of two hundred seventy-five dollars ($275) per employee for the provision of safety prescription glasses when:

1. Such glasses are required in the work of the employee; and

2. The employee has submitted a claim for these costs to the vision insurance plan and has been notified that such costs cannot be reimbursed under the plan; and

3. The glasses are required because a newly-hired employee does not currently possess prescription safety glasses and must wear prescription lenses at all times; or because a current employee is diagnosed with a change in his/her lens prescription.

B. The City will pay only for reasonable costs which are not covered by the vision insurance plan. Should an employee receive reimbursement from both the City and the vision plan which exceed the total cost of the glasses, the employee will refund to the City any amount received in excess of the total cost of the glasses.

III. Reimbursement for Prescription Safety Glasses

A. Reimbursement of damaged safety prescription glasses will be provided as follows:

1. Reimbursement shall be authorized only when damage is caused by circumstances which arise out of employment, not from ordinary wear and tear or damage occasioned by the use of the glasses during off-duty hours.

2. An employee must file a claim with the Human Resources Division for the repair or replacement of the damaged glasses, describing how and when the damage occurred, together with either:

a. A copy of the receipt of the original purchase; or

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b. A copy of the receipt for the repair or replacement; or

c. An estimate of the repair or replacement cost on a form prepared by a vendor.

ARTICLE 29. MILEAGE REIMBURSEMENT

I. When an employee is conducting City business or is authorized to attend off-site seminars, schools, or workshops which require them to travel, they shall use a City vehicle if an appropriate vehicle is available at their worksite. When a City vehicle is not available, the employee may use his/her privately-owned vehicle and be reimbursed at the current Internal Revenue Service rate. Use of privately-owned vehicles must be authorized in advance by the department director or division manager.

II. Employees authorized to use a privately-owned vehicle shall be required to maintain their California operator's license in good standing including providing proof of insurance as set forth in the City of Rocklin Vehicle Use and Driving Standards Policy.

ARTICLE 30. MEAL REIMBURSEMENT FOR EMERGENCY RESPONSE

If an employee's normal work day is extended for emergency response duties for a period that exceeds two hours and the employee is not released from work for his/her regular meal time, the City will reimburse the employee for the cost of the meal not to exceed thirty dollars ($30.00) with a receipt, or provide a meal of equivalent value.

ARTICLE 31. CLASS A DRIVER'S LICENSE

I. Designated Classifications

A. Employees in the following classifications may be required to hold a Class A Driver's License:

Equipment Mechanic I/II
Fleet Services Supervisor
Landscape Services Supervisor
Landscape Services Trades Worker
Landscape Services Worker
Senior Street Maintenance Worker
Street Maintenance Supervisor
Street Maintenance Worker
Senior Equipment Mechanic

II. Department of Transportation Regulations

A. Employees in classifications requiring a class A driver's license will be subject to Department of Transportation regulations pertaining to safety sensitive positions as set forth in of the Code of Federal Regulations Title 49: Transportation, Part 40.

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III. Periodic Physical Examinations

A. Employees who are required to hold such a license must complete a periodic physical in accordance with Department of Motor Vehicles regulations. In order to meet this requirement, the employee may:

1. Request that the examination be completed by a City-designated physician, in which case, the City shall make the appointment for the employee. Employees will be allowed time off for the appointment during the work day without loss of pay or leave. The City will pay for the cost of the examination.

2. Request accrued sick or vacation leave in order to have the examination completed by a physician of his/her choice. Employees will use accrued sick leave or vacation for this absence from duty, or, if sufficient paid leave has not been accrued, the absence will be charged to leave without pay. The City will reimburse the employee for the cost of the examination not covered by the employee's medical plan up to a maximum equal to the City's cost for a City-designated physician.

IV. Reimbursement

A. The City will reimburse the employee for the costs for the original license. Renewals will be reimbursed, less the cost for a Class C license.

ARTICLE 32. TUITION REIMBURSEMENT

I. Eligibility and Approval

Employees shall be eligible for tuition and related expense reimbursement for completing pre-approved course work in a regionally accredited college, school or university, or for completing pre-approved adult education classes through an accredited high school. Adult education classes will be eligible for reimbursement only if directly related to the employee's job. Pre-approved, job-related extension courses or certificate programs offered through regionally accredited colleges and universities are also eligible for reimbursement. Courses, books, and supplies paid for via state, federal, or private grant are excluded from reimbursement.

To be eligible for reimbursement, the employee must submit, to the department director and to the Human Resources Division for approval, an education plan and goal. The plan shall include at least the following:

1. A statement of the employee's career and training objective for the next two-year period;

2. A narrative description of the types of training and instruction the employee desires to receive;

3. A statement demonstrating how the requested course work will benefit the City, and how such training will enhance the City's ability to complete its

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program, which will include the relevance of the plan to the employee's work assignment; and

4. A statement demonstrating how such proposed training will increase the employee's proficiency.

II. Reimbursement

A. Upon completion of the course work, the employee must submit the following items to receive reimbursement:

1. Copy of grade report evidencing completion of the course work with a grade of C or better.

2. Itemized receipts showing items claimed for reimbursemen.t

3. Items qualifying for reimbursement include:

a. Tuition (in-state only)
b. Required textbooks
c. Required supplies (based on a submitted copy of the instructor's list)
d. Parking permits
e. Other required fees

4. Items NOT qualifying for reimbursement include:

a. Medical service fee
b. Mileage
c. Items not required by the instructor

5. The maximum amount eligible for reimbursement will be seven hundred fifty ($750.00) per calendar year. With the approval of the department director and the Human Resources Division, an employee may apply the annual tuition reimbursement allowance to Certificate or Extension Programs such as those offered by UC Davis which meet the goals of the employee's education plan. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

ARTICLE 33. TOOL ALLOWANCE

I. Each employee assigned to the classification of Fleet Services Supervisor, Senior Equipment Mechanic, and Equipment Mechanic I/II (hereinafter referred to as "employee"), shall be eligible to receive a tool allowance of one thousand dollars ($1,000) payable each fiscal year upon the completion of his/her initial probationary period. When an employee completes the initial probationary period during a fiscal year, the annual amount shall be prorated accordingly, based on the number of days remaining

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in the fiscal year. The tool allowance shall be paid annually in the pay period following July 15th.

II. Each employee shall maintain a set of adequate and appropriate mechanic's hand tools in accordance with the minimum tool requirements established by the City (See Appendix A). The tools will remain the property and the responsibility of the employee.

A. An annual inventory of each mechanic's tools will be prepared by the employee, approved by the department manager and submitted to the Human Resources Division by June 1 of each year. The allowance will not be made until inventory is submitted.

B. Upon the purchase of new tools, it is the employee's responsibility to update the tool list, submit it to the department manager for approval, and forward the approved list to the Human Resources Division.

III. The City will reimburse employees for theft of their personally owned tools from City premises, subject to the following conditions:

A. A claim for reimbursement shall be submitted to the Human Resources Division.

B. All tools must be engraved with a unique and individually identifiable mark. Employees may engrave their tools on City time and may use a City-supplied engraving tool.

C. Reimbursement will be provided only in the event of theft of a mechanic's tool or tools.

D. Reimbursement will be made only if the employee has filed with the Human Resources Division in advance of the theft, an inventory describing in sufficient detail each tool for which reimbursement is claimed. The inventory must be signed by the department manager to certify its correctness.

E. A Department Incident Report, a copy of a Police report, and a copy of the sales receipt must accompany the claim for reimbursement.

F. Reimbursement will be defined as the replacement value of a comparable quality tool(s) from the same manufacturer or a comparable manufacturer as determined by the manager and employee.

IV. Catastrophic Loss

The City will reimburse employees for a loss of their personally owned tools due to a catastrophic event such as fire or flood on City property, or for the theft of their entire tool box from City property. Reimbursement will be based on the tool list inventory on file with Human Resources. Reimbursement value will be determined by the City using the criteria in Article 33 Section III (F).

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SECTION IV – LEAVES

Regular part-time employees accrue leaves equal to their full-time equivalency unless otherwise required by federal and/or state law. For example, a regular part-time employee working 50% of a full-time equivalent will accrue 50% of the leave of a regular full-time employee with the same number of years of City service.

ARTICLE 34. VACATION

I. Policy

A. Vacations shall be taken at the convenience of the City. The City may establish a schedule for each employee to ensure the City the level of staffing required to carry out its work program. However, subject to operational need, the City will make every effort to approve vacation requests.

II. Accrual and Use

A. Vacation accrual is based on an employee's regular work schedule and includes all hours in paid status, exclusive of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Current full-time employees will accrue vacation as follows:

Year	Days/year	Maximum Accrual
1	15 (0.0577 per hour)	232 hours
2	16 (0.0615 per hour)	232 hours
3	17 (0.0654per hour)	232 hours
4	18 (0.0692 per hour)	232 hours
5	20 (0.0769 per hour)	232 hours
10	23 (0.0885 per hour)	252 hours
15	25 (0.0962 per hour)	272 hours
20	27 (0.1039 per hour)	312 hours

When an employee accrues the maximum number of hours set forth above, the employee shall cease accruing vacation until such time as the employee has utilized vacation hours to bring the total hours below the maximum stated accrual. At no time may an employee have a total balance of vacation hours in excess of the maximum leave accrual. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements to reduce the accrued hours prior to December 31st of each year. Employees who reach their maximum accrual are not entitled to cash payment for any hours exceeding the maximum accrual.

B. Vacation leave must be scheduled and approved in advance and in accordance with the written procedures established for each department or division. After the first year of service, each employee must take one (1) vacation period of no less than five (5) consecutive work days during a calendar year.

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C. The department director or designee shall approve, disapprove, or modify a vacation request within five (5) days of receipt of the request.

D. An employee who is rehired into an AFSCME classification within one hundred seventy-nine (179) calendar days of separating from the City in an AFSCME classification will accrue the same amount of vacation per year as they had been accruing at the time of separation.

ARTICLE 35. HOLIDAYS

I. Holiday Observance

A. During the term of this MOU, the City will recognize the holidays listed below.

New Year's Day	January 1
Martin Luther King Day	January -Designated Monday
President's Day	February - Designated Monday
Memorial Day	May - Designated Monday
Independence Day	July 4
Labor Day	September - Designated Monday
Veteran's Day	November 11
Thanksgiving	November - Designated Thursday
Thanksgiving Friday	November – Designated Friday
Christmas Day	December 25

B. Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the succeeding Monday. An employee may not use a designated holiday as the employee's last day of employment. The employee must be in paid status at least one full day after the holiday to qualify for holiday pay.

C. If a non-date specific holiday falls on an employee's regular day off, the employee will be granted another paid day off contiguous to the employee's days off within the same pay period.

II. Payment for Holiday Work

In the event that City operations require an employee to work on an observed holiday, the employee shall be paid at double-time for all hours worked. The employee shall also receive eight (8) hours of holiday pay or, by mutual agreement, may schedule an alternative day-off in lieu of holiday pay.

ARTICLE 36. BEREAVEMENT LEAVE

I. Each employee will be eligible for up to three (3) working days (24 Hours) of bereavement leave for purposes of bereavement following the death of a relative or domestic partner. If an employee requests additional time off for bereavement, an additional two days (16 hours) shall be allowed to be charged to accrued sick leave.

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A. Relatives Covered

Spouse	Domestic Partner
Son	Daughter
Father	Mother
Brother	Sister
Father-in-law	Mother-in-law
Grandfather	Grandmother
Grandchildren	

B. Step/Foster Relationships Covered

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

C. Bereavement leave is also available following the death of any child, close relative, or domestic partner who resided with the employee at the time of death.

II. Notification to City

The employee shall notify his/her supervisor not later than the beginning of the next work day of the occurrence requiring bereavement leave and, if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per Section I. above.

ARTICLE 37. JURY DUTY

When an employee is required to serve on jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the City the amount received as juror fees, but shall retain any fees received for mileage reimbursement.

ARTICLE 38. MILITARY LEAVE

Military Leave benefits shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code, Sections 394 and 395, and per the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Any employee shall be entitled to receive full compensation for up to thirty (30) calendar days of active military duty each year. The City agrees to extend the period for continuation of pay and benefits from one month to twelve months. On the 3l51 day of active military duty, the City will start integrating with any military pay received by the employee.

For scheduled military training, a copy of the official order must be submitted to the employee's supervisor as soon as issued. For emergency military call-up, a copy of the official orders must

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be submitted to the employee's supervisor as soon as practical. Weekend drills are not covered under this section.

The link to the California Military and Veterans Code is:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=MVC&division=2.&title=&part=1.&chapter=7.&article

The link to USERRA is:

https://www.doi.gov/vets/programs/userra

ARTICLE 39. SICK LEAVE

I. Accrual and Cash Out

A. Full time employees shall accrue up to twelve (12) sick leave days per year, at the rate of 0.0462 multiplied by the actual number of hours in paid status, with the exception of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period.

B. An employee may accrue an unlimited amount of sick leave for the purpose of conversion to service credit at retirement (per Article 25).

C. Upon separation in good standing for any reason other than service or disability retirement, and after completing five (5) years of employment with the City, an employee will be paid twenty percent (20%) of his/her accrued sick leave.

II. Use of Sick Leave

Sick leave may be used in the event of one of the following circumstances:

A. Actual illness or injury of the employee;

B. The employee's exposure to a contagious disease;

C. Medical or dental appointments of employee and employee's immediate family members when such appointments cannot be arranged during off-duty hours and when the employee's presence is required;

D. Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of CFRA or FMLA. For purposes of sick leave use, as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive or foster parent, stepparent, or legal guardian; spouse or domestic partner; biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent; grandchild; or sibling.

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E. An employee may use sick leave to give blood for up to two (2) hours on four (4) occasions each calendar year. The maximum of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.

F. An employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under PERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

G. Employees who are off work for three (3) or more consecutive days due to a non-work-related illness or injury shall, if requested, supply a medical release to the Human Resources Division signed by a physician stating that the employee may return to full or modified duty. If returned to modified duty, the release must be specific as to the nature of the restrictions and the length of time, if known, that the restrictions are to remain in place. Return to work may be delayed until such time as the City determines that the physician- imposed restrictions allows return to the employee ' s regular position with or without reasonable accommodations or placement on a Modified/ Alternative Duty Program.

III. Coordination of Sick Leave and Disability Benefits

A. Sick leave benefits and benefits received by an employee under the SDI Law for non-work -related illness or injury shall be integrated as follows:

1. An employee who sustains a non-work-related injury or illness and who receives SDI benefits shall:

a. If he/she has accumulated sick leave, be treated as on sick leave; and

b. Receive full salary, which shall be a combination of compensation from the City and SDI.

c. While the employee is integrating SDI, the amount of the SDI payment(s) received shall be credited to the employee. The remainder of the employee' s base salary will be paid first through sick leave, then through other leave balances. Employee's must notify the Human Resources Division of their intent to integrate and must provide proof of payment from the Employment Development Department to the Human Resources Division in a timely manner.

d. When all available leave hours, beginning with sick leave are exhausted he/she shall only receive SDI to the extent permitted by law.

IV. Coordination of Sick Leave and Workers' Compensation Benefits

An employee injured on duty who is receiving Workers' Compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in Section Ill above.

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V. Coordination of Accrued Vacation and Compensatory Time Off With Disability, and Workers' Compensation Benefits

A. An employee who is on leave due to either a work-related or non-work-related injury or illness and whose sick leave is exhausted will continue to receive full salary, which shall be a combination of accrued vacation and/or CTO and SDI or Workers' Compensation benefits.

B. When accrued leaves are exhausted, an employee shall be placed on leave without pay in accordance with Article 41 of this agreement.

ARTICLE 40. MATERNITY LEAVE

I. Length of Leave Allowed

The City will provide up to four (4) months unpaid leave to female employees for pregnancy-related disability, in accordance with Government Code Section 12945{b)(2). Leave for pregnancy-related disability will run concurrently with FMLA.

II. Use of Leave

The employee may elect to use any accrued unused leave time to cover the period of her disability leave, which would otherwise be unpaid. During the period of her disability, an employee's paid leave will be integrated with any SDI benefits she may receive. Any accrued vacation leave, or other accrued time off may be used at the option of the employee before an employee's unpaid leave begins, except as provided below.

A. During the period of her disability, an employee's paid leave will be integrated with any SDI benefits she may receive.

B. An employee may retain up to forty (40) hours of accrued vacation leave for use upon her return from maternity leave.

1. The retained vacation leave may be used for purposes of sick leave and medical appointments for the employee and her dependents for a period of six (6) months after her return from maternity leave.

2. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.

III. Extension of Leave

A. An employee may request to use family leave to extend her maternity leave as follows:

1. Upon recovery from her pregnancy-related disability, an employee may request up to twelve (12) weeks bonding leave per the California Family Rights Act (CFRA) in accordance with California Government Code Section 12945.2.

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Bonding Leave must be taken in increments of two (2) weeks or more, however on two (2) occasions the employee may take such leave in smaller increments.

2. An employee who has not recovered from the pregnancy-related disability upon expiration of the four (4) months to which she is entitled under Government Code Section 12945 (b) (2) may request up to twelve (12) weeks family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.

B. An employee who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and Medical Leave, may request an extension of her leave of absence for an additional ninety (90) days under the terms and condition of Article 41, Leave of Absence Without Pay. The City may grant the extension, if conditions warrant such an extension.

C. Except where specifically stated in this policy, Maternity leave will be governed by the terms and conditions of Article 41, Leave of Absence Without Pay.

ARTICLE 41. LEAVE OF ABSENCE WITHOUT PAY

I. Leave of absence without pay may be granted to any employee with the approval of the department director or his/her designee for: (1) illness beyond that covered by sick leave; or (2) other personal reasons which do not impair the effectiveness of the City.

A. To be eligible for a leave of absence for personal reasons, an employee must have received a satisfactory performance appraisal and no formal disciplinary actions in the 12 months prior to the request.

B. Terms and conditions of the leave shall be specified in writing.

II. Duration

Leave of absence may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence up to an additional ninety (90) days. The City Manager will consider the employee's circumstances and balance those needs against the impacts to the City created by the employee's continued absence.

III. Revocation of Leave of Absence

A leave of absence may be revoked by the department director upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

IV. Return Upon Expiration of Leave of Absence

A. Upon the expiration of a personal leave of absence or a non-work-related injury or illness, the employee shall be returned to his/her former position.

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B. Upon a release from work-related injury or illness, the employee shall be returned to his/her former position, if available, or an equivalent position, if available. If neither the former position or an equivalent position is available, the employee will be reassigned to a vacant position for which he/she is qualified. The salary for the employee in the reassigned position will be established in accordance with Section Ill of Article 47, Reclassifications.

V. Non-Qualifying Service

A leave of absence of thirty (30) days or more shall not be counted as qualifying service for the purposes of accruing vacation, sick leave, and merit salary adjustments. An employee on leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain health, dental, vision, LTD, and life insurance policies by remitting full monthly premium payments to the City or to the individual carriers if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave.

VI. Leave Usage

All accrued vacation and CTO must be used prior to the effective date of leave of absence without pay.

SECTION V - TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 42. HOURS OF WORK

I. Workweek

Either the period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday (in the case of a traditional 5/8 schedule or an alternate 4/10 schedule); or the period beginning at 12:01 p.m. Friday and continuing until 12:00 p.m. the following Friday (in the case of an alternate 9/80 schedule).

II. Work Schedule

A. Regular full-time employees will be scheduled to work five (5) consecutive eight (8) hour days for a total of forty (40) hours per week.

B. Depending upon operational needs of the department or division to which the employee is assigned, the hours of work may be scheduled during the day shift (between 6 a.m. to 6 p.m.) or the night shift (between 6 p.m. to 6 a.m.).

C. Ordinarily, the work hours will be scheduled consecutively (8 a.m. - 5 p.m., for instance), Monday through Friday. Exceptions to the work schedule can be established by the City, and assignments to the new schedule may be mutually agreed between individual employees and the City. Once agreed upon, the employee may notify the Union.

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If mutual agreement cannot be reached between the City and individual employees concerning the exception, the City shall assign the least senior qualified and available employee in the classification to the newly scheduled workweek. The City reserves the right to establish work schedules to meet its operational needs.

D. Employees may request an Alternate Work Schedule by completing an Alternate Work Schedule Request Form. Approval of an Alternate Work Schedule shall be on a case-by-case basis and at the sole discretion of the City.

III. Work Shift or Work Schedule Change

A. In the event the City intends to make a permanent change to an employee's assigned shift or work schedule, the City will provide the employee with written notice at least thirty (30) calendar days in advance of the date of change.

B. In the event the City intends to make a temporary change of thirty (30) to sixty (60) days, the City will provide the employee with written notice at least ten (10) working days in advance of the date of change.

C. In the event the City intends to make a temporary change of less than thirty (30) days, the City will provide the employee with written notice at least five (5) working days in advance of the date of change.

D. The timeline for implementation of work shift or work schedule changes after receipt of written notice requirement can be waived if mutually agreed upon in writing by the affected employee(s) and the City.

E. Any changes to Alternate Work Schedules are at the sole discretion of the City and the timelines outlined in the Alternate Work Schedule Request Form shall be followed.

F. The City agrees that it shall not change an employee's work shift or work schedule solely for the reason of avoiding payment of overtime.

IV. Meal Breaks and Rest Periods

A. Unpaid meal breaks will be scheduled approximately mid-point during the employee's work schedule and may be either thirty (30) minutes or one hour in length, depending on the City's operational needs. Times for meal breaks will be established by the City.

B. All employees shall be allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods will not be scheduled within one (1) hour of the beginning or the end of the workday or meal break and may be accumulated into one extended break period upon mutual agreement between employee and their supervisor.

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ARTICLE 43. OFF-DUTY/OUTSIDE EMPLOYMENT

I. No employee shall accept any employment during off-duty hours either within or outside the City unless the proposed employer provides general liability and workers' compensation coverage and the employment will not create a conflict of interest nor be incompatible with the employment by the City. Incompatibility of employment is outside employment that impairs an employee's ability to perform the duties of his/her City job as required.

II. Individuals who are self-employed on off-duty hours shall be exempt from the requirement to show proof of workers compensation or general liability insurance, but will be expected to fulfill the requirement to show that the self-employment will not create a conflict of interest nor be incompatible with the employment by the City.

III. Any employee considering outside employment shall file a notice with his/her department director, who will coordinate with the Human Resources Division for a determination concerning conflict of interest, incompatibility of employment, and insurance coverage. The Human Resources Division shall render a decision within ten (10) calendar days.

IV. Failure to follow the requirements of this Article 43 may result in disciplinary action up to and including discharge.

ARTICLE 44. HOLIDAY FURLOUGHS

The City may schedule a mandatory work furlough between the Christmas and New Year's holidays each year. The establishment of such a furlough will be at the City's sole discretion.

I. Employees will be notified by July 1 of each year if and when the furlough is scheduled.

II. Supervisors will notify those employees who will either be required to work, or be assigned to be on stand-by during the furlough by November 1. Employees assigned to be on stand-by during the holiday furlough shall have the option of working during this period.

III. During the furlough period, employees may use accrued CTO, vacation or take the time off without pay. The furlough will not affect health benefits and leaves and seniority will continue to accrue.

A. Any new regular employee hired on or after pay period 20 of each year, who does not have sufficient time to accrue vacation to use during the furlough may be advanced vacation time to cover the non-holiday time during the furlough. Employees may request an advance using the prescribed form. If requesting such an advance of vacation leave, following the furlough period, the employee’s vacation will reflect a negative balance and any future vacation accruals shall be deducted until the vacation advance is fully repaid. The employee shall not take vacation leave until a positive leave balance is restored.

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ARTICLE 45. JOB POSTING AND CANDIDATE QUALIFICATIONS

I. Posting

Notice of job openings of vacant Public Service Employees Bargaining Unit positions will be emailed to all Union employees on the City's e-mail distribution list. The recruitment period will be a minimum of five (5) work days. The City may advertise externally concurrently with the internal posting. Inquiries regarding posted vacancies must be referred to the Human Resources Division. If the City reclassifies an incumbent, the posting requirement is waived.

II. Transfer Requests

In filling such vacancies, requests for lateral transfer will be given first consideration.

III. Internal Applicants

A. Employees in the Union who apply for the vacancy and meet the minimum qualifications will be invited to participate in the testing process with all other qualified candidates. Current employees will be given "extra" consideration during the testing process through the following means:

1. If the employee passes the written exam (if given), an additional five percent (5%) of the total points available will be added to the employee's total score.

2. If the employee passes the oral examination (if given), an additional five percent (5%) of the total points available will be added to the employee's total score.

3. Under no circumstances will the additional five percent (5%) be added to a failing total score.

B. An employee who fails to meet minimum standards in any portion of the selection process will be so notified in writing by the Human Resources Division.

IV. Voluntary Demotions

A. An employee who wishes to take a voluntary demotion to a vacant position may request such action in writing to the Human Resources Division. That employee will be certified as eligible to the elected class if he/she meets the minimum qualifications and the demotion is within the class series the employee currently occupies. When these criteria are met, the employee will be considered for a vacant position along with those certified as eligible on the current eligibility list.

B. If an employee wishes to take a voluntary demotion to a vacant position outside the class series he/she currently occupies, he/she must compete successfully in the application and examination process.

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C. If the employee is selected for the vacancy and has not previously served a successful probationary period in the classification, he/she will be required to successfully complete a six (6) month probationary period.

ARTICLE 46. NEW CLASSIFICATIONS/MODIFICATIONS TO EXISTING CLASSIFICATIONS

When the City establishes a new classification or modifies the job specifications for an existing classification which is assigned to the Public Service Employees Bargaining Unit, the City will meet and confer with the Union concerning the appropriate salary, the job description, or classification specification for the classification.

Once an agreement has been reached, both parties shall sign and date the final version of the class specification.

ARTICLE 47. RECLASSIFICATIONS

I. Policy

A. Reclassification is defined as a change in the class of an individual by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level on the basis of significant changes in kind, difficulty, or responsibility of the work performed in the position. In no circumstance shall reclassification be used to reduce salary levels unless significant changes in kind, difficulty, or responsibility of the work performed provide the basis for such action.

B. Reclassification actions will be governed by the provisions of this Article. All reclassification actions are subject to the approval of the City Manager.

C. When the City assigns duties to a position which causes material changes to duties and responsibilities of that position, the Human Resources Division shall recommend the allocation of the position to a more appropriate class.

1. Duties voluntarily assumed by an employee may not be cause for reclassification.

2. If the reclassification occurs because of a reorganization of a department/division, rather than the gradual accretion of assigned duties, incumbents may or may not be reclassified with their positions based on their qualifications, City needs, and the recommendation of the appropriate department/division director, in coordination with the Human Resources Division, and the approval of the City Manager.

II. Request for Reclassification

A. An employee holding a regular position may request a classification review for the purposes of reclassification twice per year, once in January and August of each year. The request shall be made in writing on the prescribed form and shall contain

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written justification identifying the factors which support the need for a reclassification review. Such request will be reviewed by the Human Resources Division and the Department Director to determine if a classification review is warranted. The City shall notify the Union when a reclassification request has been made or when a study is to be performed. The City may elect to perform a classification review of certain classes or positions, whether or not such review is requested by an employee.

B. Once the reclassification request is received on the prescribed form, the HR Division will send the incumbent(s) a Position Description Questionnaire (PDQ) for completion. A comprehensive classification analysis will not be conducted until a PDQ is completed by the incumbent, reviewed by the supervisor/manager, and returned to the Human Resources Division. The Human Resources Division will acknowledge receipt of a completed PDQ within seven (7) days of receipt and if a classification review is warranted, a schedule will be established and the employee will be notified.

The City will make every reasonable effort to complete the review within sixty (60) days of acknowledging receipt of a completed PDQ. Employees will be kept informed of the status of the review as it progresses.

III. Salary Determination

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Reclassification to Same Salary Range

If the position is reclassified to a class with the same salary range as the previous class, the salary rate and the City-wide seniority date and salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.

B. Reclassification to Higher Salary Range

If the position is reclassified to a class with a higher salary range than the previous class, then the salary rate of such employee(s) shall be set at the salary step in the higher class which provides a minimum of a five percent (5%) salary increase. If the increase would place the employee above the top of the appropriate salary range, the employee will be placed at the top of the new salary range. If a reclassification review takes longer than sixty (60) days to complete, upon approval, the employee will receive the increase in pay retroactive back to the pay period sixty (60) days after acknowledgement of a completed Job Analysis Questionnaire.

C. Reclassification to Lower Salary Range

If the position is reclassified to a class with a lower salary range than the previous class, the employee's salary shall be "Y" rated until general cost of living increases, equity adjustments, or other salary range adjustments result in the "Y" rate being incorporated into the lower salary range.

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IV. General Provisions

A. Reclassifications shall be effective on the first day of the pay period immediately following the date of the approved reclassification.

B. A reclassified employee shall not be required to serve a new probationary period and his/her City-wide seniority date shall not change. The salary anniversary date for an employee reclassified to a position in a higher salary range shall be changed to the effective date of the reclassification. When an employee is reclassified the Union agrees to waive the posting requirement. The salary anniversary date for an employee reclassified to a position in a lower salary range shall not change.

C. An employee whose salary is "Y" rated will not be eligible for cost of living or merit increases until general cost of living increases, equity adjustments or other salary range adjustments result in the "Y" rate being incorporated into the employee's salary range.

ARTICLE 48. EMPLOYEE PERSONNEL RECORDS

I. Official Personnel File

A. The City shall maintain a file that will contain all official records and documents pertinent to the employment status and history of each employee. The confidential information in personnel files will not be revealed to outside sources except as required by law, or with the written consent of the employee.

B. An employee shall be given a copy of any written materials concerning his/her performance or conduct prior to its placement into the employee's personnel file. An employee's signature on any such document or materials will not necessarily indicate the employee's agreement with the contents of the document/materials, but it will indicate that the employee has had an opportunity to review the document/materials.

C. Employees may submit a written response or rebuttal to any statement or evaluation to be placed in the personnel file. Such response or rebuttal must be received by the employee's supervisor within ten days of his/her receipt of the document/materials. The employee response shall remain a part of the employee's personnel records for the same duration as the document/materials to which it refers.

II. File Review

A. Upon proper request, an employee, the employee's immediate supervisor, the appropriate department director or division manager, or (with the written consent of the employee) his/her Union representative may inspect the employee's personnel file during the normal working hours of the Human Resources Division. Such permission shall not be unreasonably withheld.

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B. Upon request, an employee or (with an employee's written authorization) his/her union representative shall be given a copy of any written material which is part of his/her personnel record.

C. The Human Resources Division will also provide access to the file for appropriate individuals conducting business necessary for the proper administration of City affairs.

ARTICLE 49. EMPLOYEE PERFORMANCE EVALUATIONS

I. The City shall conduct employee performance evaluations on City-issued evaluation forms which may include a narrative attachment. Employees will be eligible for any appropriate annual step increase in the pay period which includes their anniversary date unless the Human Resources Division has received an employee's overall performance evaluation that is less than "meets job requirements" (or equivalent language), or the employee has reached the top step of his/her classification. No disciplinary action will be taken against an employee based on any issues raised in a performance evaluation if such issues occurred more than 365 days prior to the date the employee received the evaluation.

II. Probationary Evaluations

An employee shall receive no less than three (3) performance evaluations during the twelve (12) month initial probationary period. An employee promoted into a new classification will receive no less than two performance evaluations during his/her six (6) month probationary period. Such evaluations will be conducted at reasonable intervals. Probationary periods may be extended in accordance with Article 6 of this Agreement.

III. Employee Rights

A. Any employee has the right to file a written statement and/or a rebuttal to be attached to his/her performance appraisal and placed in the personnel file. Such statements must be filed with the reviewer within five (5) working days of receiving the evaluation.

B. An employee who disagrees with a less than satisfactory overall performance rating may, within ten (10) working days of receiving the evaluation:

1. Informally appeal the evaluation to the supervisor of the reviewer.

2. If the employee is not satisfied with the response of the supervisor of the reviewer they may appeal the evaluation to the department director.

3. Once the appeal to the department director has been filed and a decision rendered, no further appeal is available to the employee.

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ARTICLE 50. PAYROLL ERRORS

I. Policy

A. When an error has been made in an employee's compensation, including base salary, overtime, leave usage/accruals, premium pay, or payroll deductions, the City shall make the appropriate adjustments to correct the error. Employees shall be notified of the adjustments in writing.

B. For purposes of this section, "overpayment" means any amount of compensation as defined above that has been overpaid or over credited to an employee regardless of the reason, including but not limited to administrative, clerical, or system errors. Similarly, "underpayment" means any amount of compensation as defined above that has been underpaid or under credited to an employee, regardless of the reason, including but not limited to administrative, clerical, or system errors.

II. Overpayment

In the case of overpayment, the employee's compensation shall be adjusted as soon as possible to the correct amount and reimbursement of the overpayment shall be mutually agreed upon between the City and the employee. The employee shall not be responsible for an overpayment error which goes beyond two (2) years prior to the discovery of the overpayment.

III. Underpayment

In the case of an underpayment, the employee's compensation shall be adjusted to the corrected amount, and the City shall reimburse the employee as soon as possible. The City will not be responsible for an underpayment error which goes beyond two (2) years prior to the discovery of the underpayment.

ARTICLE 51. GRIEVANCE PROCEDURE

I. Purpose

The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the processing, hearing and decision on a grievance.

The purposes of these procedures are to (1) resolve grievances informally at the lowest possible level; (2) provide an orderly procedure for reviewing and resolving grievances promptly; and (3) determine and correct, if possible, the cause of grievances.

II. Procedure

Step 1. Within ten (10) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss the grievance with his/her immediate supervisor. A supervisor shall have five (5) days to give a response to the employee.

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Step 2. If a grievant is not satisfied with the response proposed at Step 1, he/she may within ten (10) days of the receipt of such response file a formal written grievance to the next level of supervision in the department which contains a statement describing the grievance, the section of the Agreement allegedly violated, and the remedy requested. The grievance shall be signed and dated by the grievant(s). The supervisor shall, within five (5) days thereafter give a written response to the grievant.

Upon completion of Step 2, an employee whose immediate supervisor is a department director will be deemed to have completed Step 3 and be eligible to proceed to Step 4.

Step 3. If the grievant is not satisfied with the written response from the supervisor, the grievant may within ten (10) days from the receipt of such response file a written appeal to the department director. Within ten (10) days of receipt of the written appeal, the department director shall complete an investigation of the grievance, which shall include a meeting with the concerned parties, and give a written response to the grievant within ten {10) days.

Step 4. If the grievant is not satisfied with the written response from the department director at Step 3, the grievant may, within five (5) days from the receipt of such response file a written appeal to the City Manager. Within ten (10) days of receipt of the written appeal, the City Manager, shall schedule a meeting with the concerned parties, and give a written response to the grievant within ten (10) days following conclusion of the meeting.

Step 5. Advisory Arbitration.

If the grievance is not resolved at Step 4, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with the Human Resources Division within five (5) days of the receipt of the Department Director's written response. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this section, the parties shall be considered as the City of Rocklin and the Union, or if a grievant is representing himself or herself, the City of Rocklin and the grievant.

The arbitrator shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or

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corrections suggested. The arbitrator's decision shall be sealed and filed with the City Manager and appealing party.

If both the City Manager and appealing party accept the advisory decision, then the matter is concluded. However, if either party or both parties should disagree with the arbitrator's decision, it/they may appeal said decision to the City Council. The City Council may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Council will provide a copy of the arbitrator's decision to the appealing party with the City Council's decision within thirty (30) days of receipt of the arbitrator's decision.

III. General Provisions

A. A grievant may withdraw a grievance at any step or at any time in the process by making notification in writing to the Human Resources Division. This notice must be received by the Human Resources Division within ten (10) days of the employee's receipt of the most recent decision.

B. If a grievant fails to carry his/her grievance forward to the next step within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed unless the grievant has notified the City that he/she is withdrawing the grievance in accordance with Section III.A. above.

C. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may proceed to the next higher step.

D. The grievant may be represented by a person of his/her choice at any time during steps 2 through 5 of this procedure. The grievant concerned shall be personally present at all stages of the grievance.

E. Designated Union stewards or representatives shall be allowed reasonable time to investigate any allegations of violations of this agreement.

F. Time limits and formal steps may be waived by mutual written consent of the parties.

G. Notice is deemed given by deposit in the Unites States Postal Service, postage paid, to the last known address of the addressee, or by personal delivery.

H. Proof of service shall be accomplished by certified mail or declaration of personal delivery.

I. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.

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J. All materials pertaining to employee grievances shall be confidential between the employee and his/her representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City management. Personnel records of grievance complaints and supporting documents shall be maintained in the Human Resources Division separately from the employee's personnel files.

K. All written appeals mentioned herein must contain (1) the original written grievance, (2) the supervisor's response, and (3) a statement explaining why the grievant is not satisfied with the response.

L. The City will provide the Union President with a copy of each grievance filed at its initial stage.

ARTICLE 52. DISCIPLINE

I. General Policy- Disciplinary procedures do not apply to probationary employees. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of City government. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violations of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees.

II. Grounds for Disciplinary Action- Good cause for disciplinary action exists not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform his/her duties, causes other employees not to be able to perform their duties, or involves any improper use of the employee's position for personal advantage or the advantage of others. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:

- Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the City;
- Furnishing knowingly false information in the course of the employee's duties and responsibilities;
- Inefficiency, incompetence, carelessness, or negligence in the performance of duties;
- Violation of safety rules;
- Violation of any of the Personnel Rules, department rules and regulations, City policies, ordinances or resolutions;
- Inattention to duty;
- Tardiness or overstaying lunch periods;

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- Being under the influence of an intoxicating beverage or non-prescription drug or prescription drugs not authorized by the employee's physician, while on duty or on City property;
- Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor;
- Unauthorized soliciting on City property;
- Unauthorized absence without leave; failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked, or cancelled, or any unauthorized absence from work;
- Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state, or local law which negatively impacts the employee' s ability to perform his/her job or brings discredit to the City. (For purposes of this section, a misdemeanor conviction does not include a conviction based on a plea of nolo contrendere);
- Discourteous or offensive treatment of the public or other employees;
- Falsifying any City document or record;
- Misuse of City property; improper or unauthorized use of City equipment or supplies; damage to or negligence in the care and handling of City property;
- Fighting, assault, and/or battery;
- Working overtime without authorization;
- Theft or sabotage of City property;
- Sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel;
- Accepting bribes or kickbacks;
- Gambling on the job;
- Engaging in outside employment which conflicts with an employee's responsibilities;
- Intimidation or interference with the rights of any employee;
- Outside work or any other activity or conduct which creates a conflict of interest with City work, which causes discredit to the City, negatively impacts the effective performance of City functions or is not compatible with good public service or interests of the City service;
- Abusive or intemperate language toward or in the presence of others in the work place;

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- Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates;
- Any other conduct of equal gravity to the reasons enumerated above as determined by the City.

III. Types of Discipline- Any authorized supervisory employee may propose disciplinary action for cause against an employee under his/her supervision in accordance with the procedures outlined in this Article. In general, the City shall adhere to the principles of progressive discipline.

IV. Counseling is not considered discipline. The two types of counseling are defined below:

A. Verbal Counseling: An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action is not appealable.

B. Documented Counseling: To communicate to the employee in writing that a repeat action may result in discipline. A copy of this counseling is given to the employee and one copy is filed in the supervisor's working file until the employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed. This action is not appealable.

V. Formal Disciplinary Actions

A. Written Reprimand: A written communication to the employee that an offense has been committed. The employee's immediate supervisor shall inform the department director of the disciplinary matter prior to the issuance of the written reprimand. A copy of the reprimand is given to the employee and one copy is filed in the employee's personnel file. Further steps in the disciplinary process will not be taken without the approval of the department director. The employee can request to discuss the reprimand with the department director or his/her designee within five (5) days from receiving the reprimand. The department director or his/her designee may uphold or modify the reprimand. This action is not appealable.

If the employee receives a letter of reprimand and no subsequent disciplinary action has been taken by the City during the following three (3) years, the employee may request removal of that letter of reprimand from the personnel file. Such request for removal shall not be unreasonably denied.

B. Short-Term Suspension: A suspension without pay for three (3) days or less may be proposed by the department director or his/her designee, with notification to the Human Resources Division. The employee may respond to the charges at the time the suspension is proposed.

Short-term suspensions may be appealed as designated below.

Step 1: The disciplined employee may within five (5) days from receipt of the proposed notice of discipline file a written appeal to the Human Resources Manager. Within ten

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(10) days of receipt of the written appeal, the Human Resources Manager or his/her designee shall convene a meeting with the concerned parties. Within ten (10) days following the meeting, the employee will receive a final order upholding, modifying, or revoking the proposed discipline.

Step 2: If the employee is not satisfied with the Step 1 response, the employee may submit the dispute to advisory arbitration following the procedure in Section VIII of this Article.

C. Long-Term Suspension, Reduction-in Pay, Demotion, and Dismissal: Subject to the pre-disciplinary procedures hereinafter specified, the department director or his/her designee in consultation with the Human Resources Manager may:

1. Impose a suspension without pay for four (4) working days or more upon an employee. Such suspension shall, however, not exceed a period of thirty (30) working days except if the suspension is imposed because of an employee's trial by a court of law, the suspension may extend to such a time that the court has rendered its decision.

2. Place an employee at a lower salary step in the employee's current range.

3. Demote an employee to a position in a lower class with an appropriate reduction in pay.

4. Dismiss an employee from City service.

VI. Although one or more of these steps may be taken, no formal order or system is necessary. The City reserves the right to deviate from this process when it feels that circumstances warrant such a deviation. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to dismissal.

VII. Pre-disciplinary Procedures (Skelly Process)

A. Prior to imposing a suspension of four days or more, a reduction -in-pay, demotion, or dismissal, the City shall first provide the employee with a written notice of reasons for the proposed action. The notice shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested, and shall notify the employee of his/ her right to request a pre-action response meeting to determine if there is cause for the proposed personnel action. A request for a meeting must be made to the Human Resources Manager on or before seven (7) days after the notice of intended action is delivered to the employee.

B. Upon receipt of the employee's request, the Human Resources Division shall notify the employee of the time and place for the response meeting to be held. Such meeting will be held within ten (10) days after receipt of the request therefore. The employee shall be entitled to be present at the meeting together with a designated representative. Pre-action response meetings are to be conducted by the appropriate

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City official informally, and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. The final decision on discipline shall be rendered within ten (10) days after conclusion of the meeting, and shall be final unless timely appealed by the employee.

C. The appropriate City official is the City official authorized to impose the discipline unless that official was involved in the underlying cause of the discipline in such a manner as to impair the official's impartiality. In such cases, the City Manager shall designate another City official to conduct the meeting.

VIII. Appeal Process for Long-Term Suspension, Reduction-in-Pay. Demotion. or Dismissal

A. An employee subject to a long-term suspension, reduction-in pay, demotion, or dismissal after the pre-disciplinary meeting may appeal such action by filing a Notice of Request for Advisory Arbitration with the Human Resources Manager. The appeal shall contain a full discussion of the reasons which the employee is asserting as justification of the appeal. The request must be received by the Human Resources Manager within ten (10) days after the employee received the written statement of disciplinary action.

B. Within thirty (30) days of filing the Notice of Request for Advisory Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator scheduled.

C. The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this section, the parties shall be considered as the City of Rocklin and the Union, or if a grievant is representing himself or herself, the City of Rocklin and the grievant.

D. The arbitrator shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The arbitrator's decision shall be sealed and filed with the City Manager and appealing part y. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator's decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the arbitrator's decision.

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ARTICLE 53. LAYOFF/REDUCTION IN FORCE

I. The City may undertake a reduction in force for any or all of the following reasons: lack of work, lack of funds, a material change in duties or organization, in the interests of economy, or for any other good cause.

The need to reduce the City's work force, or to alter or change its staff organization plan, or to discontinue any program or programs is within the sole and exclusive discretion of the City. The City Manager shall consider implementation of alternate cost saving measures prior to implementing a layoff. If it becomes necessary to reduce the City's staff, the City Manager shall analyze the status of the City's funding resources and the remaining work which must be accomplished. The City Manager shall define the work to be performed and the organizational structure necessary to accomplish the City's work program. The City Manager shall identify employees for layoff utilizing the system as described below:

II. Order of Layoff:

Employees within the same classification shall be laid off as follows:

A. All temporary employees shall be laid off in an order determined by the City Manager before any probationary employees.

B. All part-time probationary employees shall be laid off in an order determined by the City Manager, before any full-time probationary employees.

C. All probationary employees shall be laid off in an order determined by the City Manager before any regular employees.

D. All part-time regular employees shall be laid off in an order determined by the City Manager before any full-time regular employee.

E. When it becomes necessary to reduce the force in any department by layoff of regular full-time employees, seniority shall be the determining factor.

III. Seniority:

A. Seniority will be determined by the length of continuous service in the affected classification. Approved leaves taken in accordance with FMLA/CFRA regulations and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service. Seniority shall not include any time an employee was not working due to disciplinary reasons (i.e. suspension), or not actually in City employment due to his/her voluntary or involuntary termination, retirement, or layoff which exceeds twelve (12) months. Seniority shall be adjusted for approved leaves of absences of more than thirty (30) days commensurate with the length of the leave(s) of absence.

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B. If due to a previous layoff/reduction in force an employee was displaced (bumped) from a higher-level class, length of continuous service for the purpose of calculating seniority shall include the total of the following:

- Time served in the classification with the identical title, or the same classification which has been re-tit led.
- All time served in the affected classification from bumping date forward.

IV. Bumping Rights:

A. Employees notified of a pending layoff shall have bumping rights to a lower class which they previously occupied, and for which they meet the minimum qualifications. If an employee should elect to exercise his/her bumping rights as provided herein then such employee shall be compared against all employees within the said lower classification in accordance with the foregoing methodology. In order to exercise their bumping rights, an employee must submit their request to bump in writing to the Human Resources Division within five (5) working days of receipt of the layoff notice.

B. Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the class from which the employee was laid off. The salary anniversary date of the employee shall not change.

C. Employees bumping to a lower class shall serve a probationary period unless they have previously successfully completed a probationary period in that classification.

V. Notice of Layoff:

Regular employees shall be notified of layoff at least thirty (30) calendar days in advance of the effective date of the layoff. The notice shall either be handed to the employee or delivered by certified mail to the latest address the employee provided to the City. Proof of service shall be accomplished by certified mail or declaration of personal delivery. AFSCME representative must be notified of layoffs.

VI. Re-employment:

A. In the event of a layoff, the City shall maintain a re-employment list for each class impacted by layoff for a period of twenty-four (24) months. Re-employment shall be per class based on total City seniority. No new hires in any class where layoffs occurred will be made until the re-employment list is exhausted.

B. Laid off employees, who are offered and refuse re-employment; who do not respond to a notice of re- employment; or who do not report for work within fourteen (14) calendar days of notice of re- employment shall be removed from the re-employment list and shall be deemed to have waived all rights to re-employment. Notice of re-employment shall be served on the employee by certified mail at the latest address listed in City personnel records. It's the employee's responsibility to

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inform the Human Resources Division of any address changes they have after layoff. The notice shall be deemed served four (4) calendar days following the date it was mailed.

C. Upon re-employment from layoff, prior service will be counted for purposes of accruing sick leave, vacation and seniority for determining probationary status and merit salary increases. Unused sick leave shall be reinstated upon the re-employment of the employee.

SECTION VI - UNION RIGHTS

ARTICLE 54. DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP

I. Dues Deduction

A. Upon receipt of a written request and authorization from an employee for deduction of Union dues and other lawfully permitted fees, the City shall withhold such dues and fees from the salary of the employees and remit the withholdings to the Union.

B. Upon return from leaves of absence, the City shall reinstate the payroll deduction of Union dues of those employees who are on dues check-off immediately prior to taking leave.

II. Union Membership

A. Union membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is a Union member on the date this agreement is ratified by the Union membership, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the term of this MOU, as stated in Article 4.

B. Every employee who is a member of the Union shall have the right to withdraw during the period thirty (30) calendar days prior to the expiration date of this agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.

III. Compliance Procedure.

A. When a new employee is hired into the Public Service Employees Bargaining Unit, the Human Resources Division will notify the Union within thirty (30) days of their employment with information consistent with the City's prescribed AB 119 employee opt out form, which may include their name, hire date, job title, department, location/division, phone numbers, personal email address, and home address.

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B. The Union will contact the employee following notification by the City. The Union will notify the employee, in writing, of their rights and responsibilities regarding the payment of Union dues.

IV. New Employee Orientation

A Union representative will explain to new employees their rights and responsibilities with regard to Union representation at a monthly orientation meeting for new employees. The meeting will be scheduled by the Human Resources Division, and the Union president will be notified of the time and date at least ten (10) days in advance of the orientation, unless other arrangements have been made with the Union. Release time for this meeting will not exceed 30 minutes plus travel time, if necessary.

V. Public Service Employees Bargaining Unit List:

A. Monthly, the City will send the Union an employee list containing employee's information consistent with the City' s prescribed AB 119 employee opt out form, which may include their name, hire date, job title, department, location/division, phone numbers, City email address, personal email address, and home address.

ARTICLE 55. UNION REPRESENTATION AND UNION STEWARD

The City recognizes and agrees to deal with employees who are properly identified as Union stewards and representatives in all matters relating to grievances and interpretation of this Agreement. A properly identified Union steward or representative may represent any Union employee, but the Union will take all reasonable steps to ensure that the same steward or representative represents the Union employee in all meetings concerning a particular matter.

A written list of officers of the Union, who are designated as the Union's representatives, and the Union stewards with the specific areas they represent shall be furnished to the City immediately after their designation. The Union shall notify the City promptly in writing of any changes of such Union officers or stewards.

ARTICLE 56. UNION TIME

The City shall allow a maximum of eight (8) hours per month to the Union President or his/her designee for the purpose of conducting Union business. Time spent on union business will be recorded on the employee's timesheet, and will not be counted towards overtime. The Union president or his/her designee (who is requesting the release time) shall submit a written request to the first-level supervisor in his/her department who is not part of the Union, at least twenty-four (24) hours prior to the use of said time. A copy of the approved request will be forwarded to the Human Resources Division. Hours not used in a given month may be accumulated to a total never to exceed twenty-four (24) hours.

Union time may be used for, but not limited to, attending union meetings, training, and conducting union business. It is not intended for meet and confer issues or grievances.

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ARTICLE 57. USE OF CITY FACILITIES

Upon request, the City may permit the Union to use facilities to meet with employees. Use of City meeting facilities requires reasonable advance written notice to the Human Resources Division and is subject to the availability of space. Union meetings with employees will be held outside normal work hours. Requests for use of City facilities for this purpose will not be unreasonably denied.

ARTICLE 58. COMMUNICATION WITH MEMBERSHIP

I. Email

The Union shall have the right to make reasonable use of the City of Rocklin email system to communicate with members, conduct Union business, and disseminate Union related information.

II. Inter -office Mail

The Union shall have the ability to make limited, reasonable use of the City of Rocklin inter-office mail system to communicate with members, and conduct Union business. The City shall not incur additional costs as a result of the access described above or be held liable as a result of the use of the inter -office mail system; and the Union waives any claims against the City for the acts of the City or City's failure to act in handling Union communication through the City inter-office mail system. This section is not subject to the grievance process.

ARTICLE 59. ADVANCE NOTICE

The City shall give reasonable written notice to the Union of any ordinance, rule, policy, resolution, or regulation directly relating to matters within the scope of representation and shall give the Union the opportunity to meet and confer.

ARTICLE 60. LABOR-MANAGEMENT COMMITTEE

The Parties agree to create a joint labor-management committee (LMC) to encourage open communications, promote harmonious relations, and resolve matters of mutual concern. The LMC will be governed by the following principles:

1. The Committee will meet once every three months or on a different schedule as mutually agreed by the Parties.

2. Each Party will share an agenda with the other at least five (5) work days before each meeting.

3. The City will give paid release for up to three (3) employees to attend each meeting.

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4. The Parties agree to discuss issues raised on agendas in an effort to solve problems and ensure that all concerned have accurate and complete information about labor-management subjects.

SECTION VII - MISCELLANEOUS PROVISIONS

ARTICLE 61. MODIFIED DUTY

I. This program covers Union employees being treated for an illness or injury when it is determined by the treating physician that they may be able to return to work on a temporary basis with modified duties/tasks. The modified duty assignments are intended to be temporary in nature and shall be based upon the employee's medical restrictions and the City's operational needs. Modified duty assignments are NOT to be considered permanent placements and typically will not exceed ninety (90) days.

II. Modified Duty Assignments:

1. Shall be made based on the needs of the City.

2. When it is determined by the treating physician that an employee is able to return to work, it will then be the employee's responsibility to notify the Human Resources Division. It is the responsibility of Human Resources to provide the Medical Restrictions Evaluation Form (Appendix B) to the employee and attach a copy of the employee's job specifications, which includes the physical requirements of their job. It is the employee's responsibility to have the form completed by their treating physician. The completed form is then to be returned to the Human Resources Division.

3. The goal shall be to make the assignment no later than five (5) days after the City receives a completed City provided Medical Restrictions Evaluation Form (Appendix C) from the injured worker's treating physician.

4. Assignments shall end upon:

- The date of release from all medical restrictions by the treating physician
- The injured worker's placement in a rehabilitation plan due to permanent restrictions
- The unavailability of modified duty assignments as determined by the Human Resources Manager. When determining the availability of assignments, the Human Resources Division shall give preference to employees who have sustained work related illnesses or injuries. Should there be a denial of an employee's workers' compensation claim, the employee shall be treated as an employee who has not suffered a work-related injury. If necessary, an employee who is on a modified duty assignment due to a non-work-related illness or injury shall be replaced by

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an employee who has subsequently qualified to be assigned to a modified duty assignment due to a work-related illness or injury.

5. Generally, the modified duty assignment under this program shall not exceed ninety (90) calendar days. The Human Resources Division and the department director must approve, in writing, the extension beyond ninety (90) calendar days and at thirty (30) calendar-day intervals thereafter.

6. Prior to working a modified duty assignment, the employee shall be informed, in writing, utilizing a Modified Duty, Return to Work Assignment form (Appendix C) of the conditions and restrictions of the modified duty assignment.

7. Modified duty assignments shall be allocated based on the needs of the City as determined by the Human Resources Division. An employee assigned a modified duty assignment may be subject to changes in department or/or duties: however, every effort will be made to avoid changes in shift assignment.

III. Salary and Benefits While on a Modified Duty Assignment

1. Employees shall receive their regular salaries, sick leave accrual, vacation leave accrual, and other benefits consistent with the terms of the MOU.

2. Employees shall report for their modified duty assignment when assigned.

3. Failure to report for duty as assigned may constitute insubordination and result in disciplinary action up to and including discharge.

4. Employees have the right to refuse a modified duty schedule for a non-work-related injury due to physical reasons/limitations, or to use vacation time in lieu of the offered modified duty.

IV. Medical Restrictions Evaluation Form

An employee's treating physician must complete a City provided Medical Restrictions Evaluation Form (Appendix C), and identify in writing the employee's limitations and restrictions in sufficient detail to enable the Human Resources Division to determine a suitable work assignment.

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WHEREAS, the parties hereto have entered into this Memorandum of Understanding on the _____ day of, August, 2023.

CITY OF ROCKLIN

By: DocuSigned by: _____
957072A6AD0E42A...
Jack Hughes, Lead Negotiator
Liebert, Cassidy, Whitmore

By:_____
Aly Zimmermann, City Manager

AFSCME COUNCIL 57 LOCAL 146, AFL-CIO

REPRESENTING THE CITY OF ROCKLIN PUBLIC SERVICE EMPLOYEES BARGAINING UNIT

By: DocuSigned by: _____
168AAD6A37704A1...
Ronald Slaven, AFSCME Business Agent

By: DocuSigned by: _____
9021AF91DADE4A1...
Tony Trull, Union Chapter President

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APPENDIX A

FLEET MECHANICS' MINIMUM REQUISITE TOOL LIST

Below is a list of hand tools which each Fleet Mechanic employed with the City of Rocklin will be required to possess at and during their employment. The descriptions and numbers are per the Mac Tool catalog.

MS100 – Starter Services Set	**Part Number**	**List**
Tool Description		
BallPeenHammer,16oz.	VBTC016	$22.99
CircuitTester,6-12Volt	LS28830	$99.95
Round Head Ratchet, 5", ¼" Drive (MRR5)	TR3	$87.21
Punch&ChiselSet,l0Piece	KCP10ST	$228.96
Pliers Set, 5 Piece	CPL303NG	$97.95
LongCombinationWrenchSet,12Point,7Piece SAE	WCP17LST	$349.96
Metric Combination Wrench Set,12 Piece	WCM2125T	$424.93
Spark Plug Socket, 5/8"	T222OSPA	$17.16
MetricSocket Set,6Point,12Piece	STM0213S	$200.60
Socket Set, 6Point,10Piece ¼	ST0210SP	$138.80
MetricSocketSet,6Point, 14Piece(SXM146TR)	STl0212MS	$165.41
Mighty EconomySet,6Point,19Piece(SX196BR), 3/8"DriveWhichConsistsof:	TSO4755	$945.09
Standard Socket s, 8 Each, 3/ 8" -13/ 16"	ST2213S	$234.46
Deep Sockets, 8 Each, 3/8" - 13/16"	ST2213LS	$357.17
Universal Joint	UJ0	$44.34
Ratchet 7 ½" Long, 3/8" Drive	JR72	$105.92

Tool Description		
Battery Pliers, 7 ½" Wrench Grip (BP14)	ECBK725	$18.99
Clamp Spreader & Cleaner (BP20)	ECBK706	$17.99
Battery Post Cleaner, Four in One (4 in 1) (BTB541)	ECBK541	$7.87
Standard Deadblow CompoCast Hammer, 26 oz. (CH50-0)	CTHTC2B	$39.95
Master Off-Set Gauge (FG275)	RBFG26	$12.95
Fold-Up Hex Key Set, 1.5 - 6mm (HKPM17)	EK20811	$31.56
Fold-Up Hex Key Set, .050- 3/16" (HKP915)	EK21151	$11.24
Spring Claw (FD612)	UL16	$8.51
Heavy-Duty Pry Bar W/Bent Head 12 INCH	PBH12C	$46.20
Chisel Putty Knife, 1 5/16" (PK2)	CTG702	$14.95
Pozidrive SD W/ComfortGrip, #2, ¼" x 4" (PZD24AB)	ZZCSD8S	$167.82

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FlareNutWrenchSet,5Piece(SFBSTR)	BWFMP6ST	$296.19
Extension Set,¼" Drive, 5 Piece(SMESPT)	E05ST	$115.01
Torx Tip SD W/ComfortGrip, #15 (S715A)	HR668	$33.94
Folding Tone Key Set, 7 Piece (TX7F)	EK25581	$22.95
C-Clamp ViseGrip, 11" (VGllR)	VG11R	$29.11
DeepSocket,7/8" ,6Point(XD286R)	CBPl210L	$8.95
Deep Socket, 15/16", 6 point (XD306R)	CBPl211L	$9.95
Spinflex Ratchet, 11", 3/8" Drive (XRSllFPA)	FAB15	$49 .95
Extension, 12" (X12E)	E212	$38.63
Standard Socket, 6 Point 7/8" (X286R)	CBPl210	$7.95
Standard Socket, 6 Point, 15/16" (X306R)	CBPl211	$8.95
Standard Socket, 6 Point , 1" (X326R)	CBPl212	$8.95
Extension, 611 (X6E)	E26	$31.67

Tool Description		
Universal Joint,¼" Drive (M3U)	UJ0	$44.39
MetricLongCom binationWrenchSet,12Point,7Piece (SML7PTR)	WCMB19S	$558.48
Magnetic Screwdriver Kit, 10 Piece{SPM29AK)	CSDl0S	$132.95
Socket Set, 6 Point, 15 Piece (SV156TR)	ST2213S	$234.46
Hex Drive Set, 3/8" Drive, 7 Piece (SXA7T)	CBS702SXL	$46.95
DeepMetricSocketSet,6Point,14Piece(SXDM146TR)	STl2212LLMS	$246.22
Ratchet, 10",½" Drive (VRlO)	SR72H	$167.44
Extension, 5" (V5E)	E35	$33.92
Flex Handle (X12F)	HF324H	$154.33

Tool Description		
Long Combination Wrench, 12 Point, 13/16" (CL262R)	CWP2626	$51.77
Long Combination Wrench, 12 Point, 7/8" (CL282TR)	CWP2828	$56.95
Long Combination Wrench 12 Point, 15/16" (CL302TR)	CWP3030	$66.57
Long Combination Wrench, 12 Point, 1" (CL322TR)	CWP3232	$75.83
Deep Metric Socket Set, 6 Point, 10 Piece (SMDM106TR)	STM3210LS	$336.80
Deep Socket Set, 6 Point , 8 Piece (SMD86TR)	STl327LS	$204.26

Tool Description		
Impact Adapter,½" - 3/ 8" (AP1612)	A32	$24.08
Air Ratchet, 3/8" (AR2134)	CAT6000SDG	$194.95
Impact Air Wrench,½" (AW434)	IRC9000	$364.95
Adapter,½" - 3/8" (A1612)	AP32	$26.12
Ball Peen Hammer, 32 oz. (BH32A)	VBTC432	$25.92
Flashlight W/Magnet,Two(2)DCell{FLGHM2D)	STL95033	$192.95
Inspection Mirror, 2 1/8" x 3 ½" (MK2)	CTGIM2	10.95
Telescopic Flex Power Magnet (MP5A)	ULHT3	$26 .15
Torx Drive, #25, ¼" Drive {MT25)	CB59250	$7.95

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Combination Wrench, 12 Point, 16 mm (M16CWR)	CW16MML	$55.41
Combination Wrench, 12 Point, 17 mm (M17CWR)	CW17MML	$59.93
Combination Wrench, 12 Point, 18 mm (M18CWR)	CW18MML	$61.76
Combination Wrench, 12 Point, 19 mm (M19CWR)	CW19MML	$68.90
FractionalNutDriveSet,7Piece(ND7PT)	MWE48222407	$57.03
Replaceable Tip Pliers Set (PKI00)	LS46200	$35.91
Retractable Knife (PK99)	M WE482 21502	$28.47
Phillips Screwdriver W/ Comfort Grip, 18", #1 {P3181AR)	CSD163PG	$21.95
Phillips Screwdriver W/ComfortGrip, 18", #2 (P3182AR)	CSD218PG	$21.95
MetricRatchetingBoxWrenchSet,7Piece(RBOWM7PT)	CRW8MSA	$164.95
Combination File Set W/ComfortGrip(SCbF4AK)	IP8108	$107.95
Flare Nut Wrench Set, 6 Piece (SFBM66PTR)	BWFP4ST	$170.89
Impact Driver Set, 13 Piece (SID13B)	ZZS210S	$70.89
Lady Foot BarSet,3Piece (SLF3)	PB4ST	$256.76
Utility Tool Set, 5 Piece (SS5)	CTG5UST	$39.95
Bolt Grip Set (STP100M)	CTGBE15ST	$156.95
Deep Metric Impact Socket Set, 6 Point, 11 Piece (SVDPM116TR)	STl2212LLMS	$246.22
Deep Impact Socket Set, 6 Point, 13 Piece (SVDP136TR)	STl2112LLMS	$246.22

Tool Description		
WobbleExtensionSet,3/ 8"Drive,5Piece(SXEWS PT)	TSMUP225RS	$275 .30
Metric Hex Drive Set,3/8" Drive,7Piece (SXMA7T)	STl2212LLMS	$246 .00
Metric Impact Socket Set, 6 Point, 20 Piece (SXPM206PTR)	STl2212MS	$168.80
Impact Socket Set, 3/8" Drive, 17 Piece (SXPl7PTR)	STl227LLS	$159 .55
Universal Socket Set, 6 Point, 7 Piece (SXU76T)	STl 228118.81	$337.89
Terminal Crimper/Wire Stripper (TCT60A)	CCL909	$32.95
Vice-Grip Set W/Kit Bag, 5 Piece (VG5SKB)	CPLL68	$74.95
Impact Universal Joint (VUP2BA)	UPJ3SP	$2 2.76
Flex Handle, 24" (V24F)	SRF76LH	$254.05
Extension, 1" (XlE)	E22	$14.62
Extension, 8" (X8E)	E29	$31.86

Tool Description	
Clear, Anti-Fog Goggles	Provided by the City
Hack Saw Blades	Provided by the City
Filter Wrenches	Provided by the City
Screw Extractor Set W/Box	Provided by the City
Super Tap & Hex Die Set	Provided by the City
All Torque Wrenches	Provided by the City
MICROMETER	Provided by the City

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MICROMETER	Provided by the City
MICROMETER	Provided by the City
Heavy -Duty Starter Switch W/ Test Light	Provided by the City
Wheel Lug Socket Set W/ Extension	Provided by the City
All Tools in Excess of 1 ¼" (One & One Quarter Inches)	Provided by the City

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APPENDIX B

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MEDICAL RESTRICTIONS EVALUATION

CITY OF ROCKLIN

Human Resources Department
3970 Rocklin Road, Rocklin, CA 95677
Phone: (916) 625-5056 -- FAX: (916) 625-5099

MEDICAL RESTRICTIONS EVALUATION

The City will attempt to return an employee to useful and productive employment within any medical work restrictions provided by the treating physician. ☐ First Aid only

Patient Name: _____ (Please Print) **Physician Name:** _____ (Please Print)

Date Of Injury/First Appt: _____ **Type of Injury:** _____

Physician/Facility Name & Address: _____

Physician's Phone #: _____

PHYSICIAN: Please complete the list of work restrictions below.

	How many hours per day?		How many hours per day?
1. Sit		13. Hands: Grasping –Right Hand	
		14. Hands: Grasping –Left Hand	
2. Stand		15. Typing/ Computer	
3. Walk		16. Struggle with resisting person	
4. Bend or stoop		17. Operate machinery	
5. Squat		18. Walk on uneven ground /heights	
6. Crawl		19. Lift and Carry Up to 10 lbs.	
7. Climb		11-24 lbs	
8. Run / Sprint		25-34 lbs	
9. Push / Pull		35-50 lbs	
10. Kneel		51-74 lbs	
11. Reach above left shoulder		75-100 lbs	
12. Reach above right shoulder		20. Operate Motor Vehicle	
		Operate Commercial Vehicle	

Next Appt. OR Full Discharge Date _____ (CIRCLE ONE ABOVE) Date of Return to Full Duty: _____ (must be close to appt date)

Physician Signature: _____ **Today's Date:** _____

Please call Human Resources at (916) 625-5056 if further information is needed
PLEASE FAX THIS COMPLETED REPORT TO: (916) 625-5099 Human Resources

CC Med Restrictions Any Facility 6-08

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APPENDIX C

MODIFIED DUTY RETURN TO WORK ASSIGNMENT

The City will ensure that any modified or alternative duty assignment does not exceed the employee's current medical restrictions. It is the employee's responsibility to work within the restrictions provided by the treating physician and to report any medical difficulty to both his/her supervisor, Risk Management, and the physician.

EMPLOYEE: _____

Usual and Customary Classification: _____

Supervisor: _____ Phone: _____

Modified/alternative duty assignment: _____

This assignment shall be in effect from _____ to _____ and shall not exceed 60 days unless extended in writing. This assignment is mutually agreed upon and may be modified as deemed necessary.

The modified/alternative duty assignment shall initially consist of the following:

_____

_____

_____

RESTRICTIONS:

_____

_____

_____

This modified/alternative duty form will remain confidential. By signing this Return to Work Assignment form, all parties agree to abide by its terms.

Employee: _____ Date: _____

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Department Director: _____ Date: _____

Human Resources Manager: _____ Date: _____

Attached is a copy of medical restriction/s dated: _____

City of Rocklin
Public Service Employees Salary Schedule B
Effective September 23, 2023

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Office Assistant I	5	37,430	38,740	40,096	41,499	42,951	44,455	46,011	47,621	49,288	51,013
Office Assistant II	11	43,407	44,926	46,499	48,126	49,810	51,554	53,358	55,226	57,159	59,159
Code Enforcement Technician	14	46,744	48,380	50,074	51,826	53,640	55,518	57,461	59,472	61,554	63,708
Senior Office Assistant Street Maintenance Worker I	15	47,914	49,591	51,327	53,123	54,983	56,907	58,899	60,960	63,094	65,302
Landscape Services Worker Street Maintenance Worker II	17	50,339	52,101	53,924	55,811	57,765	59,787	61,879	64,045	66,286	68,606
Equipment Mechanic I Planning/Building Technician I Traffic Maintenance Assistant	19	52,888	54,739	56,655	58,638	60,690	62,815	65,013	67,288	69,644	72,081
Building Maintenance Worker Irrigation Maintenance Technician	20	54,210	56,108	58,071	60,104	62,208	64,385	66,638	68,971	71,385	73,883
Accounting Technician I Senior Street Maintenance Worker	21	55,566	57,510	59,523	61,607	63,763	65,995	68,304	70,695	73,169	75,730
Landscape Services Trades Worker Public Services Technician Senior Building Maintenance Worker	22	56,955	58,948	61,011	63,147	65,357	67,644	70,012	72,462	74,999	77,623
Administrative Assistant Engineering Technician I Planning/Building Technician II Recreation Coordinator	23	58,379	60,422	62,537	64,725	66,991	69,335	71,762	74,274	76,873	79,564
Equipment Mechanic II	24	59,838	61,932	64,100	66,344	68,666	71,069	73,556	76,131	78,795	81,553

Accounting Technician II Community Development Technician Environmental Services Technician	25	61,334	63,481	65,703	68,002	70,382	72,846	75,395	78,034	80,765	83,592
Building Inspector I Construction Inspector I Fire Inspector I Landscape Inspector Public Works Inspector I Senior Irrigation Maintenance Technician	26	62,867	65,068	67,345	69,702	72,142	74,667	77,280	79,985	82,784	85,682
Engineering Technician II GIS/Engineering Technician Permit Center Coordinator Administrative Technician	27	64,439	66,694	69,029	71,445	73,945	76,533	79,212	81,984	84,854	87,824
Accountant I Building Trades Worker Code Enforcement Officer Senior Equipment Mechanic	28	66,050	68,362	70,754	73,231	75,794	78,447	81,192	84,034	86,975	90,019
Building Maintenance Supervisor Traffic Control and Lighting Technician	29	67,701	70,071	72,523	75,062	77,689	80,408	83,222	86,135	89,150	92,270
Community Development Inspector Construction Inspector II Environmental Services Specialist Housing Specialist Public Works Inspector II Senior Building Trades Worker	30	69,394	71,823	74,336	76,938	79,631	82,418	85,303	88,288	91,378	94,577
Building Plans Examiner GIS Analyst I Information Technology Specialist Recreation Supervisor	31	71,129	73,618	76,195	78,862	81,622	84,479	87,435	90,496	93,663	96,941
Building Inspector II Fire Inspector II Senior Construction Inspector Senior Traffic Control and Lighting Technician	32	72,907	75,459	78,100	80,833	83,662	86,591	89,621	92,758	96,004	99,365

Accountant II Assistant Planner Fleet Services Supervisor Landscape Services Supervisor Permit Services Supervisor Street Maintenance Supervisor	33	74,730	77,345	80,052	82,854	85,754	88,755	91,862	95,077	98,405	101,849
Assistant Civil Engineer Facilities Maintenance Supervisor Public Services Operations Supervisor Senior Information Technology Specialist	35	78,513	81,261	84,105	87,048	90,095	93,249	96,512	99,890	103,386	107,005
Assistant Land Surveyor Parks Division Supervisor Traffic Maintenance Supervisor	37	82,487	85,375	88,363	91,455	94,656	97,969	101,398	104,947	108,620	112,422
Administrative Analyst Associate Planner Building Division Supervisor Facilities Operations Superintendent Fire Prevention Plans Examiner GIS Analyst II Information Technology Analyst Land Development Engineer Senior Accountant	39	86,663	89,697	92,836	96,085	99,448	102,929	106,531	110,260	114,119	118,113
Senior Information Technology Analyst	42	93,327	96,593	99,974	103,473	107,095	110,843	114,723	118,738	122,894	127,195
Associate Civil Engineer Deputy Fire Marshal	43	95,660	99,008	102,474	106,060	109,772	113,614	117,591	121,706	125,966	130,375
Plan Check Engineer Senior Planner	44	98,052	101,483	105,035	108,712	112,517	116,455	120,531	124,749	129,115	133,634

City of Rocklin
Public Service Employees Salary Schedule A
Effective September 23, 2023

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Assistant I Park Services Aide	5	37,430	39,301	41,266	43,329	45,496	47,771
Office Assistant II	11	43,407	45,577	47,856	50,249	52,761	55,399
Code Enforcement Technican	14	46,744	49,082	51,536	54,113	56,818	59,659
Senior Office Assistant Street Maintenance Worker I	15	47,914	50,310	52,825	55,467	58,240	61,152
Landscape Services Worker Street Maintenance Worker II	17	50,339	52,856	55,498	58,273	61,187	64,246
Equipment Mechanic I Planning/Building Technician I Traffic Maintenance Assistant	19	52,888	55,533	58,309	61,225	64,286	67,500
Building Maintenance Worker Irrigation Maintenance Technician	20	54,210	56,921	59,767	62,755	65,893	69,188
Accounting Technician I Senior Street Maintenance Worker	21	55,566	58,344	61,261	64,324	67,540	70,917
Landscape Services Trades Worker Public Services Technician Senior Building Maintenance Worker	22	56,955	59,802	62,793	65,932	69,229	72,690
Administrative Assistant Engineering Technician I Planning/Building Technician Recreation Coordinator	23	58,379	61,298	64,362	67,581	70,960	74,508

Equipment Mechanic II	24	59,838	62,830	65,971	69,270	72,734	76,370
Accounting Technician II Community Development Technician Environmental Services Technician	25	61,334	64,401	67,621	71,002	74,552	78,279
Building Inspector I Construction Inspector I Fire Inspector I Landscape Inspector Public Works Inspector I Senior Irrigation Maintenance Technician	26	62,867	66,011	69,311	72,777	76,416	80,236
Engineering Technician II GIS/Engineering Technician Permit Center Supervisor Administrative Technician	27	64,439	67,661	71,044	74,596	78,326	82,242
Accountant I Building Trades Worker Code Enforcement Officer Senior Equipment Mechanic	28	66,050	69,353	72,820	76,461	80,284	84,298
Building Maintenance Supervisor Traffic Control and Lighting Technician	29	67,701	71,086	74,641	78,373	82,291	86,406
Community Development Inspector Construction Inspector II Environmental Services Specialist Housing Specialist Public Works Inspector II Senior Building Trades Worker	30	69,394	72,864	76,507	80,332	84,349	88,566
Building Plans Examiner GIS Analyst I Information Technology Specialist Recreation Supervisor	31	71,129	74,685	78,419	82,340	86,457	90,780

Building Inspector II Fire Inspector II Senior Construction Inspector Senior Traffic Control and Lighting Technician	32	72,907	76,552	80,380	84,399	88,619	93,050
Accountant II Assistant Planner Fleet Services Supervisor Landscape Services Supervisor Permit Services Supervisor Street Maintenance Supervisor	33	74,730	78,466	82,389	86,509	90,834	95,376
Assistant Civil Engineer Facilities Maintenance Supervisor Public Services Operations Supervisor Senior Information Technology Specialist	35	78,513	82,438	86,560	90,888	95,433	100,204
Assistant Land Surveyor Parks Division Supervisor Traffic Maintenance Supervisor	37	82,487	86,612	90,942	95,490	100,264	105,277
Administrative Analyst Associate Planner Building Division Supervisor Facilities Operations Superintendent Fire Prevention Plans Examiner GIS Analyst II Information Technology Analyst Land Development Engineer Senior Accountant	39	86,663	90,997	95,546	100,324	105,340	110,607
Senior Information Technology Analyst	42	93,327	97,993	102,893	108,038	113,440	119,112
Associate Civil Engineer Deputy Fire Marshal	43	95,660	100,443	105,465	110,739	116,276	122,089
Plan Check Engineer Senior Planner	44	98,052	102,954	108,102	113,507	119,182	125,142

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Placer County Treasurer's Investment Pool - Designation of Authorized Staff

Date: September 12, 2023

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing Investment of Monies in the Placer County Treasurer's Investment Pool, and Designating Staff Authorized to Deposit and Withdraw Monies.

Background:
On February 26, 2013, the City Council adopted Resolution No. 2013-38, approving the investment of monies in the Placer County Treasurer's Investment Pool (PCTIP), and designating certain staff members to make deposits and withdraws. Investing in the PCTIP is consistent with the City's Investment Policy, as adopted by the City Council (Resolution No. 2023-67). As of June 30, 2023, the City has approximately $8.7 million deposited in the PCTIP. The PCTIP requires that the City staff authorized to move funds into or out of the PCTIP be identified and approved by City Council Resolution.

At this time it is necessary to update the list of who is authorized to make deposits and withdrawals in the Placer County Treasurer’s Investment Pool. Staff recommends reaffirming the authorization to invest monies in the PCTIP and designating the City Manager, the City Manager's designees, and the City Treasurer to have the authority to make deposits and withdraws from the PCTIP.

Fiscal Impact:
There is no direct fiscal impact from the staff recommendation. As of June 30, 2023, the net reported rate of return was 2.707%, with the total assets under management of $8,730,635.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING INVESTMENT OF MONIES IN THE PLACER COUNTY TREASURER'S INVESTMENT POOL, AND DESIGNATING STAFF AUTHORIZED TO DEPOSIT AND WITHDRAW MONIES

WHEREAS, on September 8, 1992, the Placer County Board of Supervisors adopted Resolution No. 92-264 approving the procedures of Government Code Section 53684, authorizing deposit of local agency funds into the Placer County Treasurer's Investment Pool; and

WHEREAS, pursuant to Government Code Section 27136, the Placer County Treasurer may take such time as necessary to honor a request for withdrawal so as to ensure that such withdrawal does not adversely affect the interest of other depositors; and

WHEREAS, the Placer County Treasurer requires a minimum of 24 hours written notice of funds to be withdrawn or deposited; and

WHEREAS, individual investment securities are kept in a third-party safekeeping account to provide the public with the highest degree of protection; and

WHEREAS, due to changes in staffing, it is necessary to update the list of City staff authorized to deposit and withdrawal monies in the Placer County Treasurer's Investment Pool.

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

Section 1. The City Council of the City of Rocklin authorize the deposit and withdrawal of City of Rocklin monies into the Placer County Treasurer's Investment Pool for the purpose of investment in accordance with the Placer County Treasurer's policies and procedures, as well as, applicable state statues.

Section 2. The City Council does hereby authorize the City Manager, the City Manager's designees, and the City Treasurer to deposit and withdraw of monies to the Placer County Treasurer's Investment Pool.

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Management, Confidential, and Unrepresented Employees; Updated Resolution and Salary Schedule Adoption

Date: September 12, 2023

Submitted By: Tameka Usher, Administrative Services Director

Department: Administrative Services - Human Resources

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Adopting Rules, Regulations, Benefits, and Policies Relating to Employee Relations Between the Management, Confidential, and Unrepresented Employees and the City, Repealing the Provisions of Any Resolutions in Conflict Herewith, and Approving Revised Salary Schedules for Management and Confidential Employees.

Background:

Title 2 of the California Code of Regulations, section 570.5 requires the City's salary schedules to be adopted at a public meeting.

The Rules, Regulations, Benefits, and Policies Relating to Employee Relations between the City of Rocklin and the Rocklin Management and Confidential Employees were last revised on November 8, 2022, by Resolution No. 2022-220. If the Resolution (Attachment 1) being brought before the City Council today is adopted, it will be effective on September 13, 2023.

The Management and Confidential Policy is for unrepresented employees employed in classifications identified as Management or Confidential as defined in the Employee/Employer Resolution (Resolution No. 2017-237). Staff recommends the following updates to the Management and Confidential Policy:

- Effective September 23, 2023, the City will increase base wages for all management and confidential classifications by 3.0% (excluding City Council Appointed positions). Estimated cost **$217,000.**
- Effective July 1, 2024, the City will increase base wages for all management and confidential classifications by 2.5% (excluding City Council Appointed positions). Estimated cost **$188,000.**
- Effective September 23, 2023, the City will adopt a 10-step salary schedule with 3.5% between each step. Estimated cost **$117,000.**

- Effective January 1, 2024, the City will increase its ongoing monthly contribution to a cafeteria plan flex dollars by an additional one hundred and fifty ($150) dollars per employee. Estimated annual cost **$72,000.**
- Effective January 1, 2025, the City will increase its ongoing monthly contribution to a cafeteria plan flex dollars by an additional seventy-five ($75) dollars per employee. Estimated annual cost **$36,000.**

Additional changes recommended for update which have little or unknown direct cost impact include, but are not limited to:

- Addition of wording for the City Manager to approve management leave cash out for special circumstances.
- Addition of wording for the City Manager to approve an extra step (merit) increase for significant city-wide achievements.
- Removal of existing Longevity wording.
- Modification of wording for salary on promotion from a minimum of 5% to 10%.
- Addition of 5% City Treasurer special pay.
- Addition of regular part-time proration wording.
- Adding severance pay wording.
- Modification of wording regarding health benefits, holidays, leaves, overtime/compensatory time off, bereavement leave, nepotism, and probationary periods.
- "Housekeeping" language changes.

Fiscal Impact:

The combined fiscal impact of the updated Resolution is estimated at $630,000.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Management and Confidential Resolution Clean
3. Resolution Exhibit B - Management Employees Salary Schedule A & B
4. Resolution Exhibit C - Confidential Employees Salary Schedule A & B

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING RULES, REGULATIONS, BENEFITS, AND POLICIES RELATING TO EMPLOYEE RELATIONS BETWEEN THE MANAGEMENT, CONFIDENTIAL, AND UNREPRESENTED EMPLOYEES AND THE CITY, REPEALING ANY PROVISIONS OF ANY RESOLUTIONS IN CONFLICT HEREWITH, AND APPROVING REVISED SALARY SCHEDULES FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

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

Section 1. Any Resolutions in conflict herewith are hereby repealed.

Section 2. Effective September 23, 2023, the following rules, regulations, benefits, and policies attached hereto as Exhibit "A" and by this reference incorporated herein shall govern the terms and conditions of employment for the Management, Confidential, and Unrepresented Employees of the City of Rocklin are hereby approved.

Section 3. Effective September 23, 2023, the updated Management Employees Salary Schedules attached hereto as Exhibit "B" are hereby adopted.

Section 4. Effective September 23, 2023, the updated Confidential Employees Salary Schedules attached hereto as Exhibit "C" are hereby adopted.

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

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

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

EXHIBIT A



CITY OF ROCKLIN

AND

ROCKLIN MANAGEMENT, CONFIDENTIAL, AND OTHER UNREPRESENTED EMPLOYEES RULES, REGULATIONS, BENEFITS, AND POLICIES

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CITY OF ROCKLIN AND ROCKLIN MANAGEMENT/CONFIDENTIAL EMPLOYEES
RULES, REGULATIONS, BENEFITS, AND POLICIES

The City Council of the City of Rocklin hereby adopts the following rules, regulations, benefits, and policies; hereafter ("Document"):

SECTION I – GENERAL

ARTICLE 1. INTENT

This Document shall be the policy of administering the employee relations between the City of Rocklin, hereafter the "City" and the management, confidential, and other unrepresented employees of the City. All previous resolutions of the City Council in regard to salaries and benefits for employees are hereby expressly superseded.

When there is a conflict between the Rules, Regulations, Benefits and Policies Relating to Employee Relations Between the Management, Confidential, and Other Unrepresented Employees and the City and the Personnel Rules, the language in the Rules, Regulations, Benefits and Policies relating to employee relations between the Management, Confidential, and Other Unrepresented Employees and the City shall govern.

For purposes of this Document, management and confidential employees shall be defined consistently with the definition contained within the City's Employee/Employer Resolution. Other unrepresented employees shall be defined as those employees or classifications that are not represented by a recognized employee organization and are not performing duties consistent with the definition of management employees or confidential employees as defined by the City's Employee/Employer Resolution, or classifications that are represented by a recognized employee organization but where the recognized employee organization does not represent temporary employees. As used herein, "full-time employee" is intended to refer to those employees that meet the definition of "full-time employee" in the City's Personnel Rules.

ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS

This Document shall remain in effect from the date of adoption and for each fiscal year thereafter, until or unless said resolution shall be repealed or modified by the City Council.

ARTICLE 3. EMPLOYEE RIGHTS

The provisions of this Document shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, sexual orientation, marital status, national origin, ancestry, political or religious opinions or affiliations, or physical or mental disability, or any other legally protected group.

ARTICLE 4. SEPARABILITY

If any provision of this Document or if the application of such provision to any person or circumstances shall be held invalid, the remainder of this document or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

ARTICLE 5. CONFIDENTIAL EMPLOYEES

Employees in this group are designated as such by virtue of the fact that they are privy to information used in the conduct of employer/employee relations.

- Department Administrative Specialist
- Deputy City Clerk
- Executive Assistant
- Executive Assistant to the City Manager
- Human Resources Technician I/II
- Legal Secretary
- Paralegal
- Payroll Technician
- Senior Administrative Assistant
- Senior Department Administrative Specialist

ARTICLE 6. MANAGEMENT EMPLOYEES

Employees in this group are at-will employees who serve at the pleasure of the City Council or City Manager and may be directly appointed to a vacant position. At-will employment is employment as defined by the California Labor Code as the default form of employment in the State of California.

- Assistant City Attorney
- Assistant City Manager
- Associate Management Analyst
- Chief Building Official
- City Attorney
- City Clerk
- City Engineer/Deputy Director of Community Development
- City Manager
- Code Enforcement Program Manager
- Deputy Director of Administrative Services
- Deputy Fire Chief
- Director of Administrative Services
- Director of Community Development
- Director of Parks and Recreation
- Director of Public Services

- Fire Chief
- Information Technology Manager
- Management Analyst
- Manager of Planning Services
- Manager of Police Records and Communications
- Parks and Recreation Manager
- Payroll Administrator
- Police Captain
- Police Chief
- Principal Management Analyst
- Principal Planner
- Public Services Manager
- Senior Engineer
- Senior Management Analyst

SECTION II – COMPENSATION

ARTICLE 7. COMPENSATION

1. Salary

   Effective September 23, 2023, the City will increase base wages for all management and confidential classifications by 3.0%.

   Effective, the first full pay period of July 2024, the City will increase base wages for all management and confidential classifications by 2.5%.

2. Salary Schedules

   A. Salary Schedule A and Salary Schedule B

      Each job classification shall have two salary schedules: Schedule A and Schedule B.

   B. Move to Salary Schedule B from Salary Schedule A

      All employees hired prior to July 7, 2018 shall remain on Salary Schedule A until they have achieved step 6 of the salary range. Upon achievement of step 6, such employees will move to Salary Schedule B.

      Confidential employees who reach step 6 shall move to Salary Schedule B, step 8.

      Management employees who reach step 6 shall move to Salary Schedule B, step 8.

   C. Salary Schedule B

      All employees hired or promoted into a management or confidential classification on or after September 23, 2023 shall be assigned to Salary Schedule B.

      - Salary Schedule B shall consist of ten (10) salary steps (steps 1 through 10). The increase from step 1 to step 2 shall be approximately 3.5% with all subsequent steps increasing by approximately 3.5% through step 10.

      Merit increases will be implemented at the beginning of the pay period that includes the employee's salary anniversary date, after the employee has worked full-time for twelve (12) months and has received an overall performance evaluation rating of "meets expectations" on their performance evaluation at their current step. Merit increases must be approved by the employee's supervisor.

3. Confidential Employees Special Pay

Confidential employees will receive 2.5% special pay to acknowledge their confidential status (consistent with the Employer/Employee Resolution) by virtue of the fact that they are privy to information used in the conduct of employer/employee relations.

4. City Treasurer Special Pay

   If the employee appointed as the City Treasurer is not a department director, then the employee shall receive 5% special pay to account for the duties and responsibilities of functioning as a City Treasurer. Should the City Treasurer be appointed to a department director position, the special pay shall be terminated the following pay period of such effective date of the department director status.

5. Salary Upon Promotion

   Upon promotion, an employee shall be placed at the step which provides a minimum of 10% base rate of pay salary increase, unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range. Promotional salary determinations are excluded from the Advanced Salary Step Placement Administrative Policy. Promotions shall become effective at the beginning of a pay period. The effective date of promotion shall establish the employee's new salary anniversary date.

ARTICLE 8. OVERTIME/COMPENSATORY TIME OFF

Management Employees

A. Management employees are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) and are not eligible for overtime pay.

B. Notwithstanding section A above, exempt fire management employees assigned to a strike team or mutual aid activities covered by the California Fire Assistance Agreement shall be compensated at one and one-half (1.5) times his/her base rate of pay for hours worked outside of regularly scheduled hours when the City is being reimbursed at the one and one-half (1.5) rate.

   1. Additional compensation paid to the Deputy Fire Chief pursuant to Sections B or C shall not alter their continuing status as "exempt' employees under the Fair Labor Standard Act as specified in 29 CFR sec. 541.604.

C. Exempt fire management employees assigned to a strike team or mutual aid activities covered by the California Fire Assistance Agreement shall be compensated at his/her base rate of pay from the time of dispatch to his/her return to jurisdiction when equipment and personnel are in service and available for agency response (i.e., portal-to-portal).

D. Notwithstanding section A above, exempt Police management employees may be eligible for overtime under the following conditions:

1. The Manager of Police Records and Communications may work overtime in the Classification of Public Safety Dispatch Supervisor classification represented by Rocklin Police Officers' Association (RPOA), in the Dispatch Center.
2. Police Captains may work overtime in a lower classification represented by RPOA as special events and grant-funded operations/events as determined by the Police Chief.
3. Rate of pay:
    - A designated supervisor or manager working an overtime assignment in a lower classification represented by RPOA shall be compensated at the rate of one and one-half (1.5) of the top step hourly rate of pay for the classifications being filled, for each hour worked.
    - If there is no equivalent, the pay for the designated supervisor or manager will move to the rate of pay that is just below the current rate of pay for the employee for the classification worked.

    Additional compensation paid to the Manager of Police Records and Communications or Police Captains, shall not alter their continuing status as "exempt' employees under the FLSA as specified in 29 CFR sec. 541.604.

Confidential Employees and Other Unrepresented Non-Exempt Employees

For the purposes of this Document, the following words and phrases have the following meaning:

A. Employees who are required to work in excess of forty (40) paid hours in a workweek shall be compensated at one and one-half (1.5) of their regular rate of pay which is the employee's base rate of pay plus all differentials to which the employee is entitled. Vacation and compensatory time off (CTO) are not considered time worked for purposes of computing overtime.

B. Workweek is defined as either the period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday (in the case of a traditional 5/8 schedule or an alternate 4/10 schedule) or the period beginning at 12:01 p.m. Friday and continuing until 12:00 p.m. the following Friday (in the case of an alternate 9/80 schedule).

C. Work shift is defined as day shift (6 a.m. - 6 p.m. daily) or night shift (6 p.m. to 6 a.m. daily).

D. Work schedule is defined as the hours and days of work assigned to an employee.

E. Paid hours are defined as regular and holiday hours.

Overtime Payment

Confidential and Other Unrepresented Non-Exempt Employees Only

A. Overtime will be paid for all employees who work in excess of forty (40) paid hours in a workweek and shall be compensated at one and one-half (1.5) of their regular rate of pay as defined by the FLSA. Vacation and CTO are not considered time worked for purposes of computing overtime.

B. Employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their regular rate of pay for all hours worked in excess of twelve (12) continuous hours. The payment of double time for these hours will offset the City's requirement to pay for those hours at an overtime rate if an employee is compensated for more than forty (40) hours in that week. All "double time" overtime shall be paid in the current payroll.

C. When the City approves an employee's attendance at an off-site training workshop, the employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The employee will be in paid status for the travel time to and from the workshop that exceeds the employee's regular commute time. The double time payment after twelve (12) continuous hours worked (Section B above) does not apply to off-site training events.

D. Unscheduled overtime may be required of any employee at any time to respond to an unforeseeable emergency or situation where proper staffing is critical in the sole opinion of the City.

Compensatory Time Off

Confidential Employees Only

A. Employees may choose to accrue CTO hours in lieu of receiving pay for overtime hours worked.

B. In no event shall an employee accrue CTO hours in excess of ninety-six (96) hours. Once an employee has been credited with compensatory time, the employee may not receive a lump sum payment for the hours accrued unless the employee is separated from City service, or as specified in Section C below. Upon separation the employee will be paid at his/her hourly rate for the remaining compensatory balance.

C. Employees are expected to request the use of accrued CTO in accordance with the procedures and timelines established by each department or division. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements. When the employee is carrying the maximum CTO hours, all overtime must be paid at one and one-half (1.5) of their regular rate of pay in the pay period worked. In the pay period following the annual holiday furlough, the City shall pay the employee for up to forty (40) CTO hours earned through the previous pay period at the then current regular rate of pay.

D. The department director or his/her management designee shall have the sole discretion in approving or denying the use of accrued CTO hours.

Fire Recruit Only

A. While assigned to attend a fire academy, the classification of Fire Recruit shall not be paid overtime for hours worked in excess of forty (40) hours in a one-week period, but rather,

shall only accrue compensatory time in lieu of receiving paid overtime in accordance with the provisions of this article.

B. Upon successful completion of the assigned fire academy and prior to promoting to Firefighter, the department may either: (1) pay the existing CTO balance to the fire recruit; or (2) require the fire recruit to use any accrued CTO.

ARTICLE 9. EDUCATION INCENTIVE PAY

Confidential Employees Only

Confidential employees hired before July 1, 2012 shall be eligible for education incentive pay as follows:

A. Associate Degree $75.00 per month
Bachelor's Degree $125.00 per month
Master's Degree: $150.00 per month

This incentive is non-cumulative and is paid at the highest rate for which an employee is qualified.

B. Education incentive pay shall not be applicable to employees in those classifications that require an associate or bachelor's degree as a minimum qualification to work in the class.

C. Payment of education incentive will begin effective the first day of the pay period following when the employee provides the Human Resources Division with the appropriate documentation, which would include a copy of the transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Division of his/her eligibility for education incentive and to provide the appropriate documentation.

D. Confidential employees hired on or after July 1, 2012 shall not be eligible for education incentive pay.

ARTICLE 10. SEVERANCE PAY

Management employees serve at the pleasure of the City Manager and are 'at-will' employees whose employment may be terminated by the City at any time for any reason, or for no reason, without any cause whatsoever.

If an employee is requested to resign or is terminated from employment and has a signed notice of acknowledgement of at-will employment on file, he/she shall receive severance pay based on years of service according to the formula in Article 10 , provided that the termination of employment was not the result of a layoff; or the management employee has not been convicted of the commission of any felony or of any crime of moral turpitude or of any crime in the performance of, or related to, their duties; or committed misfeasance or malfeasance in their official duties; or has been terminated for any other reasonable "cause" as defined in the City's Personnel Rules. The management employee shall not be entitled to severance compensation under any other circumstances, including, but not limited to, resignation.

- Zero through ten years of service two (2) months' base salary.
- More than ten years of service three (3) months' base salary.

For purposes of this Article 10, 'base salary' shall mean the monthly proration of the annual salary specified in the Salary Schedule, less applicable tax withholding. As a condition to receipt of severance compensation, the management employee shall execute a release of all claims against the City in a form deemed satisfactory to the City and approved by the City Attorney.

Management employees on an employment agreement contract are exempted from the provisions of this article 10.

SECTION III – BENEFITS

ARTICLE 11. HEALTH AND OTHER BENEFITS

1. Policy

   The City will offer insurance benefits covering medical, dental, vision, long-term disability (LTD), life, and accidental death and dismemberment (AD&D) for those full-time employees who are qualified in accordance with the plan specifications. Dependent coverage will be offered only on medical, dental, and vision plans.

2. Selection of Carriers

   The employee shall choose their health insurance plan from those plans offered by the City and made available in this geographic area through the Health Benefits Division of the California Public Employees Retirement System (CalPERS). The dental, vision, LTD, life, and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to employees are substantially the same or better.

3. Benefits

   A. Health Insurance

      The City will make direct monthly contributions towards the premium cost for the medical insurance plan and coverage level selected by each participating employee to a maximum of one thousand two hundred dollars ($1,200.00) per month. Employees shall be responsible for the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution. Such additional costs shall be paid pre-tax through salary deduction. To the extent a participant does not utilize the one thousand two hundred dollars ($1,200) toward medical premiums, the remainder shall be retained by the City and shall not be cashed out or applied to other benefits.

   B. Payroll Deduction

Employees who elect benefits that require payment of premiums or contributions beyond the City's contributions authorize that the additional amount shall be paid through a biweekly payroll deduction.

C. Dental Insurance

The City shall pay for an eligible employee's dental premium up to the PPO Basic Dental Plan at the family level coverage.

Employees who select the Dental Plan – PPO Enhanced option ($1,500 calendar-year maximum) shall pay the difference in any monthly premium cost for dental coverage that exceeds the City's direct contribution. Such payments may be made pre-tax through payroll deduction over twenty-four (24) biweekly benefit pay periods.

D. Vision Insurance

The City shall pay the entire premium for family coverage under the vision plan.

E. Cafeteria Plan Flex Dollars

The City maintains a cafeteria plan, pursuant to Section 125 of the Internal Revenue Service (IRS) code and related regulations, for the purposes of offering employees access to various health and welfare benefits. Effective January 1, 2024, the City shall provide full time employees three hundred dollars ($300) per month ("Flex Dollars") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical or dental premiums offered by the City under the Section 125 plan provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Cafeteria plan payments are not eligible for cash payments.

Effective January 1, 2025, the City shall increase its flexibility benefit contribution to three hundred seventy-five dollars ($375) per month.

For part-time employees, the City shall contribute one hundred and fifty ($150) per month ("Flex Dollars") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical or dental premiums, offered by the City under the Section 125 plan provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Cafeteria plan payments are not eligible for cash payments.

F. Long-Term Disability Insurance

Management Employees

The City shall provide each employee with LTD coverage at 60% of their salary up to a maximum benefit of six thousand dollars ($6,000) per month with a ninety (90) day waiting period.

Confidential and Other Unrepresented Full-Time Employees

The City shall provide each employee with LTD coverage at 50% of their salary up to a maximum benefit of six thousand dollars ($6,000) per month with a ninety (90) day waiting period.

G. Life and Accidental Death and Dismemberment Insurance

Management Employees

For department directors, regardless of hire date, and management employees hired before July 1, 2012, the City shall provide life insurance in the amount of two hundred thousand dollars ($200,000) of basic life, plus two hundred thousand dollars ($200,000) AD&D. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

For management employees hired on or after July 1, 2012, the City shall provide basic life and AD&D insurance in the amount specified below. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

- Police Captain and Deputy Fire Chief $100,000
- All Other Management Personnel $50,000

Confidential Employees and Other Unrepresented Full-Time Employees

For confidential employees hired before July 1, 2012, the City shall provide life insurance in the amount of one hundred thousand dollars ($100,000) of basic life, plus one hundred thousand dollars ($100,000) AD&D insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

For confidential employees hired on or after July 1, 2012, the City shall provide life insurance in the amount of fifty thousand dollars ($50,000) of basic life, plus fifty thousand dollars ($50,000) AD&D insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

4. Health Coverage Reduction Incentive

A. Each employee is eligible for full family coverage for medical ("health") insurance. Full-time employees who choose to decline the City's health coverage are eligible to participate in the cost savings program with the City. Part-time employees are not eligible to participate in said program.

B. Employees who participate in the program must continue to maintain their coverage in the City's dental, vision, life, AD&D, and LTD plans. Participation in

these plans with a minimum of employee-only coverage is required for all employees ("Required Coverage – Employee Only").

C. Employees who choose to decline the City's health coverage must provide certification of other health coverage; this certification must be filed with the Human Resources Division.

D. Health coverage reduction incentive payments will be received as taxable income.

For any month(s) in which the employee's medical insurance selection results in a cost-savings to the City, participants in the program will receive benefits as follows:

Eligibility Categories	Maximum Monthly Payment
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Employee Only	$250.00
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Family	$225.00

ARTICLE 12. STATE DISABILITY INSURANCE

All employees shall be eligible for state disability insurance (SDI) benefits as provided for in the SDI program. The City shall contribute the full premium for this program.

ARTICLE 13. FLEXIBLE SPENDING PLAN

The City will continue to make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to the maximum amount allowed under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. If the maximum amount changes under IRS Section 125 then the City will abide by that new amount. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. If the maximum amount changes, then the City will abide by that new amount. Employees may choose to enroll in this plan each December for the next calendar year.

ARTICLE 14. RETIREMENT BENEFITS

1. Classic Employees

These are employees who are CalPERS members and meet the definition of a Classic Member as determined by CalPERS.

A. Classic Employees Retirement Plan

The City agrees to maintain membership and to continue to contract with the CalPERS for the 2% @ 55 plan for non-safety ("miscellaneous") employees and the 3% @ 50 plan for safety employees, with the following additional contract provisions as found in the following sections of the California Government Code pertaining to PERS (Title 2, Division 5):

- Section 21574, 1959 Survivors' Benefit, Fourth Option
- Section 20965, Credit for Unused Sick Leave
- Section 20042, One Year Final Compensation

B. Classic Employees Retirement Member Contribution

Management, confidential, and other unrepresented full-time miscellaneous employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution for a total of 9% of the employee's salary. Management public safety employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution for a total of 11% of the employee's salary.

2. Public Employees' Pension Reform Act Employees Retirement Plan (Hired on or after 1/1/13)

These Public Employees' Pension Reform Act (PEPRA) employees are employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past six (6) months, or do not meet the definition of a classic member as determined by CalPERS.

C. PEPRA Employees Retirement Plan

For PEPRA employees, the City will contract with CalPERS for the 2.7 % @ 57 plan for safety employees and 2% @ 62 plan for miscellaneous employees as required by law, with the following options:

- Section 21574, 1959 Survivors' Benefit, Fourth Option
- Section 20965, Credit for Unused Sick Leave
- Section 20037, Average of three (3) highest years of service compensation, as required by law

D. PEPRA Employees Retirement Member Contribution

PEPRA employees will make employee contributions as required by state law and, in addition, will contribute the following amount:

Management, confidential, and other unrepresented full-time employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution.

ARTICLE 15. DEFERRED COMPENSATION

For employees hired prior to July 1, 2012 (regardless of bargaining unit upon initial hire), the City will contribute up to three hundred dollars ($300.00) per month in matching funds for

management employees, and the City will contribute up to two hundred dollars ($200.00) per month in matching funds for confidential employees who participate in a City-sponsored deferred compensation program.

For employees hired prior to July 1, 2012 (regardless of bargaining unit upon initial hire), the City will contribute two hundred dollars ($200.00) per month (no match required) for employees to a City-sponsored deferred compensation program. If any type of "health savings account" becomes available under the City's benefits program, confidential employees could direct these funds to that account to the extent allowed by law.

Employees hired on or after July 1, 2012 shall not be eligible for the City's contribution of funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program.

ARTICLE 16. RETIREE HEALTH BENEFITS

All City management, confidential, and other unrepresented full-time employees that meet the eligibility requirements for CalPERS retirement and retire within one hundred twenty (120) days of separation from the City are eligible for post-retirement health benefits.

The City shall contribute up to a maximum of one thousand two hundred dollars ($1,200) per month (depending on the medical plan and coverage level selected) for post-retirement medical insurance premium costs. Eligible retirees shall receive 100% of the City's contribution and any subsequent increases towards their post-retirement health benefits. The retiree health benefits described in this Article 16 are intended to be permanent for current retirees as of July 5, 2019, and employees who retire before this Resolution is repealed. Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire prior to this Resolution is repealed shall exist and continue beyond the length of this Resolution, and are not dependent on the existence of any subsequent or future Resolution; however, the City may agree to increase the amount of the retiree health benefit in the future.

Once a retiree becomes Medicare eligible, CalPERS requires the retiree (or survivors) and their dependents to enroll in both Medicare Part A and Part B to remain eligible for CalPERS health coverage. A Certification of Medicare Status form is required, and CalPERS will change the health coverage to a Supplement to Medicare or Medicare Advantage plan.

ARTICLE 17. TUITION REIMBURSEMENT

1. Eligibility and Approval

   Management, confidential, and other unrepresented full-time employees shall be eligible for tuition and related expense reimbursement for completing pre-approved course work in a regionally accredited college, school, or university. Pre-approved job-related extension courses or certificate programs offered through regionally accredited colleges and universities are also eligible for reimbursement. Courses, books, and supplies paid for via state, federal, or private grants are excluded from reimbursement.

To be eligible for reimbursement, the employee must submit an education plan and goal approved by his/her department director to the Human Resources Division. The plan shall include at least the following:

A. A statement of the employee's career and training objectives for the next two-year period;

B. A narrative description of the types of training and instruction the employee desires to receive;

C. A statement demonstrating how the requested course work will benefit the City, and how such training will enhance the City's ability to complete its program, which will include the relevance of the plan to the employee's work assignment; and

D. A statement demonstrating how such proposed training will increase the employee's proficiency while working for the City.

When department operations allow, the department director may approve flexible hours (consistent with the Alternative Work Schedule Policy) to accommodate class schedules.

2. Reimbursement

A. Within ninety (90) days of completing the course work, the employee must submit to the Human Resources Division a copy of their grade report evidencing completion of the course work with a grade C or better, and an itemized receipt reflecting the items that are being claimed for reimbursement.

B. Items qualifying for reimbursement include:

a. Tuition (in-state only)
b. Required textbooks
c. Required supplies
d. Parking permits
e. Other required fees

C. Items NOT qualifying for reimbursement include:

a. Medical service fee
b. Mileage
c. Items not required by the instructor

D. The maximum amount eligible for reimbursement will be seven hundred fifty dollars ($750.00) per calendar year. With the approval of the department director and the Human Resources Division, an employee may apply the annual tuition reimbursement allowance to certificate or extension programs such as those offered by UC Davis which meet the goals of the employee's education plan. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

ARTICLE 18. UNIFORM ALLOWANCE

The following classifications shall receive a uniform allowance of thirty-six dollars and fifty-four cents ($36.54) per pay period:

- Deputy Fire Chief
- Fire Chief
- Police Captain
- Police Chief

The following classification shall receive a uniform allowance of thirty dollars ($30.00) per pay period:

- Manager of Police Records and Communications
- Code Enforcement Program Manager

SECTION IV – LEAVES

ARTICLE 19. VACATION

Regular part-time employees accrue leaves equal to their full-time equivalency unless otherwise required by federal and/or state law. For example, a regular part-time employee working 50% of a full-time equivalent will accrue 50% of the leave of a regular full-time employee with the same number of years of City service.

1. Policy

   A. Vacations shall be taken at the convenience of the City. The City may establish a schedule for each employee to ensure the level of staffing required to carry out its work program. However, subject to operational need, the City will make every effort to approve vacation requests.

2. Accrual Rates and Maximum Accumulation

   A. Vacation accrual is based on an employee's regular work schedule and includes all hours in paid status, exclusive of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Current full-time employees shall accrue vacation leave as follows:

Year	Days/year	Maximum Accrual
1	15 (.0577 per hour)	240 hours
2	16 (.0615 per hour)	240 hours
3	17 (.0654 per hour)	240 hours
4	18 (.0692 per hour)	240 hours
5	20 (.0769 per hour)	260 hours
10	23 (.0885 per hour)	280 hours
15	25 (.0962 per hour)	300 hours
20+	27 (.1039 per hour)	320 hours

   B. When an employee accrues the maximum number of accrual hours as set forth above, the employee shall cease accruing vacation until such time as the employee has utilized vacation hours to bring the total hours below the maximum stated accrual. At no time may an employee have a total balance of vacation hours in excess of the maximum leave accrual.

   C. The City reserves the right to require employees who currently have a balance approaching their maximum accrual to take time off. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements to reduce the accrued hours prior to December 31 of each year.

D. Vacation leave must be scheduled and approved in advance and in accordance with the procedures established for each department or division. After the first year of service, each employee must take one vacation period of no less than five (5) consecutive workdays during a calendar year.

E. The City Manager shall have the authority to grant up to five (5) additional days of vacation annually (to equal a maximum of twenty [20] days each year) to any individual in any management position during their first four (4) years of service with the City. The City Manager shall also have the authority to credit five (5) days of vacation from the first year's accrual as of the first day of employment.

F. Department directors shall be entitled to no less than twenty (20) days of vacation per year, regardless of their date of hire.

G. If an employee receives a higher accrual rate as stated in E and F above, the employee's accrual rate will not increase until their years of service entitle them to a higher accrual rate according to the schedules included in this Document.

ARTICLE 20. HOLIDAYS

Full-time employees shall be eligible to receive paid scheduled holidays. During the term of this Document, the City will recognize the holidays as specified below:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Thanksgiving Friday	Friday following the fourth Thursday
Christmas Day	December 25

Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the succeeding Monday. An employee may not use a designated holiday as his/her last day of employment. The employee must be in paid status at least one full day after the holiday to qualify for holiday pay.

ARTICLE 21. SICK LEAVE

Regular part-time employees accrue leaves equal to their full-time equivalency unless otherwise required by federal and/or state law. For example, a regular part-time employee working 50% of a full-time equivalent will accrue 50% of the leave of a regular full-time employee with the same number of years of City service.

1. Accrual and Cash Out

   A. Full-time employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0462 multiplied by the actual number of hours in paid status, with the exception of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Employees may use accrued sick leave as soon as it is accrued.

   B. Temporary employees shall accrue up to three (3) sick leave days per fiscal year in accordance with California Labor Code 246, following a ninety (90) day waiting period. Employees may use accrued sick leave as soon as it is accrued.

   C. For full-time employees hired before July 1, 2012, upon termination of employment in good standing, the accumulated sick leave may be sold back as follows:

Total Accumulated Sick Leave	Buyout Rate
0 – 29 days	0%
30 – 39 days	10%
40 – 49 days	20%
50 – 59 days	30%
60 – 69 days	40%
70+ days	50%

   The formula for the buyback shall be: Total accumulated days multiplied by the current hourly rate in effect at the date of separation multiplied by the buyout rate from the chart above.

   For full-time employees hired on or after July 1, 2012, upon termination of employment in good standing, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of twenty-nine (29) days.

   Upon retirement, an employee may choose to (1) convert his/her total sick leave to CalPERS service credit; or (2) sell back his/her sick leave under the schedule noted above. The sick leave remaining after the buyout will be converted to CalPERS service credit under Section 20965, "Credit for Unused Sick Leave."

2. Use of Sick Leave

   Sick leave may be used for the following purposes:

   A. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member (defined in this Article 21).

   B. If employee is a victim of domestic violence, sexual assault, or stalking, sick leave may be used to obtain any relief to help ensure the health, safety, or welfare of the employee or his/her child.

C. For an employee who is an organ or bone marrow donor, pursuant to the provisions of California Labor Code section 1510.

D. Bereavement leave, as set forth in Article 22.

E. An employee may use up to one-half of their annual accrual of sick leave to attend to the illness of a family members, as defined by California Labor Code §245.5 (c), which includes: employee's biological, adoptive, or foster parent, stepparent, or legal guardian of employee or employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child; spouse or registered domestic partner; biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent; grandchild; or sibling, or designated person, limited to one designated person per 12-month period for sick leave.

F. Confidential and full-time unrepresented employees may use sick leave to donate blood for up to two (2) hours on four (4) occasions each calendar year. The maximum amount of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.

G. An employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under CalPERS shall not be entitled to use sick leave to defer the effective date of the retirement as provided by Government Code Section 21163.

H. Employees who are off work for three (3) or more consecutive days due to a non-work-related illness or injury shall, if requested, supply a medical release to the Human Resources Division signed by the health care provider stating that the employee may return to full or modified duty. If returned to modified duty, the release must be specific as to the nature of the restrictions and the length of time, if known, that the restrictions are to remain in place.

3. Coordination of Sick Leave and Disability Benefits

A. When an employee, receives SDI benefits, and requests to integrate accrued leave with disability benefits, it will be integrated as follows:

- If they have accumulated leave, be treated as on leave; and
- Receive their full salary, which shall be a combination of compensation from the City and SDI.
    - While the employee is integrating SDI, the amount of the SDI payment(s) received shall be credited to the employee. The remainder of the employee's base salary will be paid first through sick leave (if sick leave use is permitted for the type of leave), then through other leave balances, with CTO last. Employees must notify

the Human Resources Division of their intent to integrate and must provide proof of payment from the Employment Development Department to the Human Resources Division in a timely manner.

- When all available leave hours are exhausted, beginning with sick leave (if sick leave use is permitted), they shall only receive SDI to the extent permitted by law.

4. Coordination of Sick Leave and Workers' Compensation Benefits

An employee injured while on duty who is receiving workers' compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in Section III.

5. Coordination of Accrued Vacation, and Compensatory Time Off with Disability and Workers' Compensation Benefits

A. An employee may request to integrate accrued leave with disability benefits to continue to receive a full salary, which shall be a combination of accrued vacation and/or CTO and SDI or workers' compensation benefits.

B. When permitted accrued leaves are exhausted, an employee shall be placed on leave without pay.

ARTICLE 22. BEREAVEMENT LEAVE

A. Each full-time employee will be eligible for up to twenty-four (24) hours of bereavement leave for purposes of bereavement following the death of a relative. If an employee requests additional time off for bereavement, an additional sixteen (16) hours may be charged to accrued sick leave.

1. Relatives Covered:

Spouse	Domestic Partner
Son	Daughter
Brother	Sister
Father	Mother
Father-in-law	Mother-in-law
Grandfather	Grandmother
Grandchildren	

2. The following step/foster relationships are covered:

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

3. Bereavement leave is also available following the death of a non-related child, or close relative, who resided with the employee at the time of death.

B. Notification to the City

The employee shall notify his/her supervisor no later than the beginning of the next workday of the occurrence requiring bereavement leave and, if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per. A above.

ARTICLE 23. MANAGEMENT LEAVE

A significant amount of skill, effort, and devotion is required to be successful in a management position. In recognition of this, management leave is granted as part of the total management compensation package. Staff assigned to management classifications are expected to devote the time necessary to successfully perform the position's responsibilities and to accomplish established goals. Attendance at after-hours meetings or community gatherings is frequently required of management positions. Further, staff assigned to management positions frequently spend personal time doing work-related tasks. The compensation established for management classifications is not affected by the amount of time required, on an individual basis, for successful performance. Full-time management positions will typically require a minimum of eighty (80) hours per biweekly pay period.

Management employees below the director level may schedule their time as needed to meet the service needs of their division, subject to review and concurrence by the department director, division manager, or chief. Directors may schedule their time as needed to fulfill their management role in the department and any inter-departmental responsibilities that may be assigned. This schedule shall be subject to review and concurrence by the City Manager.

The City Manager retains the discretion to determine management leave based on individual circumstances, not to exceed eighty (80) hours. Management leave will be issued per fiscal year to groups with the accrual rate as noted below:

- Department director (,Council-appointed position or exception): 80 hours
- Deputy director/manager level: 64 hours
- Manager level: 56 hours
- All other classifications in the management group: 48 hours

Employees shall be credited with and have available for use the number of days as established herein as of July 1 each year. Should any employee be hired or promoted into a management position after July 1, they shall be credited with a prorated amount of management leave for the balance of the fiscal year.

If a management employee has not been able to take sufficient leave over the prior twelve (12) months, such that they are within eight (8) hours of their vacation leave accrual cap, once per fiscal year, management employees may request a cash payment to occur in the first full pay period in the next calendar year for up to half of their annual management leave accrual rate. Approval of the cash payment is at the City Manager's discretion and is also contingent upon

sufficient budget availability. Cash payment for such management leave hours will be paid at the employee's base pay rate from the salary schedule.

Management leave shall not be cumulative from year-to-year.

Upon resignation or other termination of employment in good standing, the employee shall receive a prorated amount of unused management leave on the books as of the date the resignation is submitted, or the other termination is effective based on the portion of the fiscal year actually worked.

ARTICLE 2. FAMILY AND MEDICAL LEAVE ACT/CALFORNIA FAMILY RIGHTS ACT

A. FMLA/CFRA

An employee who has worked at least one thousand two hundred fifty (1,250) hours in the past twelve (12) months for the City is eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness, or to bond with a new child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

An employee who is in unpaid status during a family care and medical leave will suffer no break in service for purposes of determining seniority per the City's Personnel Rules.

The City reserves the right to temporarily transfer an employee who is taking intermittent family care and medical leave or is on a reduced leave schedule for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable in pay and benefits to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing the essential functions of the job.

The City may require the employee to utilize all accrued sick leave (if use is permitted by for type of leave), vacation, and management leave to cover the FMLA or CFRA period which otherwise would be unpaid. If the employee chooses, they may reserve five (5) days of accrued vacation leave for use upon their return from an extended period of family care and medical leave.

1. "Extended Period" is defined as an absence of two (2) weeks or more.
2. If all other leave is exhausted at the expiration of the family care and medical leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from family care and medical leave.

New child bonding leave must be taken within one (1) year of the child's birth, adoption, or start of foster care. It may be taken in increments of two (2) weeks or more; however, on two (2) occasions the employee may take such leave in smaller increments.

B. Pregnancy Disability Leave

1. The City will provide up to four (4) months of unpaid leave to female employees for pregnancy-related disability, in accordance with Government Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with FMLA.

2. Use of Leave

The employee may elect to use any accrued unused leave time to cover the period of her disability leave, which would otherwise be unpaid. During the period of her disability, an employee's unused accrued sick leave will be integrated with any SDI benefits she may receive. Any accrued vacation leave or other accrued time off may be used at the option of the employee before an employee's unpaid leave begins.

ARTICLE 25. LEAVE OF ABSENCE WITHOUT PAY

A. Leave of absence without pay may be granted to any employee with the approval of the department director or his/her designee for: (1) illness beyond that covered by sick leave; or (2) other personal reasons which do not adversely impact, interfere with, or disrupt City operations.

1. To be eligible for a leave of absence for personal reasons, an employee must have received an overall rating of "meets expectations" on their performance evaluation and have had no formal disciplinary actions in the twelve (12) months prior to the request.

2. Terms and conditions of the leave shall be specified in writing.

B. Duration

An unpaid leave of absence may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence up to an additional ninety (90) days. The City Manager will consider the employee's circumstances and balance those needs against the impacts to the City created by the employee's continued absence.

C. Revocation of Leave of Absence

A leave of absence may be revoked by the department director upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

D. Return Upon Expiration of Leave of Absence

Upon return to work from a leave of absence, the employee shall be returned to his/her former position, if available, or an equivalent position, if available. If neither the former position nor an equivalent position is available, the employee will be reassigned to a vacant position for which he/she is qualified.

E. Non-Qualifying Service

An unpaid leave of absence shall not be counted as qualifying service for the purposes of accruing vacation and sick leave. A leave of absence of thirty (30) days or more is not counted as qualifying service for merit salary adjustments. An employee on leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain medical, dental, vision, LTD, and life insurance policies by remitting full monthly premium payments to the City or CalPERS, if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave after CFRA and FMLA are exhausted.

F. Leave Usage

All accrued vacation, management leave, and CTO must be used prior to the effective date of leave of absence without pay.

ARTICLE 26. JURY DUTY

When an employee is required to serve on jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the City the amount received as juror fees but shall retain any fees received for mileage reimbursement.

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS

ARTICLE 27. PROBATIONARY PERIODS

A. Probationary Periods

1. Unless otherwise specified upon employment, all other management, confidential, and full-time unrepresented employees are subject to appointment by the City Manager.
2. Management employees serve at the will and pleasure of the City Manager, are exempt from competitive service, and do not serve a probationary period.
3. Upon appointment or promotion, confidential and unrepresented employees shall serve a twelve (12) months probationary period, except for promotion of an employee who has completed probation in the lower class to the next higher class in a flexibly staffed position.
4. Reclassifications and job title changes shall be exempt from serving a new probationary period.
5. The probationary period is an integral part of the selection process and shall be utilized as an opportunity to observe the employee's work, to provide training, and to assist the employee in adjusting to the new position. At any time during the probationary period, an employee may be released with or without cause, and shall be without the right of review of any kind.

B. An employee shall receive no less than three (3) performance evaluations during the initial twelve (12) month probationary period. An employee promoted into a new classification will receive no less than two (2) performance evaluations during his/her six (6) month probationary period. Such evaluations will be conducted at reasonable intervals.

C. Extension of Probationary Periods

1. The probationary period may be extended commensurately by each hour an employee is on authorized leave for more than five (5) consecutive workdays. Leaves include, but are not limited to, vacation, sick leave, CTO, and leaves without pay, including leaves granted under FMLA, CFRA, Pregnancy Disability Leave, Americans with Disabilities Act, and workers' compensation laws. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment.
2. Outside an authorized leave, a probationary period may be extended one (1) time at the City's sole discretion, for a period not to exceed six (6) months, to

ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

3. A probationary employee may, at the discretion of the department director, receive a salary step increase effective the beginning of the pay period, which includes the employee's salary anniversary date if they meet the following criteria:

    a. Received a satisfactory evaluation; and

    b. Completed an extended probationary period.

    The employee's salary anniversary date will be adjusted to the date the merit increase is granted.

ARTICLE 28. NEPOTISM

The purpose of a nepotism policy is to regulate, restrict, or prohibit power or influence in personnel matters in favor of relatives, friends, or associates, as it may have a detrimental effect on supervision and morale.

A. A relative is defined as an individual who is related by blood, marriage, domestic partnership, or adoption in any of the following ways: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, or any other situation that the Director of Administrative Services determines creates the possibility of a conflict of interest.

B. No relative of a City employee may serve in or be appointed, promoted, demoted, or transferred to a position within the same department or division in which the employee's' relative or spouse/domestic partner already holds a position if any of the following would result:

    1. Direct line of supervision, including any situation in which one employee would be in a position to affect the terms and conditions of the other's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The department director is considered in the direct line of supervision in that department.

    2. Both employees have the same supervisor.

    3. A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

C. Employees in lead or supervisory positions are prohibited from entering into romantic relationships with subordinates. Employees who become relatives or when existing employees enter into a relationship and/or who work in the same direct line of supervision within a City department shall notify the department director and Human Resources within thirty (30) days.

1. The City shall initially allow the affected employees to determine which employee will remain in their current position. If the affected employees have no preference, the department director, in consultation with the Director of Administrative Services and City Manager, shall determine which of the employees will remain in their current position, giving consideration to the business needs, work history with the City, and seniority of the affected employees.

   As to the other employee, the Director Administrative Services , in consultation with the City Manager, will attempt to make a mutually acceptable transfer or demotion in another supervisory unit or department. If a mutually acceptable transfer or demotion cannot be made, that employee shall be subject to separation.

ARTICLE 29. HOLIDAY FURLOUGH

The City may schedule a mandatory work furlough between the Christmas and New Year's holidays each year. The establishment of such a furlough will be at the City's sole discretion.

A. Employees will be notified by July 1 of each year if and when the furlough is scheduled.

B. Supervisors will notify those employees who will be required to work during the furlough by November 1.

C. During the furlough period, employees may use accrued vacation, management leave, or CTO, or they may take the time off without pay. The furlough will not affect health benefits, and leaves and seniority will continue to accrue.

Any new full-time confidential or other full-time unrepresented employee hired on or after pay period 20 of each year, who does not have sufficient time to accrue vacation to use during the furlough, may be advanced vacation time to cover the non-holiday time during the furlough. Employees may request an advance using the prescribed form. If requesting such an advance of vacation leave, following the furlough period, the employee's vacation will reflect a negative balance and any future vacation accruals shall be deducted until the vacation advance is fully repaid. The employee shall not take vacation leave until a positive leave balance is restored.

ARTICLE 30. EMPLOYEE PERFORMANCE EVALUATIONS

The City shall conduct employee performance evaluations on City-issued evaluation forms. Performance evaluations are to be conducted at least annually, regardless of whether or not an employee is eligible for a salary step increase. Employees will be eligible for any appropriate annual step increase in the pay period which includes their anniversary date unless the Human Resources Division has received an employee's overall performance evaluation that is less than "meets expectations" (or equivalent language), or the employee has reached the top step of his/her classification.

ARTICLE 31. EXTRA STEP (MERIT) INCREASE

A department director may recommend to the City Manager for his/her approval that an eligible employee may receive one extra step increase during their annual evaluation. The department director shall submit written justification to the City Manager demonstrating the following:

- The employee has made significant achievements of City-wide importance, and the amount of the additional salary and benefit costs are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate).

The City Manager shall report all extra merit step increases to the City Council annually.

ARTICLE 32. CITY MANAGER ADDITIONAL AUTHORITY

Notwithstanding any of the provisions above, the City Manager may negotiate employment agreements for directors outside of the terms of this Document, provided that the employment agreement is brought to City Council for ratification at the earliest opportunity.

CITY OF ROCKLIN
MANAGEMENT SALARY SCHEDULE B
(Annual Salary)
Effective September 23, 2023

Classification	Range	1	2	3	4	5	6	7	8	9	10
Associate Management Analyst	5	74,452	77,057	79,755	82,546	85,435	88,425	91,520	94,723	98,039	101,470
Payroll Administrator	6	76,313	78,984	81,748	84,610	87,571	90,636	93,808	97,091	100,490	104,007
Code Enforcement Program Manager Management Analyst Manager of Police Records and Communications	15	95,304	98,640	102,093	105,666	109,364	113,192	117,154	121,254	125,498	129,890
Principal Information Technology Analyst	16	97,687	101,106	104,645	108,307	112,098	116,022	120,082	124,285	128,635	133,137
Parks and Recreation Manager Public Services Manager	17	100,129	103,634	107,261	111,015	114,901	118,922	123,084	127,392	131,851	136,466
City Clerk Manager of Building Services Principal Planner Senior Engineer Senior Management Analyst	18	102,632	106,225	109,942	113,790	117,773	121,895	126,162	130,577	135,147	139,878
Manager of Planning Services	19	105,198	108,880	112,691	116,635	120,717	124,943	129,316	133,842	138,526	143,374
Principal Management Analyst	20	107,828	111,602	115,508	119,551	123,735	128,066	132,548	137,188	141,989	146,959
Information Technology Manager	22	113,287	117,252	121,356	125,603	129,999	134,549	139,259	144,133	149,177	154,399
Chief Building Official	23	116,119	120,183	124,390	128,743	133,249	137,913	142,740	147,736	152,907	158,259
Assistant City Attorney Deputy Director of Administrative Services	26	125,048	129,424	133,954	138,643	143,495	148,517	153,716	159,096	164,664	170,427
City Engineer	27	128,174	132,660	137,303	142,109	147,082	152,230	157,558	163,073	168,781	174,688
Deputy Fire Chief	31	141,480	146,432	151,557	156,861	162,352	168,034	173,915	180,002	186,302	192,823

CITY OF ROCKLIN
MANAGEMENT SALARY SCHEDULE B
(Annual Salary)
Effective September 23, 2023

Classification	Range	1	2	3	4	5	6	7	8	9	10
Director of Community Development Director of Parks and Recreation	32	145,017	150,093	155,346	160,783	166,410	172,235	178,263	184,502	190,960	197,643
Director of Public Services	34	152,358	157,691	163,210	168,923	174,835	180,954	187,287	193,843	200,627	207,649
Police Captain	35	156,167	161,633	167,290	173,146	179,206	185,478	191,970	198,689	205,643	212,840
Director of Administrative Services	36	160,072	165,674	171,473	177,474	183,686	190,115	196,769	203,656	210,784	218,161
Assistant City Manager	38	168,175	174,061	180,154	186,459	192,985	199,739	206,730	213,966	221,455	229,206
Fire Chief Police Chief	40	176,689	182,873	189,274	195,898	202,755	209,851	217,196	224,798	232,666	240,809

	Salary	Resolution No.	Date Adopted
City Manager	252,000	2022-186	09/13/2022

CITY OF ROCKLIN
MANAGEMENT SALARY SCHEDULE A
(Annual Salary)
Effective September 23, 2023

Classification	Range	1	2	3	4	5	6
Associate Management Analyst	5	74,452	78,174	82,083	86,187	90,496	95,021
Payroll Administrator	6	76,313	80,129	84,135	88,342	92,759	97,397
Code Enforcement Program Manager Management Analyst Manager of Police Records and Communications	15	95,304	100,070	105,073	110,327	115,843	121,635
Accounting Supervisor Senior Network Services Administrator	16	97,687	102,571	107,700	113,085	118,739	124,676
Parks and Recreation Manager Public Services Manager	17	100,129	105,136	110,392	115,912	121,708	127,793
Manager of Building Services Senior Engineer	18	102,632	107,764	113,152	118,810	124,750	130,988
Manager of Planning Services	19	105,198	110,458	115,981	121,780	127,869	134,263
Principal Management Analyst	20	107,828	113,220	118,881	124,825	131,066	137,619
Information Technology Manager	22	113,287	118,951	124,899	131,144	137,701	144,586
Chief Building Official Director of Long-Range Planning and Housing	23	116,119	121,925	128,021	134,423	141,144	148,201
Assistant City Attorney Deputy Director of Administrative Services	26	125,048	131,300	137,865	144,758	151,996	159,596
City Engineer	27	128,174	134,583	141,312	148,377	155,796	163,586
Deputy Fire Chief	31	141,480	148,554	155,982	163,781	171,970	180,568
Director of Community Development Director of Parks and Recreation	32	145,017	152,268	159,881	167,875	176,269	185,083

CITY OF ROCKLIN
MANAGEMENT SALARY SCHEDULE A
(Annual Salary)
Effective September 23, 2023

Classification	Range	1	2	3	4	5	6
Director of Public Services	34	152,358	159,976	167,975	176,374	185,193	194,452
Police Captain	35	156,167	163,976	172,175	180,783	189,822	199,314
Director of Administrative Services	36	160,072	168,075	176,479	185,303	194,568	204,296
Assistant City Manager	38	168,175	176,584	185,413	194,684	204,418	214,639
Fire Chief Police Chief	40	176,689	185,524	194,800	204,540	214,767	225,505

	Salary	Resolution No.	Date Adopted
City Manager	252,000	2022-186	09/13/2022

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE B
(Annual Salary)
Effective September 23, 2023

Classification	Range	1	2	3	4	5	6	7	8	9	10
Communications Specialist	8	45,876	47,482	49,144	50,864	52,644	54,487	56,394	58,368	60,411	62,525
Senior Administrative Assistant	11	49,404	51,133	52,923	54,775	56,692	58,676	60,730	62,856	65,056	67,333
Departmental Administrative Specialist Human Resources Technician I Legal Secretary Payroll Technician I	17	57,293	59,299	61,374	63,522	65,746	68,047	70,428	72,893	75,445	78,085
Deputy City Clerk Human Resources Technician II Payroll Technician II Senior Departmental Administrative Specialist Senior Police Technician	20	61,699	63,858	66,093	68,407	70,801	73,279	75,844	78,498	81,245	84,089
Executive Assistant Executive Assistant to the City Manager Paralegal	24	68,104	70,488	72,955	75,508	78,151	80,886	83,717	86,647	89,680	92,819

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE A
(Annual Salary)
Effective September 23, 2023

Classification	Range	1	2	3	4	5	6
Communications Specialist	8	45,876	48,170	50,579	53,108	55,763	58,551
Senior Administrative Assistant	11	49,404	51,874	54,468	57,191	60,051	63,053
Departmental Administrative Specialist Human Resources Technician I Legal Secretary Payroll Technician I	17	57,293	60,158	63,166	66,324	69,641	73,123
Deputy City Clerk Human Resources Technician II Payroll Technician II Senior Departmental Administrative Specialist Senior Police Technician	20	61,699	64,784	68,023	71,424	74,995	78,745
Executive Assistant Executive Assistant to the City Manager Paralegal	24	68,104	71,509	75,085	78,839	82,781	86,920

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Reimbursement for Fire Department Mutual Aid Responses

Date: September 12, 2023

Submitted By: Shawn Watkins, Deputy Fire Chief

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing Fire Department Response and Reimbursement when deployed from Official Duty Station and Assigned to a California Office of Emergency Services Emergency Incident.

Background:

The Rocklin Fire Department annually completes a salary survey at the request of the California Office of Emergency Services (Cal OES). The survey ensures the City of Rocklin is reimbursed through Cal OES when Rocklin Fire Department personnel are deployed from their official duty stations and assigned to an emergency incident as identified in the California Master Mutual Aid Agreement.

Adopting this resolution (Attachment 1) will provide reimbursement to the City of Rocklin at a rate of one and one-half times the employees hourly rate of pay from the time of dispatch until their return to the city (portal-to-portal).

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

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING FIRE DEPARTMENT RESPONSE AND REIMBURSEMENT WHEN DEPLOYED FROM OFFICIAL DUTY STATION AND ASSIGNED TO A CALIFORNIA OFFICE OF EMERGENCY SERVICES EMERGENCY INCIDENT

WHEREAS, the City of Rocklin Fire Department is a public agency located in the County of Placer, State of California; and

WHEREAS, it is the desire of the City Council of the City of Rocklin to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the City of Rocklin has in its employ, Fire department response personnel including: Fire Chief, Deputy Fire Chief, Battalion Chief, Fire Captain, Fire Engineer, Firefighter, Fire Inspector I/II, and Fire Investigator; and

WHEREAS, the City of Rocklin will compensate its employee's portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the City of Rocklin will compensate its employees at one and one-half times their hourly rate of pay while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

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

Section 1. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will compensate such personnel.

Section 2. The City of Rocklin Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire and Rescue Division.

Section 3. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

Section 4. Fire department response personnel include: Fire Chief, Deputy Fire Chief, Battalion Chief, Fire Captain, Fire Engineer, Firefighter, Fire Inspector I/II, and Fire Investigator.

PASSED AND ADOPTED this 12th day of September 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: On-Call Planning Services Contract

Date: September 12, 2023

Submitted By: David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract for Services with CSG Consultants, Inc.

Background:
The Community Development Department has identified the need for on-call planning services to provide additional assistance for the planning review process on an as-needed basis. This includes environmental review services. These contracts are utilized to assist staff with temporary increases in workload or particularly time-consuming projects. This arrangement allows the City to provide consistent services when workloads temporarily exceed the capacity of in-house staff. The Community Development Organizational Assessment recommended on-call planning and environmental review contracts to accommodate for temporary increases in workload.

Last year the City released a Request for Proposals (RFP) seeking qualified firms to provide on-call planning and environmental review services. The RFP was published on the City's website and a trades website. The City received five proposals and an internal review panel from the Community Development Department and the City Manager's Office evaluated the proposals on the basis of experience and qualifications of the firm, understanding of the services proposed, and completeness of the proposal and any supporting documents. After a thorough review and discussion, staff recommends that a contract be awarded to CSG Consultants, Inc.

In order to provide flexibility, the contract is written with a not-to-exceed amount of $100,000 for the initial year. Additionally, staff recommends granting the City Manager the authority to extend the contract for two additional one-year terms, allowing for a maximum not-to-exceed amount of $300,000 for the entire agreement duration. The actual renewal agreement amount may vary, contingent upon the projected workload and available budget. There are several large planning projects that are anticipated in the immediate future, and these on-call services will assist in keeping work flowing while recruitments are posted for temporary vacancies. To ensure capacity to provide consistent service, staff is also negotiating with other first that

responded to the RFP, and may in the future recommend expanding these on-call services to one or more additional firms.

Human Resources Division staff has met and conferred with the Public Service Employees Bargaining Unit represented by AFSCME regarding the proposed use of on-call staff in accordance with the City of Rocklin Employee-Employer Resolution.

Fiscal Impact:
There is no direct fiscal impact to the staff recommended. Funds for these services were included in the Fiscal Year 2023/24 Operating Budget.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Contract with CSG Consultants, Inc.

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SERVICES WITH CSG CONSULTANTS INC.

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Contract for Services with CSG Consultants, Inc. in substantially in the form attached hereto as Exhibit "A."

Section 2. The City Council of the City of Rocklin hereby delegates to the City Manager the authority to exercise the option to renew the Contract for Services with CSG Consultants Inc. on the same terms, for up to two one-year extensions and a maximum Not To Exceed amount of $300,000, provided sufficient funds for the services have been appropriated.

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

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CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and CSG Consultants, Inc. "Contractor," 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 $100,000, one hundred thousand dollars.** 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

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(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 June 30, 2024 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:

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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

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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.

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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.

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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.

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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

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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

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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.

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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
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
CSG Consultants, Inc.
550 Pilgrim Drive
Foster city, CA 94404
Attn: Cyrus Kianpour, President
Email: cyrus@csgengr.com

Attn: Ethan Edward, Vice President
Planning Services
Email: ethane@csgengr.com

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 thenames, titles, and capacities herein stated and on behalf of any entities, persons, or firms

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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

DocuSigned by:
By: Cyrus Kianpour
7AC12FF2224A4B2...
Cyrus Kianpour, President

DocuSigned by:
By: Nourdin Khayata
D0E17E22B4A2420...
Nourdin Khayata, Secretary

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

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ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

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EXHIBIT A

Contractor Proposal/Scope of Work

Consultant shall ensure its staff assigned to perform work for the City are compensated in accordance with requirements of state and federal law, and are provided affordable health care and workers' compensation as required by law. Consultant shall ensure its staff assigned to perform work for the City of Rocklin are informed of City policies and procedures, and adhere to the City's policies and procedures. No employee of Consultant shall be assigned to work more than 960 hours per fiscal year on projects for the City of Rocklin, and Consultant will immediately notify the City if any of its staff assigned to a City project is a CalPERS member. To provide as-needed planning services help for the City of Rocklin as laid out in the request for proposals and copied below.

Consultant will be under contract on an on-call basis. As individual projects arise, the City will provide information about the project, including deadlines and necessary tasks which fall within the scope of work below. Consultant will provide a proposal to complete the project which will include the timeline for completion, staff assigned to the project, and cost. The City will review each project proposal and work with the selected consultant to refine the scope of work and associated details, as needed, before authorizing start of work.

- Process, review and manage routine and complex development entitlements, including, but not limited to: Conditional Use Permits, Subdivision and Parcel Maps, Design Review.
- Coordinate work related to planning applications for projects in environmentally sensitive areas.
- Coordinate with Planning staff and staff of other city departments, consultants, and outside agencies during project reviews and processing.
- Visit project sites.
- Prepare written staff reports, ordinances, resolutions, records of land use action, development permit decision letters, conditions of approval, development agreements, environmental documents, and/or other related documents.
- Attend and give presentations at meetings with applicants, consultants, and the public as needed, including public hearings.
- Prepare and deliver verbal presentations to the Planning Commission, City Council, Architectural Review Commission and/or other City Boards and Committees as needed.
- Coordinate implementation of development applications during the construction phase (conditions of approval, etc.) and track conditions after developments have been occupied to ensure continued compliance with approval conditions and mitigation measures.
- Prepare maps, graphs, models, presentations, power points, reports, and supporting technical documents.
- Prepare or sub-contract for the preparation of special studies necessary to support compliance with the California Environmental Quality Act (CEQA) for individual projects, and prepare documents necessary to address CEQA compliance for individual projects.

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- Respond to inquiries from general public, city staff, and other public agencies about the projects assigned and the City's General Plan, the Zoning Ordinance, design guidelines, Area Plans, and other City documents, policies, and programs.
- Work with the Code Enforcement Division to resolve code issues.
- Perform related duties and responsibilities, including staffing the planning counter, when required.
- Review and approve Building Permits and Improvement Plans for compliance with relevant zoning criteria, conditions of approval, and approved exhibits.

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EXHIBIT B

Schedule of Performance

The City will solicit project proposals from the Consultant on an as-needed basis. The consultant will be expected to provide proposals in a timely manner and in a way that does not impact City operations and timelines. For that reason, the following schedule of performance will be expected from consultants:

Item	Timeline
Individual project proposal	2 weeks from date of receipt from City
Revisions (if needed)	1 week from receipt of comments from City
Implementation and completion	As specified in approved proposal

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EXHIBIT C

Schedule of Fees
[On the following page]

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Cost Proposal

CSG's fee schedule for Planning personnel is provided in the table below.

PERSONNEL / ROLE	HOURLY RATE
Planning Technician	$135
Assistant Planner	$145
Associate Planner	$155
Associate Environmental Planner	$160
Senior Planner	$170
Senior Environmental Planner	$175
Principal Planner	$185
Principal Environmental Planner	$190
Planning Manager	$195
Planning / Environmental Director	$210
Principal-in-Charge	$235

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will deliver an invoice every month for services rendered during the prior month.

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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

DocuSigned by:
By: Cyrus Kianpour
7AC12FF2224A4B2...
Cyrus Kianpour, President

DocuSigned by:
By: Nourdin Khayata
D9E17E22B4A242C...
Nourdin Khayata, Secretary

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchase of a Driving Under the Influence Education and Enforcement Trailer

Date: September 12, 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 Authorizing the Purchase of One Driving Under the Influence (DUI) Education and Enforcement Trailer; Authorizing the City Manager to Execute the Necessary Purchase Documents with Ultra Haulers; and Authorizing a Budget Appropriation.

Background:
In February 2023 the Rocklin Police Department applied for the Fiscal Year (FY) 23/24 Cannabis Tax Fund (CTF) Law Enforcement Grant through the California Highway Patrol (CHP). The purpose of this grant is to provide monetary assistance for the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

In June 2023, the City was notified of a grant award in the amount of $336,225 that included $300,000 for the purchase of a DUI Education and Enforcement trailer (Award No. 12992). The City Council accepted the grant on June 27, 2023 (Resolution No. 2023-104). The grant's performance period ends on June 30, 2024, and the trailer must be purchased, delivered, and in use prior to the end date.

Staff reached out to various companies to obtain quotes to construct the specialized trailer and found two companies that may be able to provide the trailer within the needed timeframe:

- Ultra Haulers, Anaheim, CA, $211,989 - committed that the trailer would be ready by the end of the first quarter of 2024. California based.
- Mobile Concepts, Mount Pleasant, PA, $191,400 – provided a timeframe of 8-9 months. Pennsylvania based.

Staff determined that Ultra Haulers out of California would provide the quickest delivery and would ensure that the trailer would be delivered and in use by the grant end date. Pursuant to

Rocklin Municipal Code 3.040.090 (B) Sole or limited source (No Competitive Advantage by Soliciting bids) this purchase meets the requirements for Sole or limited source due to the time constraints imposed by the grant requirements. Staff engaged the CHP to ensure that employing the sole/limited source exception would not raise any concerns from the grantor. The CHP confirmed their acceptance of this approach, validating its adherence to the grant's stipulations and objective (Attachment 4).

The total cost for the trailer is approximately $211,989 plus tax ($227,359).

Staff recommends that the City Council authorize a budget appropriation to administer and account for the grant in the amount of $336,225 and approve the purchase of the DUI education and enforcement trailer from Ultra Haulers.

Fiscal Impact:
The FY 23/24 CTF Law Enforcement Grant is $336,225. There is no grant match requirement with City funds. It is necessary to increase both the revenue and expenditure budgets by $336,225 in the Traffic Safety/Police Department Grants Fund (Fund 244) to administer and account for the grant funds.

ATTACHMENTS:
1. Resolution - DUI Trailer
2. Resolution Exhibit A - Trailer Quote
3. Resolution Exhibit B - Grant Agreement
4. Attachment 4 - CHP Confirmation

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE PURCHASE OF ONE DRIVING UNDER THE INFLUENCE (DUI) EDUCATION AND ENFORCEMENT TRAILER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY PURCHASE DOCUMENTS WITH ULTRA HAULERS; AND AUTHORIZING A BUDGET APPROPRIATION

WHEREAS, the Rocklin Police Department applied for the FY 23/24 CTFCP Law Enforcement – Rocklin Police Department Grant through the California Highway Patrol (CHP) to provide monetary assistance for the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products; and

WHEREAS, the grant in the amount of $336,225 was awarded to the Rocklin Police Department that included $300,000 for the purchase of a DUI Education and Enforcement trailer to be used to educate the public and enforce violations of DUI laws. On June 27, 2023, the City Council adopted Resolution No. 2023-104 accepting the Grant and authorizing the City Manager to execute the grant agreement (Exhibit B); and

WHEREAS, the grant's performance period ends on June 30, 2024, and the trailer must be purchased, delivered, and in use prior to the end date; and

WHEREAS, staff found two companies that may be able to meet the grant timeline, one was Pennsylvania based and had a delivery timeframe of 8-9 months, the second was located in California and committed to a delivery prior to the end of the first quarter in 2024; and

WHEREAS, Rocklin Municipal Code Section 3.04.090 (B) allows for a contract award without competition when there is only one or limited source for the required goods, services, or construction item; for purchases in an amount more than $50,000, the determination shall be made by the City Council; and

WHEREAS, staff engaged the CHP to ensure that employing the sole/limited source exception would not raise any concerns from the grantor. The CHP confirmed their acceptance of this approach, validating its adherence to the grant's stipulations and objective; and

WHEREAS, staff determined that Ultra Haulers out of California provided the quickest delivery to ensure the time constraints were met and meets the requirements for Sole or limited source due to the time constraints imposed by the grant requirements; and

WHEREAS, the total cost of the trailer is estimated to be $211,989 plus tax ($227,359), and will be funded by the grant (Exhibit A); and

WHEREAS, staff recommends increasing the revenue and expenditure budgets in Traffic Safety/Police Department Grants Fund (Fund 244) to administer and account for the FY 23/24 CTFCP Law Enforcement CHP Grant and support the recommended purchase.

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

Section 1. The City Council hereby approves of the purchase of a DUI Education and Enforcement Trailer, suspending competitive bidding requirements.

Section 2. The City Council hereby authorizes the City Manager to purchase the DUI Education and Enforcement Trailer as shown in Exhibit A, which is incorporated herein by this reference.

Section 3. The City Council hereby authorizes the City Manager to increase the revenue and expenditure budgets in the Traffic Safety/Police Department Grants Fund (Fund 244) to administer and account for the FY 23/24 CTFCP Law Enforcement Grant from the California Highway Patrol.

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

EXHIBIT B

EXHIBIT A

Nappi Fabrication Designs
1291 N. Patt Street
Anaheim, CA 92801
UltraHaulers@Gmail.Com
www.UltraHaulers.om

Estimate

ADDRESS
Rocklin Police Department
4080 Rocklin Rd.
Rocklin, CA 95678 USA

SHIP TO
Rocklin Police Department
4080 Rocklin Rd.
Rocklin, CA 95678 USA

ESTIMATE # 3888
DATE 07/22/2023

ACTIVITY	QTY	RATE	AMOUNT
Enclosed Trailer 102 x 26' with 8' headroom tandem 7000# electric brake axles. This estimate in intended to include everything in the supplied print along with internal parts and systems not particularly seen on the print.	1	211,989.00	211,989.00T
Standard Features Standard features include (LIFETIME WARRANTY) on the frame and chassis as long as it's used for the intended purpose the whole time) All tube chassis Ramp door hydraulic with stainless twist lock latches and 32 x 80 side entry door 1 Pc. seamless roof coil 3/4 plywood floor Tandem axles with leaf spring suspension 2 with brakes 235/80/16 radial trailer tires on grey wheels A frame coupler 2-5/16 Dual safety chains with big hooks and spring latch 2000# post tongue jack Foam core insulated 3M bonded smooth side .040 white exterior New 3" trim with radius bottom and fender drop outs	1	0.00	0.00
Parts 7' wide with side reveal for ramp awning. Ramp door to be hydraulic acting with over ride button and exterior key control 6' wide centered with reveals both side	1		0.00T
Parts TV provision exterior with swinging door and RH hinge with positive catch	1		0.00T

ACTIVITY	QTY	RATE	AMOUNT
Parts Equipment rack with patch panel access	1		0.00T
Sofa Bed Sofa bed with rollover backrest and wall strap both side walls in conference room	2		0.00T
Parts Nice conference table with 4 legs secured to the wall	1		0.00T
Parts Safety lighting on all corners to flash and alternate	8		0.00T
Parts Commercial Slipper spring suspension package	1		0.00T
Spare Tire Spare tire to match	1		0.00T
Parts Master track 14 ply truck tires (upgrade from 12 ply)	4		0.00T
Parts Awning elec. push button control 20’ on the pit side	1		0.00T
Parts Tongue jack 3000# Elec. 3500#	1		0.00T
Coin Flooring Coin Flooring, Black complete floor and ramp	35		0.00T
Water System Includes 40 gallon tank fill feed and demand RV pump	1		0.00T
Cabinet Upper Overhead cabinet approximately 16" tall face 12" deep and 8’ long melamine doors and slam latches over the 4 work stations 4 white boards front of each work station.	2		0.00T
Work bench Desk top approximately 14’ front room	1		0.00T
Parts Stand up height counter with base storage cabinet under	1		0.00T
Paneling White aluminum panels (Interior walls and ceiling)	23		0.00T
Cabinet Base Cabinet Base for under counter refrigerator approximately 40" tall x 24" long 24 deep	1		0.00T
Cabinet Upper Overhead cabinet approximately 16" tall face 12" deep and 2’ long melamine doors and slam latches	1		0.00T
Parts Partition wall with TV mount	1		0.00T
6V Battery (T-105 Plus)	4		0.00T

ACTIVITY	QTY	RATE	AMOUNT
6V Battery, FLD, 225AH, 447RC, ELPT, FLIP			
Battery Box, 6V Single Battery Box	4		0.00T
Power Converter 60 Amp Power Converter	1		0.00T
Parts 3000 watt inverter	1		0.00T
Generator 7K Gas, EVAP ONAN Gas Generator 7K 120/240 V with remote start and hour meter fuel level gage.	1		0.00T
Generator compartment Sealed and insulated compartment with access door	1		0.00T
Fuel System 40 gallon ECI tank with the fill on the driver side, gage inside	1		0.00T
110V System 110V System includes 4 outlets panel and power inlet 50A with 100Amp panel 4-4' LED 110V lights	1		0.00T
Parts Refrigerator under counter 110v style NO freezer	1		0.00T
Parts Internet hot spot (TBD)	1	0.00	0.00T
A/C Dometic Brisk 13.5k Brisk 13.5k Heat pump and Cooling Unit, White	2		0.00T
A/C Ceiling Assembly 13.5k, Single Zone, White Air Distribution Box, Ceiling Assembly, White	1		0.00T
Parts 11" light bar inrecessed bucket Pit side at entry door height	2		0.00T
Parts 11" light bar in recessed bucket driver side at entry door height	2		0.00T
Parts 11" light bar in recessed bucket driver side at entry door height	2		0.00T
Parts Add 4 to equal 6 Interior lights Peterson style flush in the 45 upper angles	4		0.00T
Parts Entry door step	1		0.00T
Parts Roof mounted light pole power up and down.	1		0.00T
Typical pay schedule Standard pay schedule is 50% initial deposit, 25% of balance when all welding is complete, and balance due when you love your new Ultra Hauler	1	0.00	0.00T

Nappi Fabrication Designs

ACTIVITY	QTY	RATE	AMOUNT
Bank of the West 4501 E. La Palma Ave. Anaheim Hills CA 92807 Acct 041880576 Routing 121100782			
Registration Fee Registration Fee	1		0.00
Services VIN Verification	1		0.00
DMV Fee DMV Actual Fee	1		0.00
Entry Door 30 x 60 RH hinge	1		0.00T
Tie Down 6000# (890ZN) Tie Down 6000# carts 33 x 63” four carts	8		0.00T
Parts Shorten stand up work space. Move the half wall to make small room bigger.	1	0.00	0.00T
Parts Full wrap utilizing customers supplied ideas and graphics.	1		0.00T
Parts Ramp awning over the ramp door	1	0.00	0.00T

SUBTOTAL	211,989.00
TAX (0%)	0.00
TOTAL	**$211,989.00**

Accepted By _____ Accepted Date

Aly Zimmermann, City Manager

EXHIBIT B

Award Number
12992

1. GRANT TITLE
FY23/24 CTFGP Law Enforcement – Rocklin Police Department

2. NAME OF ORGANIZATION/AGENCY
Rocklin Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Rocklin Police Department

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2023 To: 06/30/2024

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $336,225.00

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Aly Zimmermann
Title: City Manager
Phone: (916) 625-5585

Address: 3970 Rocklin Road
Rocklin, CA 95677

E-Mail: alyz@rocklin.ca.us

07/02/2023
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Evan Robinson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: North 7th Street
Sacramento, CA 95811

E-Mail: ERobinson@chp.ca.gov

07/05/2023
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: C. M. Jones Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: North 7th Street
Sacramento, CA 95811

E-Mail: Catrina.Jones@chp.ca.gov

7/5/23
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Karen Smith
Title: Administrative Analyst
Phone: (916) 799-7438

Address: 4080 Rocklin Road
Rocklin, CA 95677

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district. (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date, they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Rocklin Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee.

Project Description

Our department's project is to educate the public, specifically the middle school and high school students, regarding the dangers of driving under the influence (DUI) or being in a vehicle with a driver under the influence of drugs and/or alcohol. The project also includes enforcing violations of DUI laws by conducting an additional DUI Checkpoint and additional joint agency DUI saturation patrols. The primary focus of this project is to prevent DUI and preserve human life from the dangers from DUI. Rocklin PD's project would utilize a DUI trailer to conduct DUI prevention presentations at not only City of Rocklin Schools but regionally as well (Roseville, Lincoln, Auburn, Loomis, and Placer County). The presentations would include but are not limited to; the use of DUI education pedal carts and goggles, effects/dangers of alcohol and drugs on the human body to middle school and high school aged students (Rocklin PD DRE presenters), presentations to parents of middle and high school students on how to prevent the misuse/abuse of drugs and alcohol. To enforce violations of DUI, Rocklin PD would use a DUI Education and Enforcement trailer to carry the necessary cones, communication equipment, lighting equipment, and supervisory equipment to effectively and successfully run a DUI Checkpoint or DUI Saturation Patrol. The desired outcome is to decrease the amount of DUIs in the City of Rocklin and adjoining regions through education and enforcement.

Problem Statement & Proposed Solution

In the City of Rocklin and local region (Placer County) we currently do not have a consistent law enforcement ran program directed towards the education and prevention of driving under the influence (DUI) at our local middle schools and high schools. The Police Department currently has a trailer that is approximately 20 years old. As a small to mid-sized municipal police agency, we rely on this trailer to educate the public on the dangers of DUI and for the enforcement of those laws during DUI checkpoints. In its current state, the trailer is unable to carry all of the necessary equipment to effectively educate the public on the dangers of DUI and enforce those who violate DUI laws. The trailer has been refurbished before but is unable to under-go another refurbishment. Our community has a high value on its safety of pedestrians and motorists on our public sidewalks and streets. We currently have one dedicated motor officer that tends to the issues of traffic enforcement and facilitating/managing DUI checkpoints and saturation patrols. My proposal to address these issues is to combat the root of DUI which is education and additionally the enforcement of DUI laws violated. With this grant funding, we propose the purchasing of a trailer that is able to haul valuable DUI education equipment (DUI education carts and goggles, mobile DUI education center for presentations at public events and schools and being able to carry social media equipment to further educate the public on a larger scale) and to reinforce that education with enforcement operations. To accomplish the enforcement portion of this project, I propose this trailer also be able to carry the necessary DUI education and enforcement equipment to effectively run a DUI checkpoint and DUI Saturation patrols. We have conducted two recent joint agency saturation patrols and DUI probation compliance checks in recent months with successful numbers. The most recent saturation patrol ran by Rocklin PD in association with a neighboring agency conducted 42 traffic stops in 8 hours resulting in two DUI arrests, one drug arrest, one suspended driver's license citation and 18 traffic citations. Although enforcement is part of this project's solution, education to prevent and reduce DUI will be the primary goal of this project.

The following are DUI arrest statistics for the last five years in the City of Rocklin:

2018:
DUI Collision arrests: 40
DUI arrests (no collision): 74
Total DUI arrests: 114

Schedule A

2019:
DUI Collision arrests: 33
DUI arrests (no collision): 59
Total DUI arrests: 92

2020:
DUI Collision arrests: 28
DUI arrests:44
Total DUI arrests: 72

2021:
DUI Collision arrests: 38
DUI arrests (No collision): 71
Total DUI arrests: 109

2022:
DUI Collision arrests: 39
DUI arrests (No collision): 79
Total DUI arrests: 118

2023 (As of 2/22/23):
DUI Collision arrests: 6
DUI arrests (No collision): 17
Total DUI arrests for the past five years: 528.

The following data is Rocklin PD's underage (Under 21 years old) DUI arrests (As of 2/22/2023):
2018: 9 arrests
2019: 5 arrests
2020: 3 arrests
2021: 8 arrests
2022: 12 arrests
2023: 2 arrests
Total over the past five years: 39 underage DUI arrests.

This data collected has shown our department that more education in showing the dangers of DUI is needed and important in the role of preventing it from DUI occurring in the first place. Therefore, being able to start a program that can and will last a longtime past the grant period to educate our regional youth about dangerous DUI is imperative.

Performance Measures/Scope of Work
For this project the Rocklin Police Department would conduct the following activities using the needed items:

One DUI Education and Enforcement Trailer:

The trailer would be purchased and ordered in the first month of the grant period. The trailer will be used to transport DUI education carts and goggles, cones, DUI education materials, and social media equipment to public and school events to educate the public and students about the dangers of driving under the influence. The goal of the education portion of the project is to increase the advertisement and presentation of the dangers of DUI by conducting educational outreach twice per quarter. This increase in physical advertisement (Trailer, DUI education carts and goggles, in person presentations etc.) would enhance the reduction of DUIs by future drivers attending presentations at regional schools as students. The trailer would also be used and outfitted to assist the Rocklin Police Department in conducting at least two extra joint agency (2-3 agency) DUI saturation patrol per quarter and one additional DUI Checkpoint per year (Currently run two checkpoints per year). The trailer would be able to haul cones and lighting equipment and allow a dispatcher or other police officers the ability to properly communicate DUI education and enforcement information to the public and officers. The quantitative measurement of success would be reducing DUIs in our city by 10% through increased education and high visibility enforcement (Saturation patrols and a DUI checkpoint). Additional awareness about the dangers of DUI would also be spread through stickers and brochures purchased through grant funds.

Schedule A

Purchasing DUI Education Carts and Goggles in the first quarter of the grant period: These carts and goggles would allow students in our local region to experience hands-on what impaired driving looks like and feels like so we can reduce the amount of students driving under the influence and show just how dangerous DUI and the abuse and misuse of drugs and alcohol is to them.

Project Performance Evaluation

During this grant period, Officers conducting DUI education presentations will handout anonymous evaluation sheets asking students what they learned from the presentation, how they can help reduce DUI, and how the presenters impacted their stance on DUI. Officers will also communicate with school staff or other public members requesting DUI presentations the impact it had on their staff and students and how it could be improved and scheduled again. The evaluation sheets would be collected and retained for this grant period. The strategy in capturing quantitative/qualitative data for this project will be to compare the amount of DUI arrests made before the start of the grant period to the DUI arrests made during the first and second quarters of the grant period. Stickers bought through the grant will also be used to handout to students and citizens to increase awareness to the dangers of DUI.

The police department will send quarterly updates as to what project activities have been completed, their perceived effect on the public, and what activities are approaching. Internally and externally, power point presentations will depict the activities completed, their perceived effectiveness in the region/community, and planned or upcoming activities.

Program Sustainability

The goal of obtaining this grant funding is to lay the foundation of an educationally based program towards middle school and high school aged students in the dangers of driving under the influence. After the grant period is over, this department will continue DUI education and prevention outreach at schools using the DUI education and enforcement trailer, DUI education carts and goggles, drug and alcohol misuse and abuse prevention presentations, and social media outreach. The department will also continue to use the trailer that was purchased with grant funds to transport the educational tools necessary in preventing DUI past the grant period and beyond. The trailer will also continue to be used to assist the department in enforcing DUI laws at DUI checkpoints and running successful joint agency DUI saturation patrols which can be funded through other smaller OTS (Office of Traffic Safety) grants. This grant will allow this goal, project and idea to come to fruition and begin a great program of education and enforcement in the region.

Administrative Support

The Rocklin Police Department has successfully administered grants every year since 2019. Our administration and fiscal staff have great experience in managing grants including those from the Department of Homeland Security, the DOJ Bulletproof Vest partnership, Anti-Tobacco grant, and OTS grants. Our Finance Department maintains accounting records and equipment invoices. The records identify and separate grant resources and isolate them from all other transactions. The records contain information that pertains to grant awards and its authorizations, obligations, assets, liabilities, and expenditures. This is done in accordance with the City of Rocklin's standard procurement policies and procedures. It is supported by documents that account for funds expended that are allowable in accordance with the authorized costs defined in the grant agreement.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
12992	Rocklin Police Department	$336,225.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	DUI Education Pedal Carts	$4,000.00
	DUI Education Goggles	$4,725.00
	DUI Education Supplies	$1,000.00
Category Sub-Total		**$9,725.00**
Personnel		
	DUI Saturation Patrols	$10,000.00
	DUI Checkpoint	$10,500.00
	DUI Education Presentations	$6,000.00
Category Sub-Total		**$26,500.00**
Equipment		
	DUI Trailer	$300,000.00
Category Sub-Total		**$300,000.00**

Grant Total	$336,225.00

Schedule B-1
Budget Narrative

Rocklin Police Department

Other Direct Costs

DUI Education Pedal Carts
$4,000.00

DUI Education Pedal Carts:

$880 per cart.

4 carts X $880.00 =$3,520.00 (not including shipping.

DUI Education Goggles
$4,725.00

DUI Education Goggles that simulate a person's vision when under the influence of different amounts of alcohol BAC levels.

x1 Campaign Kit from Fatal Vision= $4,725.00

DUI Education Supplies
$1,000.00

Stickers: Amount-10,000 stickers, bundle total cost of $500 at $.05 per sticker.

Flyers/brochures: Amount- 10,000 units at $.02 per unit, total cost of $205.00

Personnel

DUI Saturation Patrols

$10,000.00
8 Saturation patrols, 2 per Quarter.
2 officers per saturation patrol.
6 hours for officers working a saturation patrol.

Rate of pay: Officer - OT $90/hour
Total: 6 hours X $90 X 2 X 8= $8,640

DUI Checkpoint
$10,500.00

X1 DUI Checkpoint (Per year) at 8 hours operating time at a OT pay rate of $90.00.

8 hours X $90 X 1 checkpoint X 10 officers/Sergeants= $7,200

DUI Education Presentations
$6,000.00

8 DUI education/prevention presentations, 2 per quarter.

Schedule B-1
Budget Narrative

Rocklin Police Department

2 officers per presentation.

3 hours per presentation at the rate of pay at OT- $90.00

8 hours X$90X 8 Presentations X 2 Offices =$4,320

Equipment

DUI Trailer
$300,000.00

X1 DUI Trailer with the ability to carry and transport the DUI education pedal carts, goggles, already owned social media equipment to schools and other public events to educate the public the dangers of DUI.

DUI Trailer that is purchased as an all-inclusive package (outlets, mounted generator, AC/heat,etc) that can carry and transport the necessary and already owned cones, lighting equipment, signs, communication equipment for DUI checkpoints and saturation patrols.

x1 All-inclusive DUI Trailer =Estimated $200,000 to $300,000.

From: Faustino, Michael@CHP <Michael.Faustino@chp.ca.gov>
Sent: Friday, August 4, 2023 10:52 AM
To: Karen L. Smith <Karen.Smith@rocklin.ca.us>
Subject: RE: City of Rocklin Police Department: Cannabis Tax Grant

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

confirmed

From: Karen L. Smith <Karen.Smith@rocklin.ca.us>
Sent: Tuesday, August 1, 2023 10:17 AM
To: Faustino, Michael@CHP <Michael.Faustino@chp.ca.gov>
Cc: Matt McClure <Matt.McClure@rocklin.ca.us>; Alex Flanders <Alex.Flanders@rocklin.ca.us>
Subject: City of Rocklin Police Department: Cannabis Tax Grant

Warning: This email originated outside of CHP. Do not click links or attachments unless you recognize the sender and know the content is safe.
Hello Michael,

Thank you for taking my telephone call today to discuss the procurement terms regarding the purchase of the DUI Education and Enforcement Trailer for the City of Rocklin Police Department.
We are excited to be awarded these funds and eager to roll the program out for educational purposes.

The City will follow its procurement policies and will stay within the awarded budgeted amount of up to $300,000 for the trailer, but we want to ensure that the grantor has no objection if the City uses a limited/sole source exception as opposed to a full sealed bid process due to the time constraints. We did obtain multiple bids for the same/similar trailer with costs all being equal, we are focused to select a vendor who can build and deliver the trailer within the prescribed timelines.

I have included Officer Flanders to keep him updated on the purchase process as well as Matt McClure, Fleet Supervisor, who will be responsible for effecting the final purchase of the trailer and registration.

Thank you,

Karen Smith, CPA
Administrative Analyst
Rocklin Police Department
4080 Rocklin Road | Rocklin, CA 95677
(916) 625-5356 (Cell) (916) 625-5401 (F)(916)625-5400 (Main)
www.rocklin.ca.us

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchase of Crime Scene Investigation Van

Date: September 12, 2023

Submitted By: Juatin 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 and Authorizing the Purchase of One (1) Sentry Transit Crime Scene Investigation (CSI) Van from Gerling and Associates, Inc. and Authorizing the City Manager to Execute the Necessary Purchase Documents.

Background:
The purchase of one CSI Van was included in the Fiscal Year 2023/24 Annual Budget approved on June 27, 2023 (Resolution No. 2023-109). This is a specialty equipment purchase, not readily available through traditional fleet vendors. To purchase this unique vehicle, staff intends to utilize the Ramsey/Washington Suburban Cable Commission Contract No. 1302. This program provides government agencies access to contracts awarded through competitively bids and public solicitations. The creation of these contracts involves a competitive bid process, enabling member entities to leverage these established agreements. This eliminates the necessity for a separate RFP/Bid Process and allowing the City to move quickly to secure services and equipment.

Rocklin Municipal Code Section 3.04.090 (D) allows for the City to piggyback contracts, provided those contracts have been awarded through a competitive process by other agency within the past twelve months. Therefore, staff recommends City Council approval to purchase one (1) Sentry Transit CSI Van at a total cost of $156,456, utilizing Ramsey/Washington Suburban Cable Commission Contract No. 1302.

Fiscal Impact:
The cost of purchasing one Sentry Transit CSI van of $156,456, which exceeds the budgeted amount of $150,000. The remaining funds will be covered by anticipated cost savings in the Police Department budget.

ATTACHMENTS:
1. Resolution - CSI Sentry Van Purchase

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) SENTRY TRANSIT CRIME SCENE INVESTIGATION (CSI) VAN FROM GERLING AND ASSOCIATES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY PURCHASE DOCUMENTS

WHEREAS, the funds for the Crime Scene Investigation (CSI) vehicle were included in the FY 2023/24 Budget that was approved by the City Council on June 27, 2023 (Reso. 2023-109); and

WHEREAS, staff has determined that it is in the City's best interest to purchase the equipment/vehicles building through the Ramsey/Washington Suburban Cable Commission Contract #1302 that provides government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services; and

WHEREAS, Pursuant to Rocklin Municipal Code Section 3.04.090 under C-Cooperative purchasing/procurement and D-Piggyback purchasing which allow for the City to enter into cooperative purchasing and/or piggyback purchasing without separate competitive bidding by the City; and

WHEREAS, the cost of purchasing Sentry Transit CSI van of $156,456, which exceeds the budgeted amount of $150,000. The remaining funds will be covered by anticipated cost savings in the Police Department budget.

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

Section 1. The City Council authorizes the purchase of one (1) CSI Van from Gerling and Associates, Inc.

Section 2. The City Council hereby approves and authorizes the City Manager to purchase the equipment/vehicles incorporated herein by this reference.

PASSED AND ADOPTED this 12th day of September, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A



Sentry Transit CSI Van

Specification Summary

Submitted by:
Scott Palazzola
Gerling & Associates, Inc.
200 Kintner Pkwy.
Sunbury, Ohio 43074 USA
614-301-3648

June 7, 2023

Issued To: Rocklin PD
Attn: Rustin Banks
Address:
Phone/Email:

Gerling Sentry Class
CSI Van

Scope of Work

1.0 Overall Scale: Chassis and Operations Enclosure

1.1 Vehicle Dimensions

- Overall length 264”
- Height 115”
- Width 96”

1.2 Chassis Specifications

Ford Transit High Roof Extended Length Cargo Van
3.5L PDFi V6 - Gasoline
10-speed automatic Selectshift® with overdrive
GVWR 11,000 lbs.
Tires: LT235/65R16, 6 each (Dual rear wheels)
Wheels 16” Steel with black hubcaps
Dual bucket seat
Monotone paint application
220-Amp heavy duty alternator
Tinted windows
Back up alarm
Radio AM/FM
Cruise control
25 gallon fuel tank
Backup Camera

2.0 Chassis Weight and Axle Loading

- Overall GVWR 11,000 LBS

Body and chassis shall be in compliance with legal weight limits and transportation regulations on all public highways. No Commercial Driver’s License shall be required.

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3.0 Exterior Doors



- **Sliding personnel door (side entrance), Dual Access Cargo Doors (rear)**

4.0 Exterior Functional

4.1 Operations Lighting



- **Scene Lighting**
  - Provide and install three (3) 12v LED recessed scene lights
  - Locate one (1) each side of Vehicle, one (1) unit's rear

4.2 Electric Awning

- Provide and install one (1) electric awning, approximately 14ft with internal support arms

4.3 Exterior Monitor

- Provide and install one (1) weatherproof exterior monitor enclosure with wall mounted 43" monitor and power/HDMI connections. Includes small I/O for TBD additional connectors.

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5.0 Interior Construction: Methods and Materials

Final layout and determination of operations area to be designed by Client and Gerling & Associates upon engineering meetings to ensure that Client specifications and particular needs are met

5.1 Interior Frame Construction

- Floor to be constructed of 3/4" Featherply
- Ceiling to be constructed of 3/8" Featherply
- Interior Sidewalls to be constructed of Featherply

5.2 Fit and Finish

- Floor covering shall be Lonseal Loncoin Raised Dot Flooring
- Walls and ceiling shall be covered with embossed FRP or Carpet
- Colors to be determined by customer

5.3 Interior Lighting

- All lighting for operations shall consist of LED lights
- Provide and install eight (8) surface mount 6" Red/White LED combo fixture

5.4 Operations Area



- Provide and install the following cabinetry. All aluminum construction with positive locking latches:
  - (1) Floor to ceiling double-door closet with adjustable shelves. Approx. 36" W
  - (2) 7-drawer storage. Approx 36"W
  - (4) Double-door wall storage. Approx. 36"W
  - (1) Overhead cabinet. Approx. 48" W
- Provide and install 6 liner feet of worksurface with laminate top
- Provide and install two (2) wall mounted 43" montiors above the worksurface
- Provide and install one (1) 4x4 HDMI matrix wired to 3 displays and 3 input ports
- Provide two (2) operator chairs with tie downs to secure
- Provide and install up to six (6) 120V (location TBD in design review)
- Provide and install one (1) combination smoke/carbon monoxide detector
- Provide and install one (1) 5lb ABC fire extinguisher

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6.0 Air Conditioning and Heating

6.1 AC/Heating System

- Provide and install one (1)13,500 BTU Low Profile rooftop air conditioning unit with integral heat strip

6.2 Roof Vent Fan

- Provide and install one (1) roof vent fan 3-speed, reversible, 12 VDC operation

7.0 Electrical System



7.1 Gerling Power System

7.1.1 Power Source

- The Vehicle shall have a **50A power system** and shall be capable of being powered by means of:
  - Shore power source
  - Generator

- **One lot breaker system**
  - Potter Brumfield W91 series breaker for equipment ten (10) each
  - Shall reside in custom aluminum panel, anodized black with laser etched labeling
  - Integrated in G&A Power Kiosk design

7.1.2 Power Entrance and Monitoring

- **Engineering with customer to develop power system to ensure the system's compatibility with the required venues.**

- **Digital meters by Blue Sea shall be provided and installed on panel in vehicle interior, allowing monitoring during operations of:**
  - **Amperage, Voltage, Cycle**

- Supply and install one (1) 25' shore power cables, Type SOW, all connectors Hubbell / shore Inlets
  - Supply and install Hubbell Twist-lock power input connectors

7.1.3 Transmission and Termination

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- **All Electrical wiring to utilize THHN insulated stranded copper wire**
  - **All Electrical wiring to be numbered ends and length in strict accordance to "as-built" drawings which shall be provided to the Client**
  - **All Electrical wiring shall be dressed in accordance with highest industry standards**
  - **All wire runs shall be routed through EMT and flexible conduit**

- Provide and install Hubbell **wall receptacles in Operations Interior**
  - Receptacles powered by the Technical leg shall be white in color, and complete with grounding to technical ground system
  - Receptacles powered by the Environmental leg shall be ivory in color
  - These outlets shall be located in areas specified by the Client in Engineering meetings with Gerling and Associates such that specific Client needs are met
  - All cable to meet NEC & MEMA RV codes when applicable

- Provide and install one (1) Hubbell GFI protected weatherproof duplex outlets, *location and number to be determined by the Client*.

7.1.4 Grounding

- **Grounding** of the technical equipment within the vehicle shall follow standard grounding practices

7.1.5 Low Voltage System

- A **12V DC system** shall be provided and integrated
  - Power Source for 12v DC shall be two (2) Group 27 deep cycle batteries to be housed in a vented, anti-corrosive enclosure. These batteries are in addition to and separate from the chassis batteries.
  - Provide one IntelliCharger 80 amp charger

  - The DC distribution system will be fully fused and will power:

    - Interior lighting, activated by a mechanical timer located at personnel door such that interior DC powered devices will not be unintentionally left running
    - The strike or set-up lighting system

7.1.6 Night Service

- Charging system to recover battery group
- 115V input

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8.0 Generator

- Provide and install one (1) 7kW Cummins Quiet Gasoline Generator to include the following:
    - Quiet Gasoline Generator
    - Shall include Remote start/kill switch
    - Gerling Quiet-Pak Enclosure
    - Shall be equipped with manual transfer switch

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Sentry Transit CSI Van

G&A STANDARD TERMS	FOB	ESTIMATED COMPLETION
30% Upon Order 30% Upon Chassis Arrival Balance due at acceptance	Factory	120 Days upon receipt of chassis

Preliminary Pricing **$156,456.00**

OPTIONS

1	Customer provided chassis	-$59,250.00
2		
3		
4		

Includes:

- **All Systems Schematics**
- **One (1) year manufacturer comprehensive warranty including defects in workmanship and material**
- **Individual components will be covered by its own manufacturers limited warranty**

Proposed by:_____ / /23
Fred Gerling
Gerling & Associates, Inc.

Accepted by: _____ / /23
Aly Zimmermann, City Manager

This Confidential Quotation is effective for 30 days.

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GERLING & ASSOCIATES, INC. ADDITIONAL TERMS/CONDITIONS

Deposit/Down Payment:
The 30% deposit is required to initiate your order is a payment made in good faith to commission the work. A second 30% deposit is required upon the receipt of the chassis; or the completion of the trailer metal construction group, whichever is applicable to your project. These deposits are required due to the highly customized nature of all projects manufactured by Gerling and Associates.

Upon request of the return of this deposit, the following terms shall govern that transaction

- Gerling and Associates, Inc. will return the deposit as paid less the following expenses.
  - The cost of engineering invested in the project to the point of the order cancellation, provided construction has not commenced at a term of net 30 days.
  - If construction is under way, the funds to be returned will be less the costs incurred to date of cancellation.
  - If construction is under way, the funds to be returned will be less the cost required to place the project, as is, with another client, including any and all remanufacturing costs associated with customizing the project to the requirements of the new customer.
  - Funds required to market the project to be paid once the new owner is under contract.

Delivery:
If your purchase agreement with Gerling and Associates includes a delivery penalty; specifically, a credit to be issued against the final acceptance total, the following terms and conditions will apply:

- The day count is business days (6/week) and will begin on the day the full security deposit (30% of total transaction) arrives at Gerling and Associates. NO penalty fee will be charge for Sundays.
- Gerling has the option to stop work if the second 30% down payment has not been received within 5 days of invoicing. The penalty date will be postponed one day for every day that the second deposit is delayed. All such postponements are cumulative
- A schedule of dates, delineating when milestone decisions by the client will be required, shall be forwarded to the client within 10 days of the security deposit being received by Gerling & Associates. This schedule will include milestone dates upon which the delivery schedule has been based, and will include dates where Gerling Engineering will require information from the client. The penalty date will be postponed one day for every day that any of these client milestone dates are delayed. All such postponements are cumulative.

In the extremely unlikely event that an “act of God” (natural disaster, etc.) requires the construction facilities of Gerling and Associates to be closed will postpone the penalty date for every day the manufacturing facility is closed.

Completion Date:
The completion date quoted is the promised date upon which the unit will be completed to the specifications set forth per and described in the contract. This completion date represents the time at which the unit shall be ready for inspection and final payment by the client. This date is carefully formulated by the Gerling & Associates Production Department. It is based upon a milestone schedule composed of dates upon which a timetable of design and engineering decisions must be made in order meet the promised completion date. The completion date may be extended due to delays in engineering decisions.

This policy is in effect in order to ensure that Gerling & Associates can offer our clients the best possible pricing at the outset of each project.

Weight Commitments:
In regard to quoted weights, weight projections are a weight estimate based upon G&A’s experience and history of like product. All weights at project acceptance are to be weighed as built less all loose items. Should the contract stipulate weight guarantees, the guaranteed weight and any penalty attached will be clearly detailed in the body of the agreement.

Acceptance Location:
Unless otherwise specifically stated, the final acceptance shall take place at Gerling & Associates, Inc. Sunbury, Ohio Facility. The authorized representative’s signature at the final acceptance constitutes acknowledgment that items delivered comply with specification. Latent or hidden defects are covered under Gerling & Associates, Inc. warranty statement.

Units not accepted within seven (7) business days of established completion date subject to carrying fee of .125% per day, for each day, until date of final unit acceptance and payment, inclusive.

Acceptance is finalized by either the customer’s signature of acceptance or the receipt of payment in full or both.

Taxes:
Prices quoted are exclusive of all applicable taxes, duties and insurance, titles and registration fees.

The above proposal and accompanying information is considered proprietary and may not be reproduced, redistributed, or otherwise disseminated, in part or unabridged, without the expressed written consent of Gerling and Associates, Inc.

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EXHIBIT B

JOB# 1302



Transit Extended Full Production Vehicle

Configuration Prepared For
The Ramsey/Washington Suburban Cable Commission
EFP Vehicle 2023-01
Offer Due Date: March 9, 2023 @ 1:00 PM

Submitted by:
Fred Gerling
Gerling & Associates, Inc.
200 Kintner Pkwy.
Sunbury, Ohio 43074 USA
(740) 965-2888

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EFP VEHICLE SPECIFICATIONS FOR PROPOSAL 2023-01
Ramsey/Washington Suburban Cable Commission

General Specifications

Warranty

Chassis: The Contractor shall furnish a warranty of 12,000 miles or 12 months as a minimum and shall promptly replace or repair defective material, parts, workmanship, and/or inadequate design at no cost to the Commission. The Contractor shall furnish free pickup and delivery for equipment that is inoperable and covered by warranty. Pickup to be accomplished with 24 hours of notification for any vehicle or equipment such warranty work, excluding Sundays and legal holidays.

Equipment: Original manufacturer's warranties must be included with the bid proposal.

A. The vehicle and/or equipment called for herein shall be a new, currently advertised standard production model incorporating all of the latest changes and features, including those called for herein.
B. Vehicles and or equipment shall meet all Federal safety standards including those mandated by OSHA, noise level requirements, and ICC requirements.
C. To facilitate comparison of proposals and to provide a means of checking adherence to the specifications detail, each bidder shall submit with his/her proposal descriptive literature. Where the equipment bid differs from the specifications detail set herein, a list of variations shall also be submitted on the form provided. Where variations are not cited it shall be assumed that the bidder proposed to meet all the requirements of the specifications.
D. All brand names used in these specifications are intended to be used as examples of the type of quality considered acceptable. A bidder may substitute a brand of equal or higher quality; however, the decision of quality of substitute rests with the Commission.

Delivery Price Option

Bidder shall quote the delivered price. The vehicle/equipment called for hereunder shall be delivered to the Ramsey/Washington Suburban Cable Commission 2460 East County Road F White Bear Lake, MN 55110.

Delivery Date

Bidder shall indicate on the attached proposal form the number of calendar days after receipt of order/deposit by which time the vehicle/equipment shall be delivered to the Commission.

Final Payment

Final payment will be made at the time of pick up or delivery. The Commission reserves the right to accept or reject all other payment methods. Other payment requirements must be listed on the Deviations page.

Manufacturer's Specifications

A complete set of manufacturer's specifications and illustrated descriptions for all equipment must be furnished with each bid.

Licenses

The Commission shall obtain its own vehicle license, but the vendor must supply the Commission with the necessary papers properly completed and signed to enable the Commission to secure each license and/or title.

Training of Operator

Bidder must provide a factory representative to train one or more Commission employees in operation of the vehicle and systems.

Intent of Specifications

It is the intent of these specifications to obtain bids and proposals for a TV production van. Mobile production vehicle vendors may provide a list of options with option pricing or multiple proposals with individual proposal pricing.

Errors and Omissions

The bidder shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications, the bidder shall promptly notify the Commission of such error or omission. Inconsistencies in the specifications are to be reported before the bids are received. **ALL DEVIATIONS FROM THE BID SPECIFICATIONS MUST BE NOTED ON THE FORM PROVIDED**.

Road Test

After construction is complete the vehicle will undergo a road test and thorough electrical and mechanical inspection.

Summary Specifications

Requirements Include:

- Ford 2023 Transit High Roof Cargo Van **or**
- Mercedes Sprinter Model 3500 extended
- I/O bay with doors (See 3.1 below)
- Leveling system
- Full DC exterior strike light group
- Custom interior
- Full interior fit and finish
- Full equipment rack system
- Full interior lighting system
- One (1) or Two (2) 15,000 BTU air conditioning system
- 8.0-15.0 kW generator (PTO preferred)
- Full 50- 100 amp power system
- Full meter group
- 50' shore power cables
- 12V DC system with battery and charger
- Roof work surface (minimum 4’x5’)
- Roof safety railing and access ladder (OSHA approved)
- Body warranty
- Conversion warranty
- Full as built documentation
- Service and maintenance

Rack Ready Vehicle Detailed Specifications

1.0 Overall Scale: Chassis and Operations Enclosure

1.1 Chassis Specifications

▪ Ford 2023 Transit High Roof Cargo Van 2WD, Dual Rear Wheels, 10,360 lbs. GVWR

or

▪ Mercedes Sprinter Model 3500 2WD, Extended Body and Dual Rear Wheels, 170" Wheelbase.

2.0 Chassis Weight and Axle Loading

Body and chassis shall be in compliance with legal weight limits and transportation regulations on all public highways. No Commercial Driver’s License shall be required. No special permits shall be required for travel on any public highway.

2.1 Internal Bulk Head

▪ Provide one (1) bulkhead wall between driver/passenger seating and production room

3.0 Exterior Doors

▪ Sliding personnel door (side entrance), Dual Access Cargo Doors (rear)

3.1 Dual Stage I/O Door

▪ Standard internal 19” rack for mounting panels/equipment
▪ Minimum 8 rack units, prefer 12+ rack units

4.0 Exterior Functional

4.1 Exterior Lighting

4.1.2 Clearance Lighting

- All clearance lights as required by all road Regulation shall be supplied and installed for the DOT standards
- Any required reflective strips shall be supplied

4.1.2 Operations Lighting

▪ Strike Lighting

- Provide and install three (3) 12v LED strike lights
- Locate one (1) each side of Vehicle, one (1) unit’s rear
- Lights should be powered by internal battery and/or charger

5.0 Interior Construction: Methods and Materials

5.1 Operations Area Construction

Final layout and determination of production area to be designed by Commission and Company upon engineering meetings to ensure that Commission needs are met

5.1.1 Supply Main Operations/Production Room

with at least 4 locations for Director, Graphics Operator, Replay Operator, and Audio Operator

▪ Equipment racks with power strips

5.1.2 Fit and Finish

▪ Vendor provide details of floor and wall coverings in proposal

5.1.3 Interior Lighting

There shall consist of two separate lighting systems:

▪ Work lights- Bright lights to assist in set up
- Two separate sections, controlled individually: Front and back

▪ Running lights- Dimmable, aimable lights to use during production.
- Separate, dimmable sections based on layout.

6.0 Environmental Control

6.1 Insulation

▪ Insulation on walls in concert with forced-air Air-Conditioning system shall provide environmentally secure environment

▪ Provide and install full thermal insulation on outer walls, floor, doors and ceiling

6.2 Air Conditioning

▪ Supply and install one (1) 15,000 BTU, 120V Rooftop air conditioning unit

▪ Add Optional price for 2nd 15,000 BTU, 120V Rooftop air conditioning unit

6.3 Heat

▪ 120V Rooftop air conditioning unit shall contain one (1) “chill-chaser” heat strip

▪ Additional electric heating unit shall be installed in production area

7.0 Electrical System

7.1 Power System

7.1.1 Power Source

▪ 50-100 amp Single Phase

▪ The Vehicle shall be powered by means of a **50-100A power source** and shall be capable of being powered by means of:
- Shore power source or included generator

▪ System shall provide two completely separate legs of AC;
- Technical, which shall be regulated and power all baseband and television production equipment
- Environmental, which shall power lighting, air conditioning, and heat

- include breaker for equipment
- include breaker for each environmental system application

7.1.2 Power Entrance and Monitoring

▪ Meters by shall be provided and installed on panel in vehicle interior, allowing monitoring during operations of:

- Amperage for technical and environmental
- Voltage for technical and environmental
- Frequency

7.1.3 Transmission and Termination

▪ All Electrical wiring to utilize insulated stranded copper wire

- All Electrical wiring to be numbered ends and length in strict accordance to “as-built” drawings which shall be provided to the Commission
- All electrical wiring shall be dressed in accordance with highest industry standards

▪ Provide and install wall receptacles in Operations Interior

7.1.4 Grounding

▪ Grounding of the technical equipment within the vehicle shall follow standard grounding practices

7.1.5 Low Voltage System and Inverter/Charger

▪ A **12V DC system** shall be provided and integrated

- Power Source for 12v DC shall be one deep cycle battery to be housed in a vented, anti-corrosive enclosure. This battery is in addition to and separate from the chassis battery.
- Provide one proper size amp charger
- The DC distribution system will be fully fused and will power:

7.2 Night Service

▪ Charging system to recover battery charge
▪ 115V input

9.2 Generators

9.2.1 Generator Specs

- Provide and integrate one 8 - 15.0 kW generator (depending on power needs for 1 or 2 AC units)
- Vehicle engine generator (PTO) style preferred

9.2.2 Generator Enclosures

- For non PTO option, the generator shall be mounted in enclosure to ensure 58dB interior noise level

10.0 Roof Work Surface (*price as an option)

10.1 Roof Safety Railing

- A minimum 42" high roof safety railing to meet OSHA standards will be provided to surround the work surface on the roof (exact size to be determined in engineering meetings - minimum size 4’ x 5’)
- The roof safety railing must be collapsible for roof storage, and to maintain 12' clearance for travel

10.2 Roof Access Ladder

- An aluminum ladder meeting OSHA standards will be provided for access to the roof

DEVIATIONS

ITEM	SPECIFIED BY COMMISSION	SUBMITTED BY BIDDER
Final Payment	Final payment will be made at the time of pick up or delivery	Gerling Standard Terms are: 30% Down Payment with order; 30% Due upon receipt of chassis; Balance due Ex-Works Gerling and Associates

PROPOSAL FOR RACK READY EFP VEHICLE

To be opened on March 9, 2023 at 1:00 p.m.

Name of Company Gerling and Associates, Inc.

Address 200 Kintner Pkwy.

City and State Sunbury, Ohio

Contact Person Fred Gerling

Telephone/Email 740-965-2888

Authorized Signature _____

For the furnishing and delivery of the EFP Vehicle to the Ramsey/Washington Suburban Cable Commission, 2460 East County Road F White Bear Lake, MN 55110 in accordance with the attached specifications which were submitted with this proposal and upon which this proposal is made.
Do not include state sales tax.

Total Bid for Rack Ready EFP Vehicle as Specified (include any additional option prices in your detailed proposal):

$ 169,740.00 RACK READY- includes delivery to MN

Payment Terms:

30% Due With Order, 30% Due upon reciept of chassis; Balance Ex-Works Gerling and Associates

Number of calendar days to delivery from order: 100 Upon Receipt of Chassis

The undersigned certifies that the firm submitting this bid did not act in collusion with any other firm or person submitting a bid on the same equipment so as to fix or in any way affect the respective amounts bid. The vendor also certifies that he/she complies with the standards of Equal Employment Opportunity and anti-discrimination as cited in the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, and the Minnesota Human Rights Act (where applicable).

State firm's full legal name Gerling and Associates, Inc.

Signature _____

Incorporated in the State of Ohio

March 7, 2023

The Ramsey/Washington Suburban Cable Commission
EFP Vehicle 2023-01

Proposal for Construction of Gerling Transit Extended Full Production Vehicle

Rack Ready Vehicle Point by Point Description

1.0 Overall Scale: Chassis and Operations Enclosure

1.1 Vehicle Dimensions

1.2 Chassis Specifications

- Ford 2023 Transit High Roof Cargo Van, DRW, 10,360 lbs. GVWR
- 3.7L Ti-VCT V6 Engine
- 6-Speed automatic transmission
- GVWR 10,360 lbs.
- Tires: LT235/65R16, 6 each (Dual rear wheels)
- Wheels 16” Steel with black hubcaps
- Dual bucket seat
- Monotone paint application
- Color white
- Back up alarm
- Radio AM/FM/Bluetooth
- 26 gallon fuel cell

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2.0 Chassis Weight and Axle Loading

- Overall GVWR 10,360 LBS.

Body and chassis shall be in compliance with legal weight limits and transportation regulations on all public highways. No Commercial Driver's License shall be required. No special permits shall be required for travel on any public highway.

- Estimated Delivered Weight with Equipment 9,400 LBS.

2.1 Internal Bulk Head

- Provide one (1) bulkhead between driver/passenger seating and production room
- Feather ply wall system
- Carpet trim group

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3.0 Exterior Doors

- **Sliding personnel door (side entrance), Dual Access Cargo Doors (rear)**



3.1 Dual Stage I/O Door

- 22” (19” internal) high
- Top door 12” high
- Lower door 4” high
- Securing FurgoCar latching
- Ice breaker operation



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4.0 Exterior Functional

4.1 Exterior Lighting

4.1.2 Clearance Lighting shall be provided and installed
- All clearance lights as required by all road Regulation shall be supplied and installed for the Nation of usage
- Any required reflective strips shall be supplied

4.1.2 Operations Lighting



- **Strike Lighting**
  - Provide and install three (3) 12v LED strike lights
  - Locate one (1) each side of Vehicle, one (1) unit's rear
  - Lights charged by battery charger

4.2 Leveling Jacks

- Provide two (2) rear manual scissor jacks

4.3 Rooftop Platform & Ladder

- Provide and install one (1) 4x5 rooftop platform
- Ladder mounted to rear cargo door
- Collapsible roof safety railing system

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5.0 Interior Construction: Methods and Materials

General:

Layouts included in this proposal are representative of the scope of the production interior that is to be included in this package

Final layout and determination of production area to be designed by Client and Gerling & Associates upon engineering meetings to ensure that Client specifications and particular needs are met

5.1 Interior Frame Construction

- **All interior construction shall be fastened to .125" T-6061 Aluminum Alloy joists and interior members**
- Floor to be constructed of 3/4" Featherply
- Ceiling to be constructed of 3/8" Featherply
- Interior Sidewalls and Bulkheads to be constructed of Featherply
- All freestanding interior walls to be constructed of 3/8" Featherply



5.3 Operations Area Construction

Layouts included in this proposal are representative of the scope of the production interior that is to be included in this package

Final layout and determination of production area to be designed by Client and Gerling & Associates upon engineering meetings to ensure that Client specifications and particular needs are met

5.3.1 Supply and appoint main **Operations/Production Room**

- One (1) Rack floor to ceiling with two (2) plug strips
- Supply and install custom specified rack
- Custom manufacture main operations desk surface console attached
- Four (4) seating positions, Director, Replay, Graphics and Audio Mix



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Above to be configured in engineering meetings with Client

5.3.2 Fit and Finish

- **All Custom Manufactured Furnishing will be custom milled, prepared, and finished in house**

- Floors covering shall be Endura .125” rubber panels, pattern and color to be determined by Client

- All exposed tabletops and console surfaces covered with 3mm horizontal-grade Formica, color to be determined by Client

- Front edge of all consoles shall be fitted with edging consisting of oak bull nose

- Walls and ceiling shall be covered with Beulieu Mills “AutoTough” Auto/Marine carpeting

    - Rubber-backed AutoTough carpet provides R1 increase in wall insulation
    - AutoTough carpet will not “unravel” in the manner of tightloop carpet
    - Color to be determined

5.3.3 Interior Lighting

- All lighting for operations shall consist of dimmable, swivel eyeball task lights
    - Each bank of lights shall be on an individual, dimmable circuit
    - Lighting shall operate on either DC via provided inverter, or shore AC.
    - Provide and install additional fluorescent lighting for rack maintenance

- LED lighting shall be provided for setup purposes (12v DC), yet shall be available during operations 4 units
- LED ambient task lighting, dimmer controller

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6.0 Environmental Control

6.1 Insulation

- Insulation factor on walls of R14 in concert with forced-air Air-Conditioning system shall provide environmentally secure environment

- Provide and install full thermal insulation on outer walls, floor, doors and ceiling
    - Insulation to be Blue Dow 2” Owen Corning Polystyrene
    - Includes continuous vapor seal
    - PolySeal foam to ensure vapor-tight insular seal

- Insulation factors as follows: **R14 walls, R14 ceiling, R14 floors, R9 doors, and R2 door seals**

6.2 Air Conditioning

- **Supply and install one (1) 15,000 BTU, 120V Coleman Mach III Rooftop air conditioning unit**

6.3 Heat

- Coleman Mach III unit shall contain one (1) “chill-chaser” heat strip

- **Supply and install one (1) Pic-A-Watt heater**

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7.0 Electrical System

7.1 Gerling Power System

7.1.1 Power Source

- **50 amp Single Phase**

- The Vehicle shall be powered by means of a **50A power source** and shall be capable of being powered by means of:
    - Shore power source
      Or
    - Optional generator with manual transfer switch

- **System shall provide two completely separate legs of AC;**
    - **Technical, which shall be regulated and power all baseband and Television Production Equipment**
    - **Environmental, which shall power all lighting, air conditioning, and heat**

- **One lot breaker system**
    - Potter Brumfield W91 series breaker for equipment
    - Potter Brumfield W91 series one for each environmental system application
    - Shall reside in custom aluminum panel, anodized black with laser etched labeling
    - Integrated in G&A Power Kiosk design

7.1.2 Power Entrance and Monitoring

- **Engineering with customer to develop power system to ensure the system's compatibility with the required venues.**

- **Digital meters by Blue Sea shall be provided and installed on panel in vehicle interior, allowing monitoring during operations of:**
    - **Amperage**
    - **Voltage**
    - **Cycle**

- Supply and install one (1) 50' shore power cables, Type SOW, all connectors Hubbell / shore Inlets
    - Supply and install Hubbell Twist-lock power input connectors

7.1.3 Transmission and Termination

© 2023 Gerling & Associates, Inc.

- **All Electrical wiring to utilize THHN insulated stranded copper wire**
  - **All Electrical wiring to be numbered ends and length in strict accordance to "as-built" drawings which shall be provided to the Client**
  - **All Electrical wiring shall be dressed in accordance with highest industry standards**
  - **All wire runs shall be routed through EMT and flexible conduit**

- Provide and install Hubbell **wall receptacles in Operations Interior**
  - Receptacles powered by the Technical leg shall be white in color
  - Receptacles powered by the Environmental leg shall be ivory in color
  - These outlets shall be located in areas specified by the Client in Engineering meetings with Gerling and Associates such that specific Client needs are met

- Provide and two (2) install Hubbell GFI protected weatherproof duplex outlets, *location to be determined by the Client*.

7.1.4 Grounding

- **Grounding** of the technical equipment within the vehicle shall follow standard grounding practices

7.1.5 Low Voltage System and Inverter/Charger

- A **12V DC system** shall be provided and integrated
  - Power Source for 12v DC shall be one (1) Group 27 deep cycle batteries to be housed in a vented, anti-corrosive enclosure. These batteries are in addition to and separate from the chassis batteries.
  - Provide one IntelliCharger 60 amp charger

  - The DC distribution system will be fully fused and will power:

    - Interior lighting, activated by a mechanical timer located at personnel door such that interior DC powered devices will not be unintentionally left running
    - The strike or set-up lighting system

7.2 Night Service

- Charging system to recover battery group
- 115V input

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Transit EFP Totals

Terms: 30% DOWN PAYMENT WITH ORDER; 30% DUE UPON RECEIPT OF CHASSIS; BALANCE ACCEPTANCE EX-WORKS G&A

Total Base Unit	**$166,105.00**
Delivery to White Bear Lake, NM	**$3,635.00**
TOTAL WITH DELIVERY	**$169,740.00**

DELIVERY:
100 Days after receipt of chassis to Gerling and Associates

OPTIONAL:

1. 12kVA Onan generator
   - o Gerling quiet pack
   - o Critical muffler system
   - o Sound isolation — **Add $19,200.00**

OR

2. MEPS 8.0kW Transit engine driven generator
   - o Fast idle 1100 RPM
   - o Full 8.0kW output — **Add $13,100.00**

OR

3. Gerling ramp pack
   - o Honda 9kVA on wheels
   - o Secured in van for travel
   - o Light weight ramp door stored
   - o 6-hour fuel supply
   - o Extended quiet operation — **Add $10,900.00**

4. Add second roof top 15,00 BTU Air conditioner with power upgrade to 100 watts — **Add $6,587.00**

5. 10’ exterior awning extended 6.5” with auto retract — **Add $6,900.00**

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ADDITIONAL OPTION:

Upgrade to Gerling Nomad Series

- Ford E-450 chassis
- 14 ft. body, Scepter series smooth seamless auto look exterior (Drawing 1 & 2)
- Upgraded to 100 amp power system
- Full audio booth with overhead bridge
- Wall integrated interior with up to 5 person

Add $54,400.00

Nomad Options:

A. Over cab storage **Add $2,200.00**

B. Under unit storage System, 6 bays total **Add $7,600.00**



This proposal includes:
All Systems Schematics
Gerling & Associates, Inc. Full Service Warranty
All manufacturers warranties

Proposed by:_____ / /23
Fred Gerling
Gerling & Associates, Inc.

Accepted by: _____ / /23

This Confidential Quotation is effective for 30 days.

© 2023 Gerling & Associates, Inc.

Transit EFP Totals

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© 2023 Gerling & Associates, Inc.

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This proposal includes:
All Systems Schematics
Gerling & Associates, Inc. Full Service Warranty
All manufacturers warranties

Proposed by:_____ **/ /23**
Fred Gerling
Gerling & Associates, Inc.

Accepted by: Lori Pulkrabek 3/17/23 $189,427 total G.P.

This Confidential Quotation is effective for 30 days.

Lori Pulkrabek, Commission Chair
Ramsey/Washington Suburban Cable Commission

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GERLING & ASSOCIATES, INC. ADDITIONAL TERMS/CONDITIONS

Deposit/Down Payment:
The 30% deposit is required to initiate your order is a payment made in good faith to commission the work. A second 30% deposit is required upon the receipt of the chassis; or the completion of the trailer metal construction group, whichever is applicable to your project. These deposits are required due to the highly customized nature of all projects manufactured by Gerling and Associates.

Upon request of the return of this deposit, the following terms shall govern that transaction

- Gerling and Associates, Inc. will return the deposit as paid less the following expenses.
  - The cost of engineering invested in the project to the point of the order cancellation, provided construction has not commenced at a term of net 30 days.
  - If construction is under way, the funds to be returned will be less the costs incurred to date of cancellation.
  - If construction is under way, the funds to be returned will be less the cost required to place the project, as is, with another client, including any and all remanufacturing costs associated with customizing the project to the requirements of the new customer.
  - Funds required to market the project to be paid once the new owner is under contract.

Delivery:
If your purchase agreement with Gerling and Associates includes a delivery penalty; specifically, a credit to be issued against the final acceptance total, the following terms and conditions will apply:

- The day count is business days (6/week) and will begin on the day the full security deposit (30% of total transaction) arrives at Gerling and Associates. NO penalty fee will be charge for Sundays.
- Gerling has the option to stop work if the second 30% down payment has not been received within 5 days of invoicing. The penalty date will be postponed one day for every day that the second deposit is delayed. All such postponements are cumulative
- A schedule of dates, delineating when milestone decisions by the client will be required, shall be forwarded to the client within 10 days of the security deposit being received by Gerling & Associates. This schedule will include milestone dates upon which the delivery schedule has been based, and will include dates where Gerling Engineering will require information from the client. The penalty date will be postponed one day for every day that any of these client milestone dates are delayed. All such postponements are cumulative.

In the extremely unlikely event that an “act of God” (natural disaster, etc.) requires the construction facilities of Gerling and Associates to be closed will postpone the penalty date for every day the manufacturing facility is closed.

Completion Date:
The completion date quoted is the promised date upon which the unit will be completed to the specifications set forth per and described in the contract. This completion date represents the time at which the unit shall be ready for inspection and final payment by the client. This date is carefully formulated by the Gerling & Associates Production Department. It is based upon a milestone schedule composed of dates upon which a timetable of design and engineering decisions must be made in order meet the promised completion date. The completion date may be extended due to delays in engineering decisions.

This policy is in effect in order to ensure that Gerling & Associates can offer our clients the best possible pricing at the outset of each project.

Weight Commitments:
In regard to quoted weights, weight projections are a weight estimate based upon G&A’s experience and history of like product. All weights at project acceptance are to be weighed as built less all loose items. Should the contract stipulate weight guarantees, the guaranteed weight and any penalty attached will be clearly detailed in the body of the agreement.

Acceptance Location:
Unless otherwise specifically stated, the final acceptance shall take place at Gerling & Associates, Inc. Sunbury, Ohio Facility. The authorized representative’s signature at the final acceptance constitutes acknowledgment that items delivered comply with specification. Latent or hidden defects are covered under Gerling & Associates, Inc. warranty statement.

Units not accepted within seven (7) business days of established completion date subject to carrying fee of .125% per day, for each day, until date of final unit acceptance and payment, inclusive.

Acceptance is finalized by either the customer’s signature of acceptance or the receipt of payment in full or both.

Taxes:
Prices quoted are exclusive of all applicable taxes, duties and insurance, titles and registration fees.

The above proposal and accompanying information is considered proprietary and may not be reproduced, redistributed, or otherwise disseminated, in part or unabridged, without the expressed written consent of Gerling and Associates, Inc.

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ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: SWRA East Pathway Phase II Project NOC

Date: September 12, 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 Accepting the Additional Construction on the Public Work Known as SWRA East Pathway Phase II Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Consolidated Engineering, Inc.).

Background:
The Sunset Blvd. Roadway Connection to South Whitney Recreation Area (SWRA) Trail project consisted of connecting Sunset Blvd. with the SWRA trail and included curb, gutter, sidewalk, and drainage improvements.

Around this same time the City Council awarded the contract for the SWRA East Pathway Phase II Project (Resolution No. 2022-165) to Consolidated Engineering, Inc. (Valley Springs, CA). The project consisted of removing dirt and broken asphalt pathways and repaving nature walking trails with accessibility upgrades at SWRA.

Due to the proximity and inclusion of the same construction items in the SWRA East Pathway Phase II Project, staff determined the additional work would be added to the contract with Consolidated Engineering, Inc.

Work progressed on Phase II of the pathway and completed in December, 2022; however, the start of the added connection was delayed due to inclement weather and scheduling delays. A Notice of Completion for Phase II was issued prior to the inclusion of the additional work which was completed June 30, 2023. This Notice of Completion is for the additional work that has been completed.

The total cost of this work was $84,884.85, and was funded using a Local Transportation Fund Grant of $70,000 (Bike/Ped Fund 212) and available remaining funds from the SWRA East Pathway Phase II Project (General Fund).

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

ATTACHMENTS:
1. Resolution - SWRA East Trail Phase II Notice of Completion

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE ADDITIONAL CONSTRUCTION ON THE PUBLIC WORK KNOWN AS SWRA EAST PATHWAY PHASE II PROJECT, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(Consolidated Engineering, Inc.)

WHEREAS, Sunset Blvd. Roadway Connection to South Whitney Recreation Area (SWRA) Trail was included in the FY 2023-27 Capital Investment Plan and the Fiscal Year (FY) 2022/23 Annual Budget and consisted of connecting Sunset Blvd. with the SWRA trail at the access point area and included curb, gutter, sidewalk, and drainage improvements; and; and

WHEREAS, at that time SWRA East Pathway Phase II Project (Reso. No. 2022-165) was awarded to Consolidated Engineering, Inc. and consisted of removing dirt and broken asphalt pathways and repaving nature walking trails with accessibility upgrades on the trail that would be connected to Sunset Blvd. with this additional work; and

WHEREAS, due to the proximity and that the same construction items were included in the SWRA East Pathway Phase II Project, staff determined that the additional work would be added onto the contract with Consolidated Engineering, Inc.; and

WHEREAS, a Notice of Completion Phase II was issued prior to the completion of the additional work, that was completed June 30, 2023, resulting in the issuance of this Notice of Completion for the additional work; and

WHEREAS, this work was completed on June 30, 2023, at a cost of $84,884.85 and was funded with a Local Transportation Fund Grant of $70,000 (Bike/Ped Fund 212) and available remaining funds from the SWRA East Pathway Phase II Project (General Fund 100).

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 SWRA East Pathway Phase II Project (Consolidated Engineering, 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 12th day of September, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting 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 SWRA East Pathway Phase II Project is complete. The location of said project is the Sunset Blvd. between Stanford Ranch Road and Fairway Drive. The owner of said project is the City of Rocklin. The date of completion was June 30, 2023. The contractor on the project was consolidated Engineering, Inc., and the surety on said project was Old Republic Surety Company.

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

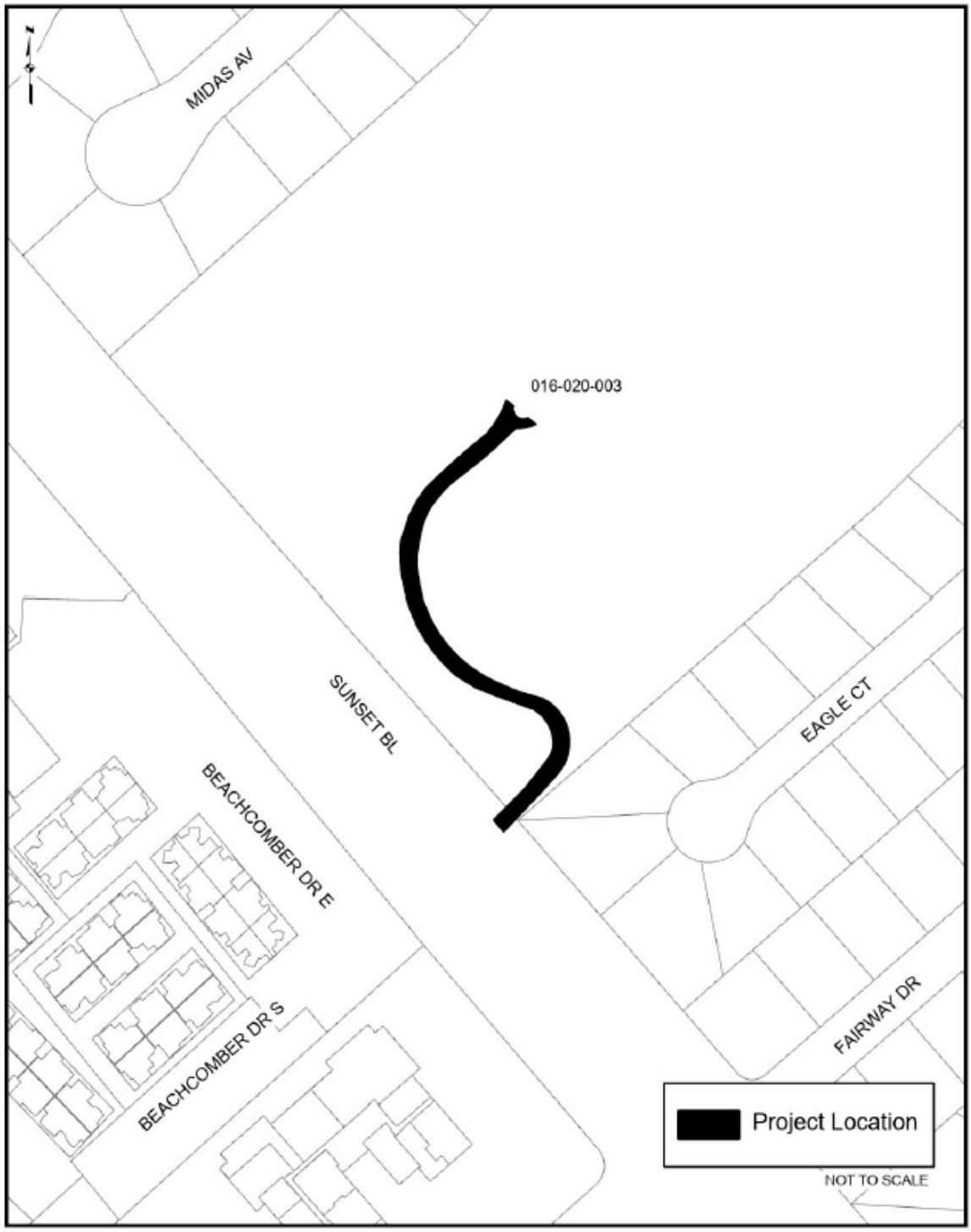
_____
Haley Reid, Acting City Clerk

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: Mountaingate Drive Roadway Replacement NOC

Date: September 12, 2023

Submitted By: Justin Narkter, 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 Accepting the Public Work Known as the Mountaingate Drive Roadway Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Central Valley Engineering and Asphalt, Inc.).

Background:
On November 8, 2022, the City Council adopted Resolution No. 2022-226, the Mountaingate Drive Roadway Replacement project. This project consisted of removing and replacing the roadway on Mountaingate Drive, Pebble Beach Road, Bradford Place, Saint Andrews Drive, and Knoll Court.

The City Council awarded the contract to Central Valley Engineering and Asphalt, Inc. in the amount of $1,094,820 (rounded) with a 15% contingency ($164,223). In addition, the city entered into a reimbursement agreement with South Placer Municipal Utility District (SPMUD) and with Placer County Water Agency (PCWA) to relocate their utilities during the project.

Two change orders were issued which increased the costs by $85,572 (rounded) bringing the project total to $1,180,392 (rounded). The SPMUD reimbursement amount comes to $58,400 and the amount for PCWA reimbursement is $56,100. Once the SPMUD and PCWA costs are deducted the City's portion is $1,065,892 (rounded), which is under the budgeted amount of $1,094,820. The project was completed on June 29, 2023.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The project was funded using the SB1 Road Maintenance and Rehabilitation Fund (SB1).

ATTACHMENTS:
1. Resolution - Mountaingate NOC

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE PUBLIC WORK KNOWN AS THE MOUNTAINGATE DRIVE ROADWAY REPLACEMENT, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(Central Valley Engineering and Asphalt, Inc.)

WHEREAS, on December 13, 2022, the City Council of the City of Rocklin adopted Resolution No. 2022-226 awarding the contract for the Mountaingate Drive Roadway Replacement to Central Valley Engineering and Asphalt, Inc. in the amount of $1,094,820; and

WHEREAS, this project consisted of removing and replacing the roadway on Mountaingate Drive, Pebble Beach Road, Bradford Place, Saint Andrews Drive, Cypress Court, and Knoll Court; and

WHEREAS, the City entered into agreements with South Placer Municipal Utility District (SPMUD) and Placer County Water Agency (PCWA) for the relocation of portions of their respective utilities with the final costs coming in at $58,400 from SPMUD and $56,100 for PCWA; and

WHEREAS, Rocklin Municipal Code section 3.04.050 authorized a contingency amount of fifteen percent of the contract ($164,223) which was approved by the City Council of the City of Rocklin for a total authorized project cost of $1,259,043 (rounded); and

WHEREAS, two change orders were issued increasing the cost by $85,572 (rounded) bringing the project total to $1,180,392 (rounded) and the City's portion of the total project cost was $1,065,892 which is under the budgeted amount; and

WHEREAS, the project was completed on June 29, 2023, and funded by the SB1 Road Maintenance and Rehab (SB1) Fund (205).

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 Mountaingate Drive Roadway Replacement (Central Valley Engineering and Asphalt, 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 12th day of September, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting 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 Mountaingate Drive Roadway Replacement is complete. The locations of said project are Mountaingate Drive, Pebble Beach Road, Bradford Place, Saint Andrews Drive, and Knoll Court. The owner of said project is the City of Rocklin. The date of completion was June 29, 2023. The contractor on the project was Central Valley Engineering and Asphalt, Inc., and the surety on said project was Everest Reinsurance Company.

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

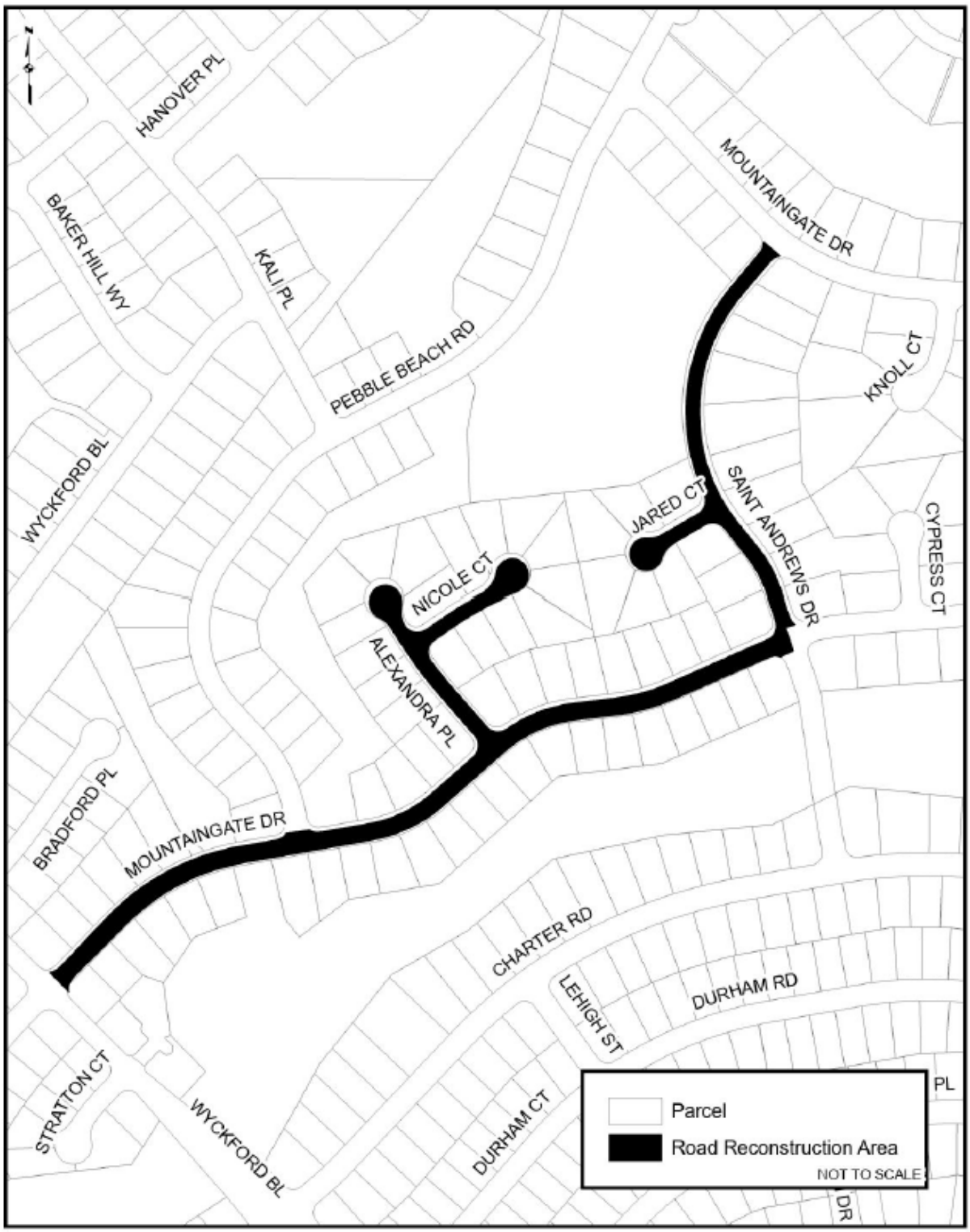
_____
Haley Reid, Acting City Clerk

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: Cooperative Purchase Agreements

Date: September 12, 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 Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2023/24.

Background:
Throughout the year, City departments have a need for ongoing purchasing of goods and services for departmental operations. These purchases are necessary to ensure the continued delivery of programs and services citywide. Staff reviewed Fiscal Year (FY) 2021/22 and FY 2022/23 citywide expenditures for vendors associated with cooperative purchasing programs and estimated the anticipated costs for goods and services for FY 2023/24.

The City has arrangements/memberships with a number of cooperative purchasing programs which allow member public agencies to aggregate individual purchasing power and achieve greater volume discounts. Public agencies competitively solicit and award agreements which are then made available to other member agencies and nonprofit organizations. By using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases.

Rocklin Municipal Code sections 3.04.090 (C) and (D) specifically allow for the use of cooperative purchasing programs utilizing purchasing agreements maintained by other governmental agencies. City Council approval is required for purchase amounts more than $50,000.

The following are vendors with anticipated costs exceeding $50,000 that are anticipated in the FY 2023/24 Operating Budget, reflected in Exhibit A to the Resolution. The total not-to-exceed amount for all vendors is $880,000.

- Hunt & Sons, Inc.: This vendor has been awarded the contract to provide fuel to participating agencies in the Sacramento Area. The selection was made through a

competitive solicitation process conducted by the Sacramento Area Council of Governments. This process aimed to secure the best pricing available for local participating agencies. The recommended not-to-exceed amount is $400,000.

- Tesco Controls, Inc.: This vendor supplies traffic signal cabinets and accessories through the General Services Administration (GSA) Advantage cooperative purchase agreements program. The City has standardized its traffic signal cabinets and accessories, which are proprietary and not offered by other vendors. The use of the GSA Advantage program ensures that the City benefits from the best pricing available. The recommended not-to-exceed amount is $80,000.
- Tree Pro Services, Inc./Ross Tree Expert Company (Tree Pro): This vendor is a participating vendor in the California Multiple Award Schedule program, offering Arborist/Tree Services. Tree Pro is equipped to work both street and open spaces environments, necessitating distinct equipment and expertise for each area. Furthermore, the vendor employs a certified arborist, is highly responsive to the City's requirements, and provides on-call and stand-by services. The recommended not-to-exceed amount is $400,000.

Staff recommends that the City Council authorize the City Manager to make purchases of goods and services through cooperative purchasing programs as outlined in Exhibit A to the Resolution. This will allow department operations to make ongoing purchases at competitively bid prices.

Fiscal Impact:

There is no direct fiscal impact to the staff recommendation Purchasing through these cooperative agreements are made on an as-needed basis and charged to various departments and funds, provided sufficient funds are available in those respective departments/funds in the FY 2023/24 Annual Budget.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE CITY MANAGER TO PURCHASE
GOODS AND SERVICES THROUGH COOPERATIVE
PURCHASE AGREEMENTS FOR FISCAL YEAR 2023/24

WHEREAS, the City of Rocklin has arrangements/memberships with a number of cooperative purchasing programs that allow member agencies to aggregate individual purchasing power and achieve greater volume discounts than what would be available as a stand-alone agency; and

WHEREAS, using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases; and

WHEREAS, Rocklin Municipal Code Section 3.04.090 (C) and (D) allows for the City to enter into cooperative purchasing arrangements and piggyback contracts provided those contracts have been awarded through a competitive process by other agency within the past twelve months; for purchases in an amount more than fifty thousand dollars, the determination shall be made by the City Council; and

WHEREAS, staff reviewed historical citywide expenditures for vendors of goods and services associated with cooperative purchasing programs, and identified vendors with anticipated costs greater than $50,000 in Fiscal Year (FY) 2023/24 (Exhibit A); and

WHEREAS, in order to increase efficiency and streamline the purchasing process, staff is requesting Council approve and authorize the City Manager to purchase goods and supplies through cooperative purchase agreements, in an amount not to exceed $880,000 for FY2023/24; and

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

Section 1. The above recital is true and correct.

Section 2. The City Council hereby approves and authorizes the City Manager to utilize cooperative purchase agreements to purchase goods and services through other government agency competitively bid contracts and their associated not-to-exceed amounts set forth in Exhibit "A," attached hereto.

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

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

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

Exhibit A

Cooperative Purchase Agreements by Vendor and Amount for FY 2023/24

Vendor Name	Not-to-Exceed - Amount	Cooperative Purchase Agreement	Description
Hunt & Sons, Inc.	$400,000	SACOG #1920029	Fuel
Tesco Controls, Inc.	$80,000	GSA Advantage #GS-07F-0513X	Traffic Signal Cabinets and Accessories
Tree Pro Tree Service Inc./Ross Tree Expert Company	$400,000	CMAS #4-09-03-0378A	Arborist services

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Ranch Community Park Cell Tower Project

Date: September 12, 2023

Submitted By: Jeff Scanlon, Administrative Analyst

Department: Parks and Recreation

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (AT&T - Whitney Ranch Community Park Cell Tower Project).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Option and Tower Structure License Agreement (AT&T - Whitney Ranch Community Park Cell Tower Project).

Background:

Consistent with the City of Rocklin Zoning Ordinance, Rocklin Municipal Code Title 17, staff has negotiated with AT&T for the installation of a new cellular tower located at Whitney Ranch Community Park. Whitney Ranch Community Park is located at Whitney Ranch Parkway and Wildcat Boulevard and currently has two existing cell towers. Staff and AT&T have prepared an Option and Tower Structure License Agreement (Attachment 3) and Site Plans (Attachment 4) for City Council approval. The terms of the agreement include the following:

- Remove an existing 69’8’’ tall City stadium light pole and install a new 89’0’’ tall standard monopole tower, wireless antennas, remote radio units and associated telecommunications equipment.
- Reinstall relocated lights from the existing pole and work with MUSCO to maintain current lighting standards and specifications.
- Install a new 11’6’’ x 38’10’’ equipment shelter (446 sq. ft.), which matches existing park aesthetics and designs. The City will have access to the equipment shelter for storage.
- Provide own utilities (underground).
- Initial term of five years, with the option of four additional five-year extensions.
- $3,000 monthly lease payment with a three percent (3%) annual lease increase.
- $20,000 “one-time” capital improvement fee.

The City’s Environmental Coordinator has reviewed the proposed project and has determined it is exempt from review under the California Environmental Act (CEQA), pursuant to California Code of Regulations Section 15303 – New Construction or Conversion of Small Structures. The Notice of Exemption and accompanying Resolution are also attached to this Staff Report

for approval (Attachment 1).

The proposed project will increase City revenue and could provide funding for future park enhancements.

Fiscal Impact:
In year one, the City will receive a $20,000, one-time payment with an annual lease payment of $36,000, totaling $56,000. The annual lease payment will increase 3% each year thereafter. The estimated revenue for the first five-year term is $211,130.

ATTACHMENTS:
1. Resolution A - Notice of Exemption
2. Resolution B - Structure License Agreement
3. Option and Tower Structure License Agreement
4. Site Plans

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(AT&T – Whitney Ranch Community Park Cell Tower Project)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the AT&T – Whitney Ranch Community Park Cell Tower Project ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15303 – New Construction or Conversion of Small Structures; and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the Environmental Coordinator, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 2115(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

NOTICE OF EXEMPTION

TO: County Clerk, County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

FROM: City of Rocklin
Parks and Recreation Dept.
5460 5th Street
Rocklin, CA 95677

Project Title: AT&T – Whitney Ranch Community Park Cell Tower Project

Project Location - Specific: The subject property is located at Whitney Ranch Community Park, 1801 Whitney Ranch Parkway. APN: 017-175-019

Project Location - City: Rocklin, CA; **County:** Placer

Description of Nature, Purpose and Beneficiaries of Project: The project consists of the installation of a new 89'0'' tall standard monopole, twelve (12) new AT&T panel antennas, fifteen (15) new AT&T remote radio units (RRU), associated equipment and telecommunications infrastructure, and four hundred forty-six (446) square feet of ground space leased area on City owned property.

Name of Public Agency Approving Project:
City of Rocklin City Council

Name of Person or Agency Carrying Out Project
The applicant is New Cingular Wireless PCS, LLC, Attn: Network Real Estate Administration, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319

Exempt Status (Check one)

_x_ Categorical Exemption (Sec. 15300 et seq.): Section 15303 – New Construction or Conversion of Small Structures.

Reasons why the project is exempt. The project consists of the installation of a 89'0'' tall monopole cellular communications tower and associated equipment and infrastructure as described above. Class 3 exemptions consist of the construction and location of limited numbers of new, small facilities or structures, including accessory structures. The project, as proposed, is consistent with the exemption class description noted above and is exempt pursuant to Class 3 of the CEQA Guidelines. The project will result in emissions of radio frequency electromagnetic radiation (RF). The applicant provided an analysis of the risk from such radiation (Waterford Consultants, LLC, August 18, 2022). The conclusion of the study was that the proposed wireless communications tower and associated equipment would comply with the FCC's current prevailing standard for limiting human exposure to RF energy. Due to the mounting method utilized, the general public would not normally be able to approach the antennas; therefore, significant impact on the general public is not expected. The calculated electromagnetic field strength level in publicly

accessible areas is less than the existing standard allows for exposure of unlimited duration. Based on worst-case predictive modeling, there are no modeled areas on any accessible ground-level walking/working surface related to the proposed AT&T antennas that exceed the FCC's occupational or general public exposure limits at this site. The public exposure limit is based on a standard published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE). The Federal Communications Commission (FCC) has adopted these exposure limits as standards and is the agency charged with their regulation and enforcement.

Contact Person: Kevin Huntzinger, Parks and Recreation Director

Date received for Filing: _____ _____

Signature: Kevin Huntzinger
Parks and Recreation Director

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION AND TOWER STRUCTURE LICENSE AGREEMENT (AT&T - Whitney Ranch Community Park Cell Tower Project)

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

Section 1. The City Council of the City of Rocklin finds and determines that the installation of a communications facility in the City of Rocklin (APN: 017-175-019) is consistent with the City of Rocklin Zoning Ordinance, Rocklin Municipal Code Title 17.

Section 2. The City Council has approved a Notice of Exemption for the Project by Resolution No. 2023 - _____.

Section 3. The City Council hereby approves and authorizes the City Manager to execute an Option and Tower Structure License Agreement (AT&T - Whitney Ranch Community Park Cell Tower Project), in a form substantially similar to Exhibit "A", attached hereto and incorporated herein.

Section 4. The City Clerk is hereby directed to record or have recorded the Memorandum of License in a form substantially similar attached hereto as Exhibit "24(b)" to the Option and Tower Structure License Agreement, once it is fully executed and notarized, in the Office of the Placer County Recorder.

PASSED AND ADOPTED this 12th day of September 2023, by the following vote:

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

_____
Mayor, Ken Broadway

ATTEST:

_____
Haley Reid, Acting City Clerk

Market: Northern California
Cell Site Number: CVL05848
Cell Site Name: Whitney Park
Search Ring Name: CVL05848_SR
Fixed Asset Number: 15532178

OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

THIS OPTION AND TOWER STRUCTURE LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Rocklin, a municipal corporation, having a mailing address of 3970 Rocklin Road, Rocklin, CA 95677 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

BACKGROUND

Licensor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** improved with a tower structure (the "**Tower**"), together with all rights and privileges arising in connection therewith, having a common street address of 1801 Whitney Ranch Pkwy, City of Rocklin, in the County of Placer, State of California [APN: 017-175-019] (collectively, the "**Property**"). Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LICENSE.

(a) Licensor hereby grants to Licensee an option (the "**Option**") to license a portion of the Property consisting of:

(i) Approximately four hundred forty-six (446) square feet of ground space, as described on attached **Exhibit 1,** for the placement of Licensee's equipment (the "**Ground Space**");

(ii) The portion of the Tower selected by Licensee and dedicated for Licensee's exclusive use, and consisting of an envelope of twelve (12) contiguous vertical feet of space within which any portion of Licensee's communication equipment and improvements might be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which Licensee's communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Licensee may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Licensee's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to Licensor's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(iii) Those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Licensee, such as Licensee's utility providers) are located between the Ground Space or Incremental Ground Space, and the Primary RAD Space or any Additional RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Licensor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Ground Space and Primary RAD Space; and between Licensee's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Licensor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-

way to the Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the **"Premises."**

(b) During the Option period and any extension thereof, and during the term of this Agreement, Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee will not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. Licensee will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty or other causes beyond Licensee's control excepted.

(c) In consideration of Licensor granting Licensee the Option, Licensee agrees to pay Licensor the sum of One Thousand and No/100 Dollars ($1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Licensee for an additional one (1) year upon written notification to Licensor and the payment of an additional One Thousand and No/100 Dollars ($1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Licensee without the written consent of Licensor. Upon notification to Licensor of such sale, assignment or transfer, Licensee shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option then Licensor licenses the Premises to the Licensee subject to the terms and conditions of this Agreement. If Licensee does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Licensor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Licensor shall immediately notify Licensee in writing. Licensor agrees that during the Option Term, or during the Term if the Option is exercised, Licensor shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Licensee from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. <u>PERMITTED USE.</u>

(a) Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey and review title on the Property; Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the

"**Permitted Use**"). Licensor and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Licensee's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Licensor grants Licensee, its licensees and sublicensees, the right to use such portions of the Licensor's Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Licensee's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Licensee's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Licensee's expense. Licensee may install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term, with approval by Licensor, which such approval shall not be unreasonably withheld, delayed or conditioned. Licensee may also be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Licensor agrees that Licensee may use and occupy additional space on the Tower at any additional RAD center(s) (each, an "**Additional RAD**," and the additional space that Licensee uses or occupies, the "**Additional RAD Space**") upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Licensee's confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Tower on which the incremental equipment is located, operated, or maintained.

3. TERM.

(a) The initial license term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**." Notwithstanding anything to the contrary contained in this Agreement, neither the licenses granted to Licensee in this Agreement nor this Agreement are revocable at will, and may only be terminated in accordance with the terms specified in this Agreement.

4. RENT.

(a) Commencing on the first day of the month following the date that Licensee commences construction (the "**Rent Commencement Date**"), Licensee will pay Licensor on or before the fifth (5th) day of each calendar month in advance, Three Thousand and No/100 Dollars ($3,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Licensee to Licensor within ninety (90) days after the Rent Commencement Date.

(b) In the event that Licensee uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars ($250.00) per month per each Additional RAD (the "**Additional RAD Rent**"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Three Percent (3%) over the Rent paid during the previous year.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(e) Within forty-five (45) business days after the Rent Commencement Date, Licensee shall pay to Licensor a "one-time" capital improvement fee of Twenty Thousand and No/100 Dollars ($20,000.00).

5. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Licensee upon written notice to Licensor for any reason or no reason, at any time prior to commencement of construction by Licensee; or

(e) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under any termination provision contained in any other section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE. Licensee shall carry and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the leased premises. The cost of such insurance shall be borne by the Licensee.

(a) **SCOPE AND LIMIT OF INSURANCE**. Coverage shall be as:

(i) 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 of $2,000,000 per occurrence and $4,000,000 general aggregate. 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

(ii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of $1,000,000 per accident for bodily injury or disease and policy limit. (This applies to lessees with employees).

(iii) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Licensee self-insures this risk.

(b) **OTHER INSURANCE PROVISIONS**. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The Licensor, its officers, officials and employees are to be included as additional insureds by endorsement on the CGL policy with respect to liability caused, in whole or in part, by work or operations performed by or on behalf of the Licensee 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(ii) Primary Coverage. For any claims related to this contract, the Licensee's insurance CGL coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 as respects the Licensor, its officers, officials and employees. Any insurance or self-insurance maintained by the Licensor, its officers, officials and employees shall be excess of the Licensee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies if required to meet the required limits.

(iii) Umbrella or Excess Policy. The Licensee may use any combination of Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, primary and non-contributory, additional insured and defense requirements.

(iv) Notice of Cancellation. Licensee will provide a least thirty (30) days written notice to Licensor of cancellation of any required coverage that is not replaced.

(v) Waiver of Subrogation. Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to carry any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer, except for Licensee's self-insured property coverage where Licensee shall include Licensor as joint loss payee in lieu of waiver of subrogation and such status as joint loss payee shall void the requirement for waiver of subrogation for Licensee's self-insured property coverage.

(vi) Self-Insured Retentions. Any and all deductibles and SIRs shall be the sole responsibility of Licensee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

(vii) Acceptability of Insurers. Insurance is to be placed with insurers eligible to conduct business in the state with a current A.M. Best's rating of no less than A-:VII.

(viii) Verification of Coverage. Licensee shall furnish the Licensor with certificates of insurance and amendatory endorsements of coverage required by this clause. However, failure to carry the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them.

(ix) Special Risks or Circumstances. Licensor reserves the right, but not more frequent than once every five (5) years and upon at least sixty (60) days written notice to Licensee, to modify these requirements,

including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, of comparable buildings in the vicinity of the building are generally requiring Licensees leasing space comparable in size to the Licensed Premises and in such comparable buildings to maintain higher levels of coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Licensee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Licensor will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period, Licensor shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, invitees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as

applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Licensor represents, warrants and agrees that: (i) Licensor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Licensor ; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Licensor will provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Licensor represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Licensor during the Term. Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Licensee.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

12. ACCESS. At all times throughout the Term of this Agreement, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be

described more fully in **Exhibit 1**, Licensor grants to Licensee such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access. Licensor shall execute a letter granting Licensee Access to the Property substantially in the form attached as **Exhibit 12**; upon Licensee's request, Licensor shall execute additional letters during the Term. If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Licensee under this Agreement or at law or equity, Licensor shall pay Licensee, as liquidated damages and not as a penalty, $500.00 per day in consideration of Licensee's damages until Licensor cures such default. Licensor and Licensee agree that Licensee's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during or after the Term. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during or after the Term. Licensee will repair any damage to the Property resulting from Licensee's removal activities. Any portions of the Communication Facility that Licensee does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Licensee's operations at the Premises shall be deemed abandoned and owned by Licensor. Licensee will also be responsible for the replacement of any trees, shrubs or other vegetation substantially damaged as a result of Licensee's removal activities.

14. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Licensor will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Licensor will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Licensee as a condition of this Agreement or any required permit. Licensor shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Licensor allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Licensor shall at all times during the Term of this Agreement reserve and have ready for Licensee's immediate use sufficient structural loading capacity on the Tower to support Licensee's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90º) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Licensor/Licensee shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Licensee will pay Licensor for the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD

Space will require structural modifications to comply with the Structural Standards, Licensee may, in its sole discretion, pay Licensor either (i) the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Licensee be responsible for Tower modification costs to support the installations of other licensees or for the Tower to comply with applicable law so long as Licensee's installation is within the Allowed Wind Load Surface Area.

(c) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to sub-meter from Licensor. When sub-metering is required under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensee shall reimburse Licensor for such utility usage at the same rate charged to Licensor by the utility service provider. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within sixty (60) days of receipt of the usage data and required forms. Licensor shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Licensee's reimbursement obligations hereunder. Within fifteen (15) days after a request from Licensee, Licensor shall provide copies of such utility billing records to the Licensee in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Licensee, Licensee shall have the right to deduct the amount of such overpayment from any monies due to Licensor from Licensee.

(d) As noted in Section 4(d) above, any utility fee recovery by Licensor is limited to a twelve (12) month period. If Licensee sub-meters electricity from Licensor, Licensor agrees to give Licensee at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor.

(e) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor shall grant to any service company providing utility or similar services, including electric power and telecommunications, the necessary access rights over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon service company's request, Licensor will execute a separate recordable easement evidencing this grant, at no cost to Licensee or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, then Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist

if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Licensee will have the right to assign, sell or transfer ("**Transfer**") its interest under this Agreement, in whole or in part, without Licensor's consent, only to: (a) an Affiliate of Licensee, or (b) any entity that acquires all or substantially all of Licensee's assets in the market, as defined by the Federal Communications Commission, in which the Property is located. Upon notification to Licensor of such Transfer, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such Transfer. Licensee will also have the right to sublease or license the Premises, in whole or in part, without Licensor's consent, only to an Affiliate of Licensee. Licensee shall not otherwise have the right to Transfer this Agreement, or sublease or license the Premises, without Licensor's prior written consent.

(b) Upon Licensor's approval of Licensee's request to sublease or license any portion of Licensee's Premises to a third party (other than to an Affiliate of Licensee) (each such non-Affiliate third party, a "**Subsequent User**"), then Licensee shall include a condition in its sublicense, license or other use agreement with each Subsequent User, that the Subsequent User must enter into a separate lease, license or other agreement with Licensor for separate ground space on the Property and/or Tower space. Licensor and Licensee confirm that the foregoing obligation shall not apply to any sublicense, license or other use agreement between Licensee and any Affiliate of Licensee. For the avoidance of doubt, Licensor shall be entitled to all rent or fees derived from Licensor's separate leasing or licensing of ground space and Tower space to a Subsequent User, and Licensee shall be entitled to all rent or fees derived from Licensee's subleasing or licensing its space within its Premises. Licensor covenants and agrees that it shall make such additional ground and/or Tower space available to each Subsequent User to the extent that space is reasonably available and otherwise on terms and conditions reasonably comparable to those contained in this Agreement. Licensor and Licensee agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this section regarding the potential for sublicensing or licensing of space to Subsequent Users. Any sublicense or license that is entered into by Licensee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CVL05848; Cell Site Name: Whitney Park (**CA**)
Fixed Asset #: 15532178
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CVL05848; Cell Site Name: Whitney Park (**CA**)
Fixed Asset #: 15532178
208 S. Akard Street
Dallas, TX 75202-4206

If to Licensor:
City of Rocklin
Parks and Recreation Dept.

5460 5th Street
Rocklin, CA 95677

And a copy to: City of Rocklin
City Attorney's Office
3970 Rocklin Road
Rocklin, CA 95677

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Licensor will provide notice to Licensee of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Licensor determines not to rebuild or restore the Property, Licensor will notify Licensee of such determination within sixty (60) days after the casualty or other harm. If Licensor does not so notify Licensee and Licensee decides not to terminate under this Section 19, then Licensor will promptly rebuild or restore any portion of the Property interfering with or required for Licensee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on the Property.

20. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

21. TAXES.

(a) Licensor shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Licensor including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts,

registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Licensor. Licensee shall be responsible for (y) any taxes and assessments attributable to and levied upon Licensee's leasehold improvements on the Premises if and as set forth in this Section 21, and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Licensee. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

(b) In the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's leasehold improvements on the Premises, Licensor shall provide Licensee with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Licensor does not provide such notice or notices to Licensee in a timely manner and Licensee's rights with respect to such taxes are prejudiced by the delay, Licensor shall reimburse Licensee for any increased costs directly resulting from the delay and Licensor shall be responsible for payment of the tax or assessment set forth in the notice, and Licensor shall not have the right to reimbursement of such amount from Licensee. If Licensor provides a notice of assessment to Licensee within such time period and requests reimbursement from Licensee as set forth below, then Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's leasehold improvements, which has been paid by Licensor. If Licensor seeks reimbursement from Licensee, Licensor shall, no later than thirty (30) days after Licensor's payment of the taxes or assessments for the assessed tax year, provide Licensee with written notice including evidence that Licensor has timely paid same, and Licensor shall provide to Licensee any other documentation reasonably requested by Licensee to allow Licensee to evaluate the payment and to reimburse Licensor.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises. Licensor shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee. In the event Licensee notifies Licensor by the due date for assessment of Licensee's intent to contest the assessment, Licensor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Licensee shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Licensor.

(e) Licensee shall have the right but not the obligation to pay any taxes due by Licensor hereunder if Licensor fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section 21(e) due to such Licensor default, Licensee shall have the right to deduct such tax amounts paid from any monies due to Licensor from Licensee as provided in Section 15(b) of this Agreement, provided that Licensee may exercise such right without having provided to Licensor notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17. Promptly after the Effective Date, Licensor shall provide Licensee's address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax address changes by notice to Licensor, Licensor shall be required to provide Licensee's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Licensee shall have no obligation to reimburse any tax or assessment for which the Licensor is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Licensor may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Licensor's full

interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Licensee or any sublicensee, any obligation of Licensor under this Agreement, including Licensor's obligation to cooperate with Licensee as provided hereunder.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 22(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9 and CA FTB Form 590
vi. Completed and Signed Licensee Payment Direction Form
vii. Full contact information for new Licensor including phone number(s)

(c) Licensor agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Licensee's Permitted Use or communications equipment as determined by radio propagation tests performed by Licensee in its sole discretion. Licensor or Licensor's prospective purchaser shall reimburse Licensee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, Licensor shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Intentionally deleted.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of License.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of License substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of License at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB 590.** As a condition precedent to payment, Licensor agrees to provide Licensee with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address. A copy of the IRS Form W-9 and CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Licensor, Licensee and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Licensor and/or Licensee, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"**LICENSOR**"

City of Rocklin, a municipal corporation

By: _____

Print Name: _____

Its: _____

Date:_____

"**LICENSEE**"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date:_____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

to the Option and Tower Structure License Agreement dated _____, 2023, by and between City of Rocklin, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is legally described as follows:

Real property in the City of Rocklin, County of Placer, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROCKLIN BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, FURTHER BEING A PORTION OF THAT CERTAIN LOT 21 OF THAT CERTAIN FINAL MAP NAMED "WHITNEY RANCH LARGE LOT SUBDIVISION" FILED IN BOOK Z OF MAPS AT PAGE 94, OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION OF SAID LOT 21 ALSO BEING A PORTION OF THE IRREVOCABLE OFFER OF DEDICATION, FOR PARK PURPOSES, RECORDED OVER ALL OF WHITNEY RANCH PHASE 1 LOT 21 AS SHOWN ON SAID MAP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 21 AS SAID CORNER IS SHOWN ON SAID FINAL MAP; THENCE, ALONG THE NORTH LINE OF SAID LOT 21, NORTH 85° 13' 49" EAST, A DISTANCE OF 115.64 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 74° 12' 13" EAST, A DISTANCE OF 338.55 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 64° 17' 48" EAST, A DISTANCE OF 104.85 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 56° 36' 17" EAST, A DISTANCE OF 115.03 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 84° 50' 18" EAST, A DISTANCE OF 472.91 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 76° 04' 47" EAST, A DISTANCE OF 388.67 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 87° 06' 09" EAST, A DISTANCE OF 243.10 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 82° 49' 36" EAST, A DISTANCE OF 255.01 FEET; THENCE, LEAVING SAID NORTH LINE OF SAID LOT 21, SOUTH 16° 44' 46" WEST, A DISTANCE OF 64.13 FEET; THENCE, BEGINNING A NON-TANGENT CURVE TO THE RIGHT AT A POINT FROM WHICH THE RADIUS BEARS SOUTH 16° 44' 46" WEST, 27.79 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 212.00 FEET THROUGH A CENTRAL ANGLE OF 07° 30' 42" TO A POINT OF TANGENCY, SAID POINT BEING A POINT OF REVERSE CURVE; THENCE, 93.61 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 288.00 FEET THROUGH A CENTRAL ANGLE OF 18° 37' 21" TO A POINT OF REVERSE CURVE; THENCE, 212.37

FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 422.00 FEET THROUGH A CENTRAL ANGLE OF 28° 50' 00" TO A POINT OF REVERSE CURVE; THENCE, 61.58 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 88° 12' 20" TO POINT OF REVERSE CURVE; THENCE, 34.57 FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 33° 00' 44" TO A POINT OF A COMPOUND CURVE SAID POINT LYING ON THE EAST LINE OF SAID LOT 21, SAID POINT ALSO BEING A POINT OF NON-TANGENCY; THENCE, ALONG SAID EAST LINE OF SAID LOT 21, BEGINNING SAID NON-TANGENT CURVE FROM WHICH A RADIUS POINT BEARS SOUTH 69° 51' 26" WEST, 20.01 FEET ALONG THE ARC OF A CURVE COMPOUNDING TO THE RIGHT HAVING A RADIUS OF 725.00 FEET THROUGH A CENTRAL ANGLE OF 01° 14' 52" TO A POINT OF A REVERSE CURVE, SAID POINT BEING A POINT OF NON-TANGENCY; THENCE, LEAVING SAID EAST LINE OF SAID LOT 21 BEGINNING SAID NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 21° 24' 41" EAST, 22.57 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 32° 19' 32" TO POINT OF A REVERSE CURVE, SAID POINT BEING A POINT OF TANGENCY; THENCE, 92.37 FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 88° 12' 20" TO A POINT OF A REVERSE CURVE; THENCE, 202.30 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 402.00 FEET THROUGH A CENTRAL ANGLE OF 28° 50' 00" TO POINT OF A REVERSE CURVE; THENCE, 100.11 FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 308.00 FEET THROUGH A CENTRAL ANGLE OF 18° 37' 21" TO A POINT OF A REVERSE CURVE; THENCE, 25.17 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 192.00 FEET THROUGH A CENTRAL ANGLE OF 07° 30' 42"; THENCE, NORTH 73° 15' 14" WEST, A DISTANCE OF 15.24 FEET; THENCE, 48.82 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 133.00 FEET THROUGH A CENTRAL ANGLE OF 21° 01' 48" TO A POINT OF A COMPOUND CURVE; THENCE, 57.16 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 569.00 FEET THROUGH A CENTRAL ANGLE OF 05° 45' 20"; THENCE, SOUTH 79° 57' 38" WEST, A DISTANCE OF 2.34 FEET; THENCE, 118.93 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 563.00 FEET THROUGH A CENTRAL OF 12° 06' 11"; THENCE, NORTH 87° 56' 11" WEST, A DISTANCE OF 148.34 FEET; THENCE, 77.10 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 287.00 FEET THROUGH A CENTRAL ANGLE OF 15° 23' 28"; THENCE, SOUTH 76° 40' 21" WEST, A DISTANCE OF 148.49 FEET; THENCE, 90.68 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 287.00 FEET THROUGH A CENTRAL ANGLE OF 18° 06' 13" TO A POINT OF A REVERSE CURVE; THENCE, 126.97 FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 335.93 FEET THROUGH A CENTRAL ANGLE OF 21° 39' 23" TO A POINT OF NON-TANGENCY; THENCE, SOUTH, A DISTANCE OF 4.17 FEET; THENCE, 124.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 104.29 FEET THROUGH A CENTRAL ANGLE OF 68° 24' 55" TO A POINT OF NON-TANGENCY; THENCE, SOUTH 26° 25' 54" EAST, A DISTANCE OF 38.46 FEET; THENCE, 176.79 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 308.00 FEET THROUGH A CENTRAL ANGLE OF 32° 53' 12" TO POINT OF NON-TANGENCY; THENCE, NORTH 76° 14' 28" EAST, A DISTANCE OF 114.71 FEET; THENCE, SOUTH 14° 20' 36" EAST, A DISTANCE OF 39.98 FEET; THENCE, SOUTH 08° 54' 44" WEST, A DISTANCE OF 63.43 FEET; THENCE, 36.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 92.55 FEET THROUGH A CENTRAL ANGLE OF 22° 27' 23"; THENCE, SOUTH 13° 32' 39" EAST, A DISTANCE OF 151.17 FEET; THENCE, SOUTH 05° 00' 25" EAST, A DISTANCE OF 18.64 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21 SAID SOUTH LINE OF SAID LOT 21 BEING COMMON TO THE NORTHERLY LINE OF WHITNEY RANCH PARKWAY AS SAID PARKWAY IS SHOWN ON SAID FINAL MAP; THENCE, ALONG SAID COMMON LINE, SOUTH 85° 09' 29" WEST, A DISTANCE OF 176.58 FEET; THENCE, CONTINUING ALONG SAID COMMON LINE, 329.40 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1565.00 FEET THROUGH A CENTRAL ANGLE OF 12° 03' 35"; THENCE, CONTINUING ALONG SAID COMMON LINE, SOUTH 73° 05' 54" WEST, A DISTANCE OF 498.60 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 21; THENCE, LEAVING SAID COMMON LINE ALONG THE WESTERLY LINE OF SAID LOT 21, NORTH 16° 54' 06" WEST, A DISTANCE OF 118.00 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE, CONTINUING ALONG SAID WESTERLY LINE SOUTH 73° 05' 54" WEST, A DISTANCE OF 111.00 FEET TO A POINT LYING ON THE EASTERLY LINE OF WILDCAT BOULEVARD

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SAID EASTERLY LINE OF WILDCAT BOULEVARD COMMON TO SAID WESTERLY LINE OF SAID LOT 21; THENCE, ALONG SAID COMMON LINE, NORTH 16° 54' 06" WEST, A DISTANCE OF 209.37 FEET; THENCE, CONTINUING ALONG SAID COMMON LINE, 326.69 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2435.00 FEET THROUGH A CENTRAL ANGLE OF 07° 41' 13"; THENCE, CONTINUING ALONG SAID COMMON LINE NORTH 09° 12' 53" WEST, A DISTANCE OF 128.40 FEET TO SAID POINT OF BEGINNING. SAID MAP REFERENCED ABOVE WAS MODIFIED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JUNE 4, 2007, AS DOCUMENT NO. 2007-0056099 PLACER COUNTY OFFICIAL RECORDS AND BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JULY 12, 2013, AS DOCUMENT NO. 2013-0069963 PLACER COUNTY RECORDS.

APN: 017-175-019

The Premises are described and/or depicted as follows:

[100% Drawings Dated December 21, 2022, Prepared by Delta Groups Engineer, Inc
Consisting of fourteen (14) Pages, Appears on Following Pages]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY .
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Licensor represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

None.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Licensor's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Licensor, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a license with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the license grant [ ] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the licensed area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to licensed area. Thank you for your assistance.

_____
Licensor Signature

EXHIBIT 24(b)

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Recording Requested By
& When Recorded Return To:

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

(Space Above This Line For Recorder's Use Only)

APN: 017-175-019

Cell Site No.: CVL05848
Search Ring Name: CVL05848_SR
Cell Site Name: Whitney Park
Fixed Asset No.: 15532178
State: California
County: Placer

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2023, by and between City of Rocklin, a municipal corporation, having its principal office at 3970 Rocklin Road, Rocklin, CA 95677 (hereinafter called "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

1. Licensor and Licensee entered into a certain Option and Tower Structure License Agreement ("**Agreement**") on the ___ day of_____, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial license term will be five (5) years commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being licensed to Licensee and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

LICENSOR:

City of Rocklin, a municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

LICENSOR ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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 _____ **(Seal)**

LICENSEE ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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 _____ **(Seal)**

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of License dated _____, 2023, by and between City of Rocklin, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is legally described as follows:

Real property in the City of Rocklin, County of Placer, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROCKLIN BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, FURTHER BEING A PORTION OF THAT CERTAIN LOT 21 OF THAT CERTAIN FINAL MAP NAMED "WHITNEY RANCH LARGE LOT SUBDIVISION" FILED IN BOOK Z OF MAPS AT PAGE 94, OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION OF SAID LOT 21 ALSO BEING A PORTION OF THE IRREVOCABLE OFFER OF DEDICATION, FOR PARK PURPOSES, RECORDED OVER ALL OF WHITNEY RANCH PHASE 1 LOT 21 AS SHOWN ON SAID MAP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 21 AS SAID CORNER IS SHOWN ON SAID FINAL MAP; THENCE, ALONG THE NORTH LINE OF SAID LOT 21, NORTH 85° 13' 49" EAST, A DISTANCE OF 115.64 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 74° 12' 13" EAST, A DISTANCE OF 338.55 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 64° 17' 48" EAST, A DISTANCE OF 104.85 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 56° 36' 17" EAST, A DISTANCE OF 115.03 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 84° 50' 18" EAST, A DISTANCE OF 472.91 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 76° 04' 47" EAST, A DISTANCE OF 388.67 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 87° 06' 09" EAST, A DISTANCE OF 243.10 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 82° 49' 36" EAST, A DISTANCE OF 255.01 FEET; THENCE, LEAVING SAID NORTH LINE OF SAID LOT 21, SOUTH 16° 44' 46" WEST, A DISTANCE OF 64.13 FEET; THENCE, BEGINNING A NON-TANGENT CURVE TO THE RIGHT AT A POINT FROM WHICH THE RADIUS BEARS SOUTH 16° 44' 46" WEST, 27.79 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 212.00 FEET THROUGH A CENTRAL ANGLE OF 07° 30' 42" TO A POINT OF TANGENCY, SAID POINT BEING A POINT OF REVERSE CURVE; THENCE, 93.61 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 288.00 FEET THROUGH A CENTRAL ANGLE OF 18° 37' 21" TO A POINT OF REVERSE CURVE; THENCE, 212.37

FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 422.00 FEET THROUGH A CENTRAL ANGLE OF 28° 50' 00" TO A POINT OF REVERSE CURVE; THENCE, 61.58 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 88° 12' 20" TO POINT OF REVERSE CURVE; THENCE, 34.57 FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 33° 00' 44" TO A POINT OF A COMPOUND CURVE SAID POINT LYING ON THE EAST LINE OF SAID LOT 21, SAID POINT ALSO BEING A POINT OF NON-TANGENCY; THENCE, ALONG SAID EAST LINE OF SAID LOT 21, BEGINNING SAID NON-TANGENT CURVE FROM WHICH A RADIUS POINT BEARS SOUTH 69° 51' 26" WEST, 20.01 FEET ALONG THE ARC OF A CURVE COMPOUNDING TO THE RIGHT HAVING A RADIUS OF 725.00 FEET THROUGH A CENTRAL ANGLE OF 01° 14' 52" TO A POINT OF A REVERSE CURVE, SAID POINT BEING A POINT OF NON-TANGENCY; THENCE, LEAVING SAID EAST LINE OF SAID LOT 21 BEGINNING SAID NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 21° 24' 41" EAST, 22.57 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 32° 19' 32" TO POINT OF A REVERSE CURVE, SAID POINT BEING A POINT OF TANGENCY; THENCE, 92.37 FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 88° 12' 20" TO A POINT OF A REVERSE CURVE; THENCE, 202.30 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 402.00 FEET THROUGH A CENTRAL ANGLE OF 28° 50' 00" TO POINT OF A REVERSE CURVE; THENCE, 100.11 FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 308.00 FEET THROUGH A CENTRAL ANGLE OF 18° 37' 21" TO A POINT OF A REVERSE CURVE; THENCE, 25.17 FEET ALONG THE ARC OF A CURVE REVERSING TO THE LEFT HAVING A RADIUS OF 192.00 FEET THROUGH A CENTRAL ANGLE OF 07° 30' 42"; THENCE, NORTH 73° 15' 14" WEST, A DISTANCE OF 15.24 FEET; THENCE, 48.82 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 133.00 FEET THROUGH A CENTRAL ANGLE OF 21° 01' 48" TO A POINT OF A COMPOUND CURVE; THENCE, 57.16 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 569.00 FEET THROUGH A CENTRAL ANGLE OF 05° 45' 20"; THENCE, SOUTH 79° 57' 38" WEST, A DISTANCE OF 2.34 FEET; THENCE, 118.93 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 563.00 FEET THROUGH A CENTRAL OF 12° 06' 11"; THENCE, NORTH 87° 56' 11" WEST, A DISTANCE OF 148.34 FEET; THENCE, 77.10 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 287.00 FEET THROUGH A CENTRAL ANGLE OF 15° 23' 28"; THENCE, SOUTH 76° 40' 21" WEST, A DISTANCE OF 148.49 FEET; THENCE, 90.68 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 287.00 FEET THROUGH A CENTRAL ANGLE OF 18° 06' 13" TO A POINT OF A REVERSE CURVE; THENCE, 126.97 FEET ALONG THE ARC OF A CURVE REVERSING TO THE RIGHT HAVING A RADIUS OF 335.93 FEET THROUGH A CENTRAL ANGLE OF 21° 39' 23" TO A POINT OF NON-TANGENCY; THENCE, SOUTH, A DISTANCE OF 4.17 FEET; THENCE, 124.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 104.29 FEET THROUGH A CENTRAL ANGLE OF 68° 24' 55" TO A POINT OF NON-TANGENCY; THENCE, SOUTH 26° 25' 54" EAST, A DISTANCE OF 38.46 FEET; THENCE, 176.79 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 308.00 FEET THROUGH A CENTRAL ANGLE OF 32° 53' 12" TO POINT OF NON-TANGENCY; THENCE, NORTH 76° 14' 28" EAST, A DISTANCE OF 114.71 FEET; THENCE, SOUTH 14° 20' 36" EAST, A DISTANCE OF 39.98 FEET; THENCE, SOUTH 08° 54' 44" WEST, A DISTANCE OF 63.43 FEET; THENCE, 36.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 92.55 FEET THROUGH A CENTRAL ANGLE OF 22° 27' 23"; THENCE, SOUTH 13° 32' 39" EAST, A DISTANCE OF 151.17 FEET; THENCE, SOUTH 05° 00' 25" EAST, A DISTANCE OF 18.64 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21 SAID SOUTH LINE OF SAID LOT 21 BEING COMMON TO THE NORTHERLY LINE OF WHITNEY RANCH PARKWAY AS SAID PARKWAY IS SHOWN ON SAID FINAL MAP; THENCE, ALONG SAID COMMON LINE, SOUTH 85° 09' 29" WEST, A DISTANCE OF 176.58 FEET; THENCE, CONTINUING ALONG SAID COMMON LINE, 329.40 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1565.00 FEET THROUGH A CENTRAL ANGLE OF 12° 03' 35"; THENCE, CONTINUING ALONG SAID COMMON LINE, SOUTH 73° 05' 54" WEST, A DISTANCE OF 498.60 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 21; THENCE, LEAVING SAID COMMON LINE ALONG THE WESTERLY LINE OF SAID LOT 21, NORTH 16° 54' 06" WEST, A DISTANCE OF 118.00 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE, CONTINUING ALONG SAID WESTERLY LINE SOUTH 73° 05' 54" WEST, A DISTANCE OF 111.00 FEET TO A POINT LYING ON THE EASTERLY LINE OF WILDCAT BOULEVARD

SAID EASTERLY LINE OF WILDCAT BOULEVARD COMMON TO SAID WESTERLY LINE OF SAID LOT 21; THENCE, ALONG SAID COMMON LINE, NORTH 16° 54' 06" WEST, A DISTANCE OF 209.37 FEET; THENCE, CONTINUING ALONG SAID COMMON LINE, 326.69 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2435.00 FEET THROUGH A CENTRAL ANGLE OF 07° 41' 13"; THENCE, CONTINUING ALONG SAID COMMON LINE NORTH 09° 12' 53" WEST, A DISTANCE OF 128.40 FEET TO SAID POINT OF BEGINNING. SAID MAP REFERENCED ABOVE WAS MODIFIED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JUNE 4, 2007, AS DOCUMENT NO. 2007-0056099 PLACER COUNTY OFFICIAL RECORDS AND BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JULY 12, 2013, AS DOCUMENT NO. 2013-0069963 PLACER COUNTY RECORDS.

APN: 017-175-019

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Placer County Appears on Following Page]

EXHIBIT 24(k)

IRS FORM W-9 & CA FTB FORM 590

[IRS FORM W-9 (REVISED OCTOBER 2018) & 2022 CA FTB FORM 590
APPEAR ON FOLLOWING TWO (2) PAGES]

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person ▶**	**Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

TAXABLE YEAR

CALIFORNIA FORM

2022 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP code

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ▶ _____ Date _____

7061223

Form 590 2021

WHITNEY PARK
CVL05848

1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765

PROJECT REFERENCE NUMBERS

SITE I.D.:	**CVL05848**
US I.D.:	**315496**
FA NO.:	**15532178**
ORACLE NO.:	**3701A0YEEC**
PACE NO.:	**MRSFR077685**
PROGRAM:	**NSB**

PROJECT DESCRIPTION

SCOPE OF WORK:

NEW UNMANNED TELECOMMUNICATION FACILITY CONSISTING OF:

- THE REPLACEMENT OF (1) EXISTING 69–8" TALL LIGHT POLE WITH A NEW 89'–0" TALL LIGHT STANDARD MONOPOLE
- THE INSTALLATION OF (1) NEW AT&T STICK BUILD/CUSTOM EQUIPMENT SHELTER W/ SPACE DEDICATED TO PARK DEPARTMENT OPERATION STORAGE WITHIN A NEW 11'–6 X 38'–10" AT&T LEASE AREA (446.6 SQ. FT.)
- THE INSTALLATION OF (12) NEW AT&T PANEL ANTENNAS ON A NEW 89'–0" TALL LIGHT STANDARD MONOPOLE
- THE INSTALLATION OF (15) NEW AT&T REMOTE RADIO UNITS (RRU) ON A NEW 89'–0" TALL LIGHT STANDARD MONOPOLE
- THE REINSTALLATION OF RELOCATED LIGHTS FROM EXISTING LIGHT POLE ONTO A NEW 89'–0" TALL LIGHT STANDARD MONOPOLE
- INSTALL (1) NEW 30KW DIESEL EMERGENCY BACK–UP GENERATOR

PROJECT INFORMATION

SITE ADDRESS:
MONOPOLE LOCATED AT "WHITNEY COMMUNITY PARK"
1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765

PROPERTY OWNER:
CITY OF ROCKLIN
PARKS AND RECREATION
CONTACT: SHAWN DARLING
CITY OF ROCKLIN
(PARKS & RECREATION MANAGER)
DIRECT PHONE: (916) 625–5282
EMAIL: shawn.darling@rocklin.ca.us

LATITUDE (NAD83):
38° 49' 55.83" N
38.832175 N

LONGITUDE (NAD83):
121° 17' 15.97" W
121.287769 W

ELEVATION (NAD88):
179' A.M.S.L.

A.P.N.:
017–175–019

JURISDICTION:
CITY OF ROCKLIN

ZONING CLASSIFICATION:
R–C RECREATION–CONSERVATION

CURRENT USE:
COMMUNITY PARK/
TELECOMMUNICATIONS FACILITY

NEW USE:
COMMUNITY PARK/
TELECOMMUNICATIONS FACILITY

CONSTRUCTION TYPE:
TYPE II–A

POWER PROVIDER:
PACIFIC GAS & ELECTRIC

PROJECT TEAM

APPLICANT/LESSEE:
AT&T MOBILITY
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583
CONTACT: LAURA BLAKE
PHONE: (916) 799 5278
EMAIL: LG1589@ATT.COM

LEASING MANAGER:
EPIC WIRELESS GROUP LLC.
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA. 95630
CONTACT: CARL JONES
PHONE: (916) 798–2275
EMAIL: carl.jones@epicwireless.net

CONSTRUCTION MANAGER:
EPIC WIRELESS GROUP LLC.
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA. 95630
CONTACT: ANDREW MEDINA
PHONE: (530) 574–4773
EMAIL: carl.jones@epicwireless.net

ARCHITECT:
DELTA GROUPS ENGINEERING
6800 KOLL CENTER PARKWAY
SUITE 225
PLEASANTON, CA 94566
PHONE: (925) 468–0115
FAX: (925) 468–0355

RF ENGINEER:
AT&T MOBILITY
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 64583
CONTACT: WAHID REZA
EMAIL: WR0880@ATT.COM

CIVIL VENDOR:
QUALTEK WIRELESS
1200 DEL PASO, SUITE 150
SACRAMENTO, CA 95608
CONTACT: MATHEW STEWART
PHONE: (702) 622 9458
EMAIL: mstewart@qualtekwireless.com

SHEET INDEX

SHEET 1	T1	TITLE SHEET
SHEET 2	C1	SURVEY
SHEET 3	C2	SURVEY
SHEET 4	GN1	BATTERY SPECIFICATIONS
SHEET 5	GN1.1	BATTERY SPECIFICATIONS
SHEET 6	GN1.2	BATTERY SPECIFICATIONS
SHEET 7	GN1.3	BATTERY SPECIFICATIONS
SHEET 8	A1	OVERALL SITE PLAN
SHEET 9	A2	ENLARGED SITE PLAN, EQUIPMENT LAYOUT
SHEET 10	A2.1	ANTENNA LAYOUT, & ANTENNA EQUIPMENT SQUEDULE
SHEET 11	A3	EQUIPMENT AREA ELEVATIONS
SHEET 12	A3.1	EXISTING & NEW NORTH & SOUTH ANTENNA AREA ELEVATIONS
SHEET 13	A3.2	EXISTING & NEW EAST & WEST ANTENNA AREA ELEVATIONS
SHEET 14	E1	SINGLE LINE DIAGRAM & PANEL SCHEDULE

CODE COMPLIANCE

SUBCONTRACTORS' WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

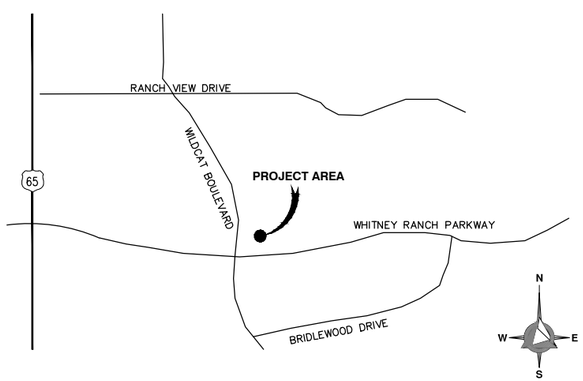
2019 CA ADMINISTRATIVE CODE
2019 CA BUILDING CODE
2019 CA ELECTRICAL CODE
2019 CA MECHANICAL CODE
2019 CA PLUMBING CODE
2019 CA FIRE CODE
2019 ENERGY CODE

SUBCONTRACTORS' WORK SHALL COMPLY WITH ALL LOCAL BUILDING CODES AND CITY/COUNTY ORDINANCES.

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ACCESSIBILITY IS EXEMPT BASED ON ADA STANDARDS 203.5 AND CBC 11B–203.5 "MACHINERY SPACES."

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

VICINITY MAP



DIRECTIONS FROM AT&T

FROM AT&T MOBILITY OFFICES LOCATED AT 5001 EXECUTIVE PARKWAY IN SAN RAMON, CA:

DRIVING DIRECTIONS: FROM AT&T OFFICE @ 5001 EXECUTIVE PARKWAY, SAN RAMON, CA. GET ON I–680 N. TAKE EXIT 71A TOWARDS I–80 E/SACRAMENTO. TAKE EXIT 106 FOR CA–65 N. TAKE EXIT 312 FOR WHITNEY RANCH PKWY. TURN RIGHT ONTO WHITNEY RANCH PKWY. PASS WILDCAT BLVD. AND MAKE U–TURN BACK TO PARKING LOT AT WHITNEY COMMUNITY PARK.

APPROVALS

APPROVED BY:	INITIALS:	DATE:
AT&T:		
VENDOR:		
R.F.:		
LEASING/LANDLORD:		
ZONING:		
CONSTRUCTION:		
POWER/TELCO:		
PG&E:		

RF DATA SHEET

VERSION: 1.00 **DATE UPDATED: 8/8/22**

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

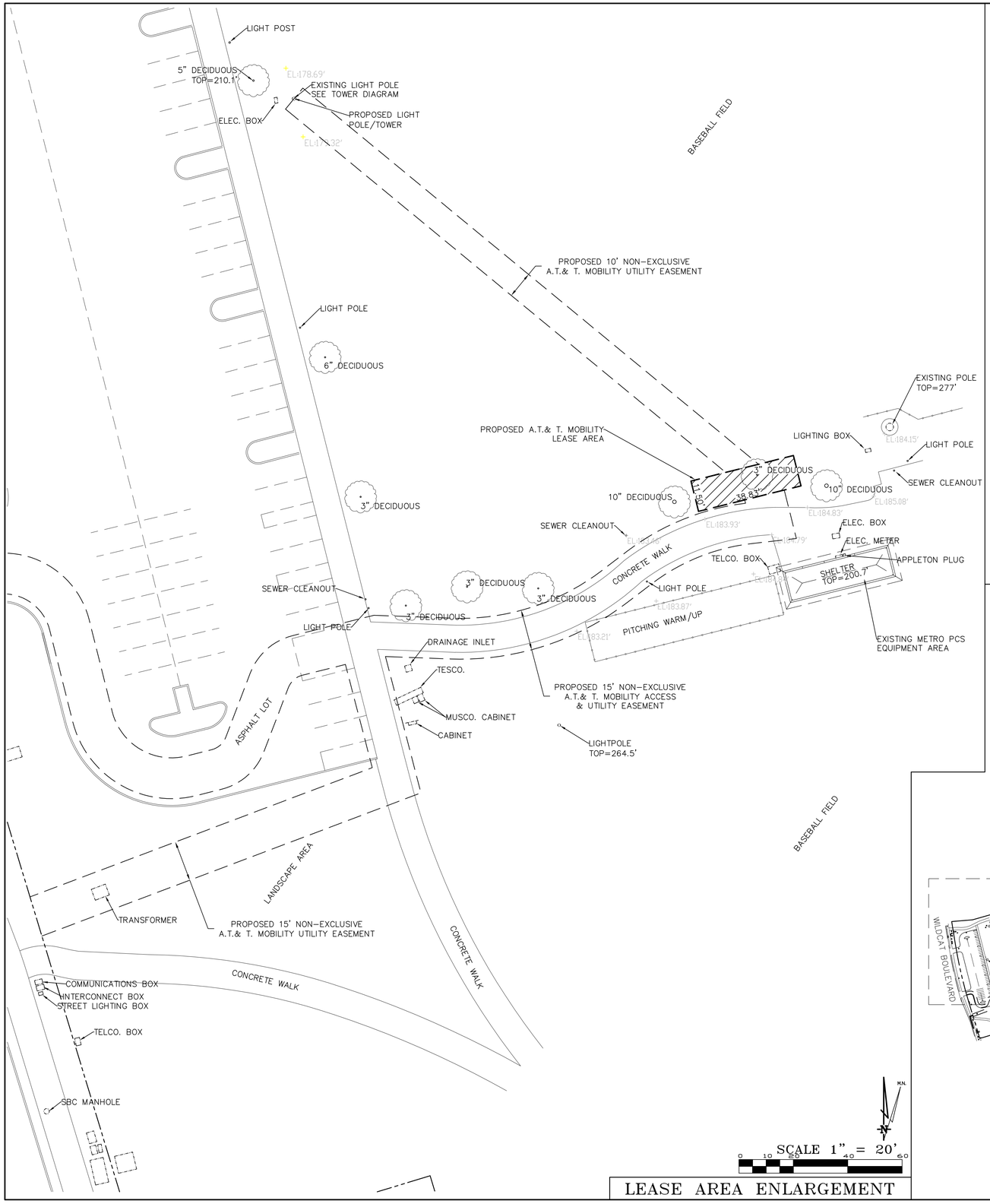
WHITNEY PARK
CVL05848

1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765

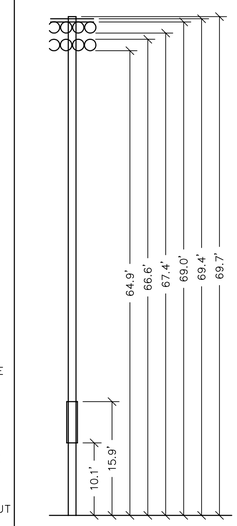
DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468–0115 FAX: (925) 468–0355

REV.	DATE	DESCRIPTION	BY	CHK
1	05/20/22	ISSUED FOR 90% ZD	ND	.
2	06/01/22	ISSUED FOR 90% ZD REVISION	JK	.
3	08/16/22	ISSUED FOR 90% ZD REDESIGN	YF	.
4	09/23/22	ISSUED FOR 90% ZD REVISION	JK	.
5	10/14/22	ISSUED FOR 90% ZD REVISION	JK	.
6	11/8/22	ISSUED FOR 90% ZD REVISION	JK	.
7	11/28/22	ISSUED FOR 100% ZD	JK	.
8	12/21/22	ISSUED FOR 100% ZD	JK	

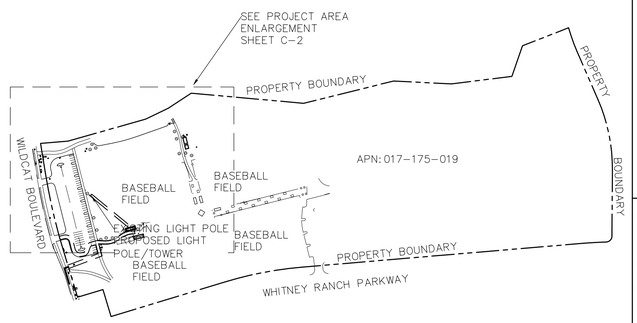
SHEET TITLE: TITLE SHEET
SHEET: T1
DGE NO.: P22MX004
SITE NAME: WHITNEY PARK



LEASE AREA ENLARGEMENT



TOWER DIAGRAM



OVERALL SITE PLAN

Lease Area Description

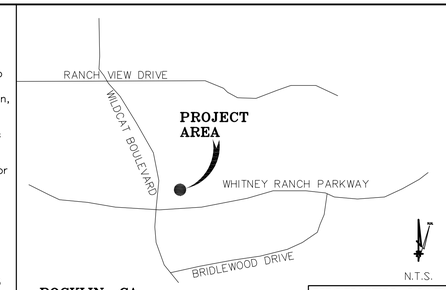
All that certain lease area being a portion of that certain Lot 21 as is on that certain Subdivision Map filed for record at Book "Z" of Maps at Page 94, Placer County Records, located in the City of Rocklin, County of Placer, State of California, and being a portion of Section 3, Township 11 N., Range 6 E., M.D.B.& M, and being more particularly described as follows:

Commencing at a standard monument in well set for the centerline intersection of Liberty Parkway and Whitney Ranch Parkway as shown on the above referenced Map, from which a similar monument bears North 16°43'47" West 2651.93 feet; thence from said point of commencement North 27°39'45" East 541.94 feet to the True Point of Beginning; thence from said True Point of Beginning South 76°00'56" West 38.83 feet; thence North 13°59'04" West 11.50 feet; thence North 76°00'56" East 38.83 feet; thence South 13°59'04" East 11.50 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes fifteen feet in width the centerline of which is described as follows: beginning at a point on the Southeast boundary of the above described lease area which bears South 76°00'56" West 13.83 feet from the Southeasterly corner thereof and running thence South 13°59'04" East 9.82 feet; thence South 83°30'16" West 8.01 feet; thence through a tangent curve to the left having a radius of 82.00 feet and running through an arc distance of 44.22 feet; thence tangent to the last curve South 52°36'27" West 11.55 feet; thence through a tangent curve to the right having a radius of 93.00 feet and running through an arc distance of 64.19 feet; thence tangent to the last curve North 87°50'47" West 27.64 feet; thence South 75°56'20" West 6.07 feet to a point hereafter defined as Point "A"; thence continuing South 75°56'20" West 23.74 feet; thence through a tangent curve to the left having a radius of 15.00 feet and running through an arc distance of 14.42 feet; thence tangent to the last curve South 20°52'38" West 25.18 feet; thence through a tangent curve to the right having a radius of 15.00 feet and running through an arc distance of 14.42 feet; thence tangent to the last curve South 75°56'20" West 9.60 feet; thence through a tangent curve to the right having a radius of 30.00 feet and running through an arc distance of 47.11 feet; thence tangent to the last curve North 14°05'05" West 34.75 feet; thence through a tangent curve to the left having a radius of 25.00 feet and running through an arc distance of 39.58 feet; thence tangent to the last curve South 75°11'58" West 18.5 feet more or less to the public right of way more commonly known as Wildcat Boulevard.

Also together with a non-exclusive easement for utility purposes fifteen feet in width the centerline of which is described as follows: beginning at Point "A" as previously defined and running thence South 14°34'24" East 53.40 feet; thence South 69°19'04" West 141.8 feet more or less to the public right of way more commonly known as Wildcat Boulevard.

Also together with a non-exclusive easement for tower and utility purposes ten feet in width the centerline of which is described as follows: beginning at the midpoint on the Northwesterly boundary of the above described lease area and running thence North 50°28'08" West 213.7 feet more or less to the proposed tower location.



ROCKLIN, CA

VICINITY MAP

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GEIL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GEIL ENGINEERING TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GEIL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603-5015
Phone: (530) 885-0426 * Fax: (530) 823-1309

A.T.& T. Mobility

Project No./Name: CVL05848 / Whitney Park

Project Site Location: 1801 Whitney Ranch Parkway
Rocklin, CA 95765
Placer County

Date of Observation: 04-22-22

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

Type of Antenna Mount: Proposed Monopole Tower

Coordinates (Tower)
Latitude: N 38° 49' 55.83" (NAD83) N 38° 49' 56.19" (NAD27)
Longitude: W 121° 17' 15.97" (NAD83) W 121° 17' 12.14" (NAD27)

ELEVATION of Ground at Structure (NAVD88) 179' AMSL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1-A Standards as defined in the FAA ASAC Information Sheet 91:003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil California RCE 14803

DATE OF SURVEY: 04-22-22

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, R.C.E. 14803

LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.36' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: N/A

CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.

ASSESSOR'S PARCEL NUMBER: 017-175-019

OWNER(S): CITY OF ROCKLIN
3970 ROCKLIN ROAD
ROCKLIN, CA 95677

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\IN		
OPS		
EE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING * SURVEYING * PLANNING
1226 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885-0426
Fax: (530) 823-1309

at&t MOBILITY

CVL05848
WHITNEY PARK
1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765
PLOT PLAN AND
SITE TOPOGRAPHY

REVISIONS		
04-26-22	REV	DRAWING SUBMITTAL
N. ROHDE		
06-22-22	REV	LEASE AREA PLACED
N. ROHDE		
08-01-22	REV	ADD. TOPO ADDED
N. ROHDE		
08-12-22	REV	SPOT ELEV. ADDED
N. ROHDE		
08-19-22	REV	LEASE AREA PLACED
N. ROHDE		

Sheet
C-1



SCALE 1" = 30'

PROJECT AREA ENLARGEMENT

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\IN		
OPS		
EE\OUT		

Surveyor

GRIL ENGINEERING
ENGINEERING • SURVEYING • PLANNING
1228 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885-0428
Fax: (530) 823-1309

at&t MOBILITY

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1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765
PLOT PLAN AND
SITE TOPOGRAPHY

Sheet
C-2

connect@alpinepowersystems.com
877-993-8855

ALPINE POWER SYSTEMS
A Division of TFI, Inc. est. 1963

Click to view product web page



PowerSafe® SBS Front Terminal

Telecommunications *NEBS™ Certified*

Battery Range Summary

The PowerSafe® SBS® Front Terminal battery further extends the technical leadership of PowerSafe SBS battery product line: not only do PowerSafe SBS Front Terminal monoblocs retain the benefits typically associated with Thin Plate Pure Lead (TPPL) Technology such as long life, high energy density, superior shelf life, etc., they also deliver exceptional cyclic performance in both float and fast charge applications, even in the hottest and harshest operating environments.

Where conventional Valve Regulated Lead Acid (VRLA)/Absorbed Glass Mat (AGM) batteries struggle to cope with harsh conditions and frequent power outages, cutting edge (TPPL) technology makes PowerSafe 12V batteries the perfect solution for the challenging operating conditions of today's telecommunication networks.

PowerSafe SBS batteries are designed to high quality standards and a unique manufacturing methods means superior energy and power, high performance and proven reliability, there is no substitute to PowerSafe SBS Front Terminal batteries.



Features and Benefits

- Capacity range 31-190Ah
- 12V monobloc configurations
- Multiple string configurations available
- Two year shelf life
- SR4228 compliant
- Proven long service life
- High energy density and cycling capability

EnerSys® Power/full Solutions | RESERVE POWER

Publication No: US-SBSF-RS-004 - January 2014

Construction

- Robust positive plates are designed to prolong service life and enhance corrosion resistance
- Separators are low resistance microporous (AGM). The electrolyte is absorbed within the AGM, preventing acid spills in case of accidental damage
- Container and cover in flame retardant UL94-V0 material, highly resistant to shock and vibration
- Terminals are stainless steel front access with top access copper alloy insert. Top and front access terminations provide maximum conductivity
- Self-regulating one way pressure relief valves prevents ingress of atmospheric oxygen

Installation and Operation

- Space efficient footprint
- VRLA design, reduces maintenance requirements
- Lifting handles for easy handling
- Greater than 10 year life expectancy in float service at 77°F (25°C)
- Increased active material surface area yields great cycling capability
- Operating temperature: -40°F (-40°C) to 122°F (50°C) Recommended temperature: 68°F (20°C) to 86°F (30°C)

Standards

- Meets criteria for "non-spillable" batteries
- Complies with Telcordia® SR-4228, Network Equipment Building System (NEBS™) Criteria Levels
- The management systems governing the manufacture of this product are ISO 9001:2008 and ISO 14001:2004 certified

General Specifications

Cell Type	Nominal Capacity (Ah) 10 hr rate to 1.80V/pc @20°C	Nominal Capacity (Ah) 8 hr rate to 1.75V/pc @77°F	Nominal Dimensions Length in	Length mm	Width in	Width mm	Height in	Height mm	Weight - Volumes Unpacked lbs	Unpacked kg
SBS B8F	31	31	11.9	303	3.8	97	6.3	159	22.7	10.3
SBS B10F	38	38	11.9	303	3.8	97	7.2	184	28.2	12.8
SBS B14F	62	62	11.9	303	3.8	97	10.4	264	42.0	19.1
SBS C11F	92	91	16.4	417	4.1	105	10.1	256	61.6	28.0
SBS 100F	100	100	15.6	395	4.3	108	11.3	287	71.9	32.6
SBS 112F	112	112	22.1	561	4.9	125	9.0	228	90.4	41.1
SBS 145F	145	145	17.9	455	6.8	173	9.4	238	105.0	47.7
SBS 166F	165	165	17.9	455	6.8	173	10.8	273	117.4	53.3
SBS 170F	170	170	22.1	561	4.9	125	11.1	283	115.7	52.5
SBS 190F	190	190	22.1	561	4.9	125	12.4	316	132.3	60.0



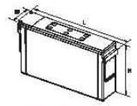
SBS B8F-B14F



SBS C11F



SBS 100F-112F



SBS 145F - 190F

ALPINE POWER SYSTEMS
A Division of TFI, Inc. est. 1963
connect@alpinepowersystems.com
877-993-8855

Battery Services for Backup Power
• Battery Installation
• Capacity and Acceptance
• Preventative Maintenance

backup power | telecom | motive power
www.alpinepowersystems.com

BATTERY INFORMATION

BATTERY MODEL	ALPHINE POWER SYSTEM / POWERSAFE SBS ENERSYS 190AH
BATTERY ELECTROLYTE DATA– 12V MONOBLOCKS	
TOTAL ELECTROLYTE VOLUME (GAL.) PER UNIT	2.34 GAL.
TOTAL ELECTROLYTE WEIGHT (LBS.) PER UNIT	25.3 LBS.
BATTERY SULFURIC ACID DATA	
% SULFURIC ACID BY VOLUME = ACID VOLUME PER UNIT / ELECTROLYTE VOLUME PER UNIT	28.20% = 0.66 GAL. / 2.34 GAL.
% SULFURIC ACID BY WEIGHT = TOTAL ACID WEIGHT / ELECTROLYTE WEIGHT	39.92% = 10.1 LBS. / 25.3 LBS.
TOTAL SULFURIC VOLUME (GAL.) = TOTAL UNITS x ELECTROLYTE VOLUME PER UNIT	28.08 GAL. = 12 UNITS x 2.34 GAL.
TOTAL SULFURIC WEIGHT (LBS.) = TOTAL UNITS x ACID WEIGHT PER UNIT	121.2 LBS. = 12 UNITS x 10.1 GAL.
CFC CHAPTER 6 COMPLIANCE	
TOTAL ELECTROLYTE = 12 BATTERIES x 2.34 GAL. PER BATTERY = 28.08 GAL. *	

* SINCE <50 GAL. OF ELECTROLYTE, CFC CHAPTER 6, SECTION 608 IS NOT APPLICABLE

BATTERY SPECIFICATIONS

1

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

WHITNEY PARK
CVL05848
1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

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SHEET TITLE: BATTERY SPECIFICATIONS

SHEET	DGE NO.
GN3.1	P22MX004
	SITE NAME: WHITNEY PARK

EnerSys
Power/Full Solutions

SAFETY DATA SHEET

Form #: SDS 853027
Revised: AG
Supersedes: AF
ECO #: 1002195

I. PRODUCT IDENTIFICATION

Chemical Trade Name (as used on label):
Cyclon®, Odyssey, Genesis®, SBS, XE®, Armsafe Plus®, MILPC, Nexsys, or Large TPPL.

Chemical Family/Classification:
Sealed Lead Battery

Synonyms:
Sealed Lead Acid Battery, VRLA Battery

Telephone:
For information and emergencies, contact EnerSys Energy Products
Environmental, Health & Safety Dept. at 660-429-2165

Manufacturer's Name/Address:
EnerSys Energy Products Inc.
617 N. Ridgeview Drive
Warrensburg, MO 64093-9301

Canada Corporate Office
3-61 Parr Boulevard
Bolton, Ontario
L7E 4E3

24-Hour Emergency Response Contact:
CHEMTREC DOMESTIC: 800-424-9300 CHEMTREC INTL: 703-527-3877

II GHS HAZARDS IDENTFICATION

HEALTH		ENVIRONMENTAL	PHYSICAL
Acute Toxicity (Oral/Dermal/Inhalation)	Category 4	Aquatic Chronic 1	Explosive Chemical, Division 1.3
Skin Corrosion/Irritation	Category 1A	Aquatic Acute 1	
Eye Damage	Category 1		
Reproductive	Category 1A		
Carcinogenicity (lead compounds)	Category 1B		
Carcinogenicity (acid mist)	Category 1A		
Specific Target Organ Toxicity (repeated exposure)	Category 2		

GHS LABEL:

HEALTH | ENVIRONMENTAL | PHYSICAL





Hazard Statements	Precautionary Statements
DANGER!	Wash thoroughly after handling.
Causes severe skin burns and serious eye damage.	Do not eat, drink or smoke when using this product.
May damage fertility or the unborn child if ingested or inhaled.	Wear protective gloves/protective clothing, eye protection/face protection.
May cause cancer if ingested or inhaled.	Avoid breathing dust/fume/gas/mist/vapors/spray.
Causes damage to central nervous system, blood and kidneys through prolonged or repeated exposure.	Use only outdoors or in a well-ventilated area.
May form explosive air/gas mixture during charging.	Contact with internal components may cause irritation or severe burns. Avoid contact with internal acid.
Explosive, fire, blast, or projection hazard.	Irritating to eyes, respiratory system, and skin.
May cause harm to breast-fed children	Obtain special instructions before use.
Harmful if swallowed, inhaled, or contact with skin	Do not handle until all safety precautions have been read and understood
Causes skin irritation, serious eye damage.	Avoid contact during pregnancy/while nursing
	Keep away from heat./sparks/open flames/hot surfaces. No smoking

III. COMPOSITION/INFORMATION ON INGREDIENTS

Components	CAS Number	Approximate % by Weight
Inorganic Lead Compound:		
Lead	7439-92-1	45 - 60
Lead Dioxide	1309-60-0	15 - 25
Tin	7440-31-5	0.1 - 0.2
Sulfuric Acid Electrolyte (Sulfuric Acid/Water)	7664-93-9	15 - 20
Case Material:		5 - 10
Polypropylene	9003-07-0	
Polystyrene	9003-53-6	
Styrene Acrylonitrile	9003-54-7	
Acrylonitrile Butadiene Styrene	9003-56-9	
Styrene Butadiene	9003-55-8	
Polyvinylchloride	9002-86-2	
Polycarbonate, Hard Rubber, Polyethylene	9002-88-4	
Polyphenylene Oxide	25134-01-4	
Polycarbonate/Polyester Alloy	--	
Other:		
Absorbent Glass Mat	--	1 - 2

EnerSys
Power/Full Solutions

SAFETY DATA SHEET

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Inorganic lead and sulfuric acid electrolyte are the primary components of every battery manufactured by EnerSys Energy Products.
There are no mercury or cadmium containing products present in batteries manufactured by EnerSys Energy Products.

IV. FIRST AID MEASURES

Inhalation:
Sulfuric Acid: Remove to fresh air immediately. If breathing is difficult, give oxygen. Consult a physician
Lead: Remove from exposure, gargle, wash nose and lips; consult physician.

Ingestion:
Sulfuric Acid: Give large quantities of water; do not induce vomiting or aspiration into the lungs may occur and can cause permanent injury or death; consult a physician
Lead: Consult physician immediately.

Skin:
Sulfuric Acid: Flush with large amounts of water for at least 15 minutes; remove contaminated clothing completely, including shoes. If symptoms persist, seek medical attention. Wash contaminated clothing before reuse. Discard contaminated shoes
Lead: Wash immediately with soap and water.

Eyes:
Sulfuric Acid and Lead: Flush immediately with large amounts of water for at least 15 minutes while lifting lids
Seek immediate medical attention if eyes have been exposed directly to acid.

V. FIRE FIGHTING MEASURES

Flash Point: N/A
Flammable Limits: LEL = 4.1% (Hydrogen Gas) UEL = 74.2% (Hydrogen Gas)
Extinguishing Media: Carbon dioxide; foam; dry chemical. Avoid breathing vapors. Use appropriate media for surrounding fire.
Special Fire Fighting Procedures:
If batteries are on charge, shut off power. Use positive pressure, self-contained breathing apparatus. Water applied to electrolyte generates heat and causes it to spatter. Wear acid-resistant clothing, gloves, face and eye protection.
Note that strings of series connected batteries may still pose risk of electric shock even when charging equipment is shut down.
Unusual Fire and Explosion Hazards:
Highly flammable hydrogen gas is generated during charging and operation of batteries. To avoid risk of fire or explosion, keep sparks or other sources of ignition away from batteries. Do not allow metallic materials to simultaneously contact negative and positive terminals of cells and batteries. Follow manufacturer's instructions for installation and service.

VI. ACCIDENTAL RELEASE MEASURES

Spill or Leak Procedures:
Stop flow of material, contain/absorb small spills with dry sand, earth, and vermiculite. Do not use combustible materials. If possible, carefully neutralize spilled electrolyte with soda ash, sodium bicarbonate, lime, etc. Wear acid-resistant clothing, boots, gloves, and face shield. Do not allow discharge of unneutralized acid to sewer. Acid must be managed in accordance with local, state, and federal requirements.
Consult state environmental agency and/or federal EPA.

VII. HANDLING AND STORAGE

Handling:
Unless involved in recycling operations, do not breach the casing or empty the contents of the battery.
There may be increasing risk of electric shock from strings of connected batteries
Keep containers tightly closed when not in use. If battery case is broken, avoid contact with internal components.
Keep vent caps on and cover terminals to prevent short circuits. Place cardboard between layers of stacked automotive batteries to avoid damage and short circuits.
Keep away from combustible materials, organic chemicals, reducing substances, metals, strong oxidizers and water. Use banding or stretch wrap to secure items for shipping.

Storage:
Store batteries in cool, dry, well-ventilated areas with impervious surfaces and adequate containment in the event of spills. Batteries should also be stored under roof for protection against adverse weather conditions. Separate from incompatible materials. Store and handle only in areas with adequate water supply and spill control. Avoid damage to containers. Keep away from fire, sparks and heat. Keep away from metallic objects which could bridge the terminals on a battery and create a dangerous short-circuit

Charging:
There is a possible risk of electric shock from charging equipment and from strings of series connected batteries, whether or not being charged. Shut-off power to chargers whenever not in use and before detachment of any circuit connections. Batteries being charged will generate and release flammable hydrogen gas. Charging space should be ventilated. Keep battery vent caps in position. Prohibit smoking and avoid creation of flames and sparks nearby. Wear face and eye protection when near batteries being charged.

VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Limits (mg/m3) Note: N.E.= Not Established

INGREDIENTS (Chemical/Common Names)	OSHA PEL	ACGIH	US NIOSH	Quebec PEV	Ontario OEL	EU OEL
Lead and Lead Compounds (inorganic)	0.05	0.05	0.05	0.05	0.05	0.15 (b)
Tin	2	2	2	2	2	N.E
Sulfuric Acid Electrolyte	1	0.2	1	1	0.2	0.05 (c)
Polypropylene	N.E	N.E	N.E	N.E	N.E	N.E
Polystyrene	N.E	N.E	N.E	N.E	N.E	N.E
Styrene Acrylonitrile	N.E	N.E	N.E	N.E	N.E	N.E
Acrylonitrile Butadiene Styrene	N.E	N.E	N.E	N.E	N.E	N.E
Styrene Butadiene	N.E	N.E	N.E	N.E	N.E	N.E
Polyvinylchloride	N.E	N.E	N.E	N.E	1	N.E

BATTERY SPECIFICATIONS 1

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

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Polycarbonate, Hard Rubber, Polyethylene	N.E	N.E	N.E	N.E	N.E	N.E
Polyphenylene Oxide	N.E	N.E	N.E	N.E	N.E	N.E
Polycarbonate/Polyester Alloy Rubber, Polyethylene	N.E	N.E	N.E	N.E	N.E	N.E
Absorbent Glass Mat	N.E	N.E	N.E	N.E	N.E	N.E

NOTES:
(b) As inhalable aerosol
(c) Thoracic fraction

Engineering Controls (Ventilation):
Store and handle in well-ventilated area. If mechanical ventilation is used, components must be acid-resistant.
Handle batteries cautiously to avoid spills. Make certain vent caps are on securely. Avoid contact with internal components. Wear protective clothing, eye and face protection when filling, charging or handling batteries. Do not allow metallic materials to simultaneously contact both the positive and negative terminals of the batteries. Charge the batteries in areas with adequate ventilation. General dilution ventilation is acceptable.

Respiratory Protection (NIOSH/MSHA approved):
None required under normal conditions. When concentrations of sulfuric acid mist are known to exceed the PEL, use NIOSH or MSHA-approved respiratory protection.

Skin Protection:
If battery case is damaged, use rubber or plastic acid-resistant gloves with elbow-length gauntlet, acid-resistant apron, clothing and boots

Eye Protection:
If battery case is damaged, use chemical goggles or face shield.

Other Protection:
Under severe exposure emergency conditions, wear acid-resistant clothing and boots.

IX. PHYSICAL AND CHEMICAL PROPERTIES

Properties Listed Below are for Electrolyte:

Boiling Point:	203 - 240° F	**Specific Gravity (H2O = 1):**	1.215 to 1.350
Melting Point:	N/A	**Vapor Pressure (mm Hg):**	10
Solubility in Water:	100%	**Vapor Density (AIR = 1):**	Greater than 1
Evaporation Rate: (Butyl Acetate = 1)	Less than 1	**% Volatile by Weight:**	N/A
pH:	~1 to 2	**Flash Point:**	Below room temperature (as hydrogen gas)
LEL (Lower Explosive Limit)	4.1% (Hydrogen)	**UEL (Upper Explosive Limit)**	74.2% (Hydrogen)
Appearance and Odor:	Manufactured article; no apparent odor. Electrolyte is a clear liquid with a sharp, penetrating, pungent odor.		

X. STABILITY AND REACTIVITY

Stability: Stable X Unstable ___

This product is stable under normal conditions at ambient temperature

Conditions To Avoid: Prolonged overcharge; sources of ignition

Incompatibility: (Materials to avoid)
Sulfuric Acid: Contact with combustibles and organic materials may cause fire and explosion. Also reacts violently with strong reducing agents, metals, sulfur trioxide gas, strong oxidizers and water. Contact with metals may produce toxic sulfur dioxide fumes and may release flammable hydrogen gas.
Lead Compounds: Avoid contact with strong acids, bases, halides, halogenates, potassium nitrate, permanganate, peroxides, nascent hydrogen and reducing agents.

Hazardous Decomposition Products:
Sulfuric Acid: Sulfur trioxide, carbon monoxide, sulfuric acid mist, sulfur dioxide, and hydrogen sulfide.
Lead Compounds: High temperatures likely to produce toxic metal fume, vapor, or dust; contact with strong acid or base or presence of nascent hydrogen may generate highly toxic arsine gas.

Hazardous Polymerization:
Will not occur

XI. TOXICOLOGICAL INFORMATION

Routes of Entry:
Sulfuric Acid: Harmful by all routes of entry.
Lead Compounds: Hazardous exposure can occur only when product is heated, oxidized or otherwise processed or damaged to create dust, vapor or fume. The presence of nascent hydrogen may generate highly toxic arsine gas.

Inhalation:
Sulfuric Acid: Breathing of sulfuric acid vapors or mists may cause severe respiratory irritation.
Lead Compounds: Inhalation of lead dust or fumes may cause irritation of upper respiratory tract and lungs.

Ingestion:
Sulfuric Acid: May cause severe irritation of mouth, throat, esophagus and stomach.
Lead Compounds: Acute ingestion may cause abdominal pain, nausea, vomiting, diarrhea and severe cramping. This may lead rapidly to systemic toxicity and must be treated by a physician.

Skin Contact:
Sulfuric Acid: Severe irritation, burns and ulceration.
Lead Compounds: Not absorbed through the skin.

Eye Contact:
Sulfuric Acid: Severe irritation , burns, cornea damage, and blindness.

EnerSys Power/Full Solutions

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Lead Components: May cause eye irritation.

Effects of Overexposure - Acute:
Sulfuric Acid: Severe skin irritation, damage to cornea, upper respiratory irritation.
Lead Compounds: Symptoms of toxicity include headache, fatigue, abdominal pain, loss of appetite, muscle aches and weakness, sleep disturbances and irritability.

Effects of Overexposure - Chronic:
Sulfuric Acid: Possible erosion of tooth enamel, inflammation of nose, throat and bronchial tubes.
Lead Compounds: Anemia; neuropathy, particularly of the motor nerves, with wrist drop; kidney damage; reproductive changes in males and females. Repeated exposure to lead and lead compounds in the workplace may result in nervous system toxicity. Some toxicologists report abnormal conduction velocities in persons with blood lead levels of 50mcg/100 ml or higher. Heavy lead exposure may result in central nervous system damage, encephalopathy and damage to the blood-forming (hematopoietic) tissues.

Carcinogenicity:
Sulfuric Acid: The International Agency for Research on Cancer (IARC) has classified "strong inorganic acid mist containing sulfuric acid" as a Group 1 carcinogen, a substance that is carcinogenic to humans. This classification does not apply to liquid forms of sulfuric acid or sulfuric acid solutions contained within a battery. Inorganic acid mist (sulfuric acid mist) is not generated under normal use of this product. Misuse of the product, such as overcharging, may result in the generation of sulfuric acid mist.
Lead Compounds: Lead is listed as a Group 2A carcinogen, likely in animals at extreme doses. Per the guidance found in OSHA 29 CFR 1910.1200 Appendix F, this is approximately equivalent to GHS Category 1B. Proof of carcinogenicity in humans is lacking at present.

Medical Conditions Generally Aggravated by Exposure:
Overexposure to sulfuric acid mist may cause lung damage and aggravate pulmonary conditions. Contact of sulfuric acid with skin may aggravate diseases such as eczema and contact dermatitis. Lead and its compounds can aggravate some forms of kidney, liver and neurologic diseases.

Acute Toxicity:
Inhalation LD50:
Electrolyte: LC50 rat: 375 mg/m3; LC50: guinea pig: 510 mg/m3
Elemental Lead: Acute Toxicity Point Estimate = 4500 ppmV (based on lead bullion)

Oral LD50:
Electrolyte: rat: 2140 mg/kg
Elemental Lead: Acute Toxicity Estimate (ATE) = 500 mg/kg body weight (based on lead bullion)

Additional Health Data:
All heavy metals, including the hazardous ingredients in this product, are taken into the body primarily by inhalation and ingestion.
Most inhalation problems can be avoided by adequate precautions such as ventilation and respiratory protection covered in Section 8.
Follow good personal hygiene to avoid inhalation and ingestion: wash hands, face, neck and arms thoroughly before eating, smoking or leaving the worksite. Keep contaminated clothing out of non-contaminated areas, or wear cover clothing when in such areas. Restrict the use and presence of food, tobacco and cosmetics to non-contaminated areas. Work clothes and work equipment used in contaminated areas must remain in designated areas and never taken home or laundered with personal non-contaminated clothing. This product is intended for industrial use only and should be isolated from children and their environment.

The 19th Amendment to EC Directive 67/548/EEC classified lead compounds, but not lead in metal form, as possibly toxic to reproduction.
Risk phrase 61: May cause harm to the unborn child, applies to lead compounds, especially soluble forms.

XII. ECOLOGICAL INFORMATION

Environmental Fate:
Lead is very persistent in soil and sediments. No data on environmental degradation. Mobility of metallic lead between ecological compartments is slow. Bioaccumulation of lead occurs in aquatic and terrestrial animals and plants but little bioaccumulation occurs through the food chain. Most studies include lead compounds and not elemental lead.

Environmental Toxicity: Aquatic Toxicity:
Sulfuric acid: 24-hr LC50, freshwater fish (Brachydanio rerio): 82 mg/L
96 hr- LOEC, freshwater fish (Cyprinus carpio): 22 mg/L
Lead: 48 hr LC50 (modeled for aquatic invertebrates): <1 mg/L, based on lead bullion

Additional Information:
· No known effects on stratospheric ozone depletion.
· Volatile organic compounds: 0% (by Volume)
· Water Endangering Class (WGK): NA

XIII. DISPOSAL CONSIDERATIONS (UNITED STATES)

Spent batteries: Send to secondary lead smelter for recycling. Spent lead-acid batteries are not regulated as hazardous waste when the requirements of 40 CFR Section 266.80 are met. This should be managed in accordance with approved local, state and federal requirements. Consult state environmental agency and/or federal EPA.

Electrolyte:
Place neutralized slurry into sealed containers and handle as applicable with state and federal regulations. Large water-diluted spills, after neutralization and testing, should be managed in accordance with approved local, state and federal requirements. Consult state environmental agency and/or federal EPA.

Following local, State/Provincial, and Federal/National regulations applicable to end-of-life characteristics will be the responsibility of the end-user.

XIV. TRANSPORT INFORMATION

U.S. DOT:
Excepted from the hazardous materials regulations (HMR) because the batteries meet the requirements of 49 CFR 173.159(f) and 49 CFR 173.159a of the U.S. Department of Transportation's HMR. Battery and outer package must be marked " NONSPILLABLE" or "NONSPILLABLE BATTERY"

BATTERY SPECIFICATIONS

1

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

WHITNEY PARK
CVL05848

1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV.	DATE	DESCRIPTION	BY	CHK
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7	11/28/22	ISSUED FOR 100% ZD	JK	.
8	12/21/22	ISSUED FOR 100% ZD	JK	

SHEET TITLE: BATTERY SPECIFICATIONS
SHEET: GN1.2
DGE NO.: P22MX004
SITE NAME: WHITNEY PARK

EnerSys Power/Full Solutions

SAFETY DATA SHEET

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Battery terminals must be protected against short circuits.

IATA Dangerous Goods Regulations DGR:

Excepted from the dangerous goods regulations because the batteries meet the requirements of Packing Instruction 872 and Special Provisions A67 of the International Air Transportation Association (IATA) Dangerous goods Regulations and International Civil Aviation Organization (ICAO) Technical Instructions. Battery Terminals must be protected against short circuits.

The words " NOT RESTRICTED" , SPECIAL PROVISION A67" must be provided when the air waybill is issued.

IMDG:

Excepted from the dangerous goods regulations for transport by sea because the batteries meet the requirements of Special Provision 238 of the International Maritime Dangerous Goods(IMDG CODE). Battery terminals must be protected against short circuits.

Requirements for Safe Shipping and Handling of Cyclon Cells:

Warning – Electrical Fire Hazard – Protect against shorting. Terminals can short and cause a fire if not insulated during shipping. Cyclon product must be labeled "NONSPILLABLE" during shipping. Follow all federal shipping regulations. See section IX of this sheet and CFR 49 Parts 171 through 180, available online at wwww.gpoaccess.gov.

Requirements for Shipping Cyclon Product as Single Cells:

Protective caps or other durable inert material must be used to insulate each terminal of each cell unless cells are shipping in the original packaging from EnerSys, in full box quantities. Protective caps are available for all cell sizes by contacting EnerSys Customer Service at 1-800-964-2837.

Requirements for Shipping Cyclon Product Assembled Into Multicell Batteries:

Assembled batteries must have short circuit protection during shipping. Exposed terminals, connectors, or lead wires must be insulated with a durable inert material to prevent exposure during shipping.

XV. REGULATORY INFORMATION

UNITED STATES:

EPA SARA Title III:

Section 302 EPCRA Extremely Hazardous Substances (EHS):

Sulfuric acid is a listed "Extremely Hazardous Substance" under EPCRA, with a Threshold Planning Quantity (TPQ) of 1,000 lbs.
EPCRA Section 302 notification is required if 1000 lbs or more of sulfuric acid is present at one site (40 CFR 370.10). For more information consult 40 CFR Part 355. The quantity of sulfuric acid will vary by battery type. Contact your EnerSys representative for additional information

Section 304 CERCLA Hazardous Substances:

Reportable Quantity (RQ) for spilled 100% sulfuric acid under CERCLA (Superfund) and
EPCRA (Emergency Planning and Community Right to Know Act) is 1,000 lbs. State and local reportable quantities for spilled sulfuric acid may vary.

Section 311/312 Hazard Categorization:

EPCRA Section 312 Tier Two reporting is required for non-automotive batteries if sulfuric acid is present in quantities of 500 lbs or more and/or if lead is present in quantities of 10,000 lbs or more. For more information consult 40 CFR 370.10 and 40 CFR 370.40

Section 313 EPCRA Toxic Substances:

40 CFR section 372.38 (b) states: If a toxic chemical is present in an article at a covered facility, a person is not required to consider the quantity of the toxic chemical present in such article when determining whether an applicable threshold has been met under § 372.25, § 372.27, or § 372.28 or determining the amount of release to be reported under § 372.30. This exemption applies whether the person received the article from another person or the person produced the article. However, this exemption applies only to the quantity of the toxic chemical present in the article.

Supplier Notification:

This product contains toxic chemicals, which may be reportable under EPCRA Section 313 Toxic Chemical Release Inventory (Form R) requirements.
If you are a manufacturing facility under SIC codes 20 through 39, the following information is provided to enable you to complete the required reports:

Toxic Chemical	CAS Number	Approximate % by Wt.
Lead	7439-92-1	45 - 60
Sulfuric Acid Electrolyte (Sulfuric Acid/Water)	7664-93-9	15 - 20
Tin	7440-31-5	0.1 - 0.2

See 40 CFR Part 370 for more details.

If you distribute this product to other manufacturers in SIC Codes 20 through 39, this information must be provided with the first shipment of each calendar year.

The Section 313 supplier notification requirement does not apply to batteries, which are "consumer products".

TSCA:

TSCA Section 8b – Inventory Status: All chemicals comprising this product are either exempt or listed on the TSCA Inventory.

TSCA Section 12b (40 CFR Part 707.60(b)) No notice of export will be required for articles, except PCB articles, unless the Agency so requires in the context of individual section 5, 6, or 7 actions.

TSCA Section 13 (40 CFR Part 707.20): No import certification required (EPA 305-B-99-001, June 1999, Introduction to the Chemical Import Requirements of the Toxic Substances Control Act, Section IV.A)

RCRA:

Spent Lead Acid Batteries are subject to streamlined handling requirements when managed in compliance with 40 CFR section 266.80 or 40 CFR part 273.
Waste sulfiric acid is a characteristic hazardous waste; EPA hazardous waste number D002 (corrosivity) and D008 (lead).

CAA:

EnerSys Power/Full Solutions

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EnerSys supports preventative actions concerning ozone depletion in the atmosphere due to emissions of CFC's and other ozone depleting chemicals (ODC's), defined by the USEPA as Class I substances. Pursuant to Section 611of the Clean Air Act Amendments (CAAA) of 1990, finalized on January 19, 1993, EnerSys established a policy to eliminate the use of Class I ODC's prior to the May 15, 1993 deadline.

STATE REGULATIONS (US):

Proposition 65:

Warning: Battery posts, terminals and related accessories contain lead and lead compounds, chemicals known to the State of California to cause cancer and reproductive harm. Batteries also contain other chemicals known to the State of California to cause cancer. Wash hands after handling.

INTERNATIONAL REGULATIONS:

Distribution into Quebec to follow Canadian Controlled Product Regulations (CPR) 24(1) and 24(2).

Distribution into the EU to follow applicable Directives to the Use, Import/Export of the product as-sold.

Article 33 (1) of the REACH regulation (Reg. EC 1907/2006), which entered into force on 1st of June 2007 in the European Union, requires that manufacturers communicate the presence of Substances of Very High Concern (SVHC) in articles (lead batteries) in concentration greater than 0.1% by weight.

Effective the 27th of June 2018, the European Chemical Agency (ECHA) updated the Candidate List with the inclusion of Lead Metal (CAS No.: 7439-92-1). This inclusion of Lead as an SVHC applies to all of EnerSys Lead based battery products regardless of the design (Flooded, Gel, AGM, etc…).

XVI. OTHER INFORMATION

Revised: 4/7/2020

NFPA Hazard Rating for Sulfuric Acid:

Flammability (Red) = 0
Health (Blue) = 3
Reactivity (Yellow) = 2
Sulfuric acid is water-reactive if concentrated.

DISCLAIMER

This Safety Data Sheet is created by the manufacturer to comply with the requirements of 29 CFR 1910.1200. To the extent allowed by law, the manufacturer hereby expressly disclaims any liability to any third party, including users of this product, including, but not limited to, consequential or other damages, arising out of the use of, or reliance on, this Safety Data Sheet.

BATTERY SPECIFICATIONS

1

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

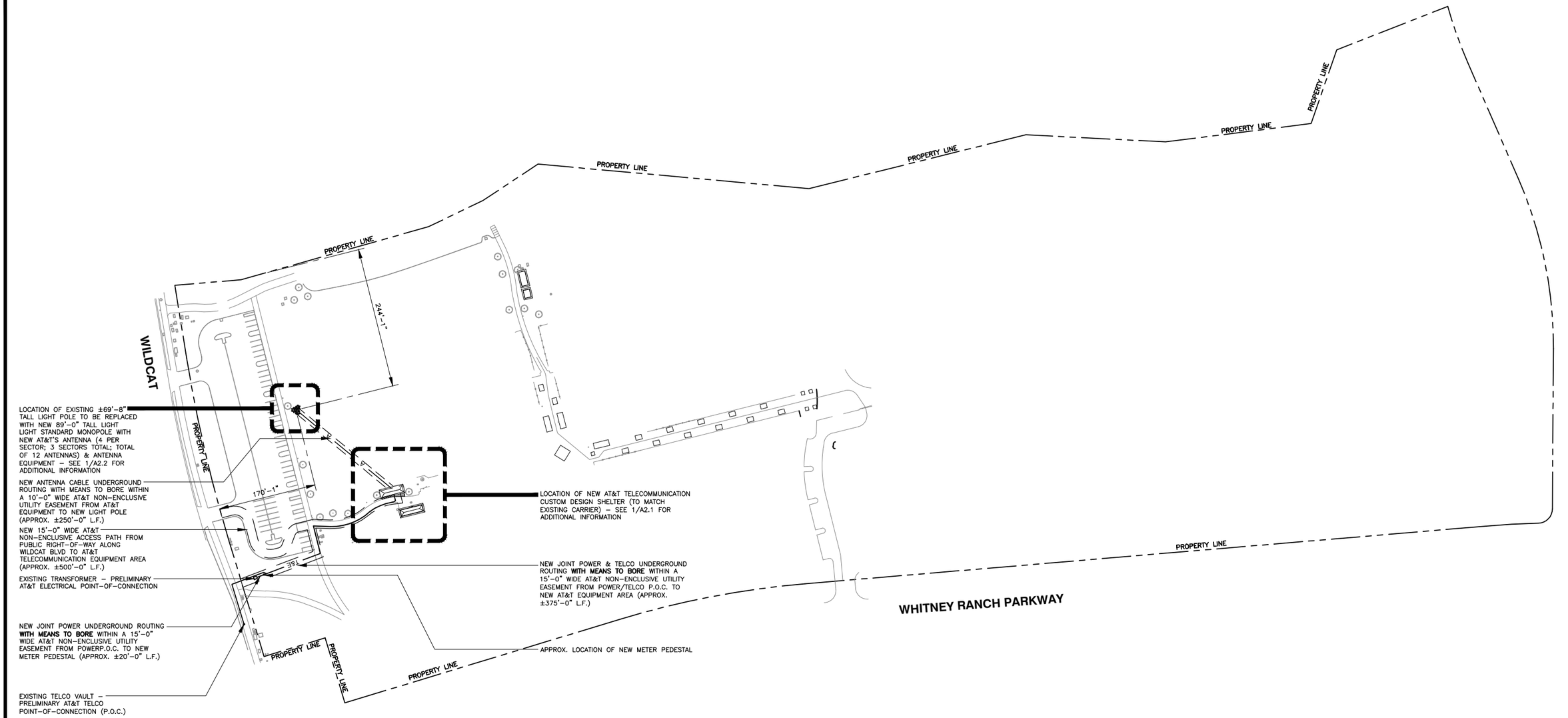
WHITNEY PARK
CVL05848

1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV.	DATE	DESCRIPTION	BY	CHK
1	05/20/22	ISSUED FOR 90% ZD	ND	.
2	06/01/22	ISSUED FOR 90% ZD REVISION	JK	.
3	08/16/22	ISSUED FOR 90% ZD REDESIGN	YF	.
4	09/23/22	ISSUED FOR 90% ZD REVISION	JK	.
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6	11/8/22	ISSUED FOR 90% ZD REVISION	JK	.
7	11/28/22	ISSUED FOR 100% ZD	JK	.
8	12/21/22	ISSUED FOR 100% ZD	JK	

SHEET TITLE: BATTERY SPECIFICATIONS
SHEET: GN1.3
DGE NO.: P22MX004
SITE NAME: WHITNEY PARK



NOTE:

1. DO NOT SCALE DRAWINGS. ALL DIMENSIONS OF AND BETWEEN EXISTING BUILDINGS/STRUCTURES, OR RELATIVE DISTANCES AS SHOWN BETWEEN EXISTING BUILDINGS/STRUCTURES AND THE TRUE NORTH TO BE CONFIRMED BY THE SURVEYOR.
2. CONTRACTOR TO ENSURE TO BORE ALL UNDERGROUND ROUTING. TRENCHING IS PROHIBITED.

N
W E
S

OVERALL SITE PLAN

SCALE: 1 inch = 80 ft

80 0' 80' 160'

1

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
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605 COOLIDGE DRIVE, SUITE 100
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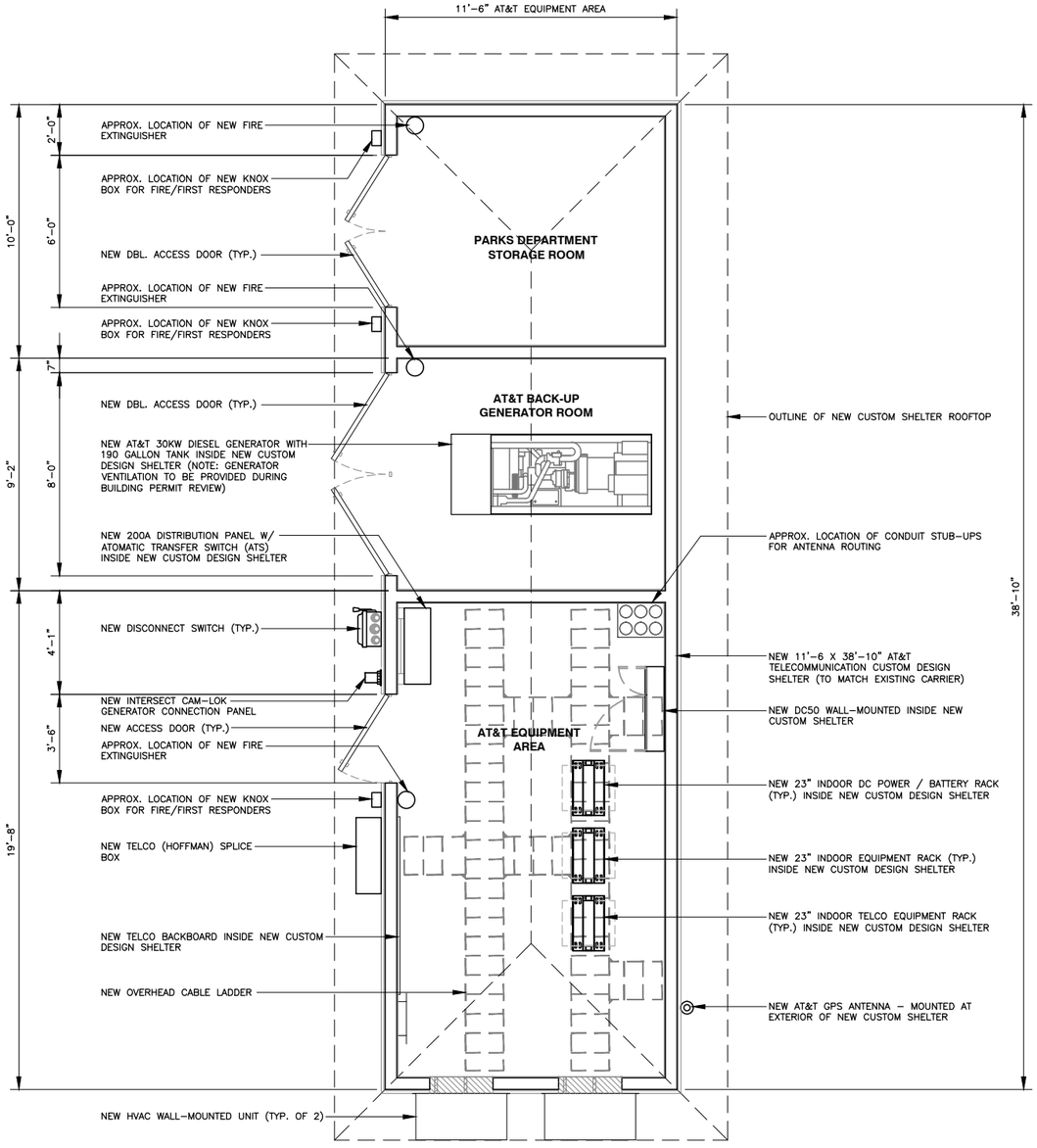
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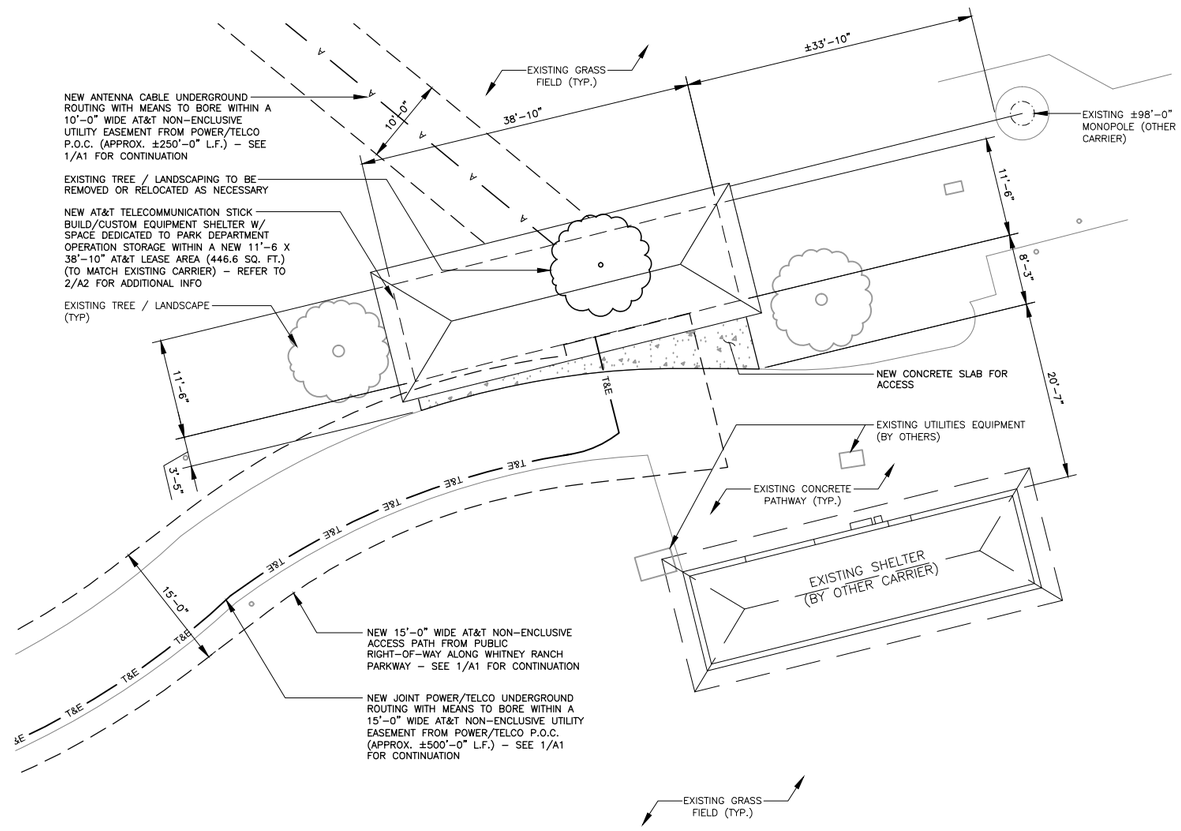
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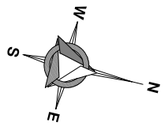
SHEET: A1

DGE NO.: P22MX004

SITE NAME: WHITNEY PARK





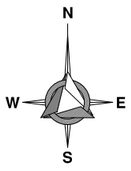


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EQUIPMENT LAYOUT

SCALE: 3/8 inch = 1 ft

3' 0' 3' 6'

2

ENLARGED SITE PLAN

SCALE: 1/8 inch = 1 ft

8' 0' 8' 16'

1

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

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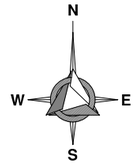
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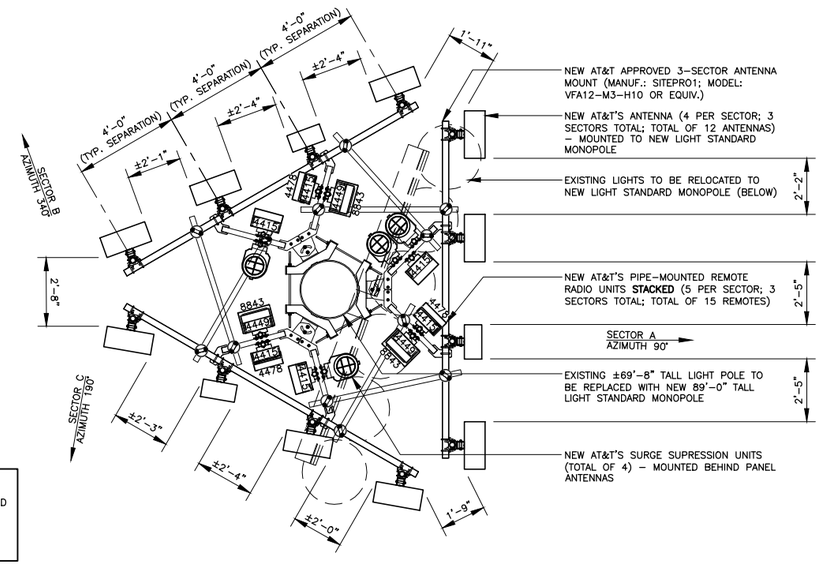
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8	12/21/22	ISSUED FOR 100% ZD	JK	

SHEET TITLE
ENLARGED SITE PLAN, & EQUIPMENT LAYOUT

SHEET	DGE NO.
A2	P22MX004
	SITE NAME
	WHITNEY PARK

UNUSED | . | **ANTENNA LAYOUT** | SCALE: 3/8 inch = 1 ft | 3' 0' 3' 6' | **1**





NOTE:

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ANTENNA, & RRUS (PER RFDS REVISION 1.00 / DATED 8/8/22

SECTOR	POSITION	ANTENNA (MAKE/MODEL)	PHYSICAL AZIMUTH	ANTENNA CENTERLINE	RRUS 1 (MAKE/MODEL)	RRUS 2 (MAKE/MODEL)	RRUS 3 (MAKE/MODEL)	FEEDER	LENGTH	TECHNOLOGY	NOTES / COMMENTS
A	POS 1	QUINTEL QD6612-3D	90°	86'-0"	ERICSSON RRUS 4449 (B5/B12)	ERICSSON RRUS 8843 (B2/B66A)	-	4 STRAND FIBER	-	700/850/ PCS1/AWS1 /AWS3	-
	POS 2	AIR6419 B77G + AIR6449 B77D STACKED	90°	86'-0"	INTEGRATED ERICSSON AIR6419 N77G (DoD)	INTEGRATED ERICSSON AIR6449 N77D (C-Band)	-	4 STRAND FIBER	-	DoD/C-BAND	-
	POS 3	QUINTEL QD6612-3D	90°	86'-0"	ERICSSON 4478 (B14)	ERICSSON RRUS 4415 (B25)	-	4 STRAND FIBER	-	FNET/PCS2	-
	POS 4	QUINTEL QD668-3D	-	-	ERICSSON RRUS 4415 (B30)	-	-	2 STRAND FIBER	-	WCS	-
	SURGE SUPRESSOR	RAYCAP DC9-48-60-24-8C-EV	-	-	-	-	-	24 STRAND FIBER	800'-0"	-	-
	SURGE SUPRESSOR	RAYCAP DC9-48-60-24-8C-EV		-	-	-	-	24 STRAND FIBER	800'-0"	-	SHARED WITH BETA & GAMMA
B	POS 1	QUINTEL QD6612-3D	340°	86'-0"	ERICSSON RRUS 4449 (B5/B12)	ERICSSON RRUS 8843 (B2/B66A)	-	4 STRAND FIBER	-	700/850/ PCS1/AWS1 /AWS3	-
	POS 2	AIR6419 B77G + AIR6449 B77D STACKED	340°	86'-0"	INTEGRATED ERICSSON AIR6419 N77G (DoD)	INTEGRATED ERICSSON AIR6449 N77D (C-Band)	-	4 STRAND FIBER	-	DoD/C-BAND	-
	POS 3	QUINTEL QD6612-3D	340°	86'-0"	ERICSSON 4478 (B14)	ERICSSON RRUS 4415 (B25)	-	4 STRAND FIBER	-	FNET/PCS2	-
	POS 4	QUINTEL QD668-3D	-	-	ERICSSON RRUS 4415 (B30)	-	-	2 STRAND FIBER	-	WCS	-
	SURGE SUPRESSOR	RAYCAP DC9-48-60-24-8C-EV	-	-	-	-	-	24 STRAND FIBER	800'-0"	-	-
C	POS 1	QUINTEL QD6612-3D	190°	86'-0"	ERICSSON RRUS 4449 (B5/B12)	ERICSSON RRUS 8843 (B2/B66A)	-	4 STRAND FIBER	-	700/850/ PCS1/AWS1 /AWS3	-
	POS 2	AIR6419 B77G + AIR6449 B77D STACKED	190°	86'-0"	INTEGRATED ERICSSON AIR6419 N77G (DoD)	INTEGRATED ERICSSON AIR6449 N77D (C-Band)	-	4 STRAND FIBER	-	DoD/C-BAND	-
	POS 3	QUINTEL QD6612-3D	190°	86'-0"	ERICSSON 4478 (B14)	ERICSSON RRUS 4415 (B25)	-	4 STRAND FIBER	-	FNET/PCS2	-
	POS 4	QUINTEL QD668-3D	-	-	ERICSSON RRUS 4415 (B30)	-	-	2 STRAND FIBER	-	WCS	-
	SURGE SUPRESSOR	RAYCAP DC9-48-60-24-8C-EV	-	-	-	-	-	24 STRAND FIBER	800'-0"	-	-

NOTE: CONTRACTOR TO CONFIRM EQUIPMENT INFORMATION WITH THE MOST CURRENT RFDS PRIOR TO INSTALLATION.

UNUSED | . | **ANTENNA EQUIPMENT SCHEDULE** | **2**

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

WHITNEY PARK
CVL05848

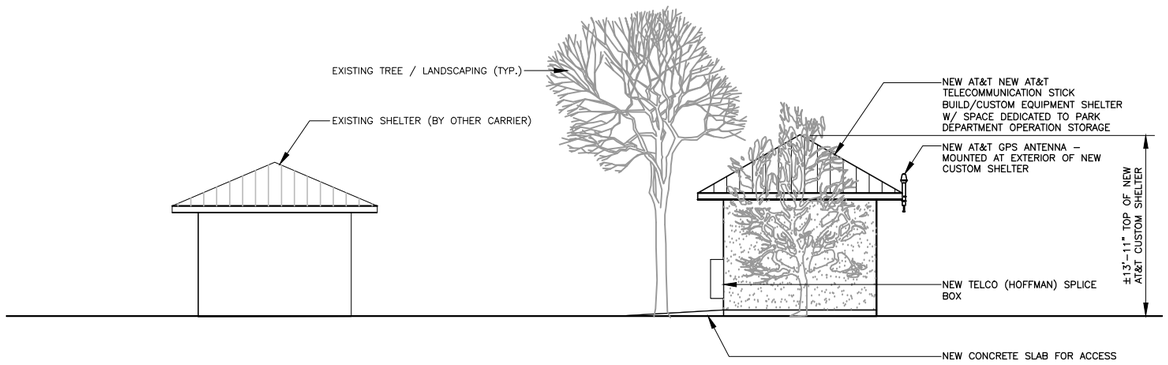
1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV.	DATE	DESCRIPTION	BY	CHK
1	05/20/22	ISSUED FOR 90% ZD	ND	.
2	06/01/22	ISSUED FOR 90% ZD REVISION	JK	.
3	08/16/22	ISSUED FOR 90% ZD REDESIGN	YF	.
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7	11/28/22	ISSUED FOR 100% ZD	JK	.
8	12/21/22	ISSUED FOR 100% ZD	JK	

SHEET TITLE: ANTENNA LAYOUT & ANTENNA EQUIPMENT SCHEDULE

SHEET	DGE NO.
A2.1	P22MX004
	SITE NAME: WHITNEY PARK

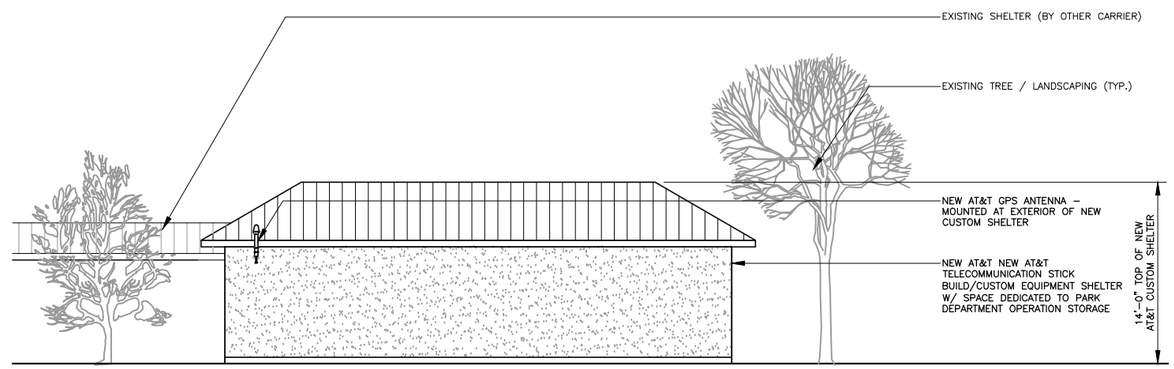


EQUIPMENT AREA EAST ELEVATION

SCALE: 3/16 inch = 1 ft

6' 0' 6' 12'

3

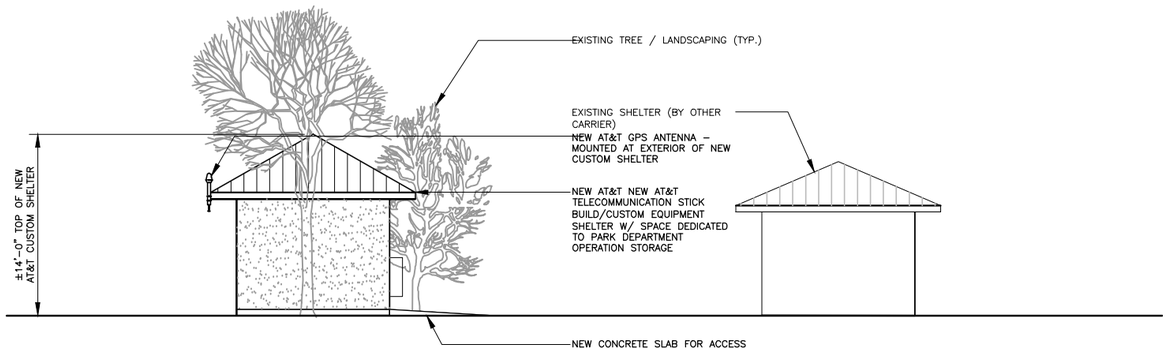


EQUIPMENT AREA NORTH ELEVATION

SCALE: 3/16 inch = 1 ft

6' 0' 6' 12'

1

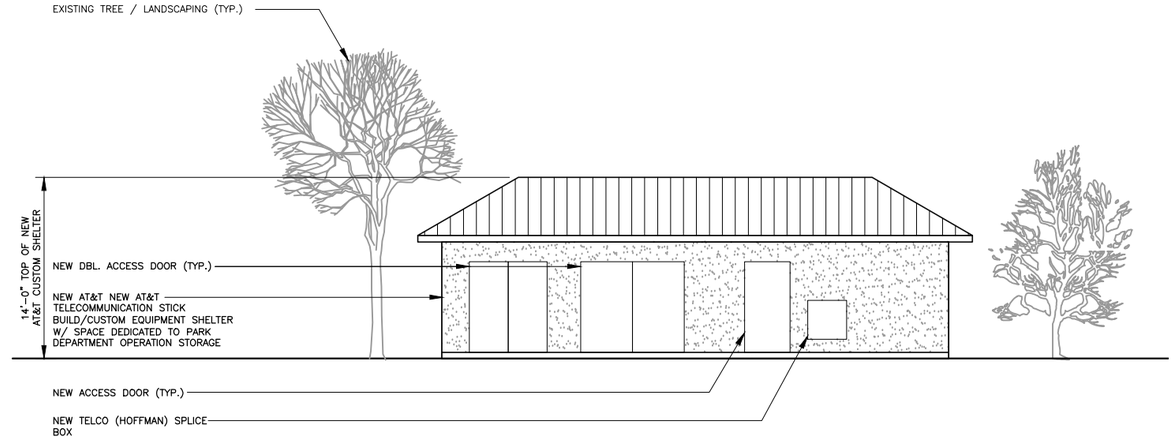


EQUIPMENT AREA WEST ELEVATION

SCALE: 3/16 inch = 1 ft

6' 0' 6' 12'

2



EQUIPMENT AREA SOUTH ELEVATION

SCALE: 3/16 inch = 1 ft

6' 0' 6' 12'

2

at&t
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SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

WHITNEY PARK
CVL05848

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ROCKLIN, CA 95765

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6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468–0115 FAX: (925) 468–0355

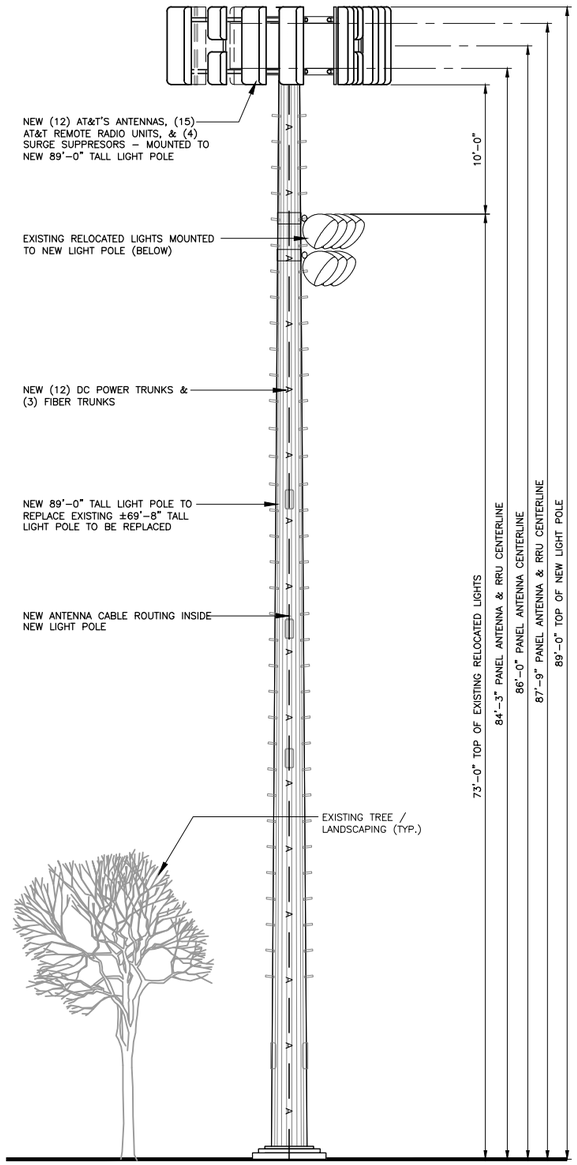
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8	12/21/22	ISSUED FOR 100% ZD	JK	.

SHEET TITLE
EQUIPMENT AREA ELEVATIONS

SHEET: A3

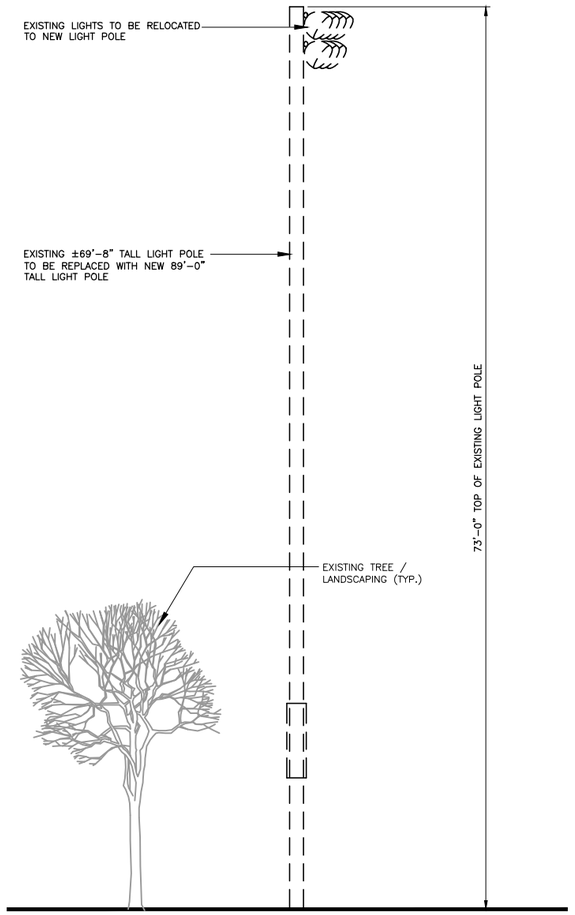
DGE NO.: P22MX004

SITE NAME: WHITNEY PARK



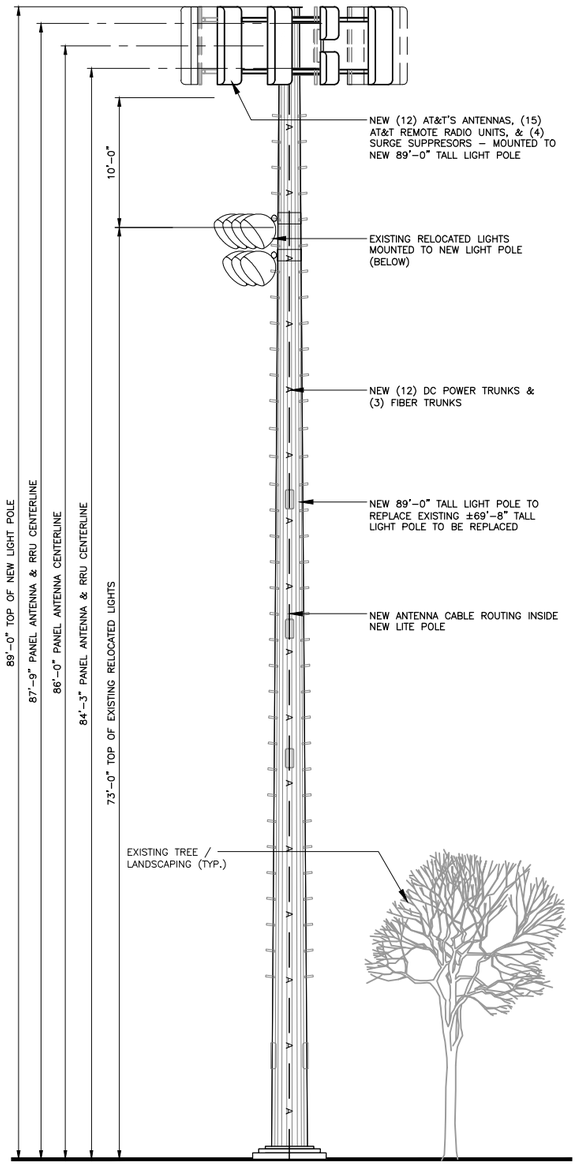
(N) ANTENNA SOUTH ELEVATION

SCALE: 3/16 inch = 1 ft | 4



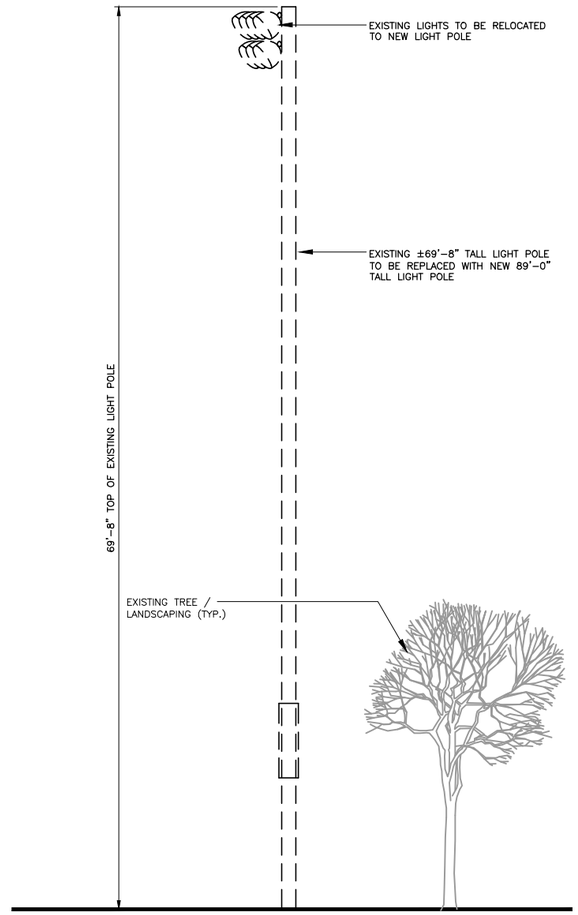
(E) ANTENNA SOUTH ELEVATION

SCALE: 3/16 inch = 1 ft | 3



(N) ANTENNA NORTH ELEVATION

SCALE: 3/16 inch = 1 ft | 2



(E) ANTENNA NORTH ELEVATION

SCALE: 3/16 inch = 1 ft | 1

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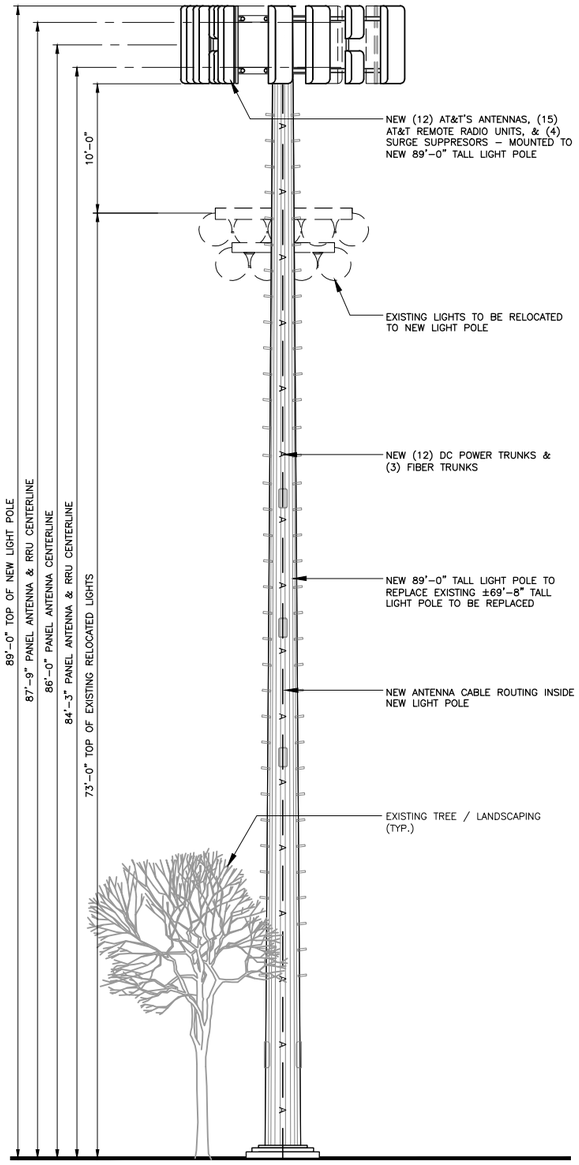
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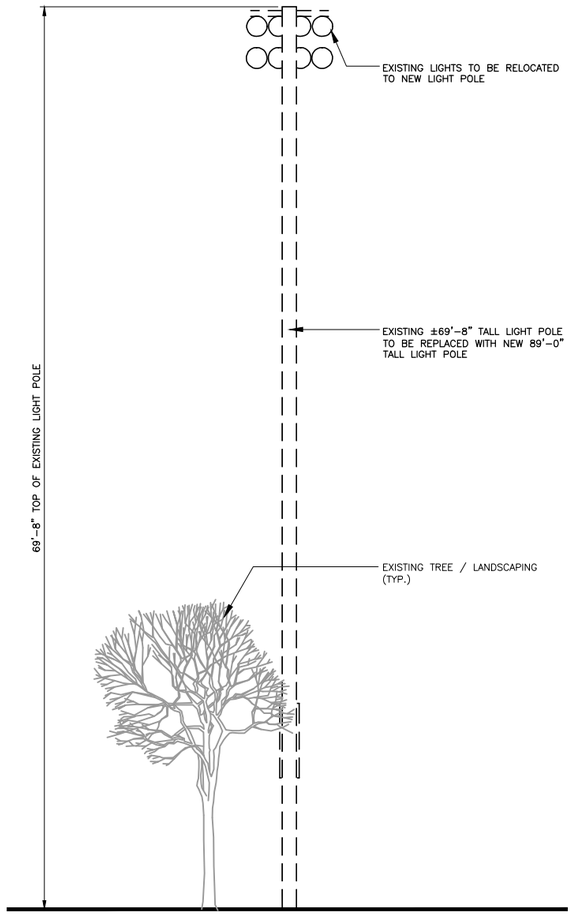
SHEET TITLE
EXISTING & NEW NORTH & SOUTH ANTENNA AREA ELEVATIONS

SHEET	DGE NO.
A3.1	P22MX004
	SITE NAME
	WHITNEY PARK



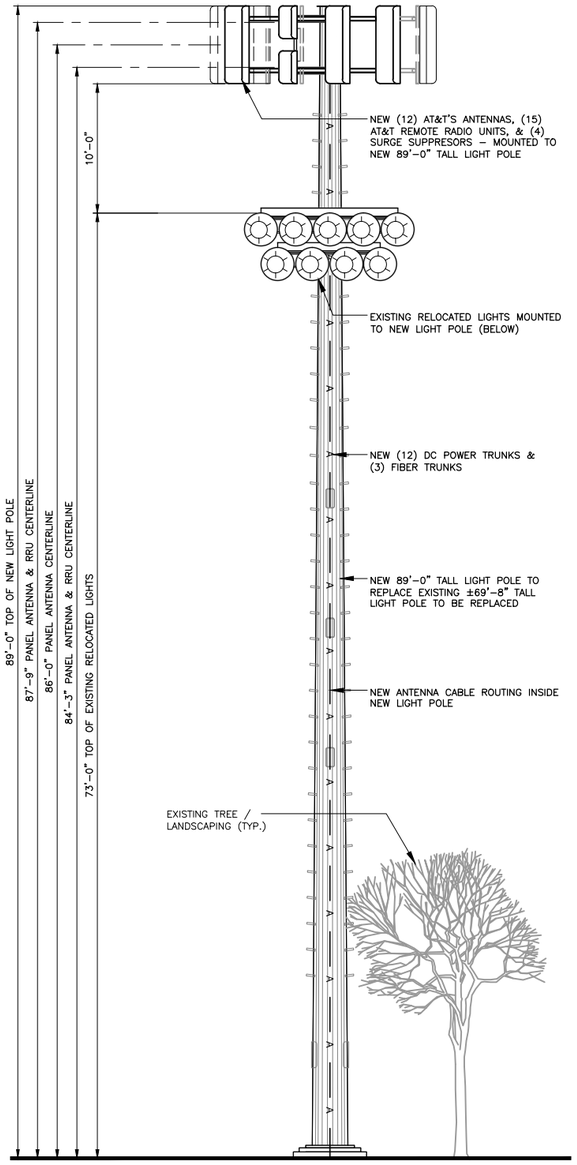
(N) ANTENNA WEST ELEVATION

SCALE: 3/16 inch = 1 ft | 4



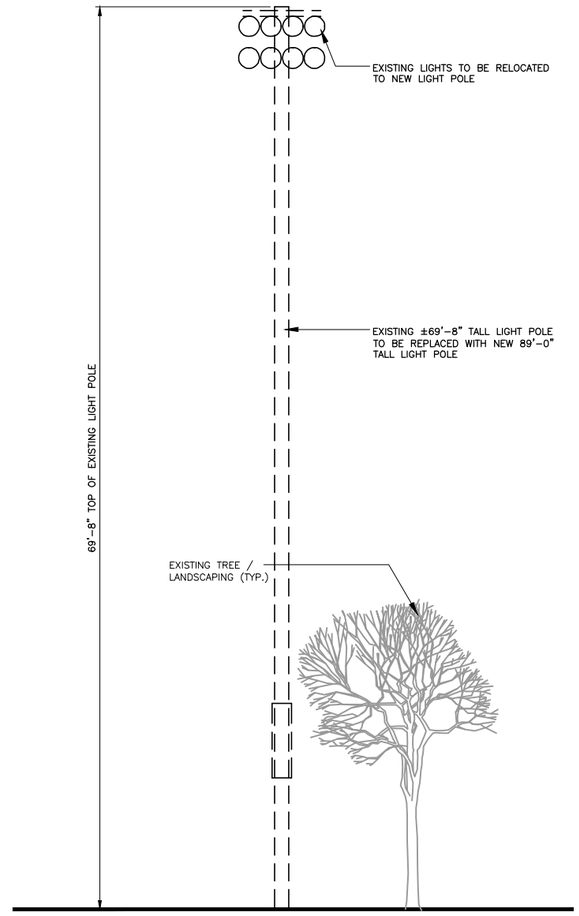
(E) ANTENNA WEST ELEVATION

SCALE: 3/16 inch = 1 ft | 3



(N) ANTENNA EAST ELEVATION

SCALE: 3/16 inch = 1 ft | 2



(E) ANTENNA EAST ELEVATION

SCALE: 3/16 inch = 1 ft | 1

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5001 EXECUTIVE PARKWAY, 4W750D
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EPIC WIRELESS GROUP LLC
Connecting a Wireless World
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FOLSOM, CA 95630

WHITNEY PARK
CVL05848

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ROCKLIN, CA 95765

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6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

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8	12/21/22	ISSUED FOR 100% ZD	JK	

SHEET TITLE
EXISTING & NEW EAST & WEST ANTENNA AREA ELEVATIONS

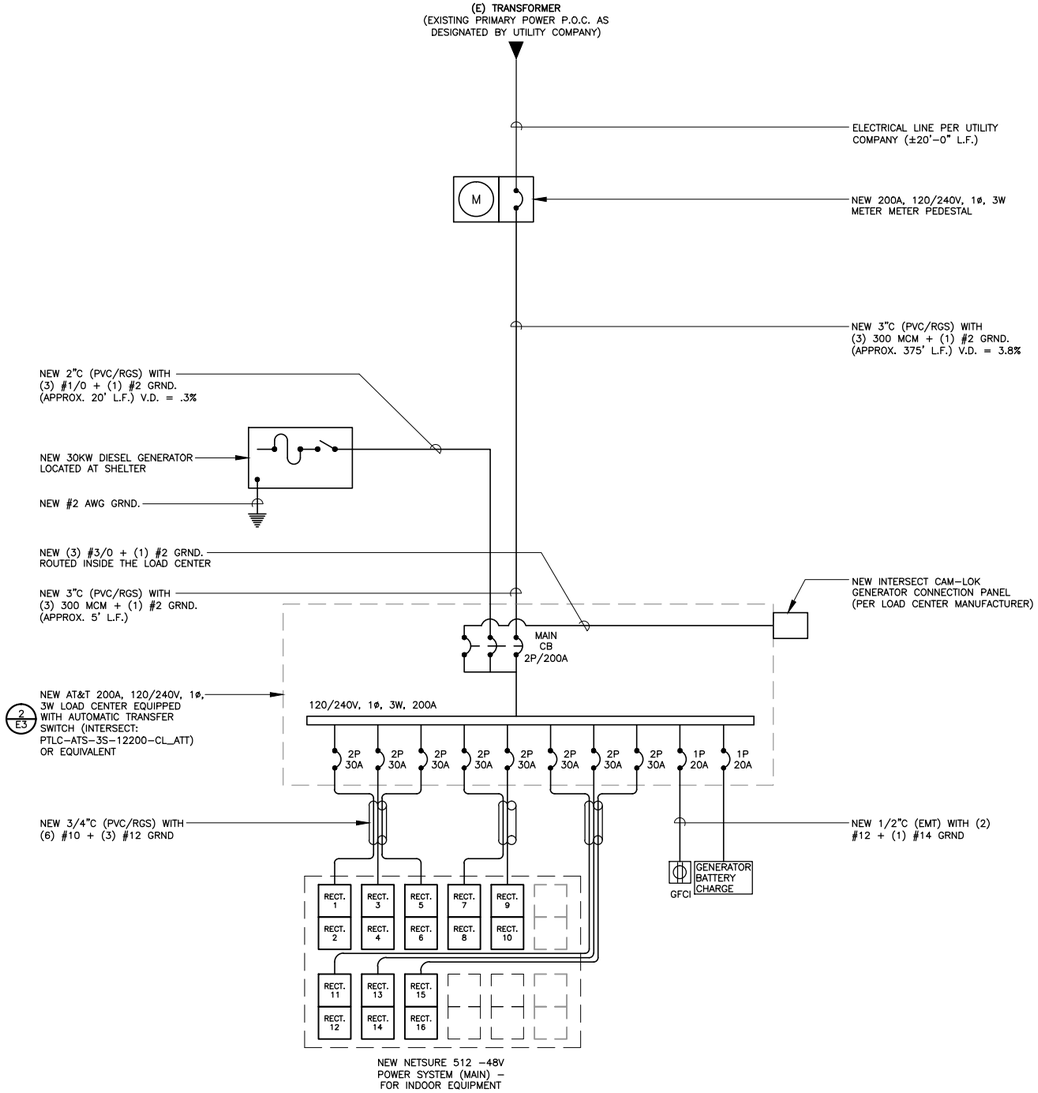
SHEET	DGE NO.
A3.2	P22MX004
	SITE NAME
	WHITNEY PARK

A.I.C.			POWER PANEL 'A'											MAIN	200A
RACK MOUNT			120/240V, 1-PHASE, 3-WIRE											BUS	200A
DESCRIPTION	*WATTAGE*		*LTS*	*REC*	*MSC*	*CB*	*CRC*	*CRC*	*CB*	*MSC*	*REC*	*LTS*	*WATTAGE*		*DESCRIPTION*
	A	*B*				*P/A*			*P/A*				*A*	*B*	
ATT RECTIFIER 1 & 2	2000				2	2P / 30A	1	2	2P / 30A	2				2000	ATT RECTIFIER 3 & 4
		2000					3	4					2000		
ATT RECTIFIER 5 & 6	2000				2	2P / 30A	5	6	2P / 30A	2				2000	ATT RECTIFIER 7 & 8
		2000					7	8					2000		
ATT RECTIFIER 9 & 10	2000				2	2P / 30A	9	10	2P / 30A	2				2000	ATT RECTIFIER 11 & 12
		2000					11	12					2000		
ATT RECTIFIER 13 & 14	2000				2	2P / 30A	13	14	2P / 30A	2				2000	ATT RECTIFIER 15 & 16
		2000					15	16					2000		
BLANK							17	18	1P / 20A					2000	GENERATOR BAT. CHR
BLANK							19	20							BLANK
BLANK							21	22							BLANK
BLANK							23	24							BLANK
BLANK							25	26							BLANK
BLANK							27	28							BLANK
BLANK							29	30	1P / 20A		1			540	GFCI
PHASE SUB-TOTALS	8000	8000											8000	10540	PHASE SUB-TOTALS
PHASE TOTALS (WATTS)	A	16000											66.67	A	PHASE TOTALS (AMPS)
	B	18540											77.25	B	
PANEL TOTAL (WATTS)		**34540**											**143.92**	**PANEL TOTAL (AMPS)**	
PANEL TOTAL W/ LCL (WATTS)		**43175**											**179.90**	**PANEL TOTAL W/ LCL (AMPS)**	

1. ALL CIRCUIT BREAKERS AND/OR FUSES SHALL BE FULLY RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT INDICATED.

PANEL SCHEDULE 2

UNUSED



NOTES:

1. SUBCONTRACTOR SHALL PROVIDE 200AMP, SINGLE PHASE, 120/240 VAC, 60HZ SERVICE FOR SITE.

2. SUBCONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY BEFORE THE START OF CONSTRUCTION.POWER CONDUIT SHALL BE PROVIDED AND INSTALLED PER UTILITY REQUIREMENTS.

3. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO DRAWINGS PROVIDED BY PANEL MANUFACTURER.

4. ALL SERVICE EQUIPMENT AND INSTALLATIONS SHALL COMPLY WITH THE N.E.C. AND UTILITY COMPANY AND LOCAL CODE REQUIREMENTS.

5. SUBCONTRACTOR SHALL PROVIDE ELECTRICAL SERVICE EQUIPMENT WITH FAULT CURRENT RATINGS GREATER THAN THE AVAILABLE FAULT CURRENT FROM THE POWER UTILITY.

6. POWER CONTROL AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG AND LARGER), 600V, OIL RESISTANT THN OR THN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 DEGREE CELSIUS (WET & DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED.

ELECTRICAL ONE-LINE DIAGRAM 1

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

WHITNEY PARK
CVL05848

1801 WHITNEY RANCH PARKWAY
ROCKLIN, CA 95765

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV.	DATE	DESCRIPTION	BY	CHK
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SHEET TITLE
ELECTRICAL ONE-LINE DIAGRAM & PANEL SCHEDULE

SHEET	DGE NO.
E1	P22MX004
	SITE NAME
	WHITNEY PARK

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Johnson-Springview Park Cell Tower Project

Date: September 12, 2023

Submitted By: Jeff Scanlon, Administrative Analyst

Department: Parks and Recreation

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (AT&T - Johnson-Springview Park Cell Tower Project).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Option and Tower Structure License Agreement (AT&T - Johnson-Springview Park Cell Tower Project).

Background:

Consistent with the City of Rocklin Zoning Ordinance, Rocklin Municipal Code Title 17, staff has negotiated with AT&T for the installation of a new cellular tower located at Johnson-Springview Park. Johnson-Springview Park is located at 3rd Street and 5th Street. The park currently has two existing cell towers and one vacant cell tower and equipment building. The new cell tower will be placed on the vacated cell tower monopole, re-using the existing infrastructure and building. Staff and AT&T have prepared an Option and Tower Structure License Agreement (Attachment 3) and Site Plans (Attachment 4) for City Council approval. The terms of the agreement include the following:

- Install wireless antennas, remote radio units and associated telecommunications equipment on the existing 79'0" tall standard monopole.
- Lease existing 240 sq. ft. equipment shelter.
- Provide own utilities (underground).
- Initial term of five years, with the option of four additional five-year extensions.
- $3,000 monthly lease payment with a three percent (3%) annual lease increase.
- $20,000 “one-time” capital improvement fee.

The City’s Environmental Coordinator has reviewed the proposed project and has determined it is exempt from review under the California Environmental Act (CEQA), pursuant to California Code of Regulations Section 15301 – Existing Facilities. The Notice of Exemption and accompanying Resolution are also attached to this Staff Report for approval (Attachment 1).

The proposed project will increase City revenue and could provide funding for future park enhancements.

Fiscal Impact:

In year one, the City will receive a $20,000, one-time payment with an annual lease payment of $36,000, totaling $56,000. The annual lease payment will increase 3% each year thereafter. The estimated revenue for the first five-year term is approximately $211,130.

ATTACHMENTS:

1. Resolution A - Notice of Exemption
2. Resolution B - Structure License Agreement
3. Option and Tower Structure License Agreement
4. Site Plans

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(AT&T – Johnson-Springview Park Cell Tower Project)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the AT&T – Johnson-Springview Park Cell Tower project ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15301 – Existing Facilities; and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the Environmental Coordinator, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 2115(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

NOTICE OF EXEMPTION

TO: County Clerk, County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

FROM: City of Rocklin
Parks and Recreation Dept.
5460 5th Street
Rocklin, CA 95677

Project Title: AT&T - Johnson-Springview Park, AT&T Cell Tower Project

Project Location - Specific: The subject property is located at Johnson-Springview Park, 5540 3rd Street, Rocklin, CA 95677. APN 010-191-070

Project Location - City: Rocklin, CA; **County:** Placer

Description of Nature, Purpose and Beneficiaries of Project: The project consists of the installation of twelve (12) new AT&T panel antennas and fifteen (15) new AT&T remote radio units (RRU) to an existing 79'3'' tall monopole cellular communications tower, with associated equipment and telecommunications infrastructure, and two hundred forty (240) square feet of ground space lease area on City owned property.

Name of Public Agency Approving Project:
City of Rocklin City Council

Name of Person or Agency Carrying Out Project
The applicant is New Cingular Wireless PCS, LLC., Attn: Network Real Estate Administration, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319.

Exempt Status (Check one)

_x_ Categorical Exemption (Sec. 15300 et seq.): Section 15301 – Existing Facilities.

Reasons why the project is exempt. The project consists of the installation of new panel antennas and remote radio units to an existing cellular communications tower and installation of associated equipment and infrastructure as described above. Class 1 exemptions consist of the minor alteration of existing public or private structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project as proposed is consistent with the exemption class descriptions noted above and is exempt pursuant to Class 1 of the CEQA Guidelines. The modification and operation of an existing cellular communications tower at an existing community park is consistent with the exemption class descriptions noted above and is exempt pursuant to Class 1 of the CEQA Guidelines. The project will result in emissions of radio frequency electromagnetic radiation (RF). The applicant provided an analysis of the risk from such radiation (Waterford Consultants, LLC, August 12, 2022). The

conclusion of the study was that the proposed wireless communications tower and associated equipment would comply with the FCC's current prevailing standard for limiting human exposure to RF energy. Due to the mounting method utilized, the general public would not normally be able to approach the antennas; therefore, significant impact on the general public is not expected. The calculated electromagnetic field strength level in publicly accessible areas is less than the existing standard allows for exposure of unlimited duration. Based on worst-case predictive modeling, there are no modeled areas on any accessible ground-level walking/working surface related to the proposed AT&T antennas that exceed the FCC's occupational or general public exposure limits at this site. The public exposure limit is based on a standard published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE). The Federal Communications Commission (FCC) has adopted these exposure limits as standards and is the agency charged with their regulation and enforcement.

Contact Person: Kevin Huntzinger, Parks and Recreation Director

Date received for Filing: _____ _____

Signature: Kevin Huntzinger
Parks and Recreation Director

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION AND TOWER STRUCTURE LICENSE AGREEMENT (AT&T – Johnson-Springview Park Cell Tower Project)

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

Section 1. The City Council of the City of Rocklin finds and determines that the installation of a communications facility in the City of Rocklin (APN: 010-191-070) is consistent with the City of Rocklin Zoning Ordinance, Rocklin Municipal Code Title 17.

Section 2. The City Council has approved a Notice of Exemption for the Project by Resolution No. 2023 - _____.

Section 3. The City Council has hereby approves and authorizes the City Manager to execute an Option and Tower Structure License Agreement (AT&T – Johnson-Springview Park Cell Tower Project), in a form substantially similar to Exhibit "A", attached hereto and incorporated herein.

Section 4. The City Clerk is hereby directed to record or have recorded the Memorandum of License in a form substantially similar attached hereto as Exhibit "24(b)" to the Option and Tower Structure License Agreement, once it is fully executed and notarized, in the Office of the Placer County Recorder.

PASSED AND ADOPTED this 12th day of September 2023, by the following vote:

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

_____
Mayor, Ken Broadway

ATTEST:

_____
Haley Reid, Acting City Clerk

Market: Northern California
Cell Site Number: CVL05851
Cell Site Name: Tri City
Search Ring Name: CVL05851_SR
Fixed Asset Number: 15532181

OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

THIS OPTION AND TOWER STRUCTURE LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Rocklin, a municipal corporation, having a mailing address of 3970 Rocklin Road, Rocklin, CA 95677 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

BACKGROUND

Licensor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** improved with a tower structure (the "**Tower**"), together with all rights and privileges arising in connection therewith, located at 5540 3rd Street, Rocklin, in the County of Placer, State of California 95677 [APN: 010-191-070] (collectively, the "**Property**"). Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LICENSE.

(a) Licensor hereby grants to Licensee an option (the "**Option**") to license a portion of the Property consisting of:

(i) Approximately two hundred forty (240) square feet of ground space, as described on attached **Exhibit 1,** for the placement of Licensee's equipment (the "**Ground Space**");

(ii) The portion of the Tower selected by Licensee and dedicated for Licensee's exclusive use, and consisting of an envelope of twelve (12) contiguous vertical feet of space within which any portion of Licensee's communication equipment and improvements might be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which Licensee's communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Licensee may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Licensee's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to Licensor's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(iii) Those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Licensee, such as Licensee's utility providers) are located between the Ground Space or Incremental Ground Space, and the Primary RAD Space or any Additional RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Licensor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Ground Space and Primary RAD Space; and between Licensee's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Licensor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-

way to the Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the **"Premises."**

(b) During the Option period and any extension thereof, and during the term of this Agreement, Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee will not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. Licensee will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty or other causes beyond Licensee's control excepted.

(c) In consideration of Licensor granting Licensee the Option, Licensee agrees to pay Licensor the sum of One Thousand and No/100 Dollars ($1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Licensee for an additional one (1) year upon written notification to Licensor and the payment of an additional One Thousand and No/100 Dollars ($1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Licensee without the written consent of Licensor. Upon notification to Licensor of such sale, assignment or transfer, Licensee shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option then Licensor licenses the Premises to the Licensee subject to the terms and conditions of this Agreement. If Licensee does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Licensor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Licensor shall immediately notify Licensee in writing. Licensor agrees that during the Option Term, or during the Term if the Option is exercised, Licensor shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Licensee from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. <u>PERMITTED USE.</u>

(a) Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey and review title on the Property; Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the

"**Permitted Use**"). Licensor and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Licensee's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Licensor grants Licensee, its licensees and sublicensees, the right to use such portions of the Licensor's Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Licensee's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Licensee's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Licensee's expense. Licensee may install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term, with approval by Licensor, which such approval shall not be unreasonably withheld, delayed or conditioned. Licensee may also be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Licensor agrees that Licensee may use and occupy additional space on the Tower at any additional RAD center(s) (each, an "**Additional RAD**," and the additional space that Licensee uses or occupies, the "**Additional RAD Space**") upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Licensee's confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Tower on which the incremental equipment is located, operated, or maintained.

3. TERM.

(a) The initial license term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**." Notwithstanding anything to the contrary contained in this Agreement, neither the licenses granted to Licensee in this Agreement nor this Agreement are revocable at will, and may only be terminated in accordance with the terms specified in this Agreement.

4. RENT.

(a) Commencing on the first day of the month following the date that Licensee commences construction (the "**Rent Commencement Date**"), Licensee will pay Licensor on or before the fifth (5th) day of each calendar month in advance, Three Thousand and No/100 Dollars ($3,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Licensee to Licensor within ninety (90) days after the Rent Commencement Date.

(b) In the event that Licensee uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars ($250.00) per month per each Additional RAD (the "**Additional RAD Rent**"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(c) of this Agreement.

(c) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Three Percent (3%) over the Rent paid during the previous year.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(e) Within forty-five (45) business days after the Rent Commencement Date, Licensee shall pay to Licensor a "one-time" capital improvement fee of Twenty Thousand and No/100 Dollars ($20,000.00).

5. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Licensee upon written notice to Licensor for any reason or no reason, at any time prior to commencement of construction by Licensee; or

(e) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under any termination provision contained in any other section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** Licensee shall carry and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the leased premises. The cost of such insurance shall be borne by the Licensee.

(a) **SCOPE AND LIMIT OF INSURANCE**. Coverage shall be as:

(i) 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 of $2,000,000 per occurrence and $4,000,000 general aggregate. 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

(ii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of $1,000,000 per accident for bodily injury or disease and policy limit. (This applies to lessees with employees).

(iii) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Licensee self-insures this risk.

(b) **OTHER INSURANCE PROVISIONS**. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The Licensor, its officers, officials and employees are to be included as additional insureds by endorsement on the CGL policy with respect to liability caused, in whole or in part, by work or operations performed by or on behalf of the Licensee 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(ii) Primary Coverage. For any claims related to this contract, the Licensee's insurance CGL coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 as respects the Licensor, its officers, officials and employees. Any insurance or self-insurance maintained by the Licensor, its officers, officials and employees shall be excess of the Licensee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies if required to meet the required limits.

(iii) Umbrella or Excess Policy. The Licensee may use any combination of Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, primary and non-contributory, additional insured and defense requirements.

(iv) Notice of Cancellation. Licensee will provide a least thirty (30) days written notice to Licensor of cancellation of any required coverage that is not replaced.

(v) Waiver of Subrogation. Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to carry any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer, except for Licensee's self-insured property coverage where Licensee shall include Licensor as joint loss payee in lieu of waiver of subrogation and such status as joint loss payee shall void the requirement for waiver of subrogation for Licensee's self-insured property coverage.

(vi) Self-Insured Retentions. Any and all deductibles and SIRs shall be the sole responsibility of Licensee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

(vii) Acceptability of Insurers. Insurance is to be placed with insurers eligible to conduct business in the state with a current A.M. Best's rating of no less than A-:VII.

(viii) Verification of Coverage. Licensee shall furnish the Licensor with certificates of insurance and amendatory endorsements of coverage required by this clause. However, failure to carry the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them.

(ix) Special Risks or Circumstances. Licensor reserves the right, but not more frequent than once every five (5) years and upon at least sixty (60) days written notice to Licensee, to modify these requirements,

including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, of comparable buildings in the vicinity of the building are generally requiring Licensees leasing space comparable in size to the Licensed Premises and in such comparable buildings to maintain higher levels of coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Licensee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Licensor will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period, Licensor shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, invitees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as

applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Licensor represents, warrants and agrees that: (i) Licensor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Licensor; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Licensor will provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Licensor represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Licensor during the Term. Licensee agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Licensee.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

12. ACCESS. At all times throughout the Term of this Agreement, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be

described more fully in **Exhibit 1**, Licensor grants to Licensee such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access. Licensor shall execute a letter granting Licensee Access to the Property substantially in the form attached as **Exhibit 12**; upon Licensee's request, Licensor shall execute additional letters during the Term. If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Licensee under this Agreement or at law or equity, Licensor shall pay Licensee, as liquidated damages and not as a penalty, $500.00 per day in consideration of Licensee's damages until Licensor cures such default. Licensor and Licensee agree that Licensee's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during or after the Term. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during or after the Term. Licensee will repair any damage to the Property resulting from Licensee's removal activities. Any portions of the Communication Facility that Licensee does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Licensee's operations at the Premises shall be deemed abandoned and owned by Licensor. Licensee will also be responsible for the replacement of any trees, shrubs or other vegetation substantially damaged as a result of Licensee's removal activities.

14. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Licensor will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Licensor will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Licensee as a condition of this Agreement or any required permit. Licensor shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Licensor allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Licensor shall at all times during the Term of this Agreement reserve and have ready for Licensee's immediate use sufficient structural loading capacity on the Tower to support Licensee's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90º) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Licensor/Licensee shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Licensee will pay Licensor for the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD

Space will require structural modifications to comply with the Structural Standards, Licensee may, in its sole discretion, pay Licensor either (i) the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Licensee be responsible for Tower modification costs to support the installations of other licensees or for the Tower to comply with applicable law so long as Licensee's installation is within the Allowed Wind Load Surface Area.

(c) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to sub-meter from Licensor. When sub-metering is required under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensee shall reimburse Licensor for such utility usage at the same rate charged to Licensor by the utility service provider. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within sixty (60) days of receipt of the usage data and required forms. Licensor shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Licensee's reimbursement obligations hereunder. Within fifteen (15) days after a request from Licensee, Licensor shall provide copies of such utility billing records to the Licensee in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Licensee, Licensee shall have the right to deduct the amount of such overpayment from any monies due to Licensor from Licensee.

(d) As noted in Section 4(d) above, any utility fee recovery by Licensor is limited to a twelve (12) month period. If Licensee sub-meters electricity from Licensor, Licensor agrees to give Licensee at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor.

(e) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor shall grant to any service company providing utility or similar services, including electric power and telecommunications, the necessary access rights over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon service company's request, Licensor will execute a separate recordable easement evidencing this grant, at no cost to Licensee or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, then Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist

if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Licensee will have the right to assign, sell or transfer ("**Transfer**") its interest under this Agreement, in whole or in part, without Licensor's consent, only to: (a) an Affiliate of Licensee, or (b) any entity that acquires all or substantially all of Licensee's assets in the market, as defined by the Federal Communications Commission, in which the Property is located. Upon notification to Licensor of such Transfer, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such Transfer. Licensee will also have the right to sublease or license the Premises, in whole or in part, without Licensor's consent, only to an Affiliate of Licensee. Licensee shall not otherwise have the right to Transfer this Agreement, or sublease or license the Premises, without Licensor's prior written consent.

(b) Upon Licensor's approval of Licensee's request to sublease or sublicense any portion of the Licensee's Premises to a third party (other than to an Affiliate of Licensee) (each such non-Affiliate third party, a "**Subsequent User**"), then Licensee shall include a condition in its sublicense, license or other use agreement with each Subsequent User, that the Subsequent User must enter into a separate lease, license or other agreement with Licensor for separate ground space on the Property and/or Tower space. Licensor and Licensee confirm that the foregoing obligation shall not apply to any sublicense, license or other use agreement between Licensee and any Affiliate of Licensee. For the avoidance of doubt, Licensor shall be entitled to all rent or fees derived from Licensor's separate leasing or licensing of ground space and Tower space to a Subsequent User, and Licensee shall be entitled to all rent or fees derived from Licensee's subleasing or licensing its space within its Premises. Licensor covenants and agrees that it shall make such additional ground and/or Tower space available to each Subsequent User to the extent that space is reasonably available and otherwise on terms and conditions reasonably comparable to those contained in this Agreement. Licensor and Licensee agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this section regarding the potential for sublicensing or licensing of space to Subsequent Users. Any sublicense or license that is entered into by Licensee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CVL05851; Cell Site Name: Tri City (**CA**)
Fixed Asset #: 15532181
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CVL05851; Cell Site Name: Tri City (**CA**)
Fixed Asset #: 15532181
208 S. Akard Street
Dallas, TX 75202-4206

If to Licensor:
City of Rocklin

Parks and Recreation Dept.
5460 5th Street
Rocklin, CA 95677

And a copy to: City of Rocklin
City Attorney's Office
3970 Rocklin Road
Rocklin, CA 95677

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Licensor will provide notice to Licensee of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Licensor determines not to rebuild or restore the Property, Licensor will notify Licensee of such determination within sixty (60) days after the casualty or other harm. If Licensor does not so notify Licensee and Licensee decides not to terminate under this Section 19, then Licensor will promptly rebuild or restore any portion of the Property interfering with or required for Licensee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on the Property.

20. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

21. TAXES.

(a) Licensor shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Licensor including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in

connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Licensor. Licensee shall be responsible for (y) any taxes and assessments attributable to and levied upon Licensee's leasehold improvements on the Premises if and as set forth in this Section 21, and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Licensee. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

(b) In the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's leasehold improvements on the Premises, Licensor shall provide Licensee with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Licensor does not provide such notice or notices to Licensee in a timely manner and Licensee's rights with respect to such taxes are prejudiced by the delay, Licensor shall reimburse Licensee for any increased costs directly resulting from the delay and Licensor shall be responsible for payment of the tax or assessment set forth in the notice, and Licensor shall not have the right to reimbursement of such amount from Licensee. If Licensor provides a notice of assessment to Licensee within such time period and requests reimbursement from Licensee as set forth below, then Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's leasehold improvements, which has been paid by Licensor. If Licensor seeks reimbursement from Licensee, Licensor shall, no later than thirty (30) days after Licensor's payment of the taxes or assessments for the assessed tax year, provide Licensee with written notice including evidence that Licensor has timely paid same, and Licensor shall provide to Licensee any other documentation reasonably requested by Licensee to allow Licensee to evaluate the payment and to reimburse Licensor.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises. Licensor shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee. In the event Licensee notifies Licensor by the due date for assessment of Licensee's intent to contest the assessment, Licensor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Licensee shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Licensor.

(e) Licensee shall have the right but not the obligation to pay any taxes due by Licensor hereunder if Licensor fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section 21(e) due to such Licensor default, Licensee shall have the right to deduct such tax amounts paid from any monies due to Licensor from Licensee as provided in Section 15(b) of this Agreement, provided that Licensee may exercise such right without having provided to Licensor notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17. Promptly after the Effective Date, Licensor shall provide Licensee's address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax address changes by notice to Licensor, Licensor shall be required to provide Licensee's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Licensee shall have no obligation to reimburse any tax or assessment for which the Licensor is reimbursed or rebated by a third party.

22. <u>SALE OF PROPERTY.</u>

(a) Licensor may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Licensor's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Licensee or any sublicensee, any obligation of Licensor under this Agreement, including Licensor's obligation to cooperate with Licensee as provided hereunder.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 22(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9 and CA FTB Form 590
vi. Completed and Signed Licensee Payment Direction Form
vii. Full contact information for new Licensor including phone number(s)

(c) Licensor agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Licensee's Permitted Use or communications equipment as determined by radio propagation tests performed by Licensee in its sole discretion. Licensor or Licensor's prospective purchaser shall reimburse Licensee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, Licensor shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Intentionally deleted.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of License.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of License substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of License at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the Property.

Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB 590.** As a condition precedent to payment, Licensor agrees to provide Licensee with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address. A copy of the IRS Form W-9 and CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even

if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Licensor, Licensee and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Licensor and/or Licensee, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"**LICENSOR**"

City of Rocklin, a municipal corporation

By: _____

Print Name: _____

Its: _____

Date:_____

"**LICENSEE**"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date:_____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

to the Option and Tower Structure License Agreement dated _____, 2023, by and between City of Rocklin, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is legally described as follows:

Remainder Parcel (+/- 13.02 Acres) as is shown on that certain Parcel Map filed for record at Book 35 of Parcel Maps at Page 91, Official Records of Placer County

APN: 010-191-070

The Premises are described and/or depicted as follows:

[100% Drawings Dated December 21,2022, Prepared by Delta Groups Engineer, Inc
Consisting of twenty one (21) Pages, Appears on Following Pages]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY .
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Licensor represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

None.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Licensor's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Licensor, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a license with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the license grant [ ] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the licensed area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to licensed area. Thank you for your assistance.

_____
Licensor Signature

EXHIBIT 24(b)

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Recording Requested By
& When Recorded Return To:

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

(Space Above This Line For Recorder's Use Only)

APN: 010-191-070

Cell Site No.: CVL05851
Search Ring Name: CVL05851_SR
Cell Site Name: Tri City
Fixed Asset No.: 15532181
State: California
County: Placer

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2023, by and between City of Rocklin, a municipal corporation, having its principal office at 3970 Rocklin Road, Rocklin, CA 95677 (hereinafter called "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

1. Licensor and Licensee entered into a certain Option and Tower Structure License Agreement ("**Agreement**") on the ___ day of_____, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial license term will be five (5) years commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being licensed to Licensee and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

LICENSOR:

City of Rocklin, a municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

LICENSOR ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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 _____ **(Seal)**

LICENSEE ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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 _____ **(Seal)**

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of License dated _____, 2023, by and between City of Rocklin, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is legally described as follows:

Remainder Parcel (+/- 13.02 Acres) as is shown on that certain Parcel Map filed for record at Book 35 of Parcel Maps at Page 91, Official Records of Placer County

APN: 010-191-070

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Placer County Appears on Following Page]

EXHIBIT 24(k)

IRS FORM W-9 & CA FTB FORM 590
Page 1 of 3

[IRS FORM W-9 (REVISED OCTOBER 2018) & 2022 CA FTB FORM 590
APPEAR ON FOLLOWING TWO (2) PAGES]

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► | **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

TAXABLE YEAR

CALIFORNIA FORM

2022 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State

ZIP code

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ▶ _____ Date _____

TRI CITY
CVL05851
JOHNSON-SPRING PARK
5540 3RD STREET
ROCKLIN, CA 95677

PROJECT REFERENCE NUMBERS

SITE I.D.:	CVL05851
US I.D.:	315692
FA NO.:	15532181
ORACLE NO.:	3701A0YEJQ
PACE NO.:	MRSFR077615
PROGRAM:	NSB

PROJECT DESCRIPTION

SCOPE OF WORK:

A NEW AT&T COLOCATION ON AN EXISTING UNMANNED TELECOMMUNICATION FACILITY CONSISTING OF INSTALLING:

- INSTALL (12) NEW AT&T PANEL ANTENNAS ON EXISTING 79'-0" TALL LIGHT STANDARD MONOPOLE
- INSTALL (12) NEW AT&T RRU's REMOTE RADIO UNITS ON THE EXISTING LIGHT STANDARD MONOPOLE
- INSTALL NEW AT&T GROUND EQUIPMENT RACKS WITHIN THE EXISTING EQUIPMENT SHELTER (APPROX. 240' SQ. FT. AT&T 12'-0"x20'-0" LEASE AREA).
- INSTALL (3) DC9 SQUID ON EXIWTING LIGHT STANDARD MONOPOLE
- INSTALL (6) 2" CONDUIT TRUNCK CABLES
- INSTALL ANTENNA MOUNT (MANUF: SITEPRO1-MODEL: VFA12-M3-H10)

RF DATA SHEET

VERSION: 1.00 DATE UPDATED: 8/12/22

PROJECT INFORMATION

SITE ADDRESS:
5540 3RD STREET
ROCKLIN, CA 95677

PROPERTY OWNER:
CITY OF ROCKLIN
3970 ROCKLIN RD
ROCKLIN, CA 95677

TOWER AND FACILITY OWNER:
CITY OF ROCKLIN

CONTACT: SHAWN DARLING
CITY OF ROCKLIN (PARKS & RECREATION MANAGER)
PHONE: (916) 625-5282
EMAIL: shawn.darling@rocklin.ca.us

LATITUDE (NAD83):
38° 47' 12.17" N (NAD83)
(38.787377) N

LONGITUDE (NAD83):
121° 14' 48.32" W (NAD83)
(-121.246944) W

ELEVATION (NAVD88):
226.9' AMSL

A.P.N.:
010-191-070

JURISDICTION:
CITY OF ROCKLIN

ZONING CLASSIFICATION:
R-C RECREATION-CONSERVATION

CURRENT USE:
COMMUNITY PARK/ TELECOMMUNICATION FACILITY

NEW USE:
COMMUNITY PARK/ TELECOMMUNICATION FACILITY

CONSTRUCTION TYPE:
TYPE II-A

PROJECT TEAM

APPLICANT/LESSEE:
AT&T MOBILITY
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583
CONTACT: LAURA BLAKE
PHONE: (916) 799-5278

LEASING MANAGER:
EPIC WIRELESS GROUP LLC.
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA. 95630
CONTACT: CARL JONES
PHONE: (916) 798 2245
EMAIL: carl.jones@epicwireless.net

ZONING MANAGER:
EPIC WIRELESS GROUP LLC.
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA. 95630
CONTACT: CARL JONES
PHONE: (916) 798 2245
EMAIL: carl.jones@epicwireless.net

CONSTRUCTION MANAGER:
EPIC WIRELESS GROUP LLC.
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA. 95630
CONTACT: ANDREW MEDINA
PHONE: (530) 574 4773
EMAIL: andrew.medina@epicwireless.net

ARCHITECT:
DELTA GROUPS ENGINEERING
6800 KOLL CENTER PARKWAY
SUITE 225
PLEASANTON, CA 94566
PHONE: (925) 468-0115
FAX: (925) 468-0355

RF ENGINEER:
AT&T MOBILITY
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583
CONTACT: WAHID REZA
EMAIL: wr0880@att.com

CIVIL VENDOR:
QUALTEK WIRELESS
1200 DEL PASO, SUITE 150
SACRAMENTO, CA 95608
CONTACT: MATHEW STEWART
PHONE: (702) 622 9458
EMAIL: mstewart@qualtekwireless.com

SHEET INDEX

SHEET 1	T1	TITLE SHEET
SHEET 2	C1	SURVEY
SHEET 3	C2	SURVEY
SHEET 4	GN1	GENERAL NOTES, LEGEND & ABBREVIATIONS
SHEET 5	GN2	SITE SIGNAGE
SHEET 6	GN3	BATTERY SPECIFICATIONS
SHEET 7	GN4	BATTERY SPECIFICATIONS
SHEET 8	A1	OVERALL & ENLARGED SITE PLAN
SHEET 9	A2	EQUIPMENT & ANTENNA LAYOUT, ANTENNA EQUIPMENT SCHEDULE
SHEET 10	A3	SOUTH & EAST ELEVATION
SHEET 11	A4	DETAILS
SHEET 12	A5	DETAILS
SHEET 13	A6	DETAILS
SHEET 14	S1	STRUCTURAL NOTES & DETAILS
SHEET 15	M1	MECHANICAL FLOOR PLAN & SPECIFICATIONS
SHEET 16	E1	TELEPHONE & ELECTRICAL SPECIFICATIONS & UTILITIES NOTES
SHEET 17	E2	UTILITIES SITE PLAN & EQUIPMENT AREA PLAN
SHEET 18	E3	SINGLE LINE DIAGRAM & PANEL SCHEDULE & DETAILS
SHEET 19	G1	EQUIPMENT AREA GROUNDING & ANTENNA GROUNDING PLAN
SHEET 20	G2	GENERAL GROUNDING NOTES & DETAILS
SHEET 21	G3	GROUNDING DETAILS

CODE COMPLIANCE

SUBCONTRACTORS' WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

2019 CA ADMINISTRATIVE CODE
2019 CA BUILDING CODE
2019 CA ELECTRICAL CODE
2019 CA MECHANICAL CODE
2019 CA PLUMBING CODE
2019 CA FIRE CODE
2019 ENERGY CODE

SUBCONTRACTORS' WORK SHALL COMPLY WITH ALL LOCAL BUILDING CODES (SFBC, SFFC, SFMC, SFEC) AND CITY/COUNTY ORDINANCES.

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ACCESSIBILITY IS EXEMPT BASED ON ADA STANDARDS 203.5 AND CBC 11B-203.5 "MACHINERY SPACES."

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

VICINITY MAP

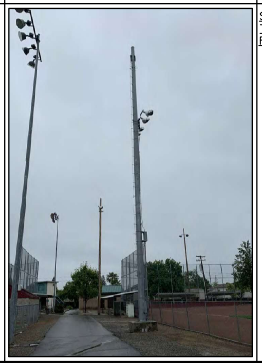


DIRECTIONS FROM AT&T

FROM AT&T MOBILITY OFFICES LOCATED AT 5001 EXECUTIVE PARKWAY IN SAN RAMON, CA:

FROM AT&T OFFICE @ 5001 EXECUTIVE PARKWAY, SAN RAMON, CA. HEAD SOUTHWEST. TURN RIGHT. TURN LEFT TOWARD EXECUTIVE PKWY. TURN RIGHT TOWARD EXECUTIVE PKWY. TURN RIGHT INTO EXECUTIVE PKWY. TURN LEFT OBTO CAMINO RAMON. USE THE LEFT 2 LANES TO TURN LEFT ONTO CROW CANYON RD. USE RIGHT 2 LANES TO TAKE THE I-680 N RAMP TO SACRAMENTO. MERGE ONTO I-680 N. KEEP LEFT TO STAY ON I-680 N. KEEP LEFT AT THE FORK TO STAY ON I-680 N. KEEP LEFT AT THE FORK TO CONTINUE ON I-680. TAKE EXIT 71A TOWARD I-80 E/ SACRAMENTO. MERGE ONTO I-80 E. TAKE THE EXIT I-80 EXIT TOWARD RENO. TAKE EXIT 105B FOR TAYLOR ROAD TOWARD PACIFIC STREET. MERGE ONTO TAYLOR RD. TURN LEFT ONTO FARRON ST. TURN LEFT. TURN RIGHT. TURN LEFT.

EXISTING LIGHT TOWER



SPECIAL INSPECTIONS

SPECIAL INSPECTIONS PER CHAPTER 17 OF THE CBC 2019 ARE REQUIRED FOR THE FOLLOWING:

1. EXPANSION & ANCHOR BOLTS INTO EXISTING CONCRETE.

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

TRI CITY
CVL05851
JOHNSON SPRINGVIEW PARK
5540 3RD STREET
ROCKLIN, CA 95677

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV	DATE	DESCRIPTION	BY	CHK
1	9/23/22	ISSUED FOR CD 90% (REVIEW SET)	ND	.
2	10/04/22	ISSUED FOR CD 95%	ND	.
3	11/30/22	ISSUED FOR CD 100%	ND	.
4	12/21/22	ISSUED FOR CD 100%	ND	.

PROFESSIONAL ENGINEER — ROBERT A. TAYLOR — No. C 51770 — REN. 08/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: TITLE SHEET

SHEET: T1

DGE NO.: P22MX007

SITE NAME: TRI CITY

Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603-5015
Phone: (530) 885-0426 * Fax: (530) 823-1309

A.T.& T. Mobility

Project No./Name: CVL05851 / Tri City

Project Site Location: 5540 3rd Street
Rocklin, CA 95677
Placer County

Date of Observation: 04-22-22

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

Type of Antenna Mount: Existing Light Pole

Coordinates (Tower)
Latitude: N 38° 47' 12.17" (NAD83) N 38° 47' 12.53" (NAD27)
Longitude: W 121° 14' 48.32" (NAD83) W 121° 14' 44.50" (NAD27)

ELEVATION of Ground at Structure (NAVD88) 226.9' AMSL
STRUCTURE HEIGHT: (Top of Tower) 79.2' AGL
OVERALL HEIGHT: (Top of Tower) 79.2' AGL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1-A Standards as defined in the FAA ASAC Information Sheet 91:003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil California RCE 14803

Lease Area Description

All that certain lease area being located in the City of Rocklin, State of California, and being a portion of the Southwest quarter of Section 19, Township 11 North, Range 7 East, M.D.B. & M. being more particularly described as follows:

Commencing at a 3/4" iron pipe set at the centerline intersection of Willard and Bolton Streets as is shown on that certain map of Oakridge Subdivision being recorded at Book "F" of Maps at Page 46, Placer County Records, from which a similar monument at the centerline intersection of Willard & Delano Streets bears the following two courses; 1) South 40°34'45" East 85.29 feet and 2) South 52°56'22" East 152.73 feet; thence from said point of commencement North 09°19'08" West 545.03 feet to the True Point of Beginning; thence from said point of beginning North 44°58'57" West 20.08 feet; thence North 45°01'03" East 12.08 feet; thence South 44°58'57" East 20.08 feet; thence South 45°01'03" West 12.08 feet to the point of beginning.

Together with a route for utility purposes six feet in width the centerline of which is described as follows: beginning at a point on the Southeasterly boundary of the above described lease area which bears North 45°01'03" East 4.99 feet from the Southern most corner thereof; thence from said point of beginning South 22°27'18" East 82.20 feet more or less to the light pole to be replaced.

Also together with a route for utility purposes six feet in width the centerline of which is described as follows: beginning at a point on the Northeasterly boundary of the above described lease area which bears North 44°58'57" West 10.04 feet from the Eastern most corner thereof; thence from said point of beginning North 53°58'32" East 30.93 feet; thence South 79°21'08" East 300.09 feet more or less to the existing telephone box.

Also together with a route for ingress and egress fifteen feet in width from the above described lease area over and across the existing vehicular improvements as are shown hereon to the public right of way.

DATE OF SURVEY: 04-22-22

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, R.C.E. 14803

LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL.

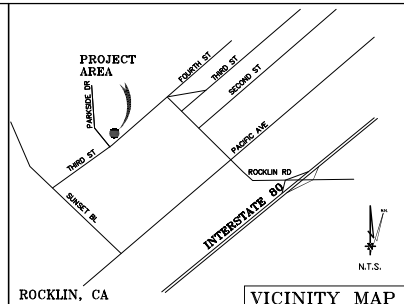
N.G.V.D. 1929 CORRECTION: SUBTRACT 2.49' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: N/A

CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.

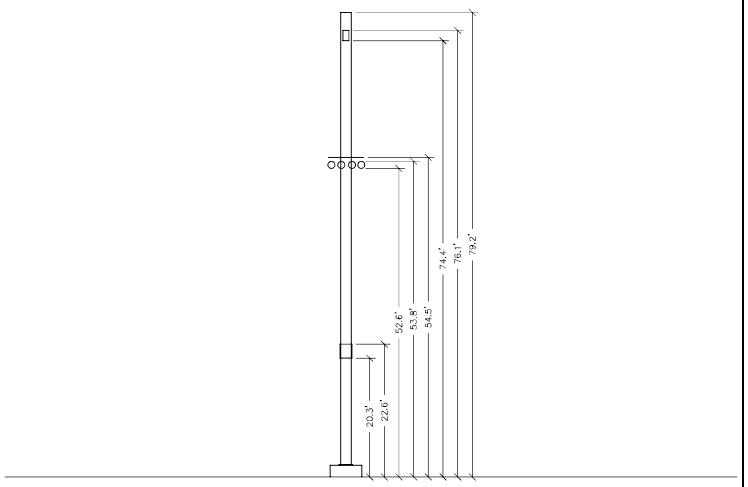
ASSESSOR'S PARCEL NUMBER: 010-191-070

OWNER(S): CITY OF ROCKLIN
3970 ROCKLIN ROAD
ROCKLIN, CA 95677

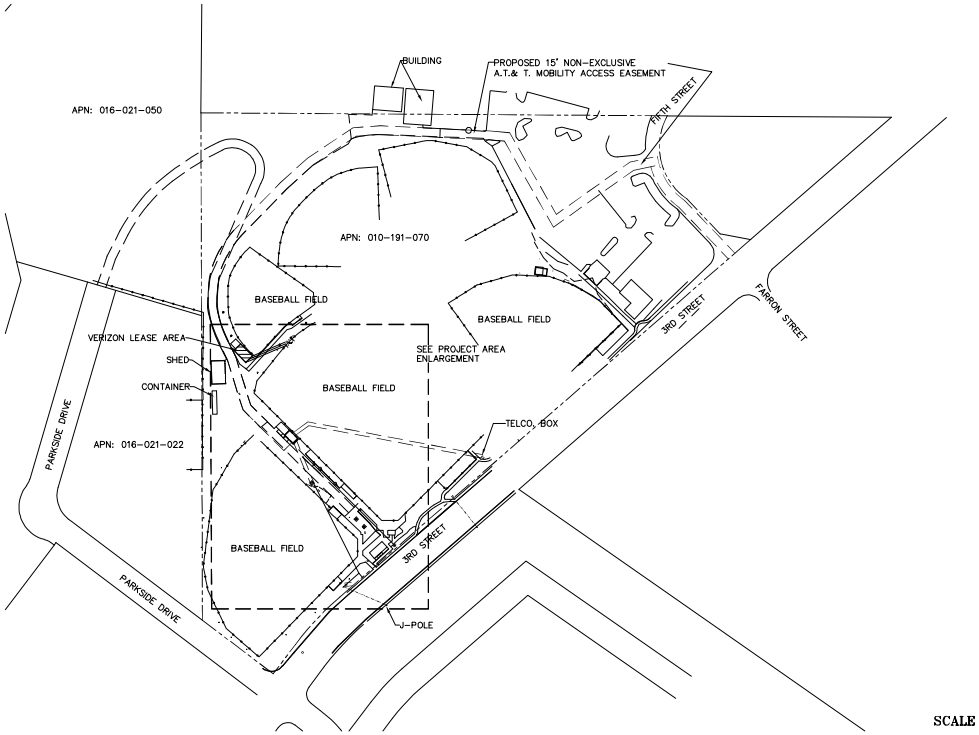


ROCKLIN, CA

VICINITY MAP



POLE DIAGRAM



SCALE 1" = 100'

OVERALL SITE PLAN

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
LEASING		
OPS		
FIELD/QUAL		

GEIL ENGINEERING
ENGINEERING * SURVEYING * PLANNING
1226 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone (530) 885-0426
Fax (530) 823-1309

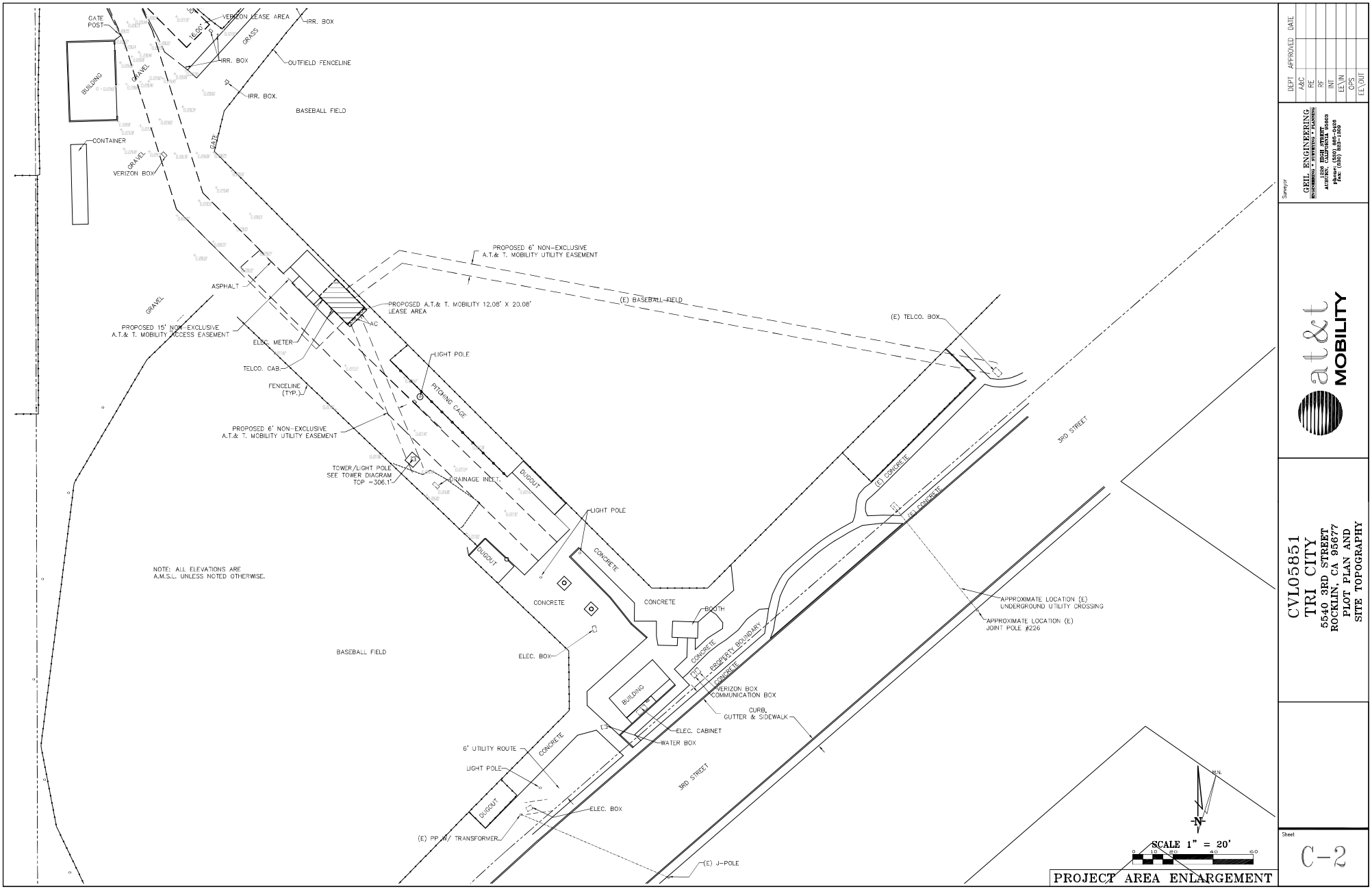
Surveyor

at&t MOBILITY

CVL05851
TRI CITY
5540 3RD STREET
ROCKLIN, CA 95677
PLOT PLAN AND
SITE TOPOGRAPHY

REVISIONS		
REV	04-26-22	DRAWING SUBMITTAL
REV	N. ROHDE	
REV	11-29-22	EASEMENT MOD.
REV	N. ROHDE	
REV	08-14-23	APN'S CHANGED
REV	N. ROHDE	
REV		
REV		

Sheet
C-1



DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
LEVIN		
CPS		
FEYLOUT		

Surveyor

GRILL ENGINEERING
SURVEYING & MAPPING
1250 HIGH STREET
AUBURN, CALIFORNIA 95603
PHONE (530) 885-1056
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at&t MOBILITY

CVL05851
TRI CITY
5540 3RD STREET
ROCKLIN, CA 95677
PLOT PLAN AND
SITE TOPOGRAPHY

Sheet
C-2

LEGEND — 2

NEW ANTENNA	GROUT OR PLASTER
EXISTING ANTENNA	(E) BRICK
GROUND ROD	(E) MASONRY
GROUND BUS BAR	CONCRETE
MECHANICAL GRND. CONN.	EARTH
CADWELD	GRAVEL
GROUND ACCESS WELL	PLYWOOD
ELECTRIC BOX	SAND
TELEPHONE BOX	WOOD CONT.
LIGHT POLE	WOOD BLOCKING
FND. MONUMENT	STEEL
SPOT ELEVATION	CENTERLINE
SET POINT	PROPERTY/LEASE LINE
REVISION	MATCH LINE
GRID REFERENCE	WORK POINT
DETAIL REFERENCE	GROUND CONDUCTOR
ELEVATION REFERENCE	TELEPHONE CONDUIT
SECTION REFERENCE	ELECTRICAL CONDUIT
	COAXIAL CABLE
	OVERHEAD SERVICE CONDUCTORS
	CHAIN LINK FENCING

ABBREVIATIONS — 3

A.B.	ANCHOR BOLT	GRND.	GROUND
ABV.	ABOVE	HDR.	HEADER
ACCA	ANTENNA CABLE COVER ASSEMBLY	HGR.	HANGER
ADD'L	ADDITIONAL	HT.	HEIGHT
A.F.F.	ABOVE FINISHED FLOOR	ICGB.	ISOLATED COPPER GROUND BUS
A.F.G.	ABOVE FINISHED GRADE	IN.(")	INCH(ES)
AGL	ABOVE GROUND LEVEL	INT.	INTERIOR
ALUM.	ALUMINUM	LB.(#)	POUND(S)
ALT.	ALTERNATE	L.B.	LAG BOLTS
AMSL	ABOVE SEA LEVEL	L.F.	LINEAR FEET (FOOT)
ANT.	ANTENNA	L.	LONG(ITUDINAL)
APPRX.	APPROXIMATE(LY)	MAS.	MASONRY
ARCH.	ARCHITECT(URAL)	MAX.	MAXIMUM
AWG.	AMERICAN WIRE GAUGE	M.B.	MACHINE BOLT
BLDG.	BUILDING	MECH.	MECHANICAL
BLK.	BLOCK	MFR.	MANUFACTURER
BLKG.	BLOCKING	MIN.	MINIMUM
BM.	BEAM	MISC.	MISCELLANEOUS
B.N.	BOUNDARY NAILING	MTL.	METAL
B/U	BACK-UP CABINET	(N)	NEW
CAB.	CABINET	NO.(#)	NUMBER
BTCW.	BARE TINNED COPPER WIRE	N.T.S.	NOT TO SCALE
B.O.F.	BOTTOM OF FOOTING	O.C.	ON CENTER
CANT.	CANTILEVER(ED)	OPNG.	OPENING
C.I.P.	CAST IN PLACE	P/C	PRECAST CONCRETE
CLG.	CEILING	PCS	PERSONAL COMMUNICATION SERVICES
CLR.	CLEAR	PLY.	PLYWOOD
COL.	COLUMN	PPC	POWER PROTECTION CABINET
CONC.	CONCRETE	PRC	PRIMARY FLEXENT CABINET
CONN.	CONNECTION(OR)	P.S.F.	POUNDS PER SQUARE FOOT
CONST.	CONSTRUCTION	P.S.I.	POUNDS PER SQUARE INCH
CONT.	CONTINUOUS	P.T.	PRESSURE TREATED
d	PENNY (NAILS)	PWR.	POWER (CABINET)
DBL.	DOUBLE	QTY.	QUANTITY
DEPT.	DEPARTMENT	RAD.(R)	RADIUS
D.F.	DOUGLAS FIR	REF.	REFERENCE
DIA.	DIAMETER	REINF.	REINFORCEMENT(ING)
DIAG.	DIAGONAL	REQ'D.	REQUIRED
DIM.	DIMENSION	RGS.	RIGID GALVANIZED STEEL
DWG.	DRAWING(S)	SCH.	SCHEDULE
DWL.	DOWEL(S)	SHT.	SHEET
EA.	EACH	SIM.	SIMILAR
EL.	ELEVATION	SPEC.	SPECIFICATION(S)
ELEC.	ELECTRICAL	SQ.	SQUARE
ELEV.	ELEVATOR	S.S.	STAINLESS STEEL
EMT.	ELECTRICAL METALLIC TUBING	STD.	STANDARD
E.N.	EDGE NAIL	STL.	STEEL
ENG.	ENGINEER	STRUC.	STRUCTURAL
EQ.	EQUAL	TEMP.	TEMPORARY
EXP.	EXPANSION	THK.	THICK(NESS)
EXST.(E)	EXISTING	T.N.	TOE NAIL
EXT.	EXTERIOR	T.O.A.	TOP OF ANTENNA
FAB.	FABRICATION(OR)	T.O.C.	TOP OF CURB
F.F.	FINISH FLOOR	T.O.F.	TOP OF FOUNDATION
F.G.	FINISH GRADE	T.O.P.	TOP OF PLATE (PARAPET)
FIN.	FINISH(ED)	T.O.S.	TOP OF STEEL
FLR.	FLOOR	T.O.W.	TOP OF WALL
FDN.	FOUNDATION	TYP.	TYPICAL
F.O.C.	FACE OF CONCRETE	U.G.	UNDER GROUND
F.O.M.	FACE OF MASONRY	U.L.	UNDERWRITERS LABORATORY
F.O.S.	FACE OF STUD	U.N.O.	UNLESS NOTED OTHERWISE
F.O.W.	FACE OF WALL	V.I.F.	VERIFY IN FIELD
F.S.	FINISH SURFACE	W	WIDE(WIDTH)
FT.(')	FOOT(FEET)	W/	WITH
FTG.	FOOTING	WD.	WOOD
G.	GROWTH (CABINET)	W.P.	WEATHERPROOF
GA.	GAUGE	WT.	WEIGHT
GI.	GALVANIZE(D)	℄	CENTERLINE
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER	℘	PLATE
GLB.(GLU-LAM)	GLUE LAMINATED BEAM		
GPS	GLOBAL POSITIONING SYSTEM		

GENERAL NOTES — 1

DRAWING SPECIFICATIONS

1. THE LATEST EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," ARE INCLUDED IN THESE SPECIFICATIONS AS IF COMPLETELY REPRODUCED HEREIN.

2. THIS FACILITY IS AN UNOCCUPIED PCS TELECOMMUNICATIONS SITE AND IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

3. THE DRAWINGS SHALL NOT BE SCALED. FIGURED DIMENSIONS HAVE PRECEDENCE OVER THE DRAWING SCALE. DETAIL DRAWINGS HAVE PRECEDENCE OVER SMALL SCALE DRAWINGS. THE CONTRACTOR SHALL CHECK THE ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS OR BEGIN ANY CONSTRUCTION UNTIL THE ACCURACY OF THE DRAWING DIMENSIONS HAVE BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.

4. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE PROJECT MANAGER AND THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK.

5. THE DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS. SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.

6. REPRESENTATIONS OF THE TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF THE SURVEY DRAWING, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF THE SURVEY DRAWING AND ANY SURVEYOR MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH. IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT/ENGINEER.

7. THESE CONSTRUCTION DRAWING DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.

8. THE INTENTION OF THE DOCUMENT IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.

9. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE, AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.

10. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

11. GENERAL ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

CONTRACTOR SPECIFICATIONS

1. PRIOR TO THE SUBMISSION OF BIDS, THE PARTICIPATING CONTRACTORS SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE NEW PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS, FIELD CONDITIONS, AND CONFIRM THAT THE PROJECT CAN BE ACCOMPLISHED AS SHOWN, PRIOR TO SUBMISSION OF BIDS AND CONSTRUCTION. SHOULD ANY ERRORS, OMISSIONS, OR DISCREPANCIES BE FOUND, THE GENERAL CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER AND THE ARCHITECT/ENGINEER, IN WRITING. IN THE EVENT OF DISCREPANCIES, THE CONTRACTOR SHALL INCLUDE THE MORE COSTLY OR EXTENSIVE WORK IN THE BID, UNLESS SPECIFICALLY DIRECTED OTHERWISE. IF A DISCREPANCY EXISTS AND THE PROJECT MANAGER AND ARCHITECT/ENGINEER ARE NOT NOTIFIED, THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR OR CORRECT ALL PROBLEMS THAT RESULT.

2. EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND THE ARCHITECT/ENGINEER, SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.

3. THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND THE ARCHITECT/ENGINEER IF ANY OF THE DETAILS ARE CONSIDERED IMPRACTICAL, UNSUITABLE, UNSAFE, NOT WATERPROOFED, OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO ANY DETAIL. THE DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS AND SHALL BE INCLUDED AS PART OF THE WORK.

4. THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.

5. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.

6. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH ALL LOCAL CODES, REGULATIONS, AND ORDINANCES, AS WELL AS, STATE DEPARTMENT OF INDUSTRIAL REGULATIONS AND DIVISION OF INDUSTRIAL SAFETY (OSHA) REQUIREMENTS.

7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 16, SECTION 1613 OF THE CBC REGARDING EARTHQUAKE PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS AND MECHANICAL EQUIPMENT. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.

8. THE WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:

NRCA — NATIONAL ROOFING CONTRACTORS ASSOCIATION
O'HARE INTERNATIONAL CENTER
10255 WEST HIGGINS ROAD, SUITE 600
ROSEMONT, IL 60018

SMACNA — SHEET METAL AND AIR CONDITIONING CONTRACTORS
NATIONAL ASSOCIATION
4201 LAFAYETTE CENTER DRIVE
CHATTILY, VA 22021-1209

ITLP — INTERNATIONAL INSTITUTE FOR LATH AND PLASTER
820 TRANSFER ROAD
ST. PAUL, MN 55114-1406

AMA — ADHESIVE MANUFACTURERS ASSOCIATION
401 NORTH MICHIGAN AVENUE, SUITE 2400
CHICAGO, IL 60611

9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.

10. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE GENERAL CONTRACTOR WITH LOCAL ELECTRICAL COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

11. THE CONTRACTOR SHALL OBTAIN AND PAY FOR PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK.

12. THE CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK, USING HIS BEST SKILL AND ATTENTION. HE SHALL SOLELY BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES, AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

13. THE CONTRACTOR SHALL PROTECT THE PROPERTY OWNERS, PROJECT MANAGER AND THE CARRIER'S PROPERTY FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING CONSTRUCTION, STRUCTURE, LANDSCAPING, CURBS, STAIRS, EQUIPMENT, ETC., SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROJECT MANAGER, THE PROPERTY OWNER, OR THE OWNER'S REPRESENTATIVE, AT THE EXPENSE OF THE CONTRACTOR.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL REPLACE OR REMEDY, ANY FAULTY, IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP, OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK BY DELTA GROUPS ENGINEERING, INC. UNDER THIS CONTRACT.

15. THE CONTRACTOR SHALL VERIFY, COORDINATE, AND PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR OTHER SUPPORTS FOR ALL ITEMS REQUIRING THE SAME.

16. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATERTIGHT USING MATERIALS IN ACCORDANCE WITH NRCA ROOFING STANDARDS AND DETAILS. THE CONTRACTOR SHALL OBTAIN DETAILING CLARIFICATION FOR SITE-SPECIFIC CONDITIONS FROM THE ARCHITECT/ENGINEER, IF NECESSARY, BEFORE PROCEEDING.

17. THE CONTRACTOR SHALL CONTACT U.S.A. (UNDERGROUND SERVICE ALERT) BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK, OR CONSTRUCTION.

18. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.

19. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.

20. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.

21. THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER, THE PROJECT MANAGER, AND THE CITY OR GOVERNING AGENCY.

22. THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A DAILY BASIS AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING THROUGHOUT CONSTRUCTION, INCLUDING FINAL CLEANUP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE LEFT IN A BROOM CLEAN CONDITION AT THE END OF EACH DAY.

23. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION, AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. IN ADDITION, STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

24. THE GENERAL CONTRACTOR MUST PERFORATOR WORK DURING PROPERTY OWNER'S PREFERRED HOURS TO AVOID DISRUPTION OF NORMAL ACTIVITY.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED AND ACCEPTED BY THE PROJECT MANAGER.

26. THE LATEST EDITION OF ALL PERMITTED AND APPROVED PLANS PERTAINING TO THIS PROJECT SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY THE WORKERS. ALL CONSTRUCTION SETS SHALL REFLECT THE SAME INFORMATION. THE CONTRACTOR MUST ALSO MAINTAIN IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.

27. THE CONTRACTOR SHALL PROVIDE A CLOSE-OUT PACKAGE TO THE PROJECT MANAGER, WHICH WILL INCLUDE:

A. BUILDING PEROOMITS/ELECTRICAL PERMITS
B. FINAL INSPECTION CARD
C. STAMPED BUILDING PERMIT PLANS
D. GROUNDING TEST
E. SWEEP TEST
F. CONCRETE TEST
G. SPECIAL INSPECTION REPORTS
H. WARRANTIES, MANUAL, EQUIPMENT SPECIFICATIONS
I. SUBCONTRACTOR CONTACT LIST
J. REDLINED AS-BUILTS
K. CONSTRUCTION PROCESS PHOTOS
L. SITE COMPLETION PHOTOS
M. A WRITTEN REPORT ON ANTENNA SERIAL NUMBER FOR EACH SECTOR
N. MANUFACTURER'S PERFORMANCE REPORT FOR EACH ANTENNA

ENGINEERING REQUIREMENTS

1. ALL EXPOSED METAL SHALL BE HOT-DIPPED GALVANIZED.

2. SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF AND WHERE APPLICABLE TO THIS FACILITY AND PROJECT SITE.

3. ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS, AT WALL AND ROOF PENETRATIONS, SHALL BE CAULKED OR SEALED TO LIMIT INFILTRATION OF AIR AND MOISTURES.

4. THE ELECTRICAL POWER SYSTEM SHALL BE GROUNDED PER NEC ARTICLES 250 AND 810.

5. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE DRAWINGS TO THE PROJECT MANAGER FOR APPROVAL. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE PROJECT MANAGER.

6. THE CONTRACTOR SHALL SUBMIT THREE COPIES OF EACH REQUEST FOR SUBSTITUTIONS. IN EACH REQUEST, IDENTIFY THE PRODUCT, FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.

7. THE CONTRACTOR SHALL SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE PROJECT MANAGER, SUBMIT ACTUAL SAMPLES TO DELTA GROUPS ENGINEERING, INC. FOR APPROVAL, IN LIEU OF CUT SHEETS.

8. CHANGE ORDERS MAY BE INITIATED BY THE PROJECT MANAGER AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR, UPON VERBAL REQUEST FROM THE PROJECT MANAGER, SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT IT TO THE PROJECT MANAGER WITHIN SEVENTY-TWO HOURS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN THE SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE PROJECT MANAGER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

GENERAL REQUIREMENTS

1. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT CONSTRUCTION AREA.

2. THE CONTRACTOR SHALL, AT THEIR OWN EXPENSE, CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT, ALL INSURANCE AS REQUIRED AND LISTED. THE CONTRACTOR SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE, STATING ALL COVERAGE, TO THE CELLULAR CARRIER. THE CELLULAR CARRIER SHALL BE NAMED AS AN ADDITIONAL COMPANY INSURED ON ALL POLICIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED IN THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSIONS, WHICH MAY BE FOUND, SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.

4. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.

5. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

6. BEFORE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THE PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE CELLULAR CARRIER'S PROJECT MANAGER PRIOR TO THE COMMENCEMENT OF ANY WORK.

7. THE CONTRACTOR SHALL SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN THREE DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE. IT SHALL INDICATE A TIME BAR FOR EACH MAJOR CATEGORY OF WORK TO BE PERFORMED AT THE SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE SITE.

8. THE CONTRACTOR SHALL PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE PROJECT MANAGER.

9. A COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO THE START OF CONSTRUCTION.

10. NOTIFY THE PROJECT MANAGER IN WRITING NO LESS THAN FORTY-EIGHT HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.

11. THE CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE CELLULAR CARRIER, NOR WILL WIRELESS SERVICE BE ARRANGED.

12. DURING CONSTRUCTION, THE CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES. CONTRACTOR WILL COMPLY WITH ALL SAFETY REQUIREMENTS IN THEIR AGREEMENT.

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

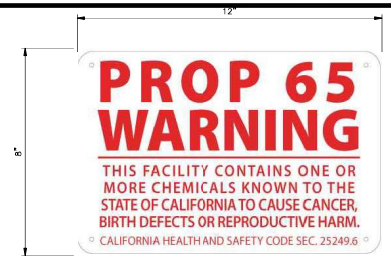
TRI CITY
CVL05851
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ROCKLIN, CA 95677

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV.	DATE	DESCRIPTION	BY	CHK
1	9/23/22	ISSUED FOR CD 90% (REVIEW SET)	ND	.
2	10/04/22	ISSUED FOR CD 95%	ND	
3	11/30/22	ISSUED FOR CD 100%	ND	
4	12/21/22	ISSUED FOR CD 100%	ND	

PROFESSIONAL ENGINEER ALBERT R.H. TENG C 41170 EXP. 03/31/23 CIVIL STATE OF CALIFORNIA

SHEET TITLE	
GENERAL NOTES, LEGEND & ABBREVIATIONS	
SHEET	DGE NO.
GN1	P22MX007
	SITE NAME
	TRI CITY



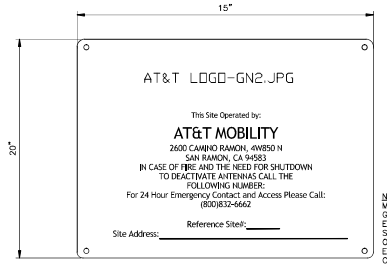
NOTE: MOUNT AT ACCESS GATE

PROP 65 SIGN | 9



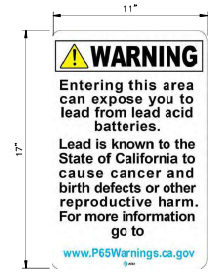
NOTE: MOUNT AT ACCESS GATE

FENCED COMPOUND SIGNAGE | 5



NOTE: MOUNT AT ACCESS GATE AND EQUIPMENT SHELTER DOOR OR OUTDOOR EQUIPMENT CABINET

FENCED COMPOUND SIGNAGE | 1



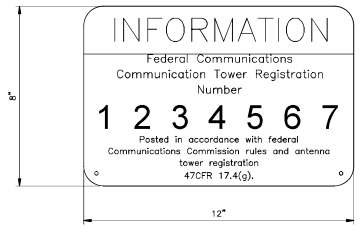
NOTE: MOUNT AT EQUIPMENT SHELTER DOOR OR OUTDOOR EQUIPMENT CABINET

PROP 65 SIGN | 10



NOTE: MOUNT AT ACCESS GATE

DOOR / EQUIPMENT SIGN | 6



NOTE: MOUNT AT TOWER BASE

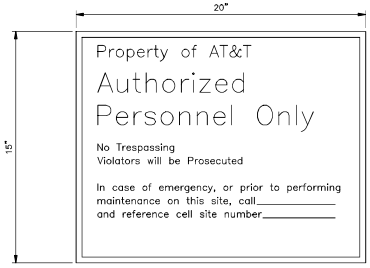
FCC ASR SIGNAGE | 2

UNUSED | .



NOTE: MOUNT AT EQUIPMENT SHELTER DOOR OR BATTERY CABINET(S)

BATTERY CABINET SIGN | 7



NOTE: MOUNT AT ACCESS GATE

GATE/DOOR SIGNAGE | 3

UNUSED | .

UNUSED | .

UNUSED | .

UNUSED | .

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

TRI CITY
CVL05851
JOHNSON SPRINGVIEW PARK
5540 3RD STREET
ROCKLIN, CA 95677

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV	DATE	DESCRIPTION	BY	CHK
1	9/23/22	ISSUED FOR CD 90% (REVIEW SET)	ND	.
2	10/04/22	ISSUED FOR CD 95%	ND	
3	11/30/22	ISSUED FOR CD 100%	ND	
4	12/21/22	ISSUED FOR CD 100%	ND	

PROFESSIONAL ENGINEER — ROBERT D. FLYNN — No. 51170 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: SITE SIGNAGE

SHEET	DGN NO.
GN2	P22MX007
	SITE NAME
	TRI CITY

EnerSys

SAFETY DATA SHEET

Form #: SDS 853027
Revised: AG
Supersedes: AF
ECC #: 1002195

Inorganic lead and sulfuric acid electrolyte are the primary components of every battery manufactured by EnerSys Energy Products.
There are no mercury or cadmium containing products present in batteries manufactured by EnerSys Energy Products.

IV. FIRST AID MEASURES

Inhalation:
Sulfuric Acid: Remove to fresh air immediately. If breathing is difficult, give oxygen. Consult a physician
Lead: Remove from exposure, gargle, wash nose and lips; consult physician.

Ingestion:
Sulfuric Acid: Give large quantities of water; do not induce vomiting or aspiration into the lungs may occur and can cause permanent injury or death; consult a physician
Lead: Consult physician immediately.

Skin:
Sulfuric Acid: Flush with large amounts of water for at least 15 minutes; remove contaminated clothing completely, including shoes. If symptoms persist, seek medical attention. Wash contaminated clothing before reuse. Discard contaminated shoes
Lead: Wash immediately with soap and water.

Eyes:
Sulfuric Acid and Lead: Flush immediately with large amounts of water for at least 15 minutes while lifting lids
Seek immediate medical attention if eyes have been exposed directly to acid.

V. FIRE FIGHTING MEASURES

Flash Point: N/A — **Flammable Limits:** LEL = 4.1% (Hydrogen Gas) UEL = 74.2% (Hydrogen Gas)

Extinguishing Media: Carbon dioxide; foam; dry chemical. Avoid breathing vapors. Use appropriate media for surrounding fire.

Special Fire Fighting Procedures:
If batteries are on charge, shut off power. Use positive pressure, self-contained breathing apparatus. Water applied to electrolyte generates heat and causes it to spatter. Wear acid-resistant clothing, gloves, face and eye protection.
Note that strings of series connected batteries may still pose risk of electric shock even when charging equipment is shut down.

Unusual Fire and Explosion Hazards:
Highly flammable hydrogen gas is generated during charging and operation of batteries. To avoid risk of fire or explosion, keep sparks or other sources of ignition away from batteries. Do not allow metallic materials to simultaneously contact negative and positive terminals of cells and batteries. Follow manufacturer's instructions for installation and service.

VI. ACCIDENTAL RELEASE MEASURES

Spill or Leak Procedures:
Stop flow of material, contain/absorb small spills with dry sand, earth, and vermiculite. Do not use combustible materials. If possible, carefully neutralize spilled electrolyte with soda ash, sodium bicarbonate, lime, etc. Wear acid-resistant clothing, boots, gloves, and face shield. Do not allow discharge of unneutralized acid to sewer. Acid must be managed in accordance with local, state, and federal requirements.
Consult state environmental agency and/or federal EPA.

VII. HANDLING AND STORAGE

Handling:
Unless involved in recycling operations, do not breach the casing or empty the contents of the battery.
There may be increasing risk of electric shock from strings of connected batteries
Keep containers tightly closed when not in use. If battery case is broken, avoid contact with internal components.
Keep vent caps on and cover terminals to prevent short circuits. Place cardboard between layers of stacked automotive batteries to avoid damage and short circuits.
Keep away from combustible materials, organic chemicals, reducing substances, metals, strong oxidizers and water. Use banding or stretch wrap to secure items for shipping.

Storage:
Store batteries in cool, dry, well-ventilated areas with impervious surfaces and adequate containment in the event of spills. Batteries should also be stored under roof for protection against adverse weather conditions. Separate from incompatible materials. Store and handle only in areas with adequate water supply and spill control. Avoid damage to containers. Keep away from fire, sparks and heat. Keep away from metallic objects which could bridge the terminals on a battery and create a dangerous short-circuit.

Charging:
There is a possible risk of electric shock from charging equipment and from strings of series connected batteries, whether or not being charged. Shut-off power to chargers whenever not in use and before detachment of any circuit connections. Batteries being charged will generate and release flammable hydrogen gas. Charging space should be ventilated. Keep battery vent caps in position. Prohibit smoking and avoid creation of flames and sparks nearby.
Wear face and eye protection when near batteries being charged.

VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Limits (mg/m3) Note: N.E.= Not Established

INGREDIENTS (Chemical/Common Names)	OSHA PEL	ACGIH	US NIOSH	Quebec PEV	Ontario OEL	EU OEL
Lead and Lead Compounds (inorganic)	0.05	0.05	0.05	0.05	0.05	0.15 (b)
Tin	2	2	2	2	2	N.E
Sulfuric Acid Electrolyte	1	0.2	1	1	0.2	0.05 (c)
Polypropylene	N.E	N.E	N.E	N.E	N.E	N.E
Polystyrene	N.E	N.E	N.E	N.E	N.E	N.E
Styrene Acrylonitrile	N.E	N.E	N.E	N.E	N.E	N.E
Acrylonitrile Butadiene Styrene	N.E	N.E	N.E	N.E	N.E	N.E
Styrene Butadiene	N.E	N.E	N.E	N.E	N.E	N.E
Polyvinylchloride	N.E	N.E	N.E	N.E	1	N.E

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Lead: Remove from exposure, gargle, wash nose and lips; consult physician.

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Keep vent caps on and cover terminals to prevent short circuits. Place cardboard between layers of stacked automotive batteries to avoid damage and short circuits.
Keep away from combustible materials, organic chemicals, reducing substances, metals, strong oxidizers and water. Use banding or stretch wrap to secure items for shipping.

Storage:
Store batteries in cool, dry, well-ventilated areas with impervious surfaces and adequate containment in the event of spills. Batteries should also be stored under roof for protection against adverse weather conditions. Separate from incompatible materials. Store and handle only in areas with adequate water supply and spill control. Avoid damage to containers. Keep away from fire, sparks and heat. Keep away from metallic objects which could bridge the terminals on a battery and create a dangerous short-circuit.

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Sulfuric Acid Electrolyte	1	0.2	1	1	0.2	0.05 (c)
Polypropylene	N.E	N.E	N.E	N.E	N.E	N.E
Polystyrene	N.E	N.E	N.E	N.E	N.E	N.E
Styrene Acrylonitrile	N.E	N.E	N.E	N.E	N.E	N.E
Acrylonitrile Butadiene Styrene	N.E	N.E	N.E	N.E	N.E	N.E
Styrene Butadiene	N.E	N.E	N.E	N.E	N.E	N.E
Polyvinylchloride	N.E	N.E	N.E	N.E	1	N.E

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EnerSys

SAFETY DATA SHEET

Form #: SDS 853027
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Polycarbonate, Hard Rubber, Polyethylene	N.E	N.E	N.E	N.E	N.E	N.E
Polyphenylene Oxide	N.E	N.E	N.E	N.E	N.E	N.E
Polycarbonate/Polyester Alloy Rubber, Polyethylene	N.E	N.E	N.E	N.E	N.E	N.E
Absorbent Glass Mat	N.E	N.E	N.E	N.E	N.E	N.E

NOTES:
(b) As inhalable aerosol
(c) Thoracic fraction

Engineering Controls (Ventilation):
Store and handle in well-ventilated area. If mechanical ventilation is used, components must be acid-resistant.
Handle batteries cautiously to avoid spills. Make certain vent caps are on securely. Avoid contact with internal components. Wear protective clothing, eye and face protection when filling, charging or handling batteries. Do not allow metallic materials to simultaneously contact both the positive and negative terminals of the batteries. Charge the batteries in areas with adequate ventilation. General dilution ventilation is acceptable.

Respiratory Protection (NIOSH/MSHA approved):
None required under normal conditions. When concentrations of sulfuric acid mist are known to exceed the PEL, use NIOSH or MSHA-approved respiratory protection.

Skin Protection:
If battery case is damaged, use rubber or plastic acid-resistant gloves with elbow-length gauntlet, acid-resistant apron, clothing and boots

Eye Protection:
If battery case is damaged, use chemical goggles or face shield.

Other Protection:
Under severe exposure emergency conditions, wear acid-resistant clothing and boots.

IX. PHYSICAL AND CHEMICAL PROPERTIES

Properties Listed Below are for Electrolyte:

Boiling Point:	203 - 240° F	**Specific Gravity (H2O = 1):**	1.215 to 1.350
Melting Point:	N/A	**Vapor Pressure (mm Hg):**	10
Solubility in Water:	100%	**Vapor Density (AIR = 1):**	Greater than 1
Evaporation Rate: (Butyl Acetate = 1)	Less than 1	**% Volatile by Weight:**	N/A
pH:	~1 to 2	**Flash Point:**	Below room temperature (as hydrogen gas)
LEL (Lower Explosive Limit)	4.1% (Hydrogen)	**UEL (Upper Explosive Limit)**	74.2% (Hydrogen)
Appearance and Odor:	Manufactured article; no apparent odor. Electrolyte is a clear liquid with a sharp, penetrating, pungent odor.		

X. STABILITY AND REACTIVITY

Stability: Stable X Unstable ___

This product is stable under normal conditions at ambient temperature

Conditions To Avoid: Prolonged overcharge; sources of ignition

Incompatibility: (Materials to avoid)
Sulfuric Acid: Contact with combustibles and organic materials may cause fire and explosion. Also reacts violently with strong reducing agents, metals, sulfur trioxide gas, strong oxidizers and water. Contact with metals may produce toxic sulfur dioxide fumes and may release flammable hydrogen gas.
Lead Compounds: Avoid contact with strong acids, bases, halides, halogenates, potassium nitrate, permanganate, peroxides, nascent hydrogen and reducing agents.

Hazardous Decomposition Products:
Sulfuric Acid: Sulfur trioxide, carbon monoxide, sulfuric acid mist, sulfur dioxide, and hydrogen sulfide.
Lead Compounds: High temperatures likely to produce toxic metal fume, vapor, or dust; contact with strong acid or base or presence of nascent hydrogen may generate highly toxic arsine gas.

Hazardous Polymerization:
Will not occur

XI. TOXICOLOGICAL INFORMATION

Routes of Entry:
Sulfuric Acid: Harmful by all routes of entry.
Lead Compounds: Hazardous exposure can occur only when product is heated, oxidized or otherwise processed or damaged to create dust, vapor or fume. The presence of nascent hydrogen may generate highly toxic arsine gas.

Inhalation:
Sulfuric Acid: Breathing of sulfuric acid vapors or mists may cause severe respiratory irritation.
Lead Compounds: Inhalation of lead dust or fumes may cause irritation of upper respiratory tract and lungs.

Ingestion:
Sulfuric Acid: May cause severe irritation of mouth, throat, esophagus and stomach.
Lead Compounds: Acute ingestion may cause abdominal pain, nausea, vomiting, diarrhea and severe cramping. This may lead rapidly to systemic toxicity and must be treated by a physician.

Skin Contact:
Sulfuric Acid: Severe irritation, burns and ulceration.
Lead Compounds: Not absorbed through the skin.

Eye Contact:
Sulfuric Acid: Severe irritation, burns, cornea damage, and blindness.

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EnerSys

SAFETY DATA SHEET

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Lead Components: May cause eye irritation.

Effects of Overexposure - Acute:
Sulfuric Acid: Severe skin irritation, damage to cornea, upper respiratory irritation.
Lead Compounds: Symptoms of toxicity include headache, fatigue, abdominal pain, loss of appetite, muscle aches and weakness, sleep disturbances and irritability.

Effects of Overexposure - Chronic:
Sulfuric Acid: Possible erosion of tooth enamel, inflammation of nose, throat and bronchial tubes.
Lead Compounds: Anemia; neuropathy, particularly of the motor nerves, with wrist drop; kidney damage; reproductive changes in males and females. Repeated exposure to lead and lead compounds in the workplace may result in nervous system toxicity. Some toxicologists report abnormal conduction velocities in persons with blood lead levels of 50mcg/100 ml or higher. Heavy lead exposure may result in central nervous system damage, encephalopathy and damage to the blood-forming (hematopoietic) tissues.

Carcinogenicity:
Sulfuric Acid: The International Agency for Research on Cancer (IARC) has classified "strong inorganic acid mist containing sulfuric acid" as a Group 1 carcinogen, a substance that is carcinogenic to humans. This classification does not apply to liquid forms of sulfuric acid or sulfuric acid solutions contained within a battery. Inorganic acid mist (sulfuric acid mist) is not generated under normal use of this product. Misuse of the product, such as overcharging, may result in the generation of sulfuric acid mist.
Lead Compounds: Lead is listed as a Group 2A carcinogen, likely in animals at extreme doses. Per the guidance found in OSHA 29 CFR 1910.1200 Appendix F, this is approximately equivalent to GHS Category 1B. Proof of carcinogenicity in humans is lacking at present.

Medical Conditions Generally Aggravated by Exposure:
Overexposure to sulfuric acid mist may cause lung damage and aggravate pulmonary conditions. Contact of sulfuric acid with skin may aggravate diseases such as eczema and contact dermatitis. Lead and its compounds can aggravate some forms of kidney, liver and neurologic diseases.

Acute Toxicity:
Inhalation LD50:
Electrolyte: LC50 rat: 375 mg/m3; LC50: guinea pig: 510 mg/m3
Elemental Lead: Acute Toxicity Point Estimate = 4500 ppmV (based on lead bullion)

Oral LD50:
Electrolyte: rat: 2140 mg/kg
Elemental Lead: Acute Toxicity Estimate (ATE) = 500 mg/kg body weight (based on lead bullion)

Additional Health Data:
All heavy metals, including the hazardous ingredients in this product, are taken into the body primarily by inhalation and ingestion.
Most inhalation problems can be avoided by adequate precautions such as ventilation and respiratory protection covered in Section 8.
Follow good personal hygiene to avoid inhalation and ingestion: wash hands, face, neck and arms thoroughly before eating, smoking or leaving the worksite. Keep contaminated clothing out of non-contaminated areas, or wear cover clothing when in such areas. Restrict the use and presence of food, tobacco and cosmetics to non-contaminated areas. Work clothes and work equipment used in contaminated areas must remain in designated areas and never taken home or laundered with personal non-contaminated clothing. This product is intended for industrial use only and should be isolated from children and their environment.

The 19th Amendment to EC Directive 67/548/EEC classified lead compounds, but not lead in metal form, as possibly toxic to reproduction.
Risk phrase 61: May cause harm to the unborn child, applies to lead compounds, especially soluble forms.

XII. ECOLOGICAL INFORMATION

Environmental Fate:
Lead is very persistent in soil and sediments. No data on environmental degradation. Mobility of metallic lead between ecological compartments is slow. Bioaccumulation of lead occurs in aquatic and terrestrial animals and plants but little bioaccumulation occurs through the food chain.
Most studies include lead compounds and not elemental lead.

Environmental Toxicity: Aquatic Toxicity:
Sulfuric acid: 24-hr LC50, freshwater fish (Brachydanio rerio): 82 mg/L
96 hr- LOEC, freshwater fish (Cyprinus carpio): 22 mg/L
Lead: 48 hr LC50 (modeled for aquatic invertebrates): <1 mg/L, based on lead bullion

Additional Information:
· No known effects on stratospheric ozone depletion.
· Volatile organic compounds: 0% (by Volume)
· Water Endangering Class (WGK): NA

XIII. DISPOSAL CONSIDERATIONS (UNITED STATES)

Spent batteries: Send to secondary lead smelter for recycling. Spent lead-acid batteries are not regulated as hazardous waste when the requirements of 40 CFR Section 266.80 are met. This should be managed in accordance with approved local, state and federal requirements. Consult state environmental agency and/or federal EPA.

Electrolyte:
Place neutralized slurry into sealed containers and handle as applicable with state and federal regulations. Large water-diluted spills, after neutralization and testing, should be managed in accordance with approved local, state and federal requirements. Consult state environmental agency and/or federal EPA.

Following local, State/Provincial, and Federal/National regulations applicable to end-of-life characteristics will be the responsibility of the end-user.

XIV. TRANSPORT INFORMATION

U.S. DOT:
Excepted from the hazardous materials regulations (HMR) because the batteries meet the requirements of 49 CFR 173.159(f) and 49 CFR 173.159a of the U.S. Department of Transportation's HMR. Battery and outer package must be marked "NONSPILLABLE" or "NONSPILLABLE BATTERY"

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BATTERY SPECIFICATIONS

1

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

TRI CITY
CVL05851

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5540 3RD STREET
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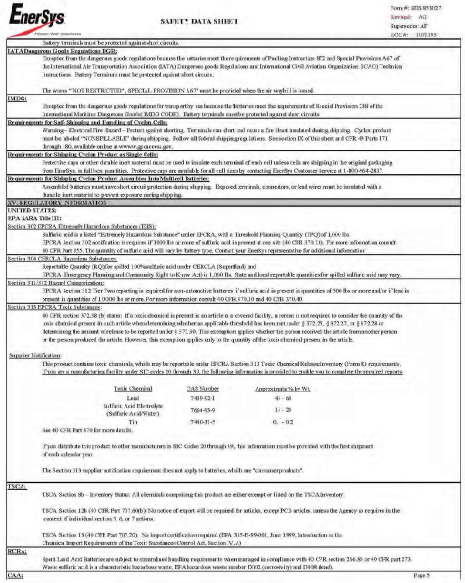
PROFESSIONAL ENGINEER ALBERT R.H. TENG C 41170 EXP. 03/31/23 CIVIL STATE OF CALIFORNIA

SHEET TITLE: BATTERY SPECIFICATIONS

SHEET: GN3

DGE NO.: P22MX007

SITE NAME: TRI CITY



EnerSys

SAFETY DATA SHEET

Form #: SDS 8500.7
Revised: AG
Supersedes: AF
SDS #: 11021355

Battery Terminals must be protected against short circuits.

IATA Dangerous Goods Regulations (DGR):
Exempt from the dangerous goods regulations because the articles meet them requirements of Packing Instruction 872 and Special Provision A67 of the International Air Transportation Association (IATA) Dangerous goods Regulations and International Civil Aviation Organization (ICAO) Technical Instructions. Battery Terminals must be protected against short circuits.

The terms "NOT RESTRICTED", SPECIAL PROVISION A67" must be provided when the air waybill is issued.

IMDG:
Exempt from the dangerous goods regulations for transportby sea because the batteries meet the requirements of Special Provisions 238 of the International Maritime Dangerous Goods (IMDG CODE). Battery terminals must be protected against short circuits.

Requirements for Spill Shipping and Handling of Cyclon Cells:
Packing - Electrical Tape Secure - Protect against shorting. Terminals can short and cause a fire if not insulated during shipping. Cyclon product must be labeled "NONSPILLABLE" during shipping. Follow all federal shipping regulations. Reference IX of this sheet as well as CFR 49 Parts 171 through 180, available online at www.gpoaccess.gov.

Requirements for Shipping Cyclon Product as Single Cells:
Interior caps or other durable inert material must be used to insulate each terminal of each cell unless cells are shipping in the original packaging from EnerSys, in full box quantities. Protective caps are available for all cell sizes by contacting EnerSys Customer Service at 1-800-964-2837.

Requirements for Shipping Cyclon Product Assembled Into Multicell Batteries:
Assembled batteries must have short circuit protection during shipping. Exposed terminals, connectors, or lead wires must be insulated with a suitable inert material to prevent exposure during shipping.

XV. REGULATORY INFORMATION

UNITED STATES:
HPA AARA Title III:
Section 302 EPCRA Extremely Hazardous Substances (EHS):
Sulfuric acid is a listed "Extremely Hazardous Substance" under EPCRA, with a Threshold Planning Quantity (TPQ) of 1,000 lbs.
EPCRA, section 302 notification requires if 1000 lbs or more of sulfuric acid is present at one site (40 CFR 370.10). For more information consult 40 CFR Part 355. The quantity of sulfuric acid will vary for battery type. Contact your EnerSys representative for additional information.

Section 304 CERCLA, Hazardous Substances:
Reportable Quantity (RQ)for spilled 100%sulfuric acid under CERCLA (Superfund) and
EPCRA, Emergency Planning and Community Right to Know Act) is 1,000 lbs. State and local reportable quantities for spilled sulfuric acid may vary.

Section 311/312 Hazard Categorization:
EPCRA section 312 Tier Two reporting is required for non-automotive batteries if sulfuric acid is present in quantities of 500 lbs or more and/or if there is present a quantities of 10,000 lbs or more. Pursuant toExemption consult 40 CFR 370.10 and 40 CFR 370.40.

Section 313 EPCRA, Toxic Substances:
40 CFR section 372.38 (b) states: If no acid chemical is present in an article or a covered facility, a owner is not required to consider the quantity of the acid chemical present in such article when determining whether an applicable threshold has been met under § 372.25, §372.27, or §372.28 or determining the amount of release to be reported under § 372.30. This exemption applies whether the person received the article from another person or the person produced the article. However, this exemption applies only to the quantity of the acid chemical present in the article.

Supplier Notification:
This product contains toxic chemicals, which may be reportable under EPCRA, Section 313 Toxic Chemical Release Inventory (Form R) requirements. If you are a manufacturing facility under SIC codes 20 through 39, the following information is provided to enable you to complete the appropriate reports.

Toxic Chemical	CAS Number	Approximate % (w/w)
Lead	7439-92-1	45 - 60
Sulfuric Acid Electrolyte (Sulfuric Acid/Water)	7664-93-9	15 - 25
Tin	7440-31-5	0. - 0.2

See 40 CFR Part 370 for more details.

If you distribute this product to other manufacturers in SIC Codes 20 through 39, the information must be provided with the first shipment of each calendar year.

The Section 313 supplier notification requirement does not apply to batteries, which are "consumer products".

TSCA:
TSCA Section 8b - Inventory Status: All chemicals comprising this product are either exempt or listed on the TSCA Inventory.

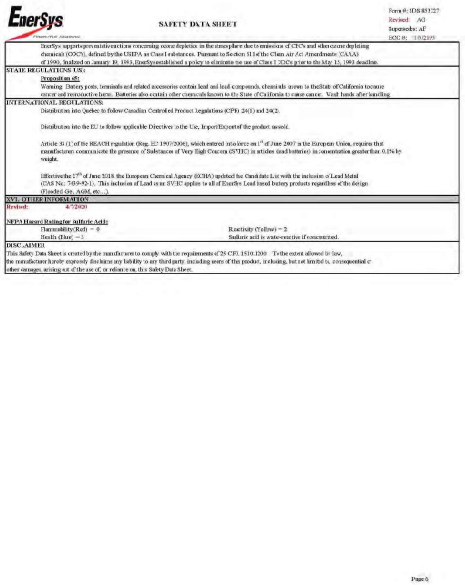
TSCA Section 12b (40 CFR Part 707.60(b)) Sixty-notice of export will be required for articles, except PCB articles, unless the Agency is receive in the context of individual sections 5, 6, or 7 actions.

TSCA Section 13 (40 CFR Part 707.20). No import certification required. (EPA 3015-0004), June 1989, Instruction is the Chemical Import Requirements of the Toxic Substances Control Act, Section V.J.)

RCRA:
Spent Lead Acid Batteries are subject to universal handling requirements when managed in compliance with 40 CFR section 266.80 or 40 CFR part 273. When sulfuric acid is a characteristic hazardous waste, EPA Hazardous waste number D002 (corrosivity) and D008 (lead).

OSHA

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EnerSys

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Supersedes: AF
SDS #: 11021355

EnerSys supports government action concerning ozone depletion in the atmosphere due to emissions of CFCs and other ozone depleting chemicals (ODC's), defined by the USEPA, as Class I substances. Pursuant to Section 113 of the Clean Air Act Amendments (CAAA) of 1990, finalized on January 10, 1993, EnerSys established a policy to eliminate the use of Class I ODCs prior to the July 15, 1993 deadline.

STATE REGULATIONS (US):
Proposition 65:
Warning: Battery posts, terminals and related accessories contain lead and lead compounds, chemicals known to the State of California to cause cancer and reproductive harm. Batteries also contain other chemicals known to the State of California to cause cancer. Wash hands after handling.

INTERNATIONAL REGULATIONS:
Disclaimer into Quebec to follow Canadian Controlled Product Regulations (CPR) 24(1) and 24(2).

Disclaimer into the EU to follow applicable Directives on the Use, Import/Export of the product, as well.

Article 31 (1) of the REACH regulation (Reg. EC 1907/2006), which entered into force on 1st of June 2007 in the European Union, requires that manufacturers communicate the presence of Substances of Very High Concern (SVHC) in articles (and batteries) in concentration greater than 0.1% by weight.

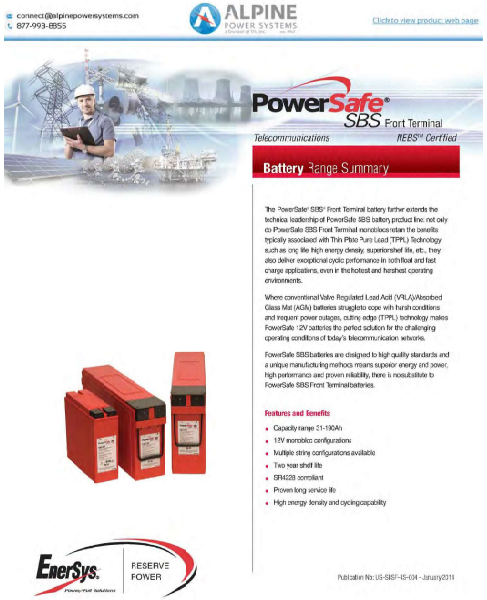
Effective the 17th of June 2018, the European Chemical Agency (ECHA) updated the Candidate List with the inclusion of Lead Metal (CAS No: 7439-92-1). This inclusion of Lead in an SVHC applies to all of EnerSys Lead based battery products regardless of the design (Flooded, Gel, AGM, etc...).

ANY OTHER INFORMATION
Revised: 4/7/2020

NFPA Hazard Rating for Sulfuric Acid:
Flammability Rating = 0 — Reactivity (Yellow) = 2
Health (Blue) = 3 — Sulfuric acid is water-reactive if concentrated.

DISCLAIMER
This Safety Data Sheet is created by the manufacturer to comply with the requirements of 29 CFR 1910.1200. To the extent allowed by law, the manufacturer hereby expressly disclaims any liability to any third party, including users of the product, arising, but not limited to, consequential or other damages, arising out of the use of or reliance on, the Safety Data Sheet.

Page 6



connect@alpinepowersystems.com
877-993-8855

ALPINE POWER SYSTEMS
A Division of TPI, Inc.

Click to view product web page

PowerSafe® SBS Port Terminal

Telecommunications — NEBS® Certified

Battery Range Summary

The PowerSafe® SBS® Front Terminal battery further extends the technical leadership of PowerSafe SBS battery product line; not only do PowerSafe SBS Front Terminal monoblocs retain the benefits typically associated with Thin Plate Pure Lead (TPPL) Technology such as: long life high energy density, superior shelf life, etc., they also deliver exceptional cyclic performance in both float and fast charge applications, even in the hottest and harshest counting environments.

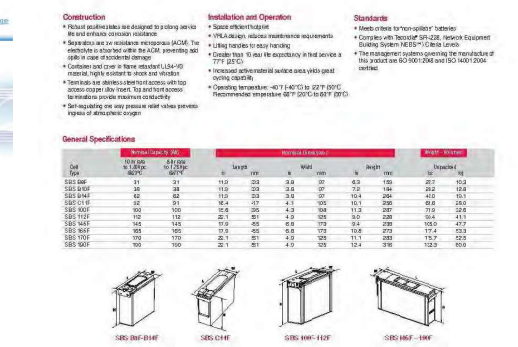
Where conventional Valve Regulated Lead Acid (VRLA)/Absorbed Glass Mat (AGM) batteries struggle to cope with harsh conditions and frequent power outages, cutting edge (TPPL) technology makes PowerSafe 12V batteries the perfect solution for the challenging operating conditions of today's telecommunication networks.

PowerSafe SBS batteries are designed to high quality standards and a unique manufacturing methods means superior energy and power, high performance and proven reliability, there is no substitute to PowerSafe SBS Front Terminal batteries.

Features and benefits
- Capacity range 21-190Ah
- 12V monobloc configurations
- Multiple string configurations available
- Two year shelf life
- SR4128 compliant
- Proven long service life
- High energy density and cycling capability

Publication No: US-SBSF-IS-014 - January 2011

EnerSys. RESERVE POWER



Construction
- Robust positive plates are designed to prolong service life and enhance corrosion resistance
- Separators are pre-resistance microporous (ACAM). The electrolyte is absorbed within the AGM, preventing acid spills in case of accidental damage
- Corrosion and cover in flame retardant UL94-HB material, highly resistant to shock and vibration
- Terminals are stainless steel nut access with top access copper alloy insert. Top and front access terminations provide maximum conductivity
- Self-regulating one way pressure relief valves prevents ingress of atmospheric oxygen

Installation and Operation
- Space efficient footprint
- VRLA design, reduces maintenance requirements
- Lifting handles for easy handling
- Greater than 10 year life expectancy in float service at 77°F (25°C)
- Increased active material surface area yields great cycling capability
- Operating temperature: -40°F (-40°C) to 122°F (50°C). Recommended temperature: 68°F (20°C) to 86°F (30°C)

Standards
- Meets criteria for "non-spillable" batteries
- Complies with Telcordia® GR-4228, Network Equipment Building System NEBS™) Criteria Levels
- The management systems governing the manufacture of this product are ISO 9001:2008 and ISO 14001:2004 certified.

General Specifications

Cell Type	Nominal Capacity @ 25C 10 hr rate to 1.80V/pc 86.0°F	1 hr rate to 1.67V/pc 86.0°F	Nominal (Unpackaged) Length in	Length mm	Width in	Width mm	Height in	Height mm	Weight - Wet (Unpackaged) Lbs	Weight - Wet (Unpackaged) Kg
SBS 21F	21	21	11.0	279	3.8	97	6.3	159	20.7	10.3
SBS 31F	31	31	11.0	279	3.8	97	7.2	184	29.2	13.8
SBS 51HF	52	52	11.0	279	3.8	97	10.4	264	41.0	19.1
SBS 51F	52	51	16.4	417	4.1	105	10.1	256	61.6	28.0
SBS 100F	100	100	15.6	395	4.3	108	11.3	287	71.9	32.6
SBS 112F	112	112	20.1	511	4.9	125	9.0	228	93.4	41.1
SBS 145F	145	145	17.9	455	6.8	173	9.4	238	105.0	47.7
SBS 190F	185	185	17.9	455	6.8	173	10.8	273	117.4	53.3
SBS 170F	170	170	20.1	511	4.9	125	11.1	283	115.7	52.5
SBS 190F	190	190	20.1	511	4.9	125	12.4	316	132.9	60.0

SBS 2HF-51HF — SBS 51HF — SBS 100F-112F — SBS 145F - 190F



ALPINE POWER SYSTEMS
A Division of TPI, Inc.

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BATTERY INFORMATION		
BATTERY MODEL	ALPHINE POWER SYSTEM / POWERSAFE SBS ENERSYS 190AH	
BATTERY ELECTROLYTE DATA– 12V MONOBLOCKS		
TOTAL ELECTROLYTE VOLUME (GAL.) PER UNIT	2.34 GAL.	
TOTAL ELECTROLYTE WEIGHT (LBS.) PER UNIT	25.3 LBS.	
BATTERY SULFURIC ACID DATA		
% SULFURIC ACID BY VOLUME = ACID VOLUME PER UNIT / ELECTROLYTE VOLUME PER UNIT		28.20% = 0.66 GAL. / 2.34 GAL.
% SULFURIC ACID BY WEIGHT = TOTAL ACID WEIGHT / ELECTROLYTE WEIGHT		39.92% = 10.1 LBS. / 25.3 LBS.
TOTAL SULFURIC VOLUME (GAL.) = TOTAL UNITS x ELECTROLYTE VOLUME PER UNIT		56.16 GAL. = 24 UNITS x 2.34 GAL.
TOTAL SULFURIC WEIGHT (LBS.) = TOTAL UNITS x ACID WEIGHT PER UNIT		242.4 LBS. = 24 UNITS x 10.1 GAL.
CFC CHAPTER 6 COMPLIANCE		
TOTAL ELECTROLYTE = 24 BATTERIES x 2.34 GAL. PER BATTERY = 56.16 GAL. *		
* SINCE <50 GAL. OF ELECTROLYTE, CFC CHAPTER 6, SECTION 608 IS NOT APPLICABLE		

BATTERY SPECIFICATIONS

1

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CVL05851
JOHNSON SPRINGVIEW PARK
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ROCKLIN, CA 95677

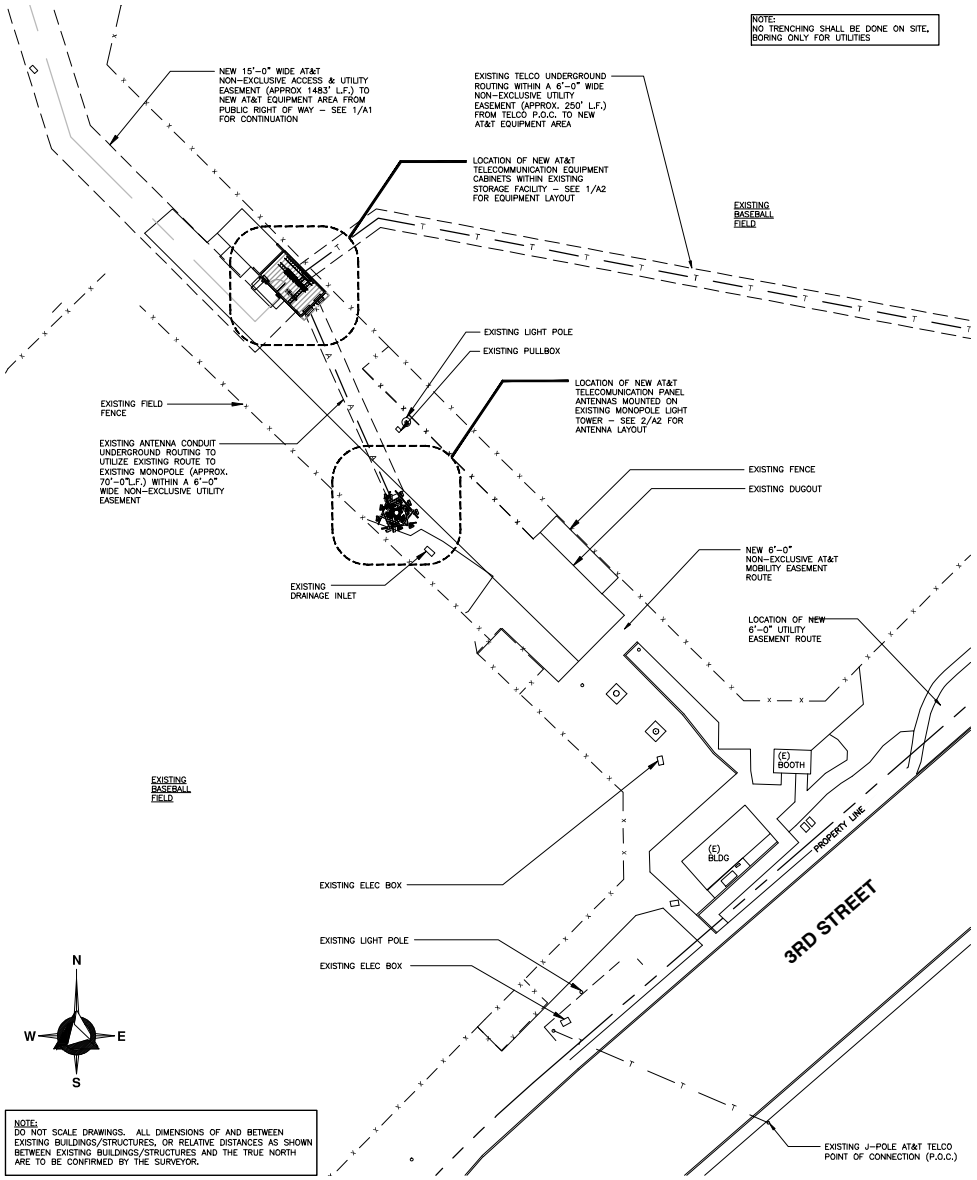
DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV.	DATE	DESCRIPTION	BY	CHK
1	9/23/22	ISSUED FOR CD 90% (REVIEW SET)	ND	.
2	10/04/22	ISSUED FOR CD 95%	ND	.
3	11/30/22	ISSUED FOR CD 100%	ND	.
4	12/21/22	ISSUED FOR CD 100%	ND	.

PROFESSIONAL ENGINEER — ROBERT A. DELTA — No. C 51170 — CIVIL — STATE OF CALIFORNIA
EXP. 03/31/23

SHEET TITLE: BATTERY SPECIFICATIONS

SHEET	DGE NO.
GN4	P22MX007
	SITE NAME
	TRI CITY

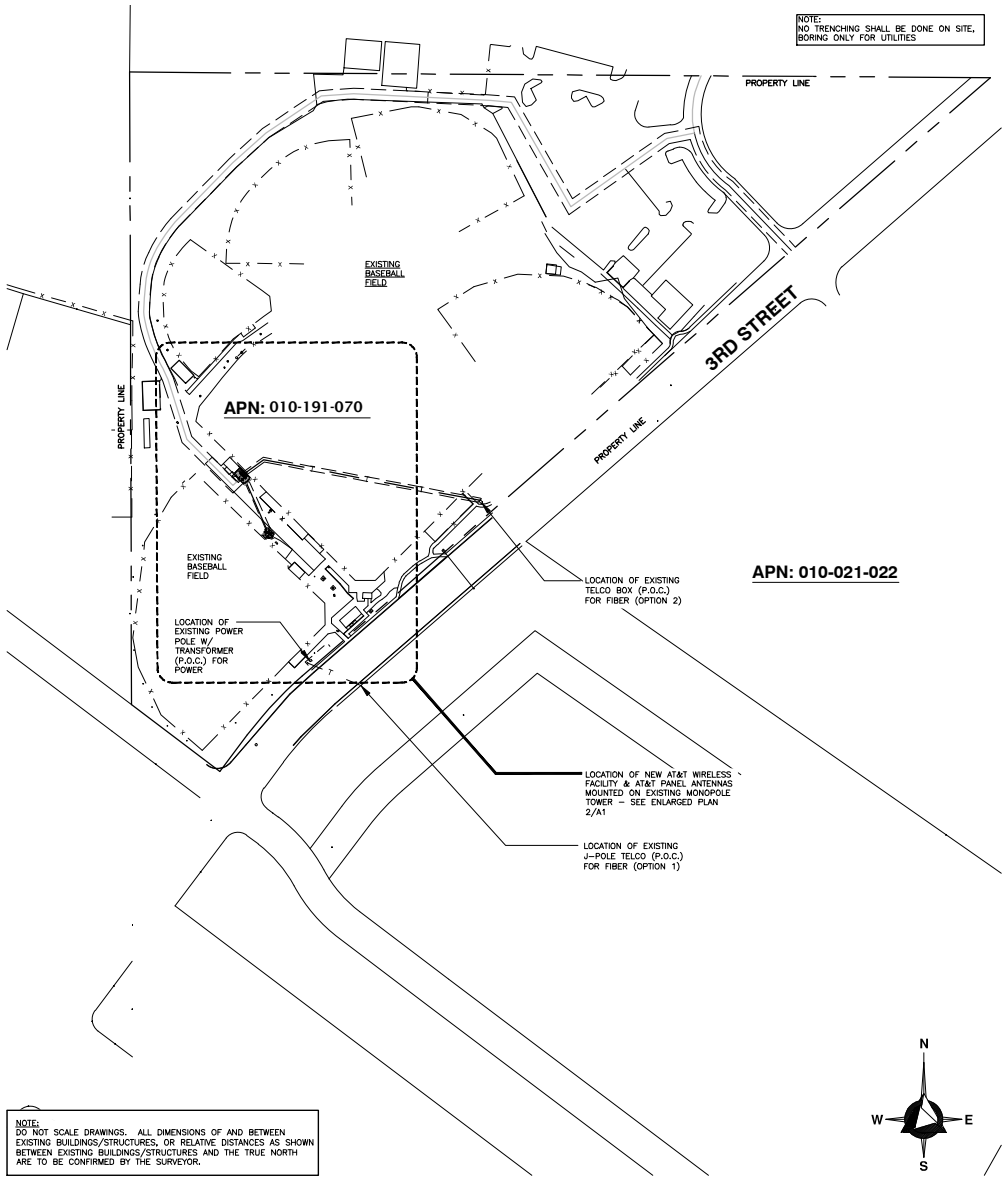


ENLARGED SITE PLAN

SCALE: 1 inch = 20 ft

20' 0' 20' 40'

2



OVERALL SITE PLAN

SCALE: 1 inch = 80ft

80' 0' 80' 160'

1

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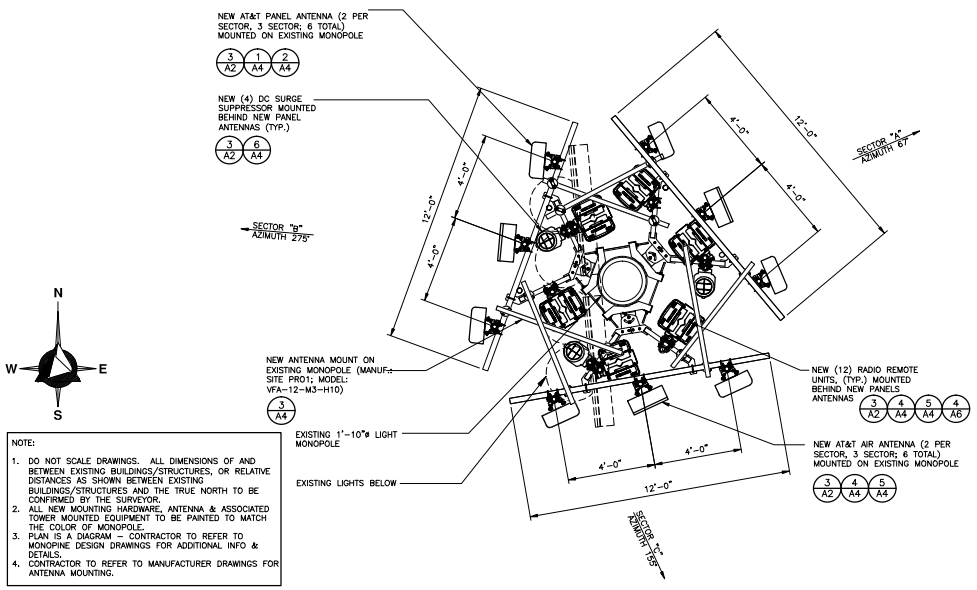
EXPIRES: 03/31/23
PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

SHEET TITLE: OVERALL & ENLARGED SITE PLAN

SHEET: A1

DGE NO.: P22MX007

SITE NAME: TRI CITY



NOTE:

1. DO NOT SCALE DRAWINGS. ALL DIMENSIONS OF AND BETWEEN EXISTING BUILDINGS/STRUCTURES, OR RELATIVE DISTANCES AS SHOWN BETWEEN EXISTING BUILDINGS/STRUCTURES AND THE TRUE NORTH TO BE CONFIRMED BY THE SURVEYOR.
2. ALL NEW MOUNTING HARDWARE, ANTENNA & ASSOCIATED TOWER MOUNTED EQUIPMENT TO BE PAINTED TO MATCH THE COLOR OF MONOPOLE.
3. PLAN IS A DIAGRAM – CONTRACTOR TO REFER TO MONOPINE DESIGN DRAWINGS FOR ADDITIONAL INFO & DETAILS.
4. CONTRACTOR TO REFER TO MANUFACTURER DRAWINGS FOR ANTENNA MOUNTING.

ANTENNA LAYOUT

SCALE: 3/8 inch = 1 ft

3' 0' 3' 6'

2

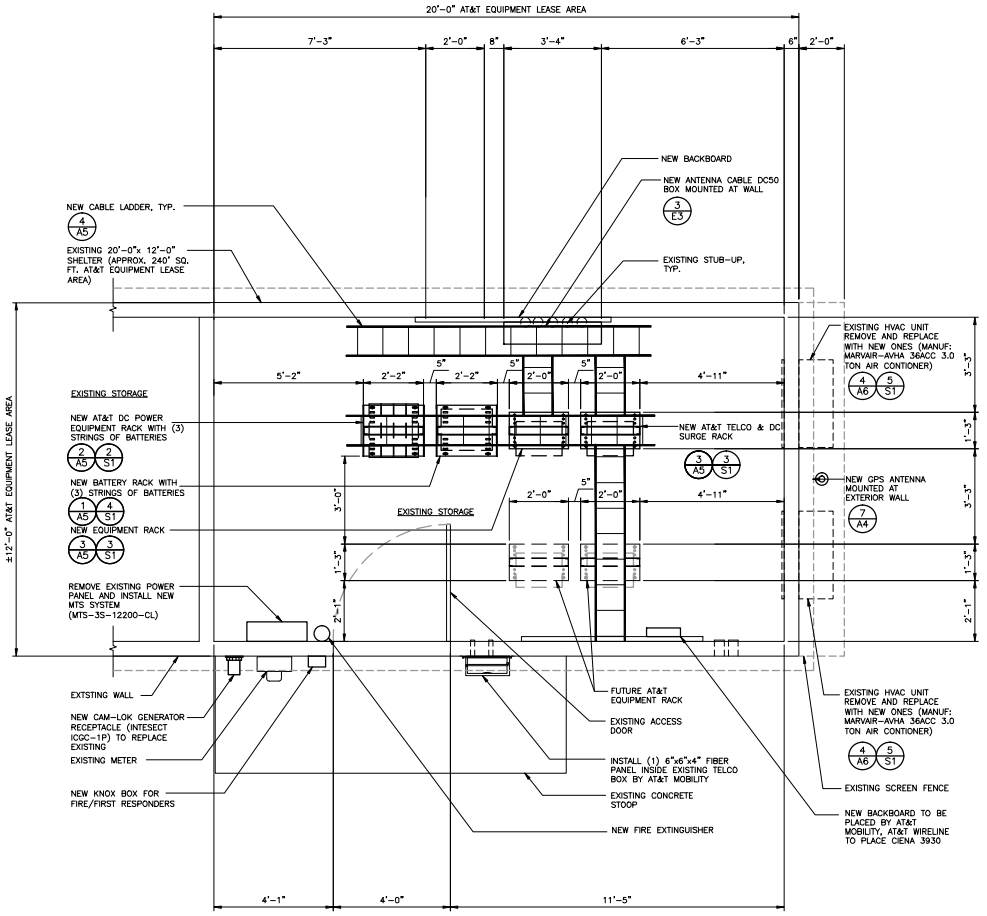
ANTENNA, & RRUS (PER RFDS REVISION 1.00 / DATED 8/12/22

SECTOR	POSITION	ANTENNA (MAKE/MODEL)	PHYSICAL AZIMUTH	ANTENNA CENTERLINE	RRUS 1 (MAKE/MODEL)	RRUS 2 (MAKE/MODEL)	RRUS 3 (MAKE/MODEL)	FEEDER	LENGTH	TECHNOLOGY	NOTES / COMMENTS
A	POS 1	QUINTEL QD6612-3D	67°	75'-0"	ERICSSON RRUS 4449 (B5/B12)	ERICSSON RRUS 8843 (B2/B66A)	-	4 STRAND FIBER	-	700/850/ PCS1/AWS1 /AWS3	-
	POS 2	ERICCSON AIR6419-B77G AIR6449-B77D	67°	75'-0"	-	-	-	4 STRAND FIBER	-	DoD/C-BAND	-
	POS 3	QUINTEL QD6612-3D	67°	75'-0"	ERICSSON 4478 (B14)	ERICSSON RRUS 4415 (B25)	-	4 STRAND FIBER	-	FNET/PCS2	-
	SURGE SUPRESSOR	RAYCAP DC9-48-60-24-8C-EV	-	-	-	-	-	24 STRAND FIBER	275'-0"	-	-
B	POS 1	QUINTEL QD6612-3D	275°	75'-0"	ERICSSON RRUS 4449 (B5/B12)	ERICSSON RRUS 8843 (B2/B66A)	-	4 STRAND FIBER	-	700/850/ PCS1/AWS1 /AWS3	-
	POS 2	ERICCSON AIR6419-B77G AIR6449-B77D	275°	75'-0"	-	-	-	4 STRAND FIBER	-	DoD/C-BAND	-
	POS 3	QUINTEL QD6612-3D	275°	75'-0"	ERICSSON 4478 (B14)	ERICSSON RRUS 4415 (B25)	-	4 STRAND FIBER	-	FNET/PCS2	-
	SURGE SUPRESSOR	RAYCAP DC9-48-60-24-8C-EV	-	-	-	-	-	24 STRAND FIBER	275'-0"	-	-
C	POS 1	QUINTEL QD6612-3D	155°	75'-0"	ERICSSON RRUS 4449 (B5/B12)	ERICSSON RRUS 8843 (B2/B66A)	-	4 STRAND FIBER	-	700/850/ PCS1/AWS1 /AWS3	-
	POS 2	ERICCSON AIR6419-B77G AIR6449-B77D	155°	75'-0"	-	-	-	4 STRAND FIBER	-	DoD/C-BAND	-
	POS 3	QUINTEL QD6612-3D	155°	75'-0"	ERICSSON 4478 (B14)	ERICSSON RRUS 4415 (B25)	-	4 STRAND FIBER	-	FNET/PCS2	-
	SURGE SUPRESSOR	RAYCAP DC9-48-60-24-8C-EV	-	-	-	-	-	24 STRAND FIBER	275'-0"	-	-

NOTE: CONTRACTOR TO CONFIRM EQUIPMENT INFORMATION WITH THE MOST CURRENT RFDS PRIOR TO INSTALLATION.

ANTENNA EQUIPMENT SCHEDULE

3



NOTE:
DO NOT SCALE DRAWINGS. ALL DIMENSIONS OF AND BETWEEN EXISTING BUILDINGS/STRUCTURES, OR RELATIVE DISTANCES AS SHOWN BETWEEN EXISTING BUILDINGS/STRUCTURES AND THE TRUE NORTH ARE TO BE CONFIRMED BY THE SURVEYOR.

EQUIPMENT LAYOUT

SCALE: 1/2 inch = 1 ft

2' 0' 2' 4'

1

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REV.	DATE	DESCRIPTION	BY	CHK
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3	11/30/22	ISSUED FOR CD 100%	ND	.
4	12/21/22	ISSUED FOR CD 100%	ND	.

PROFESSIONAL ENGINEER — ROBERT D. WEBB — No. C 51720 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: EQUIPMENT & ANTENNA LAYOUT

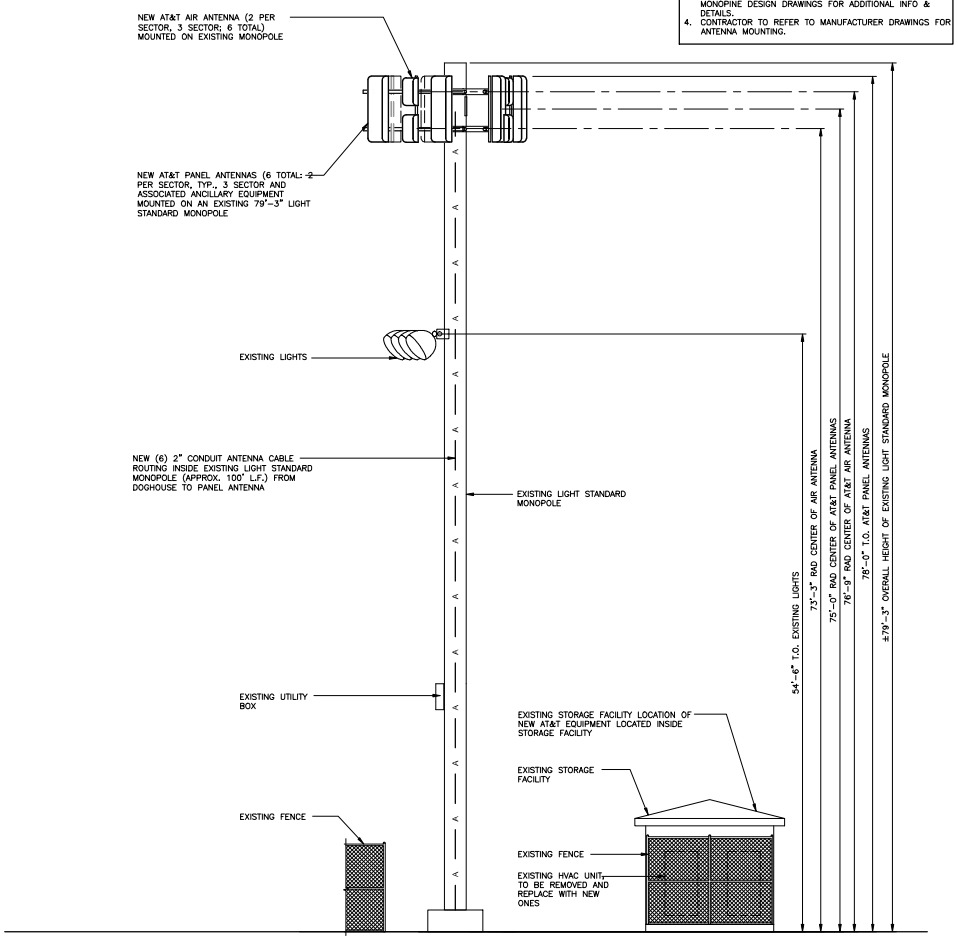
SHEET: A2

DGE NO.: P22MX007

SITE NAME: TRI CITY

NOTE:

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2. ALL NEW MOUNTING HARDWARE, ANTENNA & ASSOCIATED TOWER MOUNTED EQUIPMENT TO BE PAINTED TO MATCH THE COLOR OF MONOPOLE.
3. PLAN IS A DIAGRAM – CONTRACTOR TO REFER TO MONOPINE DESIGN DRAWINGS FOR ADDITIONAL INFO & DETAILS.
4. CONTRACTOR TO REFER TO MANUFACTURER DRAWINGS FOR ANTENNA MOUNTING.



EAST ELEVATION

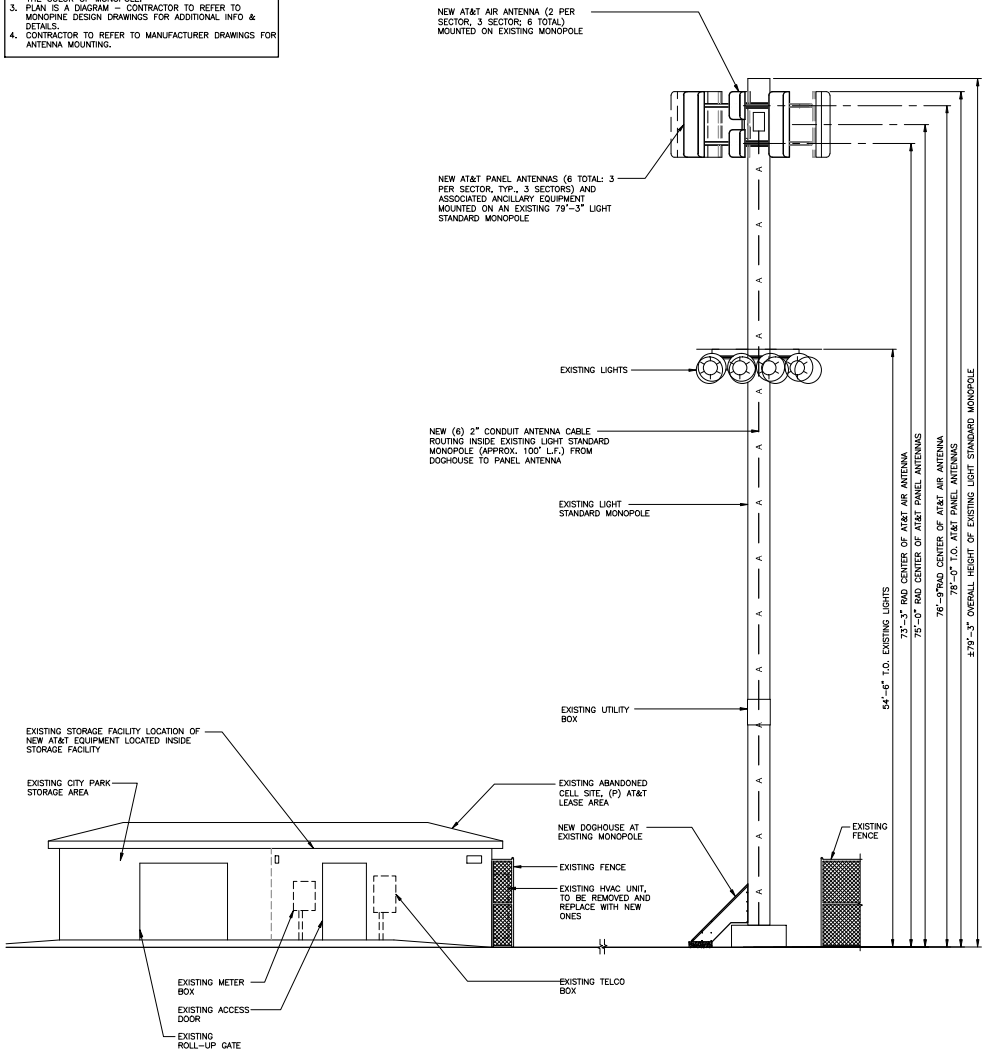
SCALE: 3/16 inch = 1 ft

6' 0' 6' 12'

2

NOTE:

1. DO NOT SCALE DRAWINGS. ALL DIMENSIONS OF AND BETWEEN EXISTING BUILDINGS/STRUCTURES, OR RELATIVE DISTANCES AS SHOWN BETWEEN EXISTING BUILDINGS/STRUCTURES AND THE TRUE NORTH TO BE CONFIRMED BY THE SURVEYOR.
2. ALL NEW MOUNTING HARDWARE, ANTENNA & ASSOCIATED TOWER MOUNTED EQUIPMENT TO BE PAINTED TO MATCH THE COLOR OF MONOPOLE.
3. PLAN IS A DIAGRAM – CONTRACTOR TO REFER TO MONOPINE DESIGN DRAWINGS FOR ADDITIONAL INFO & DETAILS.
4. CONTRACTOR TO REFER TO MANUFACTURER DRAWINGS FOR ANTENNA MOUNTING.



SOUTH ELEVATION

SCALE: 3/16 inch = 1 ft

6' 0' 6' 12'

1

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TEL: (925) 468-0115 FAX: (925) 468-0355

REV.	DATE	DESCRIPTION	BY	CHK.
1	9/23/22	ISSUED FOR CD 90% (REVIEW SET)	ND	.
2	10/04/22	ISSUED FOR CD 95%	ND	.
3	11/30/22	ISSUED FOR CD 100%	ND	.
4	12/21/22	ISSUED FOR CD 100%	ND	.

PROFESSIONAL ENGINEER — ROBERT A. VITALE — No. C 51770 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: SOUTH & EAST ELEVATION

SHEET: A3

DGE NO.: P22MX007

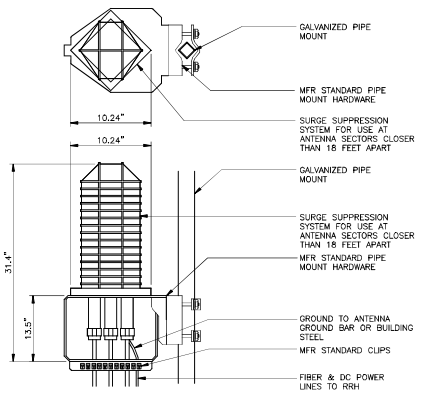
SITE NAME: TRI CITY

RAYCAP DC9-48-60-24-8C-EV
SURGE SUPPRESSION SOLUTION

COLOR: BLACK/SILVER

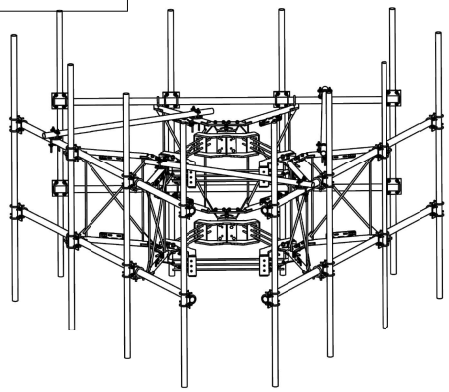
DIMENSIONS: 10.24" DIA x 31.4" TALL w/ 13.5" BASE

WEIGHT: 26.2 LBS (INCLUDING MOUNTING HARDWARE)



SURGE SUPPRESSOR MOUNTING 6

NOTE:
1. ALL NEW MOUNTING HARDWARE, ANTENNA & ASSOCIATED TOWER MOUNTED EQUIPMENT TO BE PAINTED TO MATCH THE COLOR OF MONOPOLE.
2. PLAN IS A DIAGRAM – CONTRACTOR TO REFER TO MONOPINE DESIGN DRAWINGS FOR ADDITIONAL INFO & DETAILS.
3. CONTRACTOR TO REFER TO MANUFACTURER DRAWINGS FOR ANTENNA MOUNTING.



PARTS LIST

ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	6	X-LWRM	RING MOUNT WELDMENT		68.81	412.85
2	6	X-RMBP	RING MOUNT BENT PLATE CONNECTION	15 1/2 in	17.02	102.13
3	6	X-VFAPL4	VFA-HD PIVOT PLATE	12 in	15.88	95.30
4	6	X-VFAW	SUPPORT ARM		71.41	428.44
5	24	SCX2	CROISOVER PLATE	7 in	4.80	115.11
6	3	P284	2-3/8" X 84" SCH 40 GALVANIZED PIPE	84 in	26.91	80.74
7	12	P2120	2-3/8" x 120" (2" SCH. 40) GALVANIZED PIPE	120 in	38.81	465.74
8	6	P39150	2-7/8" X 150" (2-1/2" SCH. 40) GALVANIZED PIPE	150 in	76.94	461.62
9	6	X-127594	FLAT DISK CLAMP PLATE 4" CENTERS (GALV.)		2.51	15.04
10	12	X-100064	CLAMP (4" VCLAMP) GALVANIZED		0.92	11.06
11	12	A34212	3/4" x 2-1/2"UNC HEX BOLT (A325)	2 1/2 in	0.48	5.76
12	18	G34FW	3/4" HDGUSS FLATWASHER		0.06	1.06
13	12	G34LW	3/4" HDG LOCKWASHER		0.04	0.51
14	12	G34NUT	3/4" HDG HEAVY 2H HEX NUT		0.21	2.55
15	18	G58R-48	5/8" x 48" THREADED ROD (HDG.)		4.18	75.27
16	12	X-UB5300	5/8" X 3" X 5-1/" X 3-1/2" U-BOLT (HDG.)		1.15	13.79
17	24	A582112	5/8" x 2-1/2" HDG A325 HEX BOLT	2 1/2 in	0.33	8.02
18	24	A582114	5/8" x 2-1/4" HDG A325 HEX BOLT	2 1/4 in	0.31	7.50
19	108	G58LW	5/8" HDG LOCKWASHER		0.03	2.82
20	108	G58NUT	5/8" HDG HEAVY 2H HEX NUT		0.13	14.03
21	96	X-UB1300	1/2" X 3" X 1" X 2" GALV U-BOLT		0.74	70.91
22	12	G13565	1/2" x 6-1/2" HDG HEX BOLT GR5 FULL THREAD	6 1/2 in	0.41	4.91
23	12	G1204	1/2" x 4" HDG HEX BOLT GR5 FULL THREAD	4 in	0.27	3.24
24	216	G12FW	1/2" HDGUSS FLATWASHER	3/32 in	0.03	7.36
25	216	G12LW	1/2" HDG LOCKWASHER	1/8 in	0.01	3.00
26	216	G12NUT	1/2" HDG HEAVY 2H HEX NUT		0.07	15.47
					TOTAL WT. #	1424.23

TOLERANCE NOTES
TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
SAWED, SHEARED AND GAS CUT EDGES (± 0.06")
DRILLED AND GAS CUT HOLES (± 0.250") - NO CONING OF HOLES
LASER CUT EDGES AND HOLES (± 0.010") - NO CONING OF HOLES
BENDS ARE ± 1/2 DEGREE
ALL OTHER MACHINING (± 0.030")
ALL OTHER ASSEMBLY (± 0.060")
PROPRIETARY NOTE:
THE DATA AND INFORMATION CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND SUBSIDIARIES AND ARE NOT TO BE DISCLOSED OR USED IN ANY WAY OR DISCLOSED WITHOUT THE CONSENT OF VALMONT INDUSTRIES IS STRICTLY PROHIBITED.

DESCRIPTION: THREE SECTORS HEAVY 10L FRAME AND MONOPOLE ATTACHMENT HARDWARE WITH FOUR MOUNTING PIPES

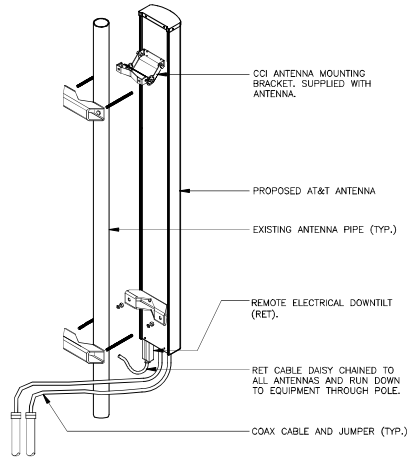
SITE PRO 1 — A valmont COMM — Engineering Support Team: 1-888-753-7446 — Locations: Atlanta, GA; Los Angeles, CA; Plymouth IN; Salem, OR; Dallas, TX

CPD NO.	DRAWN BY	ENG. APPROVAL	PART NO.
	CEK 10/25/2018		VFA12-M3-H10

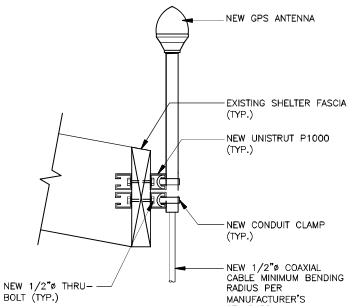
CLASS	SUB	DRAWING USAGE	CHECKED BY	DWG. NO.	REV
81	02	CUSTOMER	BMC 10/29/2018	VFA12-M3-H10	4

ANTENNA MOUNTING MONOPOLE 3

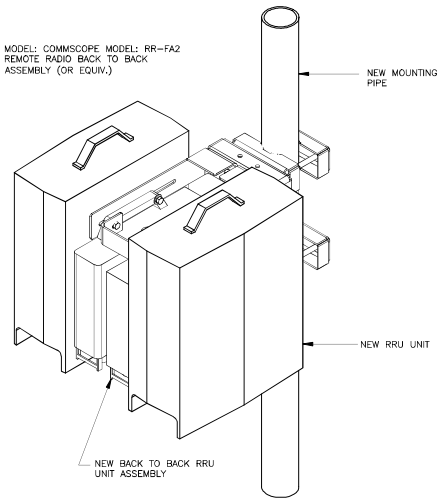
NOTES:
1. REFER TO MOST CURRENT AT&T RFDS; SEE SHEET RF-1 & RF-2.
2. SEE ANTENNA MANUFACTURER SPECS. FOR COMPLETE ANTENNA AND BRACKET SPECIFICATIONS.



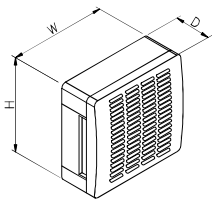
ANTENNA MOUNTING 1



GPS ANTENNA MOUNTING 7



RRU MOUNTING 5



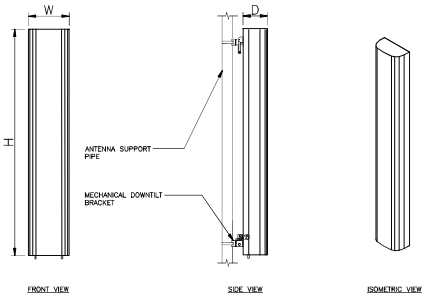
ISOMETRIC VIEW

REMOTE RADIO UNIT (RRU) TABLE

MANUFACTURER	MODEL	WEIGHT	HEIGHT (H)	WIDTH (W)	DEPTH (D)
ERICSSON	4449 5B/B12	71 LBS.	17.9"	13.19"	9.44"
ERICSSON	8843 B2/B66A	72 LBS.	14.9"	13.2"	10.9"
ERICSSON	4478 B14	59.4 LBS.	18.1"	13.4"	8.26"
ERICSSON	4415 B25	46 LBS.	16.5"	13.4"	5.9"

NOTE: SOME MODELS SHOWN ON THIS TABLE MAY NOT BE INSTALLED FOR THIS SITE LOCATION. CONTRACTOR TO REFER TO THE MOST CURRENT RFDS FOR ACTUAL UNITS TO BE INSTALLED.

RRU SCHEDULE 4



ANTENNA TABLE

MANUFACTURER	MODEL	TYPE	WEIGHT	HEIGHT (H)	WIDTH (W)	DEPTH (D)
QUINTEL	QD6612-3D	12-PORT	118 LBS.	72"	22"	9.6"
ERICSSON	AIR6449 B77D	2-PORTS	81.57 LBS.	31.2"	15.9"	8.97"
ERICSSON	AIR6419 B77G	2-PORTS	81.57 LBS.	31.2"	15.9"	8.97"

NOTE: SOME MODELS SHOWN ON THIS TABLE MAY NOT BE INSTALLED FOR THIS SITE LOCATION. CONTRACTOR TO REFER TO THE MOST CURRENT RFDS FOR ACTUAL ANTENNAS TO BE INSTALLED.

ANTENNA SCHEDULE 2

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TEL: (925) 468-0115 FAX: (925) 468-0355

REV.	DATE	DESCRIPTION	BY	CHK
1	9/23/22	ISSUED FOR CD 90% (REVIEW SET)	ND	.
2	10/04/22	ISSUED FOR CD 95%	ND	.
3	11/30/22	ISSUED FOR CD 100%	ND	.
4	12/21/22	ISSUED FOR CD 100%	ND	.

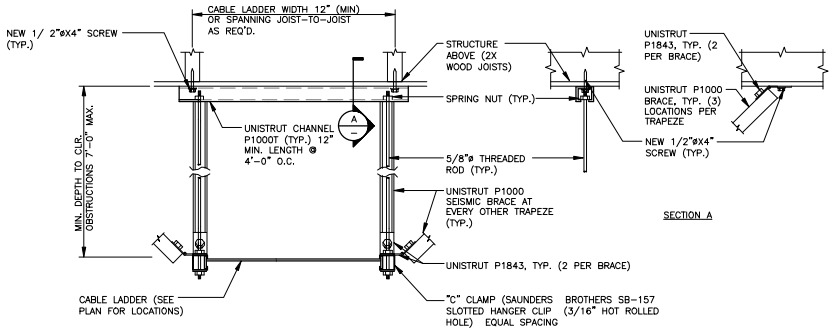
PROFESSIONAL ENGINEER — ROBERT D. VAN — No. C 51170 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: DETAILS

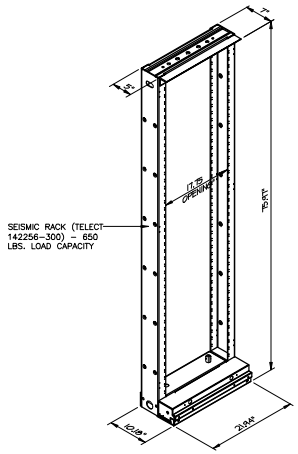
SHEET: A4

DGB NO.: P22MX007

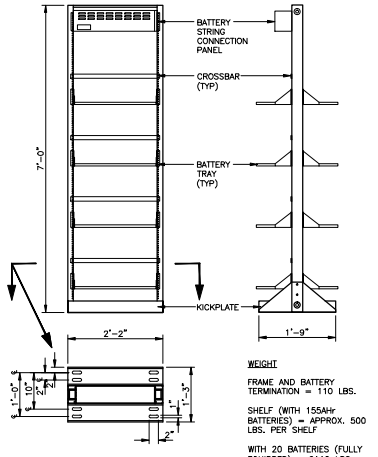
SITE NAME: TRI CITY



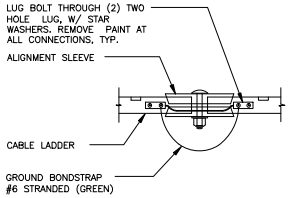
CABLE LADDER SECTION | 5



EQUIPMENT RACK DETAIL | 3

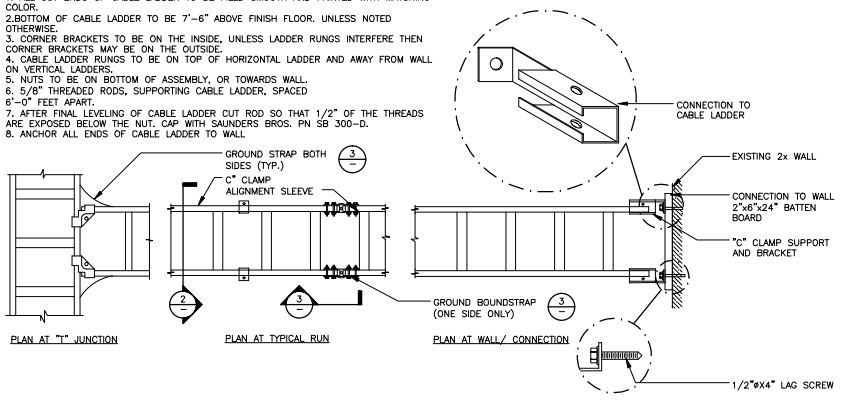


BATTERY RACK DETAIL | 1

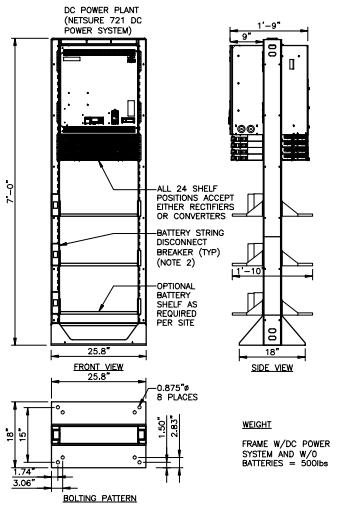


CABLE LADDER SECTION | 6

NOTES:
1. ALL CUT ENDS OF CABLE LADDER TO BE FILED SMOOTH AND PAINTED WITH MATCHING COLOR.
2. BOTTOM OF CABLE LADDER TO BE 7'-6" ABOVE FINISH FLOOR. UNLESS NOTED OTHERWISE.
3. CORNER BRACKETS TO BE ON THE INSIDE, UNLESS LADDER RUNGS INTERFERE THEN CORNER BRACKETS MAY BE ON THE OUTSIDE.
4. CABLE LADDER RUNGS TO BE ON TOP OF HORIZONTAL LADDER AND AWAY FROM WALL ON VERTICAL LADDERS.
5. NUTS TO BE ON BOTTOM OF ASSEMBLY, OR TOWARDS WALL.
6. 5/8" THREADED RODS, SUPPORTING CABLE LADDER, SPACED 6'-0" FEET APART.
7. AFTER FINAL LEVELING OF CABLE LADDER CUT ROD SO THAT 1/2" OF THE THREADS ARE EXPOSED BELOW THE NUT. CAP WITH SAUNDERS BROS. PN SB 300-D.
8. ANCHOR ALL ENDS OF CABLE LADDER TO WALL



CABLE LADDER | 4



DC POWER RACK DETAIL | 2

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REV	DATE	DESCRIPTION	BY	CHK
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3	11/30/22	ISSUED FOR CD 100%	ND	.
4	12/21/22	ISSUED FOR CD 100%	ND	.

PROFESSIONAL ENGINEER — ROBERT A. FINK — No. C 51170 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: XX

SHEET: A5

DGE NO.: P22MX007

SITE NAME: TRI CITY



RR-FA2

Fast Access RRU Mount Kit for: Back-to-Back Mounting of (2) RRUs to Round, Straight or Tapered legs

Product Classification

Product Type	Remote radio head/unit mount

General Specifications

Mounting	Round and angle legs
Tower Taper	Non-tapered | Tapered

Dimensions

Height	414.55 mm | 16.4 in
Length	457.2 mm | 18 in
Mounting Diameter 2, maximum	152.4 mm | 6 in
Mounting Diameter 2, minimum	38.1 mm | 1.5 in
Mounting Diameter, maximum	142.24 mm | 5.6 in
Mounting Diameter, minimum	60.96 mm | 2.4 in

Material Specifications

Material Type	Hot dip galvanized steel

Packaging and Weights

Included	Clamps	Hardware
Packaging quantity	2	
Weight, net	15.899 kg | 35 lb	

Regulatory Compliance/Certifications

Agency	Classification

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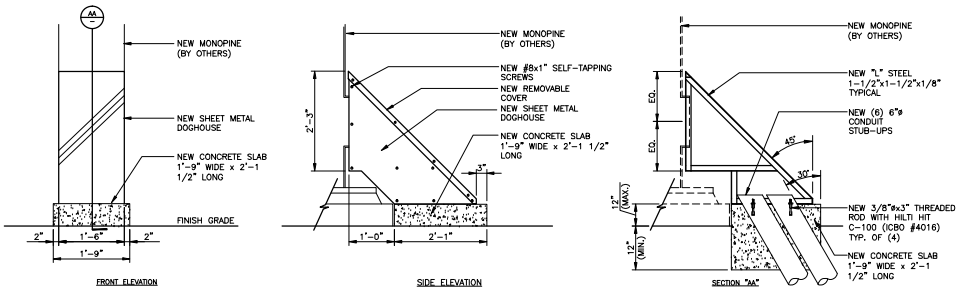
RR-FA2

CHINA-ROHS	Below maximum concentration value
REACH-SVHC	Compliant as per SVHC revision on www.commscope.com/ProductCompliance
ROHS	Compliant

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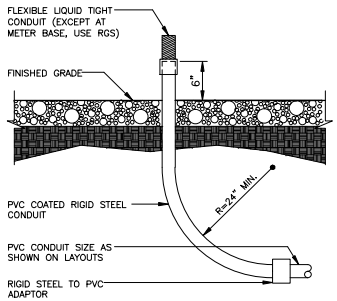
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RADIO REMOTE MOUNTING BRACKET | 4

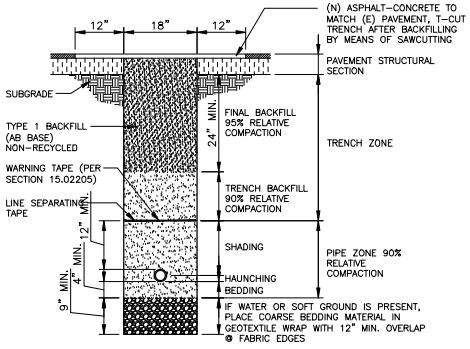


DOGHOUSE DETAIL | 1

UNUSED



STUB-UP DETAIL | 3



BORING DETAIL | 2

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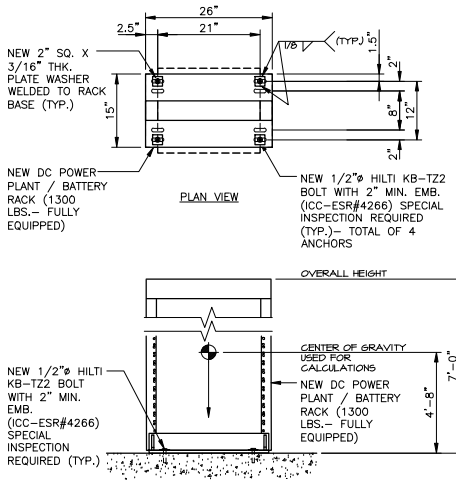
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PROFESSIONAL ENGINEER — ROBERT D. WEBER — C 51170 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

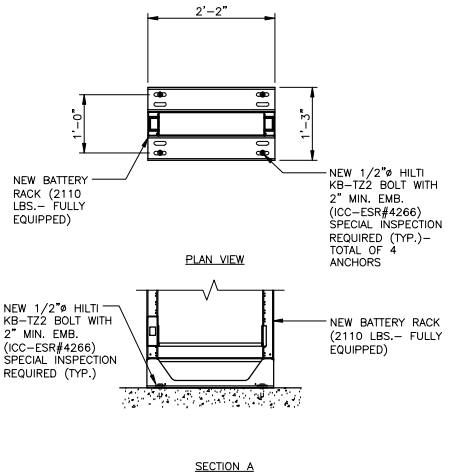
SHEET TITLE: DETAILS

SHEET	DGE NO.
A6	P22MX007

SITE NAME: TRI CITY



DC POWER RACK ANCHORAGE | 4



BATTERY RACK ANCHORAGE | 2

GENERAL NOTES:

1. THE CONTRACTOR SHALL EXAMINE THE STRUCTURAL DRAWINGS AND SHALL NOTIFY THE ARCHITECT/ENGINEER, AND PROJECT MANAGER, IN WRITING, SHOULD ANY DISCREPENCIES BE FOUND PRIOR TO PROCEEDING WITH WORK.

2. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE COMPLETE STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES AND MEANS NECESSARY TO PROTECT PERSONS AND THE EXISTING STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT NOT BE LIMITED TO BRACING, SHORING, ETC. VISITS BY THE ARCHITECT SHALL NOT INCLUDE INSPECTION OF THESE ITEMS.

3. ALL WORK NOT DETAILED OR NOTED SHALL BE CONSTRUCTED IN ACCORDANCE WITH OTHER SIMILAR WORK AND TYPICAL DETAILS SHOWN ON THE DRAWINGS. DIMENSIONS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. NO PIPES OR DUCTS SHALL BE PLACED IN SLABS OR WALLS UNLESS SPECIFICALLY DETAILED OR APPROVED BY THE ARCHITECT.

4. ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES INCLUDING OSHA AND STATE SAFETY ORDERS. THE GENERAL CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL, AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.

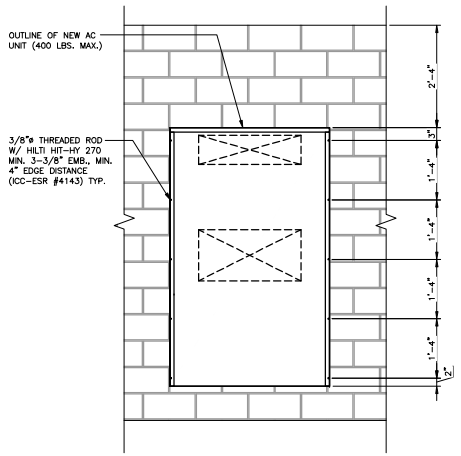
CONCRETE NOTES

1. ALL CONCRETE CONSTRUCTION SHALL CONFORM TO ACI 318–14.
2. CONTRACTOR SHALL VERIFY SITE CONDITIONS & ALL DIMENSIONS PRIOR TO STARTING WORK. NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIE.
3. CEMENT SHALL CONFORM TO ASTM C150, TYPE II.
4. CONCRETE AGGREGATES SHALL CONFORM TO ASTM C33.
5. ALL CONCRETE SHALL BE A 5 SACK MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.
6. ALL REINFORCING STEEL SHALL BE GRADE 60 AND CONFORM TO ASTM A615.
7. MINIMUM LAP SPLICE SHALL BE 48 BAR DIAMETERS UNLESS OTHERWISE NOTED.
8. MINIMUM BEND DIAMETER SHALL BE 6 BAR DIAMETERS UNLESS OTHERWISE NOTED.
9. MINIMUM REINFORCING COVERAGE IS 3" UNLESS OTHERWISE NOTED.
10. CONCRETE SHALL BE PLACED AGAINST FORM UNDISTURBED SOIL AT DEPTH SHOWN.
11. GROUND TO BE AT 90% COMPACTION.
12. BOTTOM OF ALL FOOTING TRENCHES SHALL BE CLEAN AND LEVEL.
13. ALL BOLTS & THREADED ROD SHALL BE ASTM A307 MINIMUM UNLESS OTHERWISE NOTED, NEW, & WITHOUT SIGNIFICANT RUST.
14. A 3/4" CHAMFER SHALL BE PROVIVIDED AT ALL EXPOSED EDGES OF CONCRETE UNLESS OTHERWISE NOTED.

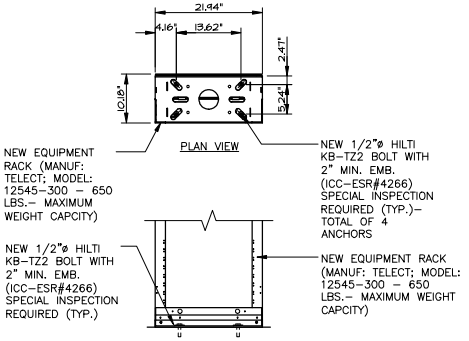
EXPANSION & ANCHORS NOTES

1. EXPANSION ANCHORS SHALL BE CONFORMANCE WITH ALL REQUIREMENTS OF THE 2016 CALIFORNIA BUILDING CODE (CBC).
2. ALL ANCHORS PROVIDED SHALL BE INCLUDED IN EVALUATION REPORTS OF THE INTERNATIONAL CODE COUNCIL (ICC), AND SHALL BE EVALUATED FOR 2006 IBC MINIMUM REQUIREMENTS. IN THE ICC REPORT.
3. CONCRETE EXPANSION ANCHORS SHALL BE KWIK BOLT TZ BY HILTI, INC. TULSA, OKLAHOMA AS PER ICC REPORT NO. ESR–1917 OR APPROVED EQUIVALENT.
4. INSTALL EXPANSION AND EPOXY ANCHORS WITH SPECIAL INSPECTION IN ACCORDANCE WITH THE 2016 CBC, CHAPTER 17, AND ALL REQUIREMENTS OF THE MANUFACTURER, THE MANUFACTURER'S ICC APPROVAL AND THESE DRAWINGS.
5. EXPANSION ANCHORS SHALL BE 304/316 STAINLESS STEEL U.O.N.
6. LOCATE AND AVOID REINFORCEMENT AND OTHER EMBEDDED ITEMS WHEN INSTALLING ANCHORS, TYPICAL. SEE CONCRETE CORE DRILLING NOTES FOR ADDITIONAL INFORMATION.
7. THE SPECIAL INSPECTOR MUST MAKE PERIODIC INSPECTIONS DURING ANCHOR INSTALLATION TO VERIFY ANCHOR TYPE AND DIMENSIONS, CONCRETE MEMBER THICKNESS, ANCHOR SPACING, EDGE DISTANCES, TIGHTENING TORQUE, HOLE DIAMETER, DEPTH AND CLEANLINESS, ANCHOR EMBEDMENT AND ADHERENCE TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.

GENERAL STRUCTURAL NOTES | 1



AC UNIT ANCHORAGE | 5



EQUIPMENT RACK ANCHORAGE | 3

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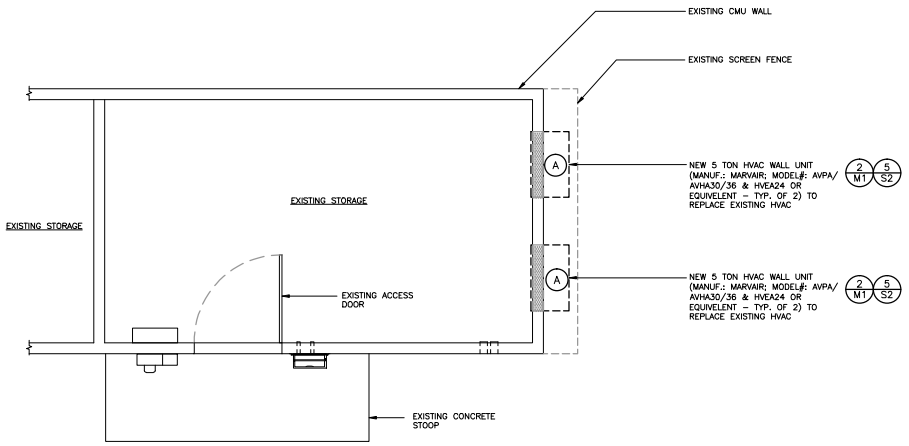
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PROFESSIONAL ENGINEER — ROBERT A. DELP — No. CIVIL 51170 — STATE OF CALIFORNIA
EXP. 03/31/23

SHEET TITLE: STRUCTURAL NOTES & DETAILS

SHEET	DGE NO.
S1	P22MX007
	SITE NAME: TRI CITY

EQUIPMENT SCHEDULE				
(#)	QUANTITY	MANUFACTURER	MODEL	CUBIC FOOT PER MINUTE (CFM)
(A)	2	MARVAIR	AVPA/AVHA30/ 36 & HVEA24	–



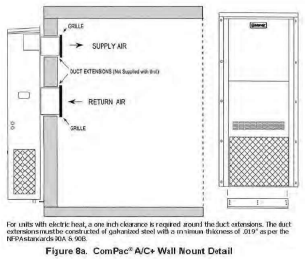
NOTE:
DO NOT SCALE DRAWINGS. ALL DIMENSIONS OF AND BETWEEN EXISTING BUILDINGS/STRUCTURES, OR RELATIVE DISTANCES AS SHOWN BETWEEN EXISTING BUILDINGS/STRUCTURES AND THE TRUE NORTH ARE TO BE CONFIRMED BY THE SURVEYOR.

MECHANICAL FLOOR PLAN

SCALE: 3/8 inch = 1 ft

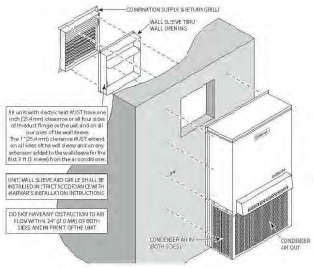
3' 0' 3' 6'

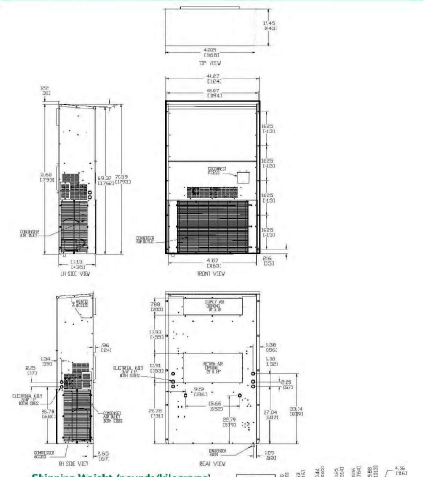
1



For units with electric heat, a one inch clearance is required around the duct extensions. The duct extensions must be constructed of galvanized steel with a minimum thickness of .019" as per the NFPA standards 90A & 90B.

Figure 8a. ComPac® A/C+ Wall Mount Detail





Shipping Weight (pounds/kilograms)

AVPA/AVHA30/36 & HVEA24	LBS/KGS
COMPAC I	402/181
COMPAC II	641/292.5

Filter Size

AVPA/AVHA30/36 & HVEA24	INCHES	MILLIMETERS	PART NUMBER	FILTERS PER UNIT	MERV RATING
RETURN AIR FILTER	30 x 16 x 2	762 x 406 x 51	60139	-	7

Manuf: ComPac AVPA/AVHA/HVEA/HVEA PCI 01.2018 Rev.30

2

HVAC SPECIFICATIONS

2

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CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV.	DATE	DESCRIPTION	BY	CHK
1	9/23/22	ISSUED FOR CD 90% (REVIEW SET)	ND	.
2	10/04/22	ISSUED FOR CD 95%	ND	.
3	11/30/22	ISSUED FOR CD 100%	ND	.
4	12/21/22	ISSUED FOR CD 100%	ND	.

PROFESSIONAL ENGINEER — ROBERT A. DELTA — No. 51170 — CIVIL — STATE OF CALIFORNIA
EXP. 03/31/23

SHEET TITLE: MECHANINCAL FLOOR PLAN & SPECIFICATIONS

SHEET	DGE NO.
M1	P22MX007
	SITE NAME: TRI CITY

1. ALL WORK AND MATERIAL SHALL BE IN COMPLETE COMPLIANCE WITH THE LATEST EDITION OF THE N.E.C. AND ALL REGULATIONS, LAWS, SAFETY ORDERS, ORDINANCES OR CODES. IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

2. THE SEISMIC BRACING AND ANCHORAGE OF ELECTRICAL CONDUITS AND WIREWAYS SHALL BE IN ACCORDANCE WITH THE UNIFORM BUILDING CODE, CHAPTER 23 AND "GUIDELINE FOR SEISMIC RESTRAINTS OF MECHANICAL SYSTEMS AND PLUMBING PIPING SYSTEMS," PUBLISHED BY SMACNA AND PPIC, OR THE SUPERSTRUT–SEISMIC RESTRAINTS SYSTEM, OR THE KIN–LINE SEISMIC RESTRAINT SYSTEM.

3. ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BE LISTED BY UNDERWRITER'S LABORATORIES (UL) AND BEAR THEIR LABEL, OR LISTED AND CERTIFIED BY A NATIONALLY RECOGNIZED TESTING AUTHORITY WHERE (UL) DOES NOT HAVE LISTING. CUSTOM MADE EQUIPMENT SHALL HAVE COMPLETE TEST DATA SUBMITTED BY THE MANUFACTURE ATTESTING TO ITS SAFETY. IN ADDITION, THE MATERIALS, EQUIPMENT, AND INSTALLATION SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING CODES AND REGULATIONS:

AMERICAN SOCIETY OF TESTING MATERIALS (ASTM)
INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
AMERICAN STANDARD ASSOCIATION (ASA)
NATIONAL FIRE PROTECTION AGENCY (NFPA)
AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)
NATIONAL ELECTRICAL CODE (NEC)
CALIFORNIA CODE OF REGULATIONS TITLE 24 (CCR)
INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA)
ALL LOCAL CODES HAVING JURISDICTION

4. THE CONTRACTOR SHALL VISIT THE SITE, INCLUDING ALL AREAS INDICATED ON THE DRAWINGS, AND SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AS WELL AS THE ELECTRICAL AND GROUNDING REQUIREMENTS OF THIS PROJECT. BY SUBMITTING A BID, HE ACCEPTS THE CONDITIONS UNDER WHICH HE SHALL BE REQUIRED TO PERFORM HIS WORK.

5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO OBTAIN A COMPLETE SET OF CONTRACT DOCUMENTS, ADDENDA, DRAWINGS AND SPECIFICATIONS AS WELL AS THE LATEST EDITION OF ANY DESIGN SPECIFICATIONS. HE SHALL CHECK THE DRAWINGS OF THE OTHER TRADES AND SHALL CAREFULLY READ THE ENTIRE SPECIFICATIONS AND DETERMINE HIS RESPONSIBILITIES. FAILURE TO DO SO SHALL NOT RELEASE THE CONTRACTOR FROM THE RESPONSIBILITY OF DOING THE WORK IN COMPLETE ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

6. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES AT THE SITE. ANY COSTS TO INSTALL WORK TO ACCOMPLISH SAID COORDINATION WHICH DIFFERS FROM THE WORK AS SHOWN ON THE DRAWINGS SHALL BE INCURRED BY THE CONTRACTOR. ANY DISCREPANCIES, AMBIGUITIES OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER AND THE ARCHITECT/ENGINEER IN WRITING PRIOR TO SUBMITTING A BID. ANY SUCH CONFLICTS NOT CLARIFIED PRIOR TO BID SHALL SUBJECT TO THE INTERPRETATION OF THE PROJECT MANAGER AT NO ADDITIONAL COST.

7. THE CONTRACTOR SHALL OBTAIN AND KEEP UP–TO–DATE A COMPLETE RECORD SET OF DRAWINGS. UPON COMPLETION OF THE WORK, A SET OF REPRODUCIBLE CONTRACT DRAWINGS SHALL BE OBTAINED FROM THE PROJECT MANAGER, AND ALL CHANGES AS NOTED ON THE RECORD SET OF DRAWINGS SHALL BE INCORPORATED THEREON BY THE CONTRACTOR WITH RED INK IN A NEAT, LEGIBLE, UNDERSTANDABLE AND PROFESSIONAL MANNER.

8. ALL INTERRUPTION OF ELECTRICAL POWER SHALL BE KEPT TO A MINIMUM. HOWEVER, WHEN AN INTERRUPTION IS NECESSARY, THE SHUTDOWN MUST BE COORDINATED WITH THE PROJECT MANAGER AND THE PROPERTY OWNER 14 DAYS PRIOR TO THE OUTAGE. ANY OVERTIME PAY SHALL BE INCLUDED IN THE CONTRACTOR'S BID. WORK IN EXISTING SWITCHBOARDS OR PANELBOARDS SHALL BE COORDINATED WITH THE PROJECT MANAGER AND THE BUILDING OWNER PRIOR TO REMOVING ACCESS PANELS OR DOORS.

9. SHOP DRAWINGS SHALL BE SUBMITTED FOR ITEMS INDICATED ON PLANS. SHOP DRAWINGS SHALL INCLUDE ALL DATA WITH CAPACITIES, SIZES, DIMENSIONS, CATALOG NUMBERS AND MANUFACTURER'S BROCHURES.

10. AFTER ALL REQUIREMENTS OF THE SPECIFICATIONS AND THE DRAWINGS HAVE BEEN FULLY COMPLETED, THE PROJECT MANAGER WILL INSPECT THE WORK. THE CONTRACTOR SHALL PROVIDE COMPETENT PERSONNEL TO DEMONSTRATE THE OPERATION OF ANY ITEM OR SYSTEM TO THE FULL SATISFACTION OF THOSE REPRESENTATIVES. FINAL ACCEPTANCE OF THE WORK WILL BE MADE BY THE PROJECT MANAGER AFTER RECEIPT OF APPROVAL AND RECOMMENDATION OF ACCEPTANCE FROM EACH REPRESENTATIVE.

11. THE CONTRACTOR SHALL FURNISH ONE YEAR WRITTEN GUARANTEE OF MATERIALS AND WORKMANSHIP FROM THE DATE OF SUBSTANTIAL COMPLETION.

12. COORDINATE WITH OTHER TRADES AS TO THE EXACT LOCATION OF THEIR RESPECTIVE EQUIPMENT. SUPPLY POWER AND MAKE CONNECTION TO EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS. REVIEW THE DRAWINGS OF OTHER TRADES AND LOCATION OF EQUIPMENT.

13. EXACT METHOD AND LOCATION OF CONDUIT PENETRATIONS AND OPENINGS IN CONCRETE WALLS OR FLOORS OR STRUCTURAL STEEL MEMBERS, SHALL BE DIRECTED BY THE STRUCTURAL ENGINEER. PERFORM CORING, SAWCUTTING, PATCHING, AND REFINISHING OF EXISTING WALLS AND SURFACES WHEREVER IT IS NECESSARY TO PENETRATE. OPENINGS SHALL BE SEALED IN AN APPROVED METHOD TO MEET THE FIRE RATING OF THE PARTICULAR WALL, FLOOR, OR CEILING.

14. UTILITY PENETRATIONS OF ANY KIND IN FIRE AND SMOKE PARTITIONS AND CEILING ASSEMBLIES, SHALL BE FIRESTOPPED AND SEALED WITH AN APPROVED MATERIAL SECURELY INSTALLED.

15. CONNECTIONS TO VIBRATING EQUIPMENT AND SEISMIC SEPARATIONS:

LIQUID–TIGHT FLEXIBLE STEEL CONDUIT IN DRY INTERIOR LOCATIONS AND IN AREAS EXPOSED TO WEATHER, DAMP LOCATIONS, CONNECTIONS TO TRANSFORMER ENCLOSURES, AND FINAL CONNECTIONS TO MOTORS.

PROVIDE A SEPARATE INSULATED GROUNDING CONDUCTOR IN FLEXIBLE CONDUIT RUNS. MAXIMUM LENGTH SHALL BE SIX FEET UNLESS OTHERWISE NOTED.

16. ROUTE EXPOSED AND CONCEALED CONDUIT PARALLEL AND PERPENDICULAR TO WALL AND ADJACENT PIPING. ARRANGE CONDUIT TO MAINTAIN HEADROOM AND TO PRESENT A NEAT APPEARANCE.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAWCUTTING, TRENCHING, BACKFILLING, COMPACTING AND PATCHING OF CONCRETE AND ASPHALT AS REQUIRED TO PERFORM HIS WORK. ATTENTION IS CALLED TO THE FACT THAT THERE ARE EXISTING UNDERGROUND UTILITY LINES. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFICATION AND COORDINATION WITH ALL PROPERTY OWNERS, UTILITIES, AND APPROPRIATE "DIG ALERT" UNDERGROUND MARKING AGENCIES AND COMPANIES. THE CONTRACTOR SHALL ALWAYS USE EXTREME CAUTION WHEN TRENCHING FOR HIS WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER AND APPROVED REPAIR OF ANY AND ALL DAMAGES CAUSED DURING THE COURSE OF HIS WORK.

18. WHENEVER A DISCREPANCY IN QUANTITY OR SIZE OF CONDUIT, WIRE, EQUIPMENT DEVICES, CIRCUIT BREAKERS, GROUND FAULT PROTECTION SYSTEMS, ETC. (ALL MATERIALS), ARISES ON THE DRAWINGS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIAL AND SERVICES REQUIRED BY STRICTEST CONDITIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS TO ENSURE COMPLETE AND OPERABLE SYSTEMS AS REQUIRED BY THE PROJECT MANAGER AND THE ARCHITECT/ENGINEER.

19. STRAIGHT FEEDER, BRANCH CIRCUIT, AND CONDUIT RUNS SHALL BE PROVIDED WITH SUFFICIENT WEATHER PROOF PULL BOXES OR JUNCTION BOXES TO LIMIT THE MAXIMUM LENGTH OF ANY SINGLE CABLE PULL TO 100 FEET. PULL BOXES SHALL BE SIZED PER CODE OR PER THE LATEST EDITION OF THE DESIGN SPECIFICATIONS, WHICHEVER IS MOST RESTRICTIVE. LOCATIONS SHALL BE DETERMINED IN THE FIELD OR AS INDICATED ON THE DRAWINGS.

20. MAXIMUM NUMBER OF CONDUCTORS IN OUTLET SHALL BE DETERMINED IN THE FIELD OR AS INDICATED ON THE DRAWINGS.

21. IDENTIFICATION NAME PLATES SHALL BE MICARTA 1/8 INCH THICK AND OF APPROVED SIZE WITH BEVELLED EDGES AND ENGRAVED WHITE LETTERS A MINIMUM OF 1/4 INCH HIGH ON BLACK BACKGROUND. NAMEPLATES SHALL BE PROVIDED ALL CIRCUITS IN THE SERVICE DISTRIBUTION AND POWER DISTRIBUTION SWITCH BOARDS OR PANEL BOARDS, DISCONNECTING SWITCHES, TRANSFORMERS, TERMINAL CABINETS, TELEPHONE CABINETS, ETC. ALL NAMEPLATES SHALL BE ATTACHED WITH SCREWS. PULL BOXES, JUNCTION BOXES, AND DEVICE BOXES SHALL BE MARKED WITH A PERMANENT MARKER.

22. THE EXACT LOCATION OF ALL ELECTRICAL DEVICES AND EQUIPMENT SHALL BE COORDINATED WITH THE PLANS AND DETAILS, PRIOR TO INSTALLATION.

23. DRAWINGS ARE DIAGRAMMATIC ONLY. ROUTING OF RACEWAYS SHALL BE AT THE OPTION OF THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE ELECTRICAL DRAWINGS FOR LOCATIONS OF ANY ELECTRICAL, ARCHITECTURAL, STRUCTURAL, CIVIL, OR MECHANICAL ITEMS OR FEATURES.

24. RIGID GALVANIZED STEEL CONDUIT SHALL BE FULL WEIGHT THREADED TYPE. ELECTRICAL METALLIC TUBING (EMT) MAY BE USED IN WALLS OR CEILING SPACES WHERE NOT SUBJECT TO MECHANICAL DAMAGE. DIRECT BURIED PVC SCHEDULE 40 MAY BE INSTALLED BENEATH SLAB OR BELOW GRADE AND SHALL BE CONCRETE ENCASED UNLESS NOTED OTHERWISE. AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE PROVIDED IN ALL CONDUIT RUNS. PROVIDE CONDUIT SUPPORTS NOT TO EXCEED 8'–0". PROVIDE 3–PC CONNECTORS FOR SECONDARY GROWTH PATH OF SURFACE MOUNTED EMT.

25. RIGID STEEL CONDUIT FITTINGS INCLUDING COUPLINGS, LOCKOUTS, NIPPLES, ETC. SHALL BE THREADED AND THOROUGHLY GALVANIZED EXCEPT WHERE AN ADAPTER IS NEEDED TO CONNECT TO PVC. ELECTRICAL METALLIC TUBING (EMT) CONDUIT FITTINGS SHALL BE STEEL, RAINTIGHT THREADLESS COMPRESSION TYPE. DIE CAST, SET SCREW, OR INDENTED TYPES ARE NOT ACCEPTABLE. SET SCREW TYPE IS NOT ACCEPTABLE.

26. ALL TELCO CONDUIT INSTALLATIONS AND OTHER EMPTY CONDUIT RUNS AND STUBS SHALL INCLUDE A YELLOW 3/8" POLYPROPYLENE PULL STRING.

27. ALL CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM SIZE, TYPE THHN/THWN THERMOPLASTIC, 600 VOLT, 75 DEGREES CELSIUS WET AND 90 DEGREES CELSIUS DRY AND UL LISTED UNLESS NOTED OTHERWISE. CONDUCTORS #10 AWG AND SMALLER SHALL BE SOLID. CONDUCTORS #8 AWG AND LARGER SHALL BE STRANDED. UNLESS SPECIFICALLY NOTED TO THE CONTRARY. ALL WIRE CONNECTORS SHALL BE CRIMP COMPRESSION TYPE BY "THOMAS AND BETT" OR APPROVED EQUIVALENT, INSTALLED AND INSULATED PER THE MANUFACTURER'S RECOMMENDATIONS. ALL WIRE ENDS SHALL BE MARKED FOR EASY IDENTIFICATION AND TRACING.

28. JUNCTION AND PULL BOXES: FOR INTERIOR DRY LOCATIONS, BOXES SHALL BE GALVANIZED ONE–PIECE, DRAWN STEEL, KNOCKOUT TYPE WITH REMOVABLE MACHINE SCREW SECURED COVERS. FOR OUTSIDE, DAMP, OR SURFACE LOCATIONS, BOXES SHALL BE HEAVY CAST ALUMINUM OR CAST IRON WITH REMOVABLE, GASKETS, NON–FERROUS MACHINE SCREW SECURED COVERS. BOXES SHALL BE SIZED FOR THE NUMBER AND SIZES OF CONDUCTORS AND CONDUIT ENTERING THE BOX AND EQUIPPED WITH PLASTER EXTENSION RINGS WHERE REQUIRED. BOXES SHALL BE LABELED TO INDICATE PANEL AND CIRCUIT NUMBER, OR TYPE OF SIGNAL OR COMMUNICATIONS SYSTEM.

29. ALL OUTDOOR ELECTRICAL DEVICES OR EQUIPMENT SHALL BE OF WEATHERPROOF TYPE.

30. ALL EQUIPMENT, MONOPOLE, FRAME, CABLE TRAY AND ANTENNA GROUND WIRE CONNECTIONS TO GROUND BUSSES SHALL BE MADE WITH CRIMP TYPE COMPRESSION CONNECTIONS TO CONNECTORS (MINIMUM 2 HOLE LUGS WITH FULL BOLTING). BUSS SHALL BE PRE–DRILLED TO ACCOMMODATE ALL CONNECTORS.

31. ALL GROUNDING SHALL BE PER N.E.C. SECTION 250 AND 810 AND THE GROUNDING REQUIREMENTS OF THESE DRAWINGS.

32. ALL GROUND WIRE CONNECTIONS BETWEEN GROUND BUSSES AND OTHER GROUND BUSSES AND GROUND RODS SHALL BE CADWELDED.

33. ALL METALLIC GROUND WIRE CONDUIT SHALL BE GROUNDED TO THE GROUND WIRE USING SET SCREW CONNECTIONS AT CONDUIT END CAPS AND CRIMP CONNECTIONS AT WIRE.

34. COAT ALL BOLTED LUG & BUSS GROUND CONTACT SURFACES WITH KIPR–SHIELD, NO–OX, OR EQUAL PRIOR TO ATTACHMENT.

35. MAIN CIRCUIT BREAKER SHALL BE RATED FOR STANDARD A.I.C. RATING HIGHER THAN INCOMING A.I.C.

36. ALL EQUIPMENT SHALL BE U.L. LISTED.

37. ALL EQUIPMENT SHALL BE BRACED FOR STANDARD A.I.C. RATING HIGHER THAN INCOMING FROM UTILITY COMPANY.

38. ALL CORING CLEARANCES SHALL BE FIELD VERIFIED AND ALL CONDUIT ROUTING SHALL BE COORDINATED WITH PROPERTY OWNERS REPRESENTATIVE.

39. ALL CONNECTIONS TO EXISTING MAIN SWITCHGEAR INCLUDING "BUS–TAPS" AND/OR "HOT–TAPS" REQUIRE CERTIFICATION AND APPROVAL. FABRICATION AND CERTIFICATION SHALL BE FURNISHED BY A CONTRACTOR APPROVED BY THE APPLICABLE UTILITY.

40. CONTRACTOR SHALL COORDINATE WORK WITH UTILITY COMPANIES FOR FINAL AND EXACT WORK AND MATERIAL REQUIREMENTS, CONSTRUCT TO UTILITY COMPANIES ENGINEERING PLANS AND SPECIFICATIONS ONLY.

41. ALL BROCHURES, OPERATION MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO THE PROJECT MANAGER AT THE COMPLETION OF WORK.

42. SWITCHES AND RECEPTACLES AS SPECIFIED ON FLOOR PLANS.

UTILITIES NOTES — 3

1. THE CONTRACTOR SHALL VERIFY AND COORDINATE THE POINT OF CONNECTION, CONDUIT ROUTE, INSTALLATION DETAILS AND SPECIFIC PROJECT PARAMETERS WITH THE LOCAL TELEPHONE COMPANY SINGLE POINT OF CONTACT (SPOC) PRIOR TO BEGINNING ANY WORK IN THE FIELD.

2. THE PROJECT ADDRESS AND ANY SPECIFIC UNIT NUMBER MUST BE PROVIDED TO THE LOCAL TELEPHONE COMPANY SPOC MINIMUM 1 WEEK PRIOR TO FINAL INSPECTION TO AVOID DELAY IN INSTALLATION OF SERVICE.

3. THE ELECTRICAL CONTRACTOR SHALL PROVIDE CONDUIT AND FACILITIES AS SHOWN AND DETAILED ON THE PLANS AS REQUIRED FOR T1 SERVICE AND A SINGLE POTS LINE TO THE BTS FACILITY.

4. THE TELEPHONE TERMINAL BACKBOARD SHALL BE 30"x8'–0"x5/8" THICK FIRE RATED PLYWOOD SANDED AND PAINTED WITH FIRE RATED PAINT. MOUNT BACKBOARD BOTTOM AT 6" A.F.F. PROVIDE MINIMUM 12" CLEARANCE FROM POWER ON THE SAME WALL AND 42" MINIMUM CLEARANCE FROM ADJOINING OR OPPOSITE WALLS. VERIFY WIDTH.

5. CONDUIT SPECIFICATIONS SHALL BE AS FOLLOWS:

a. GENERAL: ALL TELEPHONE SERVICE CONDUIT SHALL RUN FROM POLE, VAULT, PULL–BOX, MANHOLE OR OTHER POINT OF CONNECTION ESTABLISHED BY THE LOCAL TELEPHONE COMPANY SPOC AND SHALL RUN CONTINUOUS TO AN EDGE OF THE TELEPHONE TERMINAL BACKBOARD.

b. UNDERGROUND CONDUIT AND BENS SHALL BE MINIMUM 4" DIAMETER SCHEDULE 40 PVC. TRENCH DEPTH SHALL PROVIDE FOR MINIMUM 24" COVER OVER CONDUIT. CONDUIT RUN SHALL BE NO MORE THAN 200 FEET IN LENGTH OR HAVE NO MORE THAN (2) 90° BENDS (OR EQUIVALENT) BETWEEN PULL BOXES.

c. ABOVE GROUND CONDUIT AND CONDUIT INSIDE BUILDINGS SHALL BE EMT WITH FITTINGS AS NOTED IN ELECTRICAL NOTES. PROVIDE A UL APPROVED 18" HIGH x 10" DEEP WEATHER RESISTANT NEMA 3R RATED PULL BOX ON ALL ABOVE GRADE CONDUIT RUNS AT INTERVALS NOT TO EXCEED 100 FEET OR (2) 90° BENDS (OR EQUIVALENT).

d. OVERHEAD EXTERIOR FEEDS SHALL BE 4" DIAMETER RIGID GALVANIZED CONDUIT WITH A WEATHERHEAD OF A TYPE AND AT A HEIGHT APPROVED BY LOCAL TELEPHONE COMPANY SPOC (MINIMUM 20 FEET ABOVE FINISHED GRADE).

6. A 1–1/4" DIAMETER ORANGE INTER–DUCT SHALL BE PROVIDED IN ALL TELEPHONE SERVICE CONDUIT.

7. A MINIMUM 3/8" YELLOW POLYPROPYLENE PULL ROPE SHALL BE INCLUDED IN EVERY INTER–DUCT WITH A SEPARATE 3/8" YELLOW POLYPROPYLENE PULL ROPE INSIDE THE CONDUIT, NOT INSIDE THE INTER–DUCT.

8. THE ELECTRICAL CONTRACTOR SHALL VERIFY AVAILABILITY OR SHALL PROVIDE A NEW 120V POWER SOURCE MINIMUM 12" FROM TELEPHONE TERMINAL BACKBOARD.

9. THE ELECTRICAL CONTRACTOR SHALL PROVIDE A #6 SOLID INSULATED COPPER GROUND WIRE FROM A GROUND SOURCE APPROVED BY THE LOCAL TELEPHONE COMPANY SPOC MINIMUM STANDARD SOURCE SHALL BE A 5/8" DIAMETER x 8'–0" LONG COPPER CLAD STEEL GROUND ROD.

10. ALL WIRING SHALL BE DONE BY THE LOCAL TELEPHONE COMPANY UNLESS OTHERWISE NOTED.

11. ALL TELEPHONE CONDUIT SHALL BE LABELED AT DESIGNATED TELEPHONE COMPANY.

TELEPHONE SPECIFICATIONS — 1

1. UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSES ONLY.

2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL ROPES, CABLES, PULL BOXES, CONCRETE ENCASEMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACKFILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK.

3. UTILITY CONTACTS FOR THIS PROJECT SHALL BE AS FOLLOWS:

POWER:	TELEPHONE:
PG&E	AT&T
.	.
.	.
CONTACT NAME	CONTACT NAME
CONTACT NUMBER	CONTACT NUMBER

ELECTRICAL SPECIFICATIONS — 2

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

TRI CITY
CVL05851
JOHNSON SPRINGVIEW PARK
5540 3RD STREET
ROCKLIN, CA 95677

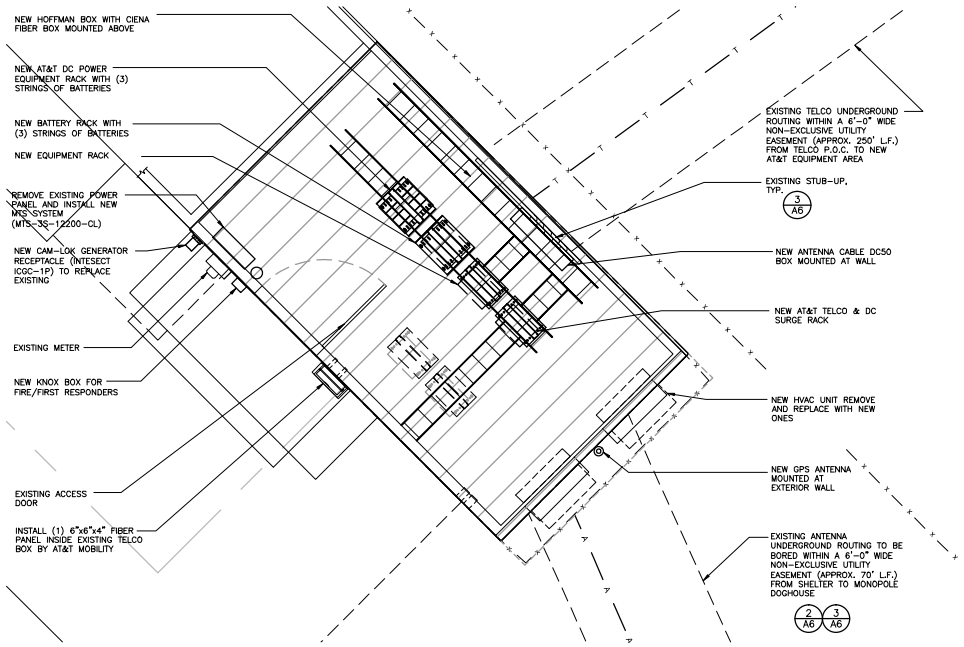
DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468–0115 FAX: (925) 468–0355

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PROFESSIONAL ENGINEER
ALBERT R.H. TENG
C 41170
EXP. 03/31/23
CIVIL
STATE OF CALIFORNIA

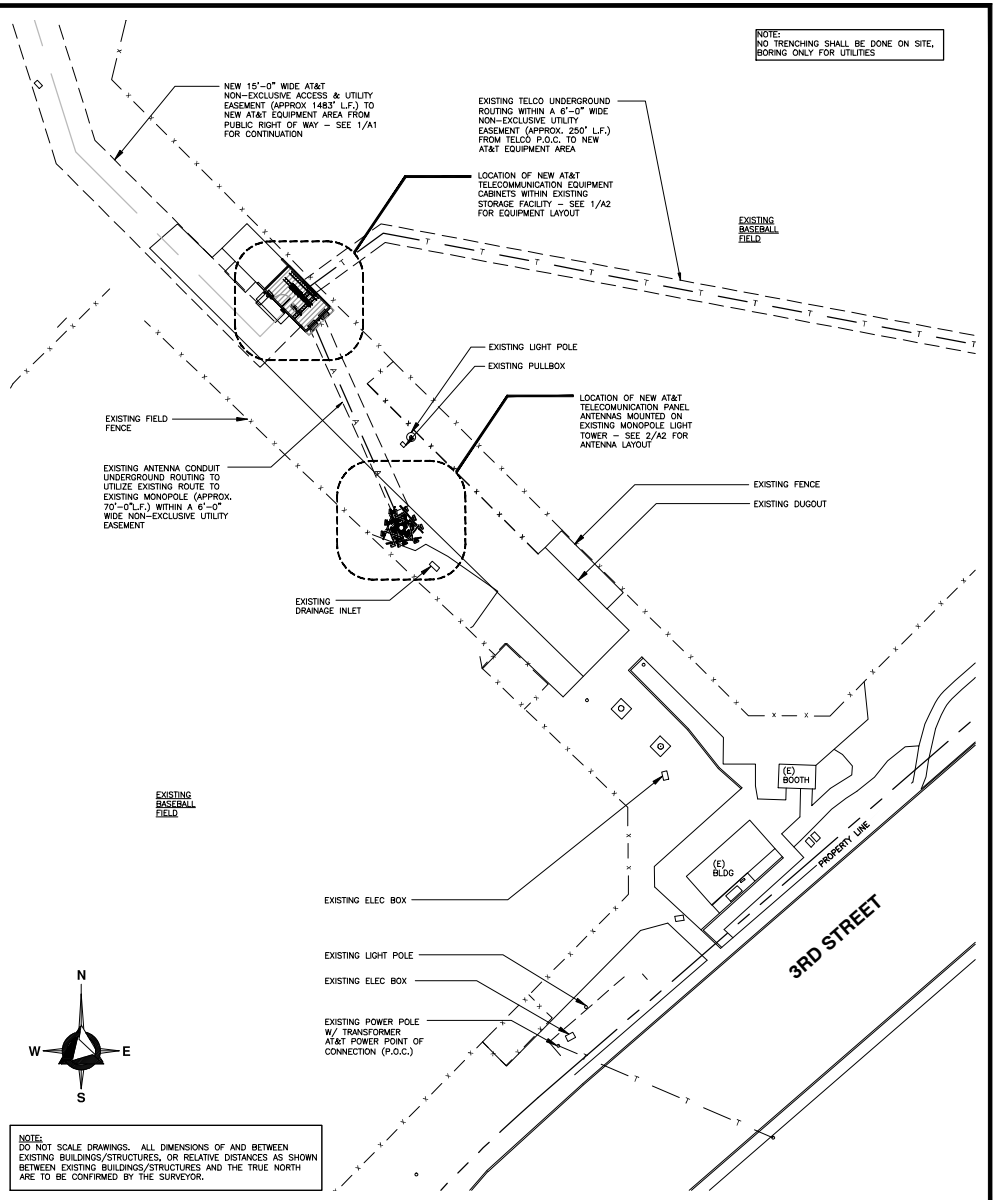
SHEET TITLE: TELEPHONE & ELECTRICAL SPECIFICATIONS & UTILITIES NOTES

SHEET	DGE NO.	SITE NAME
E1	P22MX007	TRI CITY



UTILITIES EQUIPMENT AREA PLAN | 2

UNUSED | .



UTILITIES SITE PLAN | 1

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

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PROFESSIONAL ENGINEER — ROBERT A. FINE — C 51170 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: UTILITIES SITE PLAN & EQUIPMENT AREA PLAN

SHEET: E2

DGE NO.: P22MX007

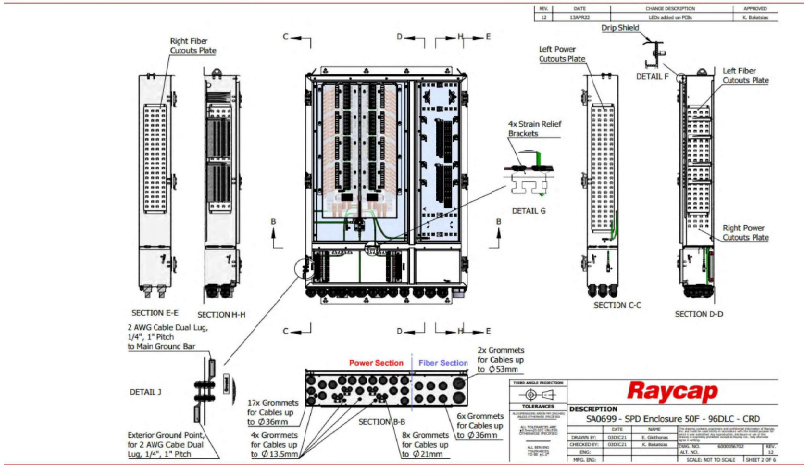
SITE NAME: TRI CITY

A.I.C.				PCWER PANEL -PTLC-MTS-3S-12200-CL											MAIN	
SURFACE MOUNT				120/240V, 1-PHASE, 3-WIRE											BUS	100A
DESCRIPTION	WATTAGE A	WATTAGE B	WATTAGE C	LTS	REC	MSC	CB F/A	CRC	CRC	CB F/A	MSC	REC	LTS	WATTAGE A	WATTAGE B	WATTAGE C	DESCRIPTION
RECTFIER 1	1000	1000					2P / 40A	1	2	2P / 40A				1000	1000		RECTIFIER 5
RECTFIER 2	1000	1000					2P / 40A	3	4	2P / 40A				1000	1000		RECTIFIER 6
RECTFIER 3	1000	1000					2P / 40A	5	6	2P/40A				1000	1000		RECTIFIER 7
RECTFIER 4	1000	1000					2P / 40A	7	8	2P/40A				1000	1000		RECTIFIER 8
A/C 1	550	550					2P / 20A	9	10	2P/20A				550	550		A/C 2
COND. #2	3300	3300					2P/50A	11	12	2P/50A				3300	3300		COND. F1
PLUGS	1080						1P / 20A	13	14	1P/20A				1080			PLUGS
SMOKE		1000					1P / 20A	15	16						1000		SPARE
LIGHTS	335						1P / 20A	17	18	1P/20A				180			GF1
PHASE SUB-TOTALS	9165	8850	0					19	20					9110	7850	0	PHASE SUB-TOTALS
PHASE TOTALS (WATTS)	A	18375						21	22						51.00	A	PHASE TOTALS (AMPS)
	B	16700						23	24						46.35	B	
	C	0													0.00	C	
PANEL TOTAL (WATTS)		35075													97.36		ADDITONAL PANEL TOTAL (AMPS)

PANEL SCHEDULE

2

DC50-48-60-96-50F



SPD BOX SPECIFICATION

3

SINGLE LINE DIAGRAM

1

NOTES:

1. SUBCONTRACTOR SHALL PROVIDE 200AMP, SINGLE PHASE, 120/240 VAC SERVICE FOR SITE.
2. SUBCONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY BEFORE THE START OF CONSTRUCTION.POWER CONDUIT SHALL BE PROVIDED AND INSTALLED PER UTILITY REQUIREMENTS.
3. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO DRAWINGS PROVIDED BT PANEL MANUFACTURER.
4. ALL SERVICE EQUIPMENT AND INSTALLATIONS SHALL COMPLY WITH THE N.E.C. AND UTILITY COMPANY AND LOCAL CODE REQUIREMENTS.
5. SUBCONTRACTOR SHALL PROVIDE ELECTRICAL SERVICE EQUIPMENT WITH FAULT CURRENT RATINGS GREATER THAN THE AVAILABLE FAULT CURRENT FROM THE POWER UTILITY.
6. POWER CONTROL AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG AND LARGER), 600V, OIL RESISTANT THN OR THHN–2, CLASS B STRANDED COPPER CABLE RATED FOR 90 DEGREE CELCIUS (WET & DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED.

at&t
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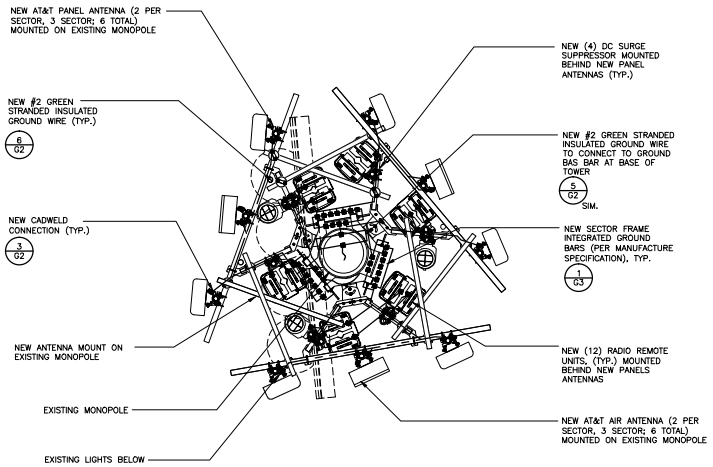
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CVL05851
JOHNSON SPRINGVIEW PARK
5540 3RD STREET
ROCKLIN, CA 95677

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468–0115 FAX: (925) 468–0355

REV.	DATE	DESCRIPTION	BY	CHK.
1	9/23/22	ISSUED FOR CD 90% (REVIEW SET)	ND	.
2	10/04/22	ISSUED FOR CD 95%	ND	.
3	11/30/22	ISSUED FOR CD 100%	ND	.
4	12/21/22	ISSUED FOR CD 100%	ND	.

PROFESSIONAL ENGINEER — ROBERT D. WEST — 51170 — CIVIL — STATE OF CALIFORNIA
EXP. 03/31/23

SHEET TITLE: SINGLE DIAGRAM & PANEL SCHEDULE
SHEET: E3
DGE NO.: P22MX007
SITE NAME: TRI CITY

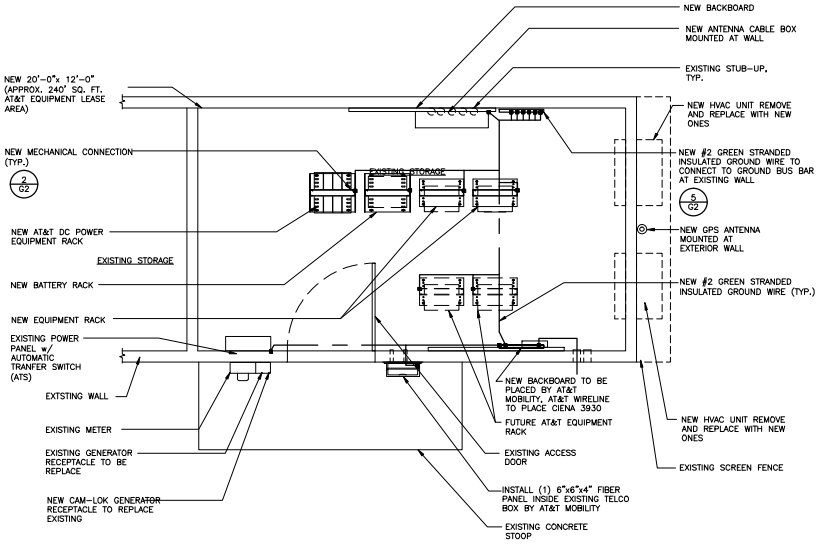


ANTENNA GROUNDING PLAN

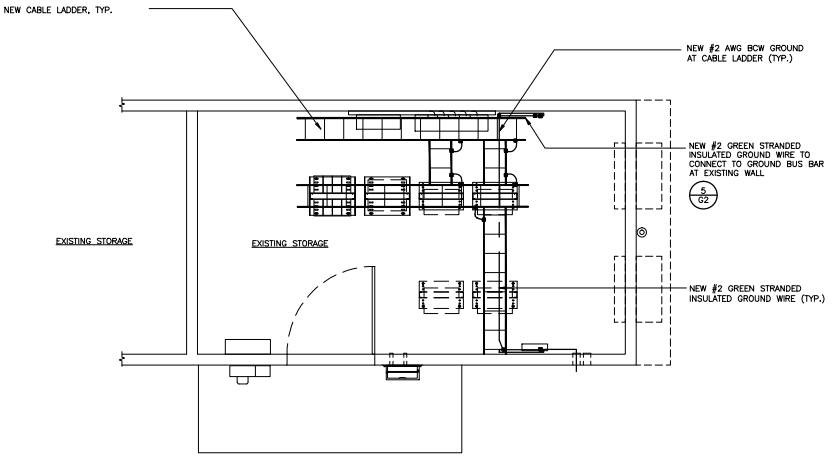
SCALE: 3/8 inch = 1 ft

12'

2



FLOOR PLAN



CEILING PLAN

EQUIPMENT AREA GROUNDING PLAN

SCALE: 3/8 inch = 1 ft

12'

1

UNUSED

.

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

TRI CITY
CVL05851

JOHNSON SPRINGVIEW PARK
5540 3RD STREET
ROCKLIN, CA 95677

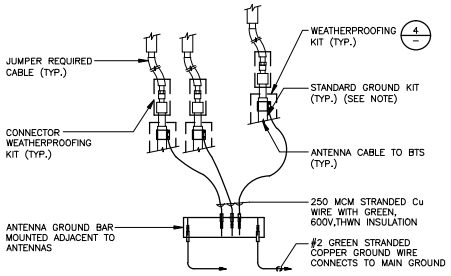
DELTA GROUPS ENGINEERING, INC.
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6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
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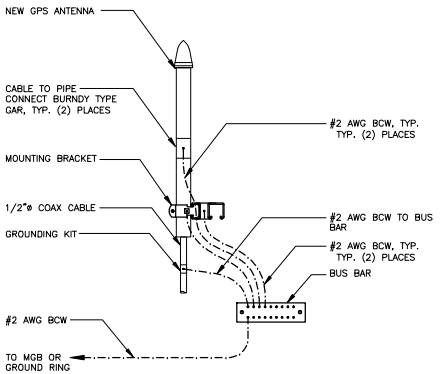
PROFESSIONAL ENGINEER — ROBERT A. FLEER — 51170 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: EQUIPMENT AREA GROUNDING & ANTENNA GROUNDING PLAN

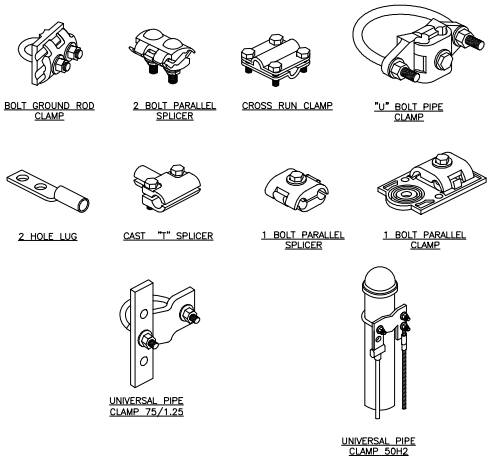
SHEET	DGE NO.
G1	P22MX007
	SITE NAME: TRI CITY



ANTENNA CABLE GROUNDING 6



GPS ANTENNA GROUNDING DETAIL 4



MECHANICAL CONNECTION 2

1. PROVIDE A COMPLETE GROUNDING SYSTEM PER NATIONAL ELECTRICAL CODE ARTICLE 250 AND EQUIPMENT MANUFACTURER'S REQUIREMENTS. USE THESE DRAWINGS AS MINIMUM GUIDELINE TO IMPLEMENT CARRIER AND EQUIPMENT CABINET MANUFACTURER SPECIFICATIONS.

2. ALL DETAILS ARE SHOWN IN GENERAL TERMS, ACTUAL GROUNDING INSTALLATION AND MOUNTING MAY VARY DUE TO SITE SPECIFIC CONDITIONS.

3. ALL GROUNDING CONDUCTORS SHALL BE COPPER.

4. ALL GROUNDING WIRE BELOW GRADE SHALL BE BARE #2 TINNED SOLID COPPER WIRE BURIED @ 18" MINIMUM. ALL CONDUIT BELOW GRADE SHALL BE PVC SCHEDULE 80.

5. ALL GROUND WIRE ABOVE GRADE IS STRANDED COPPER (UNO). SIZE AS SHOWN ON PLANS.

6. USE MINIMUM #2/0 AWG COPPER CONDUCTORS FOR COMMUNICATION SERVICE GROUNDING CONDUCTORS.

7. ALL GROUND CONNECTIONS SHALL BE LISTED FOR THE PURPOSED INTENDED.

8. ALL LUGS SHALL BE 2-HOLE LONG-BARREL SOLID COPPER BURNDY THOMAS & BETTS OR EQUAL.

9. MINIMUM BEND RADIUS FOR GROUNDING CONDUCTORS #2 AND LARGER SHALL BE 12", 8" MINIMUM RADIUS FOR SMALL CONDUCTORS.

10. ALL CONNECTIONS AT BELOW GRADE APPLICATIONS SHALL BE CADWELD.

11. ALL IRREVERSIBLE COMPRESSION TYPE CONNECTORS SHALL BE INSTALLED USING A 12 TON HYDRAULIC PRESS MINIMUM.

12. INSTALL GROUNDING AND BONDING CONDUCTORS WITH SUFFICIENT SLACK TO AVOID BREAKING DUE TO SETTLEMENT AND MOVEMENTS OF CONDUCTORS AT ATTACHED POINTS.

13. COAT ALL BOLTED LUG & BUS GROUND CONTACT SURFACES WITH KOPR-SHEILD, NO-OX, OR PRIOR TO ATTACHMENT.

14. GROUNDING RODS SHALL BE 5/8" DIAMETER x10'-0" LONG COPPER CLAD STEEL.

15. WHERE MULTIPLE GROUND RODS ARE INSTALLED, THEY SHALL NOT BE LESS THAN 10 FEET NOR MORE THAN 16 FEET APART UNLESS APPROVED BY THE CARRIER REPRESENTATIVE, OR CONSTRUCTION MANAGER.

16. DRIVEN GROUND RODS SHALL BE USED EXCEPT WHERE SPECIFIC SITE CONDITIONS PRESENT DIFFICULTY, IN WHICH CASE A ELECTROLYTIC (CHEMICAL) ROD SYSTEMS MAY BE USED, SUCH AS MANUFACTURED BY LYNCOLE KIT GROUNDING SYSTEM OR EQUAL.

17. CONTRACTOR SHALL TEST GROUND RESISTANCE AT "MGB" TO VERIFY THAT RESISTANCE SHALL NOT EXCEED 5 OHMS AND SHALL SUBMIT AN INDEPENDENT TESTING REPORT TO ATTFWS REPRESENTATIVE, OR CONSTRUCTION MANAGER INDICATING RESISTANCE VALUE OBTAINED. CONTRACTOR SHALL PROVIDE GROUNDING SYSTEM AS PART OF ITS BID, AS REQUIRED TO ATTAIN A 5 OHM VALUE OR LESS.

18. TESTING: PERFORM FULL FALL OF POTENTIAL TEST PER EEE STANDARD NO. 81: SECTION 9.04 ON THE MAIN GROUNDING REQUIREMENTS.

19. FINAL GROUND TEST SHALL BE MADE IN PRESENCE OF THE CARRIER REPRESENTATIVE, OR CONSTRUCTION MANAGER.

20. REFER TO CARRIER AND EQUIPMENT CABINET MANUFACTURER DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL GROUNDING REQUIREMENTS.

21. EGR REFERS TO #2 SOLID TINNED COPPER, "EXTERNAL GROUND ROD."

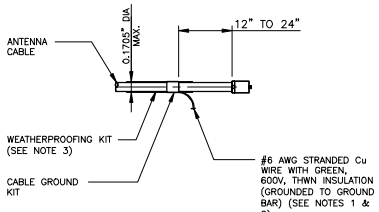
22. MAIN GROUND BUS (MGB) IS TYPICALLY LOCATED BEHIND OR ADJACENT TO POWER CABINET OR AS SHOWN.

23. ANTENNA GROUND BUS (AGB) SHALL BE LOCATED AT TOP OF ANTENNA MOUNTING STRUCTURE, ADJACENT TO THE ANTENNA MOUNT(S).

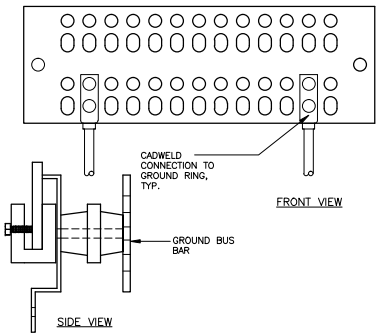
24. TOWER GROUND BUS (TGB) SHALL BE LOCATED AT THE BASE OF THE ANTENNA MOUNTING STRUCTURE, ADJACENT TO WHERE THE COAXIAL CABLES ARE ROUTED.

25. SEAL ALL GROUND KITS AND CONNECTIONS WITH "ANDREW" WEATHER SEAL.

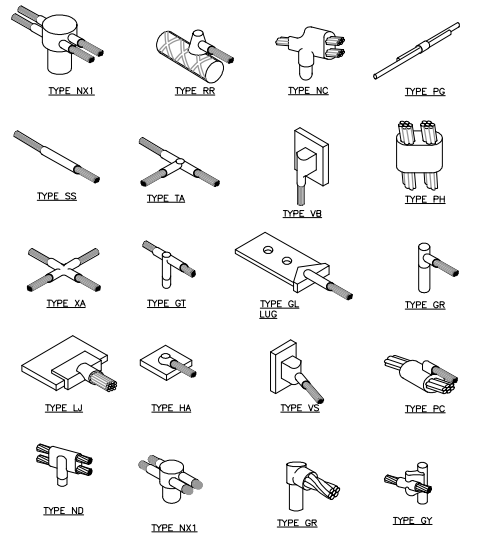
GENERAL GROUNDING NOTES 1



GROUNDING KIT 7



TYP. BUS BAR DETAIL 5



CADWELD CONNECTION 3

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

TRI CITY
CVL05851
JOHNSON SPRINGVIEW PARK
5540 3RD STREET
ROCKLIN, CA 95677

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
6800 KOLL CENTER PARKWAY, SUITE 225
PLEASANTON, CA 94566
TEL: (925) 468-0115 FAX: (925) 468-0355

REV	DATE	DESCRIPTION	BY	CHK
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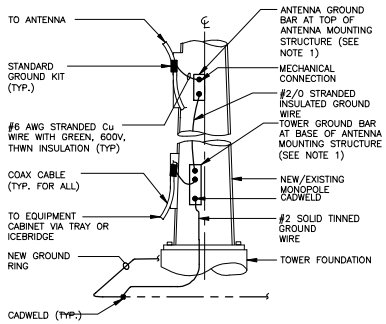
PROFESSIONAL ENGINEER — ROBERT A. TYNER — No. C51770 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: GENERAL GROUNDING NOTES & DETAILS

SHEET	DGE NO.
G2	P22MX007

SITE NAME: TRI CITY

404



NOTE:
1. NUMBER OF GROUND BARS MAY VARY DEPENDING ON THE TYPE OF MONOPOLE, ANTENNA LOCATION AND CONNECTION ORIENTATION. CONTRACTOR TO VERIFY POLE MANUFACTURER DESIGN AND DRAWINGS.

GROUNDING AT TOWER | **1**

UNUSED

at&t
5001 EXECUTIVE PARKWAY, 4W750D
SAN RAMON, CA 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World
605 COOLIDGE DRIVE, SUITE 100
FOLSOM, CA 95630

TRI CITY
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4	12/21/22	ISSUED FOR CD 100%	ND	.

PROFESSIONAL ENGINEER — ROBERT D. FLYNN — No. 51770 — EXP. 03/31/23 — CIVIL — STATE OF CALIFORNIA

SHEET TITLE: GROUNDING DETAILS

SHEET: G3

DGE NO.: P22MX007

SITE NAME: TRI CITY

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Annexation Into Community Facilities District No. 1 (Maverik Gas Station, APN 017-283-047-000)

Date: September 12, 2023

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:

A. Conduct a Public Hearing to consider testimony.
B. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 78), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Maverik Gas Station, APN 017-283-047-000).
C. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 78) (Maverik Gas Station, APN 017-283-047-000).

Background:

On August 8, 2023, the City Council adopted Resolution No. 2023-119, a Resolution of Intention to Annex Territory to Rocklin Community Facilities District (CFD) No. 1 (Annexation No. 78) and to Authorize the Levy of Special Taxes Therein to Amend the Rate and Set a Public Hearing Date regarding Maverik Gas Station, a retail commercial property located on the westerly side of the intersection of Sunset Boulevard and Lonetree Boulevard (Assessor's Parcel Number 017-283-047-000). A map of the annexation area is included as Attachment 3. A Notice of Public Hearing was published in the Placer Herald on August 17, 2023.

The development of Maverik Gas Station is conditioned on, among other things, annexation into CFD No. 1. CFD No. 1 finances the operation and maintenance of fire protection and suppression services and ambulance and paramedic services.

There are two resolutions for City Council consideration. The first resolution (Attachment 1) finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners.

In anticipation of approval of the annexation, the election has already occurred, and the

second resolution (Attachment 2) approves the canvass of the election, declares the results of the election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the project area is now subject to the special tax.

Fiscal Impact:

There is no direct fiscal impact to the General Fund. Adoption of the attached resolutions will allow special taxes to be levied and collected for CFD No. 1 to pay for services provided to the annexation territory.

ATTACHMENTS:

1. Resolution - Levy of Special Taxes
2. Resolution - Annexation Election
3. Annexation Map

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1
(ANNEXATION NO. 78), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(Maverik Gas Station, APN 017-283-047-000)

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

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

1. The City Council on August 8, 2023, adopted Resolution No. 2023-119 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 1 (Annexation No. 78) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

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

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

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

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

6. Annexation Map No. 78 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

7. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby

determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to CFD, as described in said Annexation Map No. 78 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

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

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

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

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), (c)(1) and (2) of said Section 4000 are applicable to this election.

Section 7. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on September 12, 2023, in the regular meeting place of this Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

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

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on September 12, 2023 whether received by mail or by personal delivery.

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

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 78)
(Maverik)

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on September 12, 2023, either by mail or in person. The City Clerk's office is located at 3970 Rocklin Road, Rocklin, California 95677.

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

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

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2023-119 of the City of Rocklin, adopted by its Council on August 8, 2023?	YES:_____
	NO:_____

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

Number of Votes: 2
Property Owner: Maverik Inc.

Name: Maverik Gas Station
Address: 185 South State Street Ste. 800
Salt Lake City, UT 84111

By:_____
Print Name

_____
Signature
Title:_____

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 1
(ANNEXATION NO. 78)
(Maverik Gas Station, APN 017-283-047-000)

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

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

1. In proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 1 (Annexation No. 78) (the "CFD");

2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

3. This Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council as described in Resolution No. 2023-119, the Resolution of Intention.

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

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

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

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

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 78)
(Maverik Gas Station, APN 017-283-047-000)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 1 (Annexation No. 78) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 1 Annexation No. 78 Special Tax Annexation Election, September 12, 2023	2	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (Annexation No. 78) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2023-119 of the City of Rocklin, adopted by its Council on August 8, 2023?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 12th day of September, 2023.

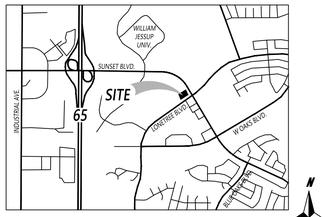
CITY OF ROCKLIN

By:_____
Haley Reid, Acting City Clerk

BOOK ___ OF COMMUNITY FACILITIES DISTRICT, PAGE ___

ANNEXATION MAP NO. 78 OF COMMUNITY FACILITIES DISTRICT NO. 1 MAVERIK GAS STATION / DR 2020-0003

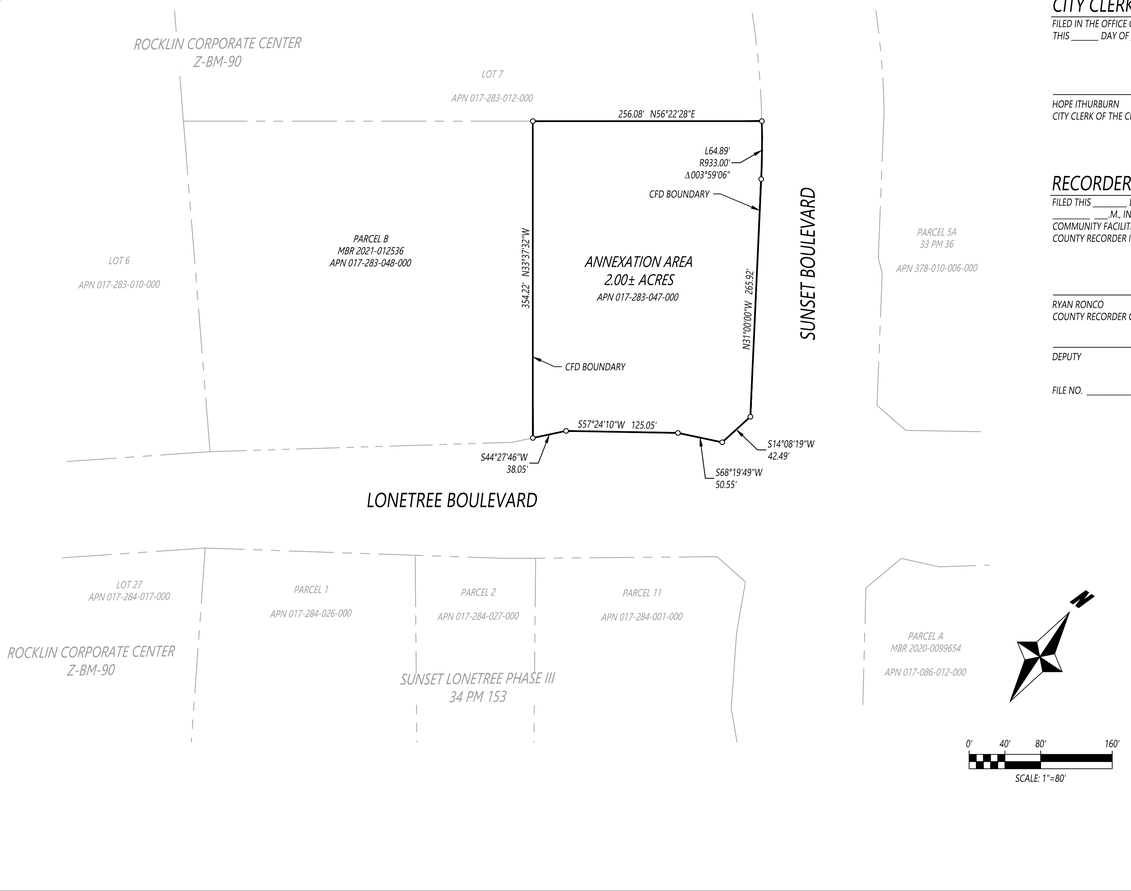
PARCEL A OF MBR 2021-012536, BEING A PORTION OF SECTION 10, T.11N., R.6E., M.D.B.&M. CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA.
MARCH 2023



VICINITY MAP
NOT TO SCALE

NOTES:

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA,"FILED THE 3RD DAY OF APRIL 1987 AT THE HOUR OF 9:12 AM IN BOOK 1 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.



CITY COUNCIL'S STATEMENT:

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. _____ TO COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2023, BY ITS RESOLUTION NO. _____.

_____ _____
HOPE ITHURBURN DATE
CITY CLERK OF THE CITY OF ROCKLIN

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN THIS _____ DAY OF _____, 2023.

_____ _____
HOPE ITHURBURN DATE
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2023, AT THE HOUR OF _____ ___M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

_____ _____
RYAN RONCO DATE
COUNTY RECORDER OF PLACER COUNTY

_____
DEPUTY

FILE NO. _____ FEE _____

SHEET 1 OF 1

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2022 Consolidated Annual Performance and Evaluation Report (CAPER)

Date: September 12, 2023

Submitted By: Sherri Conway, Assistant City Manager
Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:

A. Conduct a Public Hearing to Consider Testimony.
B. Adopt a Resolution of the City Council of the City of Rocklin Authorizing Staff to Submit the 2022 Consolidated Annual Performance and Evaluation Report (CAPER) and Authorizing the City Manager to Execute and File All Documents Required for Submittal to the U.S. Department of Housing and Urban Development (HUD).

Background:

As a recipient of HUD Community Development Block Grant (CDBG) funds, the City of Rocklin must complete a Consolidated Annual Performance and Evaluation Report (CAPER) on an annual basis. The CAPER identifies programs and activities that the City undertook during Program Year (PY) 2022 to meet the priority needs identified in the 5-year Consolidated Plan. In addition, the CAPER discusses actions that the City took to address barriers to affordable housing, public services for seniors and the homeless, and ADA improvements. The City was awarded $284,949 for the PY 2022.

On July 28, 2023, a Public Review Draft CAPER document was made available for a 17-day period. Notice of the Public Review Draft CAPER's availability, comment period and the scheduled public hearing before the City Council was published in the Placer Herald newspaper. In addition, the notice was e-mailed to various service providers through dissemination by the Placer Collaborative Network (PCN) and The Placer Consortium on Homelessness (PCOH) listservs and in the City's posting box outside of City Hall. The report was made available through links in e-mail notices, at City Hall and on the City's website. Comments on the draft report were due by the end of the business day, Monday, August 14, 2023. As of the publishing of this report, no comments have been received.

<u>CARES Act – CDBG-CV-1 and CDBG-CV-3</u>

Although not technically a part of the PY 2022 Annual Action Plan, the City is including a brief update regarding CARES Act funding and spending in the CAPER. The City's initial allocation

of CDBG-CV-1 ($164,189) funds was the primary focus of the first substantial amendment to the 2020 Annual Action Plan approved by the City Council on September 22, 2020. In addition to CDBG-CV-1 funds, on September 11, 2020, the City of Rocklin was also notified that it had received $299,113 in a third round of CDBG-CV-3 funding from the CARES Act. Approval of the second substantial amendment to the 2020 Annual Action Plan was approved by the City Council on August 10, 2021. All grant funds were not allocated during that amendment.

In an effort to create another opportunity to accept new or revised proposals to spend the remaining CDBG-CV-1 and CDBG-CV-3 funds available, approval of the third substantial amendment to the 2020 Annual Action Plan was approved by the City Council on October 11, 2022. A complete list of CDBG-CV programs include:

CDBG-CV-1

- KidsFirst - $45,000 for the Rental/Utility Assistance Program to respond to income reductions related to Coronavirus.
- Salvation Army - $39,000 for the Rental Assistance Program to respond to income reductions related to Coronavirus.
- Stand Up Placer - $15,000 for the Counseling Program to respond to the service needs of victims of domestic violence stemming from Coronavirus.
- The Gathering Inn - $45,189 for the Counseling Program to respond to the service needs of the homeless stemming from Coronavirus.
- The Gathering Inn - $20,000 for the Medical Clinic to prevent, prepare for, and respond to Coronavirus and its effects on homeless populations.

CDBG-CV-3

- Salvation Army - $20,000 for the Rental Assistance Program to respond to income reductions related to Coronavirus.
- St. Vincent De Paul - $44,125 for the Senior and Disabled Food Bags / Basic Essentials Program.
- St. Vincent De Paul - $92,713.02 for the Rental/Utility Assistance & Essentials Program.
- The Gathering Inn - $142,274.98 for Direct Services for Rocklin Homeless due to COVID (Housing, Case Management, Drivers, Transportation, Food, Shelter, Day Services)/Rental Assistance.

HUD's original deadline to spend 80% of the funds by September 1, 2023 has been revised to require that 100% of the funds be spent by September 1, 2026, and final spending and accomplishments data reported to HUD by November 9, 2026. At the time of this report's preparation, $396,087.84 (85.5%) of CDBG-CV-1 and CDBG-CV-3 funds have been spent. The City will continue to work with the subrecipients to maximize their spending within the mandated timeframe.

<u>CDBG Standard Entitlement</u>

The list below breaks down how much was spent in PY 2022 by program:

- Public Facilities/ADA Improvements - Improve safety and accessibility in public
    - Amount budgeted: $185,216.85
    - Amount expended: $182,330.00
    - Households assisted: 100
    - Status: The remaining $2,886.85 will be reallocated to public facilities for the ADA improvement project identified in the 2023 Annual Action Plan.

- Seniors First - Meals on Wheels, meeting senior nutrition needs
  - Amount budgeted: $14,247.45
  - Amount expended: $14,247.45
  - Households assisted: 138
  - Status: All funds have been spent

- Stand Up Placer - Provide mental health services
  - Amount budgeted: $14,247.45
  - Amount expended: $14,247.45
  - Households assisted: 314
  - Status: All funds have been spent

- Kids First - Provide mental health services
  - Amount budgeted: $14,247.45
  - Amount expended: $14,157.39
  - Households served: 13
  - Status: remaining $90.06 will be reallocated to public facilities for the ADA improvement project identified in the 2023 Annual Action Plan.

- Planning/Administration
  - Amount budgeted: $56,989.80
  - Amount expended: $56,989.80
  - Households assisted: N/A
  - Status: All funds have been spent

Unspent Funds from PY 2022 / Carry over
There are two programs identified in the 2022 Annual Action Plan that were unable to spend the total allocation amount awarded. Due to HUD's 15% spending caps associated with the public services category, these unspent funds will be reallocated to public facilities for the ADA improvement project identified in the 2023 Annual Action Plan. The additional funds include:

- $2,886.85 unspent funds from PY 2022 Public Services ADA project, and
- $90.06 unspent funds from PY 2022 KidsFirst program

The combined total of unspent funds that will be carried over to Public Services ADA project in PY 2023 is $2,976.91.

Subject to any input from the City Council or the public at tonight's public hearing for the 2022 CAPER, the report will be finalized and submitted to HUD for review and approval.

Fiscal Impact:
There is no impact to the general fund. The CDBG allocation is budgeted annually in fund 257.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - CAPER

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING STAFF TO SUBMIT THE 2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE ALL DOCUMENTS REQUIRED FOR SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, the City of Rocklin has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction for the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the Department of Housing and Urban Development (HUD) is the federal agency that oversees the administration of the CDBG program, and

WHEREAS, HUD requires entitlement jurisdictions to complete an annual evaluation of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER);

WHEREAS, the CAPER, and a notice of the public comment period, have been published for citizen comment from July 28, 2023 to August 14, 2023 prior to forwarding the documents to City Council;

WHEREAS, a public hearing was held on September 12, 2023.

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

Section 1. The City Council of the City of Rocklin hereby authorizes staff to submit the City of Rocklin's CAPER to the 2022 Action Plan in the form attached hereto as Exhibit A and by this reference incorporated herein, certifying that the City of Rocklin has and will continue to conduct its activities in accordance with applicable statutes and regulations governing the CDBG program.

Section 2. The City Council of the City of Rocklin hereby also authorizes the City Manager, or her designee, to execute and file the CAPER and all documents that are required to receive CDBG funding for and on behalf of the City of Rocklin, and to make minor changes to those documents where necessary to reflect public comment and/or respond to modifications requested by HUD.

PASSED AND ADOPTED this 12th day of September, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Janette Haley, Deputy City Clerk

Exhibit A
2022 CAPER Document

ROCKLIN
CALIFORNIA

July 28, 2023

2022-2023

Consolidated Annual Performance and Evaluation Report (CAPER)

HUDEntitlement:CommunityDevelopmentBlockGrant

Public Review Period: July 28, 2023 – August 14, 2023

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the Program Year.

This 2022 Consolidated Annual Performance and Evaluation Report (CAPER) covers the reporting period from July 1, 2022 to June 30, 2023. It is the third CAPER Plan in the five-year 2020 – 2024 Consolidated Plan. The Consolidated Plan is a comprehensive planning document that serves as the guiding document for the use of funds from the HUD Community Development Block Grant entitlement program in the areas of housing and community development. The Action Plan, a component of the Consolidated Plan, identifies the specific activities the City will undertake during the Program Year. Both the Consolidated Plan and the Action Plan are implemented by City staff. The City was awarded an entitlement allocation of $284,949 in Community Development Block Grant (CDBG) funds for the 2022 Program Year (PY).

The CAPER identifies programs and activities that the City undertook during the 2022 PY to meet priority needs identified in the Consolidated Plan. In addition, the CAPER discusses actions that the City took to address barriers to public services for seniors, therapy for domestic violence victims, therapy and case management services to children, adults and families to support the recovery from trauma, and ADA improvements. The CAPER shows both annual accomplishments and the cumulative accomplishments for the Consolidated planning period. This CAPER shows progress towards goals from July 2022 through June 2023.

CARES Act – CDBG-CV-1 and CDBG-CV-3

Although not technically a part of the PY 2022 Annual Action Plan, the City is including a brief update regarding CARES Act funding and spending in the CAPER. The City's initial allocation of CDBG-CV-1 ($164,189) funds was the primary focus of the first substantial amendment to the 2020 Annual Action Plan approved by the City Council on September 22, 2020.

In addition to CDBG-CV-1 funds, on September 11, 2020, the City of Rocklin was also notified that it had received $299,113 in a third round of CDBG-CV-3 funding from the CARES Act. Approval of the second substantial amendment to the 2020 Annual Action Plan was approved by the City Council on August 10, 2021. All grant funds were not allocated during that amendment.

In an effort to create another opportunity to accept new or revised proposals to spend the remaining CDBG-CV-1 and CDBG-CV-3 funds available, approval of the third substantial amendment to the 2020 Annual Action Plan was approved by the City Council on October 11, 2022. A complete list of CDBG-CV programs include:

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- The Gathering Inn - $20,000 for the Medical Clinic to prevent, prepare for, and respond to Coronavirus and its effects on homeless populations.

CDBG-CV-3

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- St. Vincent De Paul – $44,125 for Senior and Disabled Food Bags / Basic Essentials Program.

- St. Vincent De Paul – $92,713.02 for the Rental/Utility Assistance & Essentials Program.

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Unspent Funds from PY 2022 / Carry over

There are two programs identified in the 2022 Annual Action Plan that were unable to spend the total allocation amount awarded. Due to HUD's 15% spending caps associated with the public services category, these unspent funds will be reallocated to public facilities for the ADA improvement project identified in the 2023 Annual Action Plan. The additional funds include:

- $2,886.85 unspent funds from PY 2022 Public Services ADA project, and

- $90.06 unspent funds from PY 2022 KidsFirst program

The combined total of unspent funds that will be carried over to Public Services ADA project in PY 2023 is $2,976.91.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
CD1.1: Improve safety and accessibility in public	Non-Housing Community Development	CDBG: $185,216.85	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2303	2800	121.58%	100	100	100%
CD2.3: Meet senior nutrition and social needs	Non-Housing Community Development	CDBG: $14,247.45	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	413	250	60.53%	45	138	306.67%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
CD2.4: Provide mental health services	Non-Housing Community Development	CDBG: $14,247.45 – Stand Up Placer CDBG: $14,247.45 – KidsFirst	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	267	396	148.31%	65	327	503.08%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The use of CDBG funds enabled the City to address many of its highest priority needs in 2022-2023.

Public services, public facilities improvements, and activities to address senior nutrition, domestic violence victim services and counseling/therapy for those individuals, as well as, therapy services to children, adults and families to support the recovery from trauma were provided to 565 individuals in PY 2022. These services meet the basic needs of low-income households, victims of sexual and domestic abuse and human trafficking, including basic nutrition, therapy services, and improving accessibility through installation of ADA ramps on public streets.

Public facilities that serve low-income individuals and accommodate the needs of persons with disabilities as well as serving their basic infrastructure needs were addressed with the use of CDBG funds.

During PY 2022, the City:

- Continued to develop its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing.
- Continued to participate in the Governance Committee of the "Homeless Resource Council of the Sierras" (HRCS) for the Nevada-Placer Continuum of Care (CoC) planning process on ending homelessness. Since December 2018, City Staff participated in the CoC's Community Engagement Committee to keep the public informed and extend assistance to as many people as possible. The HRCS is a collaborative association of service providers and governmental agencies who work together to strengthen the delivery system by integrating and coordinating housing, homeless assistance and supportive services.
- Continued to participate in regular meetings of the South Placer Homeless group organized by Placer County Health and Human Services.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	414
Black or African American	20
Asian	15
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	1
Other	11
Total	**465**
Hispanic	84
Not Hispanic	381

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

In PY 2022, resources targeted to special needs populations were allocated on a City-wide basis, where needs were identified and/or where resources could be coordinated with existing facilities and services. The table above includes demographic data for families assisted through CDBG Services (Public Services-Senior Nutrition, Stand Up Placer Therapy Services and KidsFirst Therapy Services). The Infrastructure Improvements activity was also targeted to neighborhoods with older infrastructure and lowest income levels. The City assigned the priority for each category based upon the overall relative need as expressed by members of the public with disabilities, resources received and policies established by the City. The City will continue to pursue all available Federal, State and local resources and look to all segments of the community to assist with meeting homeless, affordable housing and community development needs.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	$284,949	$281,972.09
Other	CDBG-CV-1 and CDBG-CV-3	$463,302	$339,050.86

Table 3 - Resources Made Available

Narrative

The City of Rocklin was awarded $284,949 in PY 2022. The City has expended $281,972.09 which represents 98% of the total resources available in PY 2022. In addition, the City of Rocklin was awarded a total of $463,302 in CDBG-CV funds ($164,189 in CDBG-CV-1 funds and $299,113 in CDBG-CV-3 funds). At the time of this report's preparation, the City has spent $339,050.86 in CDBG-CV-1 and CDBG-CV-3 funds combined in PY 2022. The total amount spent in PY 2021 and PY 2022 in CDBG-CV-1 and CDBG-CV-3 funds combined is $396,087.84. Rocklin is an "exception grantee" under the CDBG rules that relate to the use of CDBG funds to benefit low-income areas. Rather than a residential area needing to be comprised of 51% or more low-income households to be considered low-income, the City of Rocklin's exception criteria is 47.31%. Areas that are within the upper quartile of low-income households are low-income areas for the purposes of CDBG funding. The data show that Rocklin has an overall Low-Moderate Income (LMI) population of 28.08%. The programs that were funded using CDBG money in PY 2022 provided services to seniors, victims of sexual and domestic assault and human trafficking, disabled and therapy services to children, adults and families to support the recovery from trauma within the City of Rocklin.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Central Rocklin/Downtown area	65%	63%	Sidewalk repairs and accessibility improvements to remove architectural barriers in the public right-of-way and improve safety for disabled persons.

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Central Rocklin/Downtown area is a defined target area that describes a specific geographic area within the City of Rocklin. Infrastructure Improvements, in the form of ADA ramp improvements, were planned and constructed in this target area. The remaining funds, comprised of public services and

administration, were spent on activities throughout the City of Rocklin. Based on the 2011-2015 American Community Survey (ACS) data provided to HUD by the US Census Bureau, the City's "upper quartile" is 47.31% as there is only one census tract within the City that contains 51% or more Low-Moderate Income (LMI) households.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has limited staff to acquire and administer additional sources of funding. However, the City has allocated $60,479 from its Low Moderate Income Housing Asset Funds to The Gathering Inn to fund Homeless Prevention and Rapid Rehousing efforts and $15,000 from its Low Moderate Income Housing Asset Funds to St. Vincent De Paul to fund Homeless Prevention and Rapid Rehousing efforts. The City does not receive a formula allocation of HOME Investment Partnerships Program (HOME) funds. The City of Rocklin's Section 8 voucher program is administered by the City of Roseville's Housing Authority under contract with the City of Rocklin. The Placer County Housing Authority also issues Section 8 vouchers in Rocklin.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**0**	**0**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Sierra College Senior Apartments was recently approved in December 2022 which is expected to be a new 180 unit Senior affordable apartment project on the south side of Rocklin Road, just west of Havenhurst Circle.

The elimination of prior ongoing funding sources by the state of California, such as Redevelopment, has severely limited the City's ability to participate in funding of affordable housing. Through a contract with the Roseville Housing Authority, the City was able to provide 120 Section 8 vouchers throughout PY 2022. Another 71 Section 8 vouchers were issued in Rocklin by the Placer County Housing Authority for a combined total of 191 Section 8 vouchers issued.

Discuss how these outcomes will impact future annual action plans.

The City's goal is to increase the number of rental and purchase units affordable to very low, low and moderate-income households. The City will continue to pursue available Federal, State and local resources to the extent possible to address affordable housing needs. The City will meet the underserved needs of the homeless population through participation in a countywide Continuum of Care process and in partnership with supportive service providers. The City provided CDBG funding for a variety of public service activities to create or expand services that target underserved needs within the community.

Include the number of extremely low-income, low-income, and moderate-income persons served by each housing activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	**0**	**0**

Table 7 – Number of Households Served

Narrative Information

The downturn of the housing market in the late 2000's reduced the private market development of single-family homes and multi-family housing units. This has also reduced the availability of affordable homes for purchase and rental. Multi-family home developers have been affected by reductions or eliminations of a variety of funding sources. Now, the market is working to catch up with demand, particularly in the rental market. The City is challenged to develop new affordable housing units given the reduction of resources to subsidize affordable housing production.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City staff has participated in regular committee meetings organized by the Homeless Resource Council of the Sierra (CoC) and Placer County Health and Human Services (HHS) Department from August 2015 to the present to consider homeless shelter needs and options in the county, as well as strategies to create permanent housing solutions. Attendees have included local agency staff from cities and counties, and numerous non-profits. The City of Rocklin will continue to coordinate with the County HHS and Placer County and serve on the Board for the Continuum of Care (CA-515) to implement the Strategic Plan to End Homelessness in Placer County as well as similar future planning endeavors to address homelessness. Their mission is to bring people together in collaboration to develop, coordinate and support projects, services and resources that will enhance our partner's ability to end homelessness.

In PY 2021 and 2022, two City Council Members and City staff including the City Manager and representatives from the Rocklin Police Department participated in facilitated regional discussions between City and County leaders throughout Placer County focusing on strategies to mitigate homelessness impacts and expand partnerships between law enforcement and social services, etc.

In late spring/early summer 2022 the City of Rocklin Police Department and Code Enforcement established a partnership with Placer County Probation and Health and Human Services encouraging their use of a Probation Outreach Vehicle (POV) to provide weekly outreach opportunities and connections with individuals experiencing homelessness in Rocklin. This purpose of the POV vehicle is to provide a weekly location that provides consistent services assistance and check in opportunities for probation with Rocklin individuals experiencing homelessness.

In PY 2022, the City of Rocklin awarded the St. Vincent De Paul with $15,000 in Low Moderate Income Housing Asset Funds for emergency rental assistance to be paid directly to landlords to prevent homelessness and all of those funds were expended. St.Vincent De Paul also serves hot meals and provides supplies, urgent and triage medical care to those in need. The Gathering Inn has a Saturday health clinic, a clothing closet, and laundry facilities. The Placer County Adult System of Care has a street outreach program that is successfully engaging people. Placer County's Continuum of Care (CoC) conducted a Point in Time count (PIT) in January of 2023. The PIT provides the homeless assistance community with the data needed to understand the number and characteristics of persons who are homeless at one point-in-time. A PIT count survey was conducted to document sheltered and unsheltered homeless on the night of January 25, 2023. There were 295 sheltered and 414 unsheltered for a total of 709 homeless person counted throughout Placer County as a whole (including all incorporated Cities). Countywide numbers in 2023 were down slightly compared to the 750 individuals that were reported

Countywide in 2022. In the City of Rocklin specifically, there were 14 sheltered and 34 unsheltered invidivuals counted in 2023 for a total of 48 homeless persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

In PY 2022, the Gathering Inn received $60,479 from the City's Low Moderate Income Housing Asset Fund dollars for Homelessness Prevention and Rapid Rehousing activities to assist the homeless with social, health and case management services. This organization is a nomadic sheltering program offering overnight accommodations for up to 65 homeless persons and is the only overnight emergency shelter in Placer County serving all demographics of individuals experiencing homelessness. There are 28 hosting churches of which 7 are located in Rocklin. The organization helps homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitates access for homeless individuals and families to affordable housing units, and prevents individuals and families who were recently homeless from becoming homeless again. The Gathering Inn served a total of 657 unsheltered individuals through its four emergency shelter & interim care programs and provided 56,214 bed nights of care to homeless men, women, and children in Placer County. Of those served, 28% of all guests were placed into housing through the Gathering Inn’s housing-based case management in fiscal year ending June 2023. The CoC evaluates services and identifies gaps in homeless services at least annually.

The collaboration with the Placer Consortium on Homelessness is one of the City's mechanisms to prevent homelessness in the City of Rocklin. Partnership with The Gathering Inn is also a way to assist the needs of the homeless through education and services. Homeless priorities have been established within the framework of the Homeless Resource Council of the Sierras; the priorities have been set as: emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing. Most housing options for the homeless individuals and families are in permanent supportive housing programs; with only temporary openings because of a change in status of a resident. In comparison, except for victims of domestic violence, there are very few beds available in emergency shelter situations. There were 288 emergency beds in PY 22. 5 beds are from the Advocates for Mentally Ill Housing, 32 beds are from Project Roomkey, 16 beds are from North Tahoe-Truckee Homeless Services, 46 beds are from Stand Up Placer, 15 beds are from VOAThe 174 remaining beds are at the Gathering Inn. This number fluctuates depending on the need.

Emergency shelter is identified as a high-priority, while Transitional housing and Supportive housing are identified as a medium-priority. The need for emergency shelter, mental health services, substance abuse treatment, and emergency food and clothing exists, especially for some subpopulations, such as those with severe mental illness or individuals who are chronically homeless (who have had regular or continued periods of homelessness). Emergency shelter may be used as engagement housing in order to build trust until such time as the client is ready to move into a permanent supportive housing situation.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In PY 2016, City staff constructed a list of services offered to Rocklin residents that need physical and mental health services, foster care, food and other assistance in order to better pair the services to those who need them. In PY 2022, City staff continued to add to the list as they became aware of new services. The City of Rocklin collaborates with the Placer Consortium on Homelessness as a mechanism to prevent homelessness. Family Resource Centers are located close to where people need services, are welcoming, have bilingual staff, and provide numerous services to low-income families, including families who are homeless. The CoC works with the Food Closet Collaborative to make sure that all Food Closets are informed about services. There are some families who live in outlying areas with little to no connection to services; therefore, outreach is typically provided though the Food Closets. The CoC will continue to review local health information and trends for both counties annually. The CoC will continue to work closely with the school Homeless Liaisons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Local service providers are applying for and have received Rapid Rehousing and Homeless Prevention funds to assist homeless families and individuals. In planning the housing needs of these populations, the CoC considers the housing needs of families and individuals. The scattered site housing programs serve both populations. There are emergency beds, transitional housing beds, and permanent supportive housing beds currently serving families. Domestic violence, substance abuse, mental and physical disabilities can all contribute toward individual and family homelessness. There are collaborative community efforts to provide coordinated services to those in need of assistance. The designation of chronic family homelessness is very helpful in focusing services on the most vulnerable populations first. The City also coordinated with surrounding jurisdictions in the provision of housing assistance and related services to homeless persons.

The Gathering Inn helps homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitates access for homeless individuals and families to affordable

housing units, and prevents individuals and families who were recently homeless from becoming homeless again.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have public housing within its jurisdiction, however the City of Rocklin contracts with The Roseville Housing Authority to operate and administer the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program which serves both the cities of Roseville and Rocklin. The Placer County Housing Authority provides Section 8 vouchers to Rocklin residents as well.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City does not have public housing within its jurisdiction and therefore this section does not apply.

Actions taken to provide assistance to troubled PHAs

The City does not have public housing within its jurisdiction and therefore this section does not apply.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Rocklin is committed to removing or reducing barriers to affordable housing whenever possible. Barriers to affordable housing identified in the City's Analysis of Impediments to Fair Housing Choice, include: 1) Lack of sufficient affordable housing supply; 2) Loss of affordable units; and 3) Need for rental subsidy for lower-income households. During PY 2020, the City has continued to ensure the availability of adequate sites for the development of affordable housing and has researched state and federal funding sources to support efforts to construct affordable housing. The City continues to support opportunities for the redevelopment or re-use of underutilized parcels, particularly for high density and affordable housing development. The City has over 200 condominiums that must remain affordable to persons of low or moderate income. City staff verifies program participant's income and administers the program.

Sierra College Senior Apartments was recently approved in December 2022 which is expected to be a new 180 unit Senior affordable apartment project located on the south side of Rocklin Road, just west of Havenhurst Circle.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Consistent with priority needs identified in the Consolidated Plan, during PY 2022 the City provided funding for the following activities that addressed priority special needs populations:

The City provided CDBG funds to Seniors First to administer a Senior Nutrition program, which provides hot meals to seniors in need. The City provided CDBG funds to Stand Up Placer to provide additional therapy services, crisis intervention and advocacy services to Rocklin residents. The City provided CDBG funds to KidsFirst to provide therapy services to children, adults and families to support their recovery from trauma The City provided Low Moderate Income Housing Asset funds to The Gathering Inn to provide case management, temporary housing and other support services to serve individuals and families facing homelessness. In Addition, the City provided Low Moderate Income Housing Asset funds to St. Vincent De Paul for emergency rental assistance to be paid directly to landlords to prevent homelessness.

Other Federal, State and local resources, including funds from charitable organizations and private donations, were made available to service providers to assist special needs populations. Service providers received these funds directly. Maintaining a partnership with The Placer Consortium on Homelessness and Affordable Housing (PCOH) has helped to address and reduce obstacles to meeting underserved needs. In addition, the City's Housing Element includes recommendations and programs to alleviate obstacles to meeting underserved needs. The City will continue to use CDBG dollars to address

underserved needs and to provide education about services and service providers to the extent feasible.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Maintaining a partnership with PCOH has helped to address and reduce obstacles to meeting underserved needs. In addition, The City of Roseville Housing Authority and Placer County Housing Authority administer the Housing Choice Voucher Section 8 Rental Assistance Programs, of which an inspection is required of painted surfaces for the discovery of the potential presence of lead-based paint. If the inspection conducted identifies that a potential hazard exists, the program requires the rehabilitation contractor or homeowner to follow HUD guidelines for mitigation or removal of the lead-based paint hazard. The City also requires that property owners properly maintain their dwelling units. Complaints of deteriorating surfaces containing lead-based paint, and posing a hazard to occupants are reportable to the Placer County Environmental Health Department and represent a potential County Health Code violation subject to appropriate mitigation by the property owner. The City's Housing Element includes recommendations and programs to alleviate obstacles to meeting underserved needs. The City will continue to use CDBG dollars to address underserved needs and to provide education about services and service providers to the extent feasible. **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

During PY 2022, the City of Rocklin took the following actions to reduce the incidence of poverty within the City's jurisdiction:

$60,479 in Rocklin Low Moderate Income Housing Asset funds were allocated to The Gathering Inn. Funds were geared toward Rocklin individuals and families who are homeless or at risk of becoming homeless, and those persons living below the poverty level. The City of Rocklin assisted households by identifying and linking residents to various housing, social services and educational programs.

$15,000 in Rocklin Low Moderate Income Housing Asset funds were allocated to St. Vincent De Paul. Funds were geard toward Rocklin individuals and familes for emergency rental assistance to be paid directly to landlords to prevent homelessness.

City Staff continues to work with new and existing business owners, developers and local business associations to promote its policy of ensuring a healthy job/housing balance which fosters a variety of jobs with varying levels of skill and training to strengthen the current local economy.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City has continued to rely on the Rocklin Housing Division to administer its housing programs and implement housing policies. The Housing Division administers affordable housing homeownership programs and down payment assistance programs, in addition to oversite of CDBG subrecipients and related activities. The Housing Division also provides program and resource information and referrals to residents; including referrals to homeless assistance, fair housing, legal services, etc. The programs

administered by the Housing Division are funded through a variety of public and private sources, including Federal, State and City funding under local affordable housing requirements. The City is the lead agency for allocated CDBG funding and has established goals under the Entitlement Program to integrate planning and projects in correlation with community needs and priorities.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City has continued to support services that meet the needs of Rocklin residents. The Housing Division acts as a liaison between other public and private agencies to maximize service to Rocklin residents and prevent the duplication of services. The City of Roseville's Housing Authority administers the Section 8 program for the City of Rocklin, under contract. Section 8 vouchers are also issued in Rocklin by the Placer County Housing Authority. The City will continue to provide assistance to outside organizations when necessary and as funds are available.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City has completed several of the implementation tasks identified in the Analysis of Impediments to Fair Housing. Many of them have been ongoing tasks that have been addressed throughout the year.

Fair Housing pamphlets and literature are also made available to the public. Housing Division staff continues to further their knowledge of fair housing laws and issues, including making pamphlets and news articles available to staff. Housing Division staff continues to address all housing-related complaints, including those regarding discrimination. In the case of alleged discrimination, those residents are provided with information regarding fair housing law, a HUD discrimination complaint form, and referrals to legal services, the State Department of Fair Housing and Employment, and other appropriate agencies.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City conducts a risk assessment of sub-recipients to determine the need for monitoring. All sub-recipients are subject to an annual risk assessment and on-site monitoring visit to ensure compliance with the CDBG program requirements. The City of Rocklin has developed a monitoring system to ensure that the activities carried out in the furtherance of the Consolidated Plan are done in a timely manner and in accordance with the federal monitoring requirements of 24 CFR 570.501 (b) and 24 CFR 85.40 and all other applicable laws, regulations, policies, and sound management and accounting practices. In April and May of 2023, City Staff conducted on-sight monitoring visits to KidsFirst (2022 Standard CDBG Counseling Program), Stand Up Placer (2022 Standard CDBG Counseling/Advocacy Services), Seniors First (2022 Standard CDBG Meals on Wheels Program), St. Vincent De Paul (CDBG-CV-3 Food Bags and Rental Assistance), Salvation Army (CDBG-CV-1 and CDBG-CV-3 Rental Assistance Programs), and The Gathering Inn (CDBG-CV-1 and CDBG-CV-3 Counseling Program, Medical Clinic and Direct Shelter Services, and Low Moderate Income Housing Asset Funds - Homelessness Prevention Rapid Rehousing activities.

In terms of the actions taken for compliance with minority business outreach and comprehensive planning requirements, the City's Notice to Bid is advertised in the local paper twice (two consecutive weeks), posted on the City's website and on CIPList.com. The CIPList.com subscribers include many minority or women owned businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A notice of the Draft CAPER's availability, public review period (July 28, 2023 through August 14, 2022) and anticipated public hearing date of September 12, 2023 was published in the Placer Herald newspaper on July 27, 2023.

The City notified public service agencies directly via an email to local non-profit collaborations (Placer Collaborative Network and Placer Consortium on Homelessness) regarding the availability of the 2022 CAPER and attached electronic copies/links of the public review/hearing notice and Draft document. These organizations provide services to minorities and non-English speaking persons, as well as, persons with disabilities. The City encourages all agencies who receive these types of notices to share this information with their clients and other organizations who may be interested in the Draft CAPER.

Comments on the Draft Plan are due on Monday, August 14, 2023.

The CAPER will be submitted to HUD by September 29, 2023 for review.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

In PY 2021, there were no carry over of funds to PY 2022. Because of the success of all the programs, the City did not identify the need for any program changes.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0	0	0	0	0
Total Section 3 Worker Hours	0	0	0	0	0
Total Targeted Section 3 Worker Hours	0	0	0	0	0

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0	0	0	0
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0	0	0	0
Direct, on-the job training (including apprenticeships).	0	0	0	0	0
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0	0	0	0
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0	0	0	0
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	0	0	0	0
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0	0	0	0
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0	0	0	0
Held one or more job fairs.	0	0	0	0	0
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0	0	0	0
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0	0	0	0
Assisted residents with finding child care.	0	0	0	0	0
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0	0	0	0
Assisted residents to apply for, or attend vocational/technical training.	0	0	0	0	0
Assisted residents to obtain financial literacy training and/or coaching.	0	0	0	0	0
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with training on computer use or online technologies.	0	0	0	0	0
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0	0	0	0
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0	0	0	0
Other.	0	0	0	0	0

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Section 3 did not apply to any programs in PY 2022. Therefore, the above section does not apply.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Sidewalk Vending Regulations

Date: September 12, 2023

Submitted By: David Mohlebrok, Director of Community Development
Ryan Taylor, Code Enforcement Program Manager

Department: Community Development

Recommendation:

A. Conduct a Public Hearing to consider testimony.
B. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Adding Chapter 5.26 to Title 5 of the Rocklin Municipal Code to Establish Sidewalk Vending Regulations.

Background:

As this item includes the introduction of an Ordinance, a two-meeting process is required. At the first meeting the City Council shall conduct a public hearing, complete deliberation, provide staff with direction (if appropriate) as to any desired modification(s) to the draft Ordinance (Attachment 1).

This Ordinance would add Chapter 5.26 to Title 5 of the City of the Rocklin Municipal Code to establish sidewalk vending regulations citywide.

Senate Bill (SB) 972, passed in 2022, created a new regulatory framework that completely decriminalizes sidewalk food vending. Previously, criminal enforcement of sidewalk food vending was a valuable tool in combatting what cities may have perceived as a public health nuisance. Now, violations are no longer misdemeanor or infraction offenses and are only subject to administrative citations.

SB 946, passed in 2018, was the first step in decriminalizing sidewalk vending. However, it left cities the ability to enforce county health codes adopted by reference through the California Retail Food Code. This allowed cities to criminally cite sidewalk food vendors for failing to have the required county health permits for vending food. Now, SB 972 closes that gap by decriminalizing the California Retail Food Code. Cities can still conduct routine inspections of carts and preparation kitchens – though they are only able to issue administrative citations for violations.

The law creates a new category, a “compact mobile food operation,” or CMFO, which is

defined as a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other nonmotorized conveyance. However, such an operation would still be restricted to limited food preparation. Limited food preparation is generally limited to heating, frying, baking, roasting, shaving of ice, blending, steaming of hot dogs or assembly of non-prepackaged food. It also includes the holding, portioning and dispensing foods that are prepared at a catering operation. Under these regulations, potentially hazardous foods would be considered raw meats, milk or items that normally require refrigeration. It is possible that limited food preparation includes the preparation of raw meats, but such an operation would have to meet further sanitary guidelines, such as having a three-compartment sink with an adequate potable water supply. Preparing potentially hazardous foods on a compact mobile food operation that does not meet specific sanitary requirements for potentially hazardous foods would be a violation and subject to an administrative citation.

SB 972 also affects existing regulation of cottage food operations and microenterprise home kitchens. A cottage food operation can sell home-cooked foods directly to the public and a microenterprise home kitchen allows an individual to operate a restaurant in their private residence. With SB 972, a cottage food operation or microenterprise home kitchen can now be used as a commissary or mobile support unit for up to two compact mobile food operations. However, they would still be subject to public health enforcement to ensure protection from contamination and adequate cooling and storage.

SB 972 attempts to facilitate greater access for food vendors to get the required county and city approvals for food vending permits. The bill provides that counties may approve a food cart design which meets safety requirements, in lieu of approving individually manufactured carts. The legislature's hope was that by easing the process to come into compliance with the law, it will incentivize greater compliance than that which currently exists.

Local jurisdiction still retains their authority to criminally enforce against food vendors operating on private property and not in the public right of way.

The following is a summary of local regulations that are, and are not allowed per SB 946.

Prohibited	Allowed
Cannot require a sidewalk vendor to operate within specific parts of the public right of way except when the restriction is directly related to objective health, safety or welfare concerns.	May prohibit stationary sidewalk vendors in areas that are zoned exclusively residential, but cannot prohibit roaming sidewalk vendors.

Cannot prohibit a sidewalk vendor from selling food or merchandise in a City park except, the City may prohibit stationary sidewalk vendors from vending in the park if the City has signed an exclusive concessionaire agreement.	Requirements regulating the time, place, and manner of sidewalk vending in a City park if: • Directly related to objective health, safety, welfare concerns. • Necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities. • Necessary to prevent an undue concentration of commercial activity that unreasonably interferes with scenic and natural character of the park.
Cannot restrict the overall number of sidewalk vendors permitted to operate within the City unless the restriction is directly related to objective health, safety or welfare concerns.	Can require: • Limitations on hours that are not unduly restrictive. If non-residential, must not be more restrictive than imposed on other businesses or uses on the same street. • Vendors to maintain sanitary conditions. • Compliance with the "American Disabilities Act" and other disability access standards. • Permits for sidewalk vending and/or a valid business license. • State Department of Tax and Fee Administration seller's permit. • Additional licenses from other state or local agencies to the extent required by law. • Information about operations (name, mailing address, description of items for sale, name and business address of business principal).
Cannot require a sidewalk vendor to first obtain the consent or approval of any nongovernmental entity or individual before selling food or merchandise.	Can prohibit vendors in areas located within the immediate vicinity of a certified farmers' market during the market's hours of operation, or in area designated for a temporary special permit, for the limited duration of the temporary special permit.

The following is a summary of the local regulations that are, and are not allowed per SB 972.

SB 972 Changes	
Before January 1, 2023	After January 1, 2023

Food carts or other unenclosed Mobile Food Facilities (MFFs) could only heat and hot hold specific foods such as hot dogs, tamales, and corn on the cob.	CMFO may dispense and portion for immediate service, any temperature-controlled foods (hot or cold).
Food carts or other unenclosed MFFs may not slice or chop any food unless on a heated cooking surface.	CMFO may slice or chop non-potentially hazardous food such as baked goods and produce that has been previously washed.
Food carts or other unenclosed MFFs must be fully contained.	CMFO not handling raw meats, poultry or fish may utilize a permitted auxiliary conveyance at a site-specific location containing handwashing and ware-washing sinks. CMFO may operate from a stand or individual (carry product) if the CMFO only sells non-potentially hazardous food or produce. CMFO with under 25 ft² of display area selling only non-potentially hazardous food or whole, uncut produce are exempt from permitting with PCEH.
MFFs must be operated in conjunction with a permitted commissary kitchen.	CMFO may operate in conjunction with a permanent food facility or commissary or a permitted Cottage Food Operation.
MFF must be stored at the approved commissary when not operating.	Unless prohibited by local ordinance CMFO may be stored in a private home or permitted Cottage Food Operation when not operating.

In order to better regulate sidewalk vending in the City of Rocklin, and based upon recent state legislation, staff has drafted the following regulations for City Council's review and consideration !Attachment 1, Sidewalk Vending Ordinance):

RMC Title 5, Chapter 5.26 –Sidewalk Vending

In summary, the proposed regulations provide the following:

1. Purpose – establishing a street and sidewalk vendor permitting and regulatory program that complies with Senate Bill 946 and Senate Bill 972.
2. Definitions - various terms and phrases used in the chapter.
3. Business License and Sidewalk Vending Permit Required – every person who engages in sidewalk vending is a vendor and shall, first obtain, and at all times maintain, a valid business license and permit.

4. Requirements for Permit Application – required documentation and information from sidewalk vendor's subject to review and potentially denial.
5. Identification Number; Confidentiality – requirement for vendors to provide identification that will be treated as confidential and not open to public records request, unless, as required, to comply with state law or state or federal court.
6. Issuance of Sidewalk Vending Permit – this section provides the ability for the City to apply appropriate conditions on sidewalk vending permits.
7. Operational Requirements – sidewalk vending activities shall be conducted in a time, place and manner outlined within the operational requirements.
8. Location of Carts –locations where vending activities are prohibited and allowed.
9. Special Requirements for Sale of Food – special requirements to ensure vendor is not only in compliance with the City ordinance, but follows all county and state permitting and licensing.
10. Exceptions – activities and businesses not applicable to this chapter.
11. Penalties – establishes penalties for vendors conducting business without a valid permit or license, and a separate set of penalties for vending in violation of conditions of the permit.
12. Denials, Suspension or Revocation of Sidewalk Vending Permit – conduct requiring the denial of an application or revocation or suspension of a permit.
13. Appeals – ability for the vendor to appeal penalties or suspension and revocation of street and sidewalk vending permit.

Fiscal Impact:
There would be no fiscal impact if the City Council adopts an Ordinance establishing sidewalk vending regulations. The monitoring and enforcement of such are considered to be functions of existing City staff.

ATTACHMENTS:
1. Ordinance - Sidewalk Vending Regulations

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADDING CHAPTER 5.26 TO TITLE 5 OF THE ROCKLIN MUNICIPAL CODE
TO ESTABLISH SIDEWALK VENDING REGULATIONS

WHEREAS, Section VII of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;

WHEREAS, the City Council finds it necessary to update, consolidate, and streamline the Rocklin Municipal Code ("RMC") periodically to comply with recent law enactments and decisions and to achieve more efficient enforcement of code violations to promote public health, safety, and welfare;

WHEREAS, in light of recent state law enactments and decisions as well as recent efforts to ensure more efficient enforcement of Rocklin Municipal Code and other laws which the City is empowered to enforce, the City Council has identified amendments and adoptions to be made to the Rocklin Municipal code relating to regulations on sidewalk vending;

WHEREAS, recent California Senate Bill 946, codified in Government Code sections 51036 to 51039, limited local authorities' ability to regulate street vendors, including methods of enforcement, and as a result, the City Council has identified key changes to provide enforcement practices in the RMC to comply with the new law;

WHEREAS, on January 1, 2023, Senate Bill 972 was codified in the California Retail Food Code establishing a newly defined mobile food facility known as a "compact mobile food operation" (CFMO) which will allow for new types of carts;

WHEREAS, the City wishes to ensure that the RMC's provisions for sidewalk vending and regulation of compact mobile food operations are consistent with state law for accuracy of enforcement and transparency for the public; and

WHEREAS, said amendments and adoptions of the Rocklin Municipal Code are permitted by law, including the California Constitution, Government Code, and Civil Code.

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

Section 1. Findings. The findings and recitals set forth above are true and correct.

Section 2. Purpose. The purpose of this ordinance is to establish a sidewalk vendor regulatory program that complies with Senate Bill 946 and Senate Bill 972 within the City of Rocklin.

Section 3. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section VII of the California Constitution and Government Code section 37100.

Section 4. Amendment. Chapter 5.26 of Title 5, of the Rocklin Municipal Code is hereby amended in its entirety to read as follows:

Chapter 5.26 – Sidewalk Vending

Sections:

5.26.010 Purpose.
5.26.020 Definitions.
5.26.030 Business License and Sidewalk Vending Permit Required.
5.26.040 Requirements for Permit Application.
5.26.050 Identification Number; Confidentiality.
5.26.060 Issuance of Sidewalk Vending Permit.
5.26.070 Operational Requirements.
5.26.080 Location of Carts.
5.26.090 Special Requirements for the Sale of Food.
5.26.100 Exceptions.
5.26.110 Penalties.
5.26.120 Denials, Suspension or Revocation of Sidewalk Vending Permit
5.26.130 Appeals

5.26.010 Purpose.

The purpose of this chapter is to establish a sidewalk vending permitting and regulatory program that complies with Senate Bill 946 (Chapter 459, Statutes 2018) and Senate Bill 972 (Chapter 459, Statutes 2022). The provisions of this chapter allow the City to encourage small business activities by removing total prohibitions on portable food stands and certain forms of solicitation while still permitting regulation and enforcement of unpermitted sidewalk vending activities to protect the public's health, safety, and welfare.

5.26.020 Definitions.

A. If a term or phrase is not defined in this part, or elsewhere in this code, the most common dictionary definition is presumed to be correct.

B. As used in this chapter, the following terms and phrases shall have the meaning ascribed to them in this part, unless the context in which they are used clearly requires otherwise:

   1. "Cart" collectively means a stationary cart or mobile cart as defined in "Compact mobile food operation".

2. “Compact mobile food operation (CMFO)” is defined as a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.
3. "Certified farmer's market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000), of Division 17 of the California Food and Agricultural Code and any regulations adopted pursuant to that chapter.
4. "Citation" means an administrative citation issued pursuant to section 5.26.110 of this Code, unless otherwise specified.
5. "City" means the City of Rocklin, a municipal corporation.
6. "Department" means the community development department of the city.
7. "Food" means any type of edible substance or beverage.
8. "Goods or merchandise" means any item that is not food.
9. "Person or persons" means one or more natural persons, individuals, groups, businesses, business trusts, companies, all domestic or foreign corporations, joint stock corporations, joint ventures, partnerships of every kind, entities, syndicates, associations, clubs, societies or organizations of any kind composed of two or more individuals, other than as an employee.
10. “Public Property” means any real property, or interest therein, owned, leased, operated, or otherwise controlled by the City, other than a street, alley, or parkway.
11. “Recreation area” means all parks, places, greenbelts, gardens, and any other property owned by the city, including structures thereon, used, operated or maintained for recreational purposes, whether active or passive. The term “owned” shall mean any property interest under which the city operates, maintains or controls such property.
12. “Residential” means any area zoned exclusively as residential in Title 17 or designated exclusively, or partially, for residential use as part of a Planned Community Zoning District, Planned Community Development Plan, Planned Residential District, Specific Plan, Specific Plan Area, General Development Plan, or a residential overlay district or their equivalent.
13. "Roaming Sidewalk Vendor" means a person who moves from place to place and only stops to complete a transaction.
14. "Sidewalk" means any surface in the public right-of-way provided for the exclusive use of pedestrians, including sidewalk, alleys, and parkway trails or paths.
15. "Sidewalk vending receptacle" or “sidewalk vendor receptacle” is a piece of equipment used for vending, including a CMFO, mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, pushcart, or other non-motorized conveyance, or from one's person, upon a sidewalk or other pedestrian path. These non-motorized conveyances exclude vehicles, as defined in

the Vehicle Code of the State of California, from which food or beverages are offered for sale to the public.

16. “Sidewalk vendor” or “vendor” means a person(s) who sells food or merchandise from a sidewalk vending receptacle or from one’s person, upon public property.
17. “Sidewalk vendor activities” or “sidewalk vending activity” means actions that qualify a person as a sidewalk vendor or actions done in anticipation of becoming a sidewalk vendor such as, but not limited to, placement or maintenance of any sidewalk vending receptacles.
18. "Stationary Receptacle" means a piece of equipment used for vending which has no motor and is not mobile except when being pushed, carried or transported to and from a space on the sidewalk on a daily basis, such as a rack, stand, table, display or showcase.
19. "Stationary sidewalk vendor" means a vendor who vends from a fixed location.
20. "Swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the California Business & Professions Code, and any regulations adopted pursuant to that article, or any successor chapter.
21. "Vend, vends or vending" means to sell, offer for sale, expose or display for sale, solicit offers to purchase, or to barter food or merchandise, or to require someone to negotiate, establish or pay a fee before providing food or merchandise, even if characterized as a donation on public property.
22. "Business License" is tax from the city finance division, required for each person who vends in accordance with this chapter in the city.
23. " Sidewalk Vending permit" is written approval required for each vending receptacle used for vending in the city.

5.26.030 Business License and Sidewalk Vending Permit Required.

A. No person shall operate as a sidewalk vendor without first obtaining, and at all times maintaining, a valid City business license in accordance with 5.04.060 and related sections of 5.04 of Title 5, and complying with all requirements of the business license.

B. No person shall operate as a sidewalk vendor without first obtaining, and at all times maintaining, a sidewalk vending permit in accordance with this Chapter, and complying with all requirements of the permit.

C. The sidewalk vending permit shall be valid for one year unless revoked or suspended prior to expiration. An application to renew a sidewalk vending permit under this section shall be made not less than thirty days prior to the expiration of the current permit. A valid business license shall be applied for or renewed concurrently with the sidewalk vending permit each year.

D. A separate business license and sidewalk vending permit shall be required for each cart or compact mobile food operation (“CMFO”).

5.26.040 Requirements for Permit Application.

A. An application for a sidewalk vending permit for sidewalk vending shall include all of the following, to the extent applicable:

1. The name, address, and telephone number of the applicant and each person who will operate the cart.
2. A photo identification of the applicant and each person who will operate the cart.
3. A description of the cart, including dimensions of the cart, and a photograph of the cart.
4. A complete list of the food or merchandise to be displayed, exchanged or sold.
5. If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.
6. The vendor's California seller's permit number (California Department of Tax and Fee Administration sales tax number).
7. A City of Rocklin business license.
8. An agreement by the sidewalk vendor to defend, indemnify, release and hold harmless the City, its City Council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgements, fines, penalties, liabilities, costs, and expenses (including without limitation attorney's fees, disbursements, and court costs) of every kind and nature whatsoever which may arise from or in any manner related (directly or indirectly) to the street and sidewalk vending permit or the vendor's sidewalk vending activities. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, City, and/or the parties initiating or bringing such proceeding.
9. An acknowledgement that the use of public property is at the sidewalk vendor's own risk, the City does not take any steps to ensure public property is safe or conducive to the sidewalk vending activities, and the sidewalk vendor uses public property at their own risk.
10. An acknowledgement that the sidewalk vendor will obtain and maintain throughout the duration of any sidewalk vending permit issued under this chapter any insurance required by city risk management.
11. A copy of any license or permit required from any other state or local agency that is required by law, including, but not limited to, a copy of any required permit from the county health department, if required.
12. A certification by the applicant that to his or her knowledge and belief, the information contained in the application is true.

5.26.050 Identification Number; Confidentiality.

A. Notwithstanding any other requirement in this code, an applicant for a business license or sidewalk vending permit to operate as a sidewalk vendor shall not be required to submit a social security number for the issuance of such license or permit. In lieu of an otherwise required social security number, the City shall accept a California driver's license or identification number, an individual taxpayer identification number, or a municipal identification number along with a permit application, which must be provided at time of application. Identification numbers submitted under this Chapter shall not be made available to the public for inspection, shall be treated as confidential, and shall not be disclosed except as required to administer the license or permit program or to comply with a state law or state or federal court order.

5.26.060 Issuance of Sidewalk Vending Permit.

A. Within thirty (30) calendar days of receiving a complete application, the Community Development Director, or designee, may issue a sidewalk vending permit, with appropriate conditions, as provided for herein, if he or she finds based on all of the relevant information that:

    1. The conduct of the sidewalk vendor will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet and peaceful enjoyment of their property, or otherwise be detrimental to the public peace, health, and safety or general welfare.

    2. The conduct of the sidewalk vendor will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the incurring costs or expenditures in either money or personnel not reimbursed in advance by the sidewalk vendor.

    3. The conduct of such sidewalk vending activity will not constitute a fire hazard, and all proper safety precautions will be taken.

    4. The conduct of such sidewalk vending activity will not require the diversion of police officers to properly police the area of such activity as to interfere with normal police protection for other areas of the City.

    5. The sidewalk vendor has paid all previous administrative fines, completed all community service, and completed any other alternative disposition associated in any way with a previous violation of this chapter.

    6. The sidewalk vendor has not had a sidewalk vending permit revoked within the past twelve (12) months.

    7. The sidewalk vendor's application contains all required information.

    8. The sidewalk vendor has not made a materially false, misleading, or fraudulent statement of fact to the City in the application process.

    9. The sidewalk vendor has satisfied all the requirements of this chapter.

10. The sidewalk vendor has paid all applicable fees as set by City Council resolution.
11. The sidewalk vendor's proposed activities shall conform to the requirements of this chapter.
12. The sidewalk vendor has adequate insurance to protect the City from liability associated with the sidewalk vendor's activities, as determined by city risk management, and, if required by the City, the City has been named as an additional insured.
13. The sidewalk vendor has satisfactorily provided all information requested by the Community Development Director, or designee, to consider the vendor's application.

B. A sidewalk vending permit is nontransferable. Any change in ownership or operation of a sidewalk vendor or sidewalk vending receptacle requires a new street and sidewalk vending permit under this chapter.

5.26.070 Operational Requirements.

A. Each cart used by a sidewalk vendor must display a valid sidewalk vendor permit at all times, which shall be issued by the City, and shall also display all county and state permitting and licensing requirements for the preparation and sale of food.

B. All sidewalk vendors shall comply with the terms and conditions of the sidewalk vending permit and shall not sell any food or merchandise that was not listed in the sidewalk vending permit application.

C. Stationary sidewalk vendors are prohibited from vending in any exclusively residential zone; however, roaming sidewalk vendors shall not be prohibited from operating in such zones.

D. In order to prevent obstructions of the public right-of-way, the total display area footprint of the cart, including the cart itself and any accompanying display, signage, or related items shall not exceed a length of 72 inches, a width of 54 inches, or a height, including roof, awning, or canopy, of 78 inches.

E. In order to prevent obstructions of the public right-of-way, no sidewalk vendor shall set up or allow use of an additional structure, including a table, crate, carton, or rack, to increase the selling display capacity of the cart unless such item explicitly is allowed in the sidewalk vending permit obtained by the sidewalk vendor.

F. In order to preserve sanitary conditions in all public rights-of-way, all sidewalk vendors shall provide a trash receptacle for customers and must ensure proper disposal of customer and vendor trash. The trash receptacle must be large enough to accommodate customer trash without resort to existing city trash receptacle located on any block used by the general public. A sidewalk vendor may not dispose of customer trash in existing trash receptacles on sidewalks.

G. In order to prevent damage to public property and prevent obstructions of the public right-of-way, no cart may be chained or fastened to any pole, sign, tree, or other object in the public right-of-way.

H. In order to preserve the safety of the public, and prevent misuse of carts, no cart may be left unattended at any time. Carts left unattended on the public right-of-way will be immediately removed by the city for safe keeping and a notice of removal will be posted in the area with instructions on how to reclaim the cart. Any perishables on the cart will be discarded after removal.

I. In order to preserve the safety of the public, to prevent misuse of carts, and to prevent obstructions of the public right-of-way, no cart may be stored, parked, or left overnight on any public street or right-of-way, or within a public park or other public property.

J. In order to preserve the safety of vehicular travels, no sidewalk vendor may solicit business from or conduct business with a person in motor vehicles.

K. In order to preserve the safety of vehicular travelers and pedestrians, and preserve public peace and welfare, no cart may be outfitted with any equipment, signage, or mechanism that endangers or detracts from the health, safety, or welfare of the public by causing an excessive distraction to motorists or interfering with nearby residences, business, or pedestrians, including but not limited to, sound amplification, flashing lights, smoke, steam, bubbles, gas-powered generators, or excessive fumes.

L. In order to preserve the peace, safety, and tranquility a sidewalk vendor may operate a stationary sidewalk receptacle only in an authorized commercial, mixed use or industrial zone.

M. In order to preserve the peace, safety, and tranquility, roaming sidewalk vendors may only operate between the hours of sunrise to sunset in exclusively residential zones and all sidewalk vendors may only operate in all other allowed zoning districts consistent with the operating hours of restaurants and business hours on the same street.

N. In order to preserve sanitary operations a sidewalk vendor shall have the means to access adequate restroom facilities identified within their roaming routes or stationary locations.

O. In order to prevent obstructions of the public right-of-way, all signage related to the vending operation shall be affixed to the cart, or otherwise, shall be in compliance with the zoning code.

P. Sidewalk vendors must at all times vend in compliance with this chapter.

5.26.080 Location of Carts.

A. In order to ensure access to public rights-of-way by pedestrians and emergency personnel, and avoid interference with vehicular traffic, certified farmers' market, swap meets, and City-permitted special events, sidewalk vendors shall not operate in the following areas of the public right-of-way:

1. Any area other than a public sidewalk or pedestrian path.
2. Within 15 feet of a marked crosswalk.
3. Within 5 feet of the curb return.
4. Within 15 feet of any fire hydrant, fire call box, or other emergency facility.

5. Within 200 feet of a Police or Fire Station.
6. Within 10 feet of an entrance to or emergency exit of any building or business during the hours that the building or business is open to the public.
7. Within 15 feet of a transit stop.
8. Adjacent to any designated or marked loading zone or bus zone.
9. Within 15 feet of the outer edge of a driveway or driveway apron.
10. Any location that would impede entering or exiting a parked vehicle.
11. Any location that impedes the flow of pedestrian traffic by reducing the clear space to less than 4 feet or impedes access to or the use of abutting property, including, but not limited to, residences and places of business.
12. Within 100 feet in any direction of the nearest vendor or concessionaire participating in a certified farmers' market or swap meet.
13. Within 15 feet of an outdoor dining or patio dining area;
14. Where placement impedes the flow of pedestrian traffic to less than that required by the Americans with Disabilities Act and other relevant standards for accessibility, or impedes access to or the use of abutting property, including but not limited to, residences and places of business;
15. Within 100 feet of a City-permitted special event, including, but not limited to, parades, concerts, and movie filmings, unless vendor has received a permit to vend as part of the event. For moving events, vending shall be prohibited within 100 feet of any portion of the approved event route. For stationary events, vending shall be prohibited within 100 feet of the parcel boundary for the location of the event.
16. Within 500 feet of any public, charter, or private school grounds between the hours of 7:00 a.m. and 4:00 p.m. on school days, and during any other time when in use and creating high vehicular traffic, such as uses for major sporting events.
17. Upon or within any roadway, median strip, bike lane, dividing section, or landscape areas.
18. Any public sidewalk location when the straight path would not allow for 48 inches, or as the law updates, of clear width walking space of any sidewalk to be in compliance with Americans with Disabilities Act (ADA) regulations.
19. Any public sidewalk where there is a 180 degree turn path from sidewalk ramps and corner curbs when the location would not allow for 42 inches approaching the turn, 48 inches at the turn, and 42 inches leaving the turn, or as law updates, or clear width walking space of any sidewalk to be in compliance with ADA regulations.

5.26.090 Special Requirements for the Sale of Food.

A. All sidewalk vendors that prepare or sell food must be in compliance with all county and state permitting and licensing requirements for the preparation and sale of food.

5.26.100 Exceptions.

A. This chapter shall not apply to the following activities and businesses:

1. Seasonal temporary holiday sales, such as a pumpkin patch or Christmas tree sales and other similar activities for which a conditional use permit or Special Event Permit has been issued.

2. Fireworks sales.

3. Yard sales operated during daylight hours, conducted in accordance with RMC 5.30.030.

4. Vending attendant to a permitted temporary circus or carnival activities.

5. Mobile health or veterinary clinics.

6. Fundraising activities conducted by organizations exempt from the business operations tax.

7. Lemonade stands, or similar enterprises operated solely by persons under the age of 16.

B. Nothing in this section relieves persons engaged in the exempted activities or businesses from obtaining any other permit or license required by law, or from conducting the exempted activities or businesses in compliance with the law.

5.26.110 Penalties.

A. For the purposes of this Section, "sidewalk vending program" refers to the provisions of Sections 5.26.070 through 5.26.090 and the requirement to obtain a sidewalk vending permit.

1. A violation of any provision in Sections 5.26.070 through 5.26.090 may only be punishable by the following:

a. An administrative fine not exceeding one hundred dollars ($100) for a first violation.

b. An administrative fine not exceeding two hundred fifty dollars ($250) for a second violation within one year of the first violation.

c. An administrative fine not exceeding five hundred dollars ($500) for each violation within one year of the first violation.

d. Rescission of the sidewalk vendor's permit for the term of that permit upon the third or subsequent violations.

2. Vending without a sidewalk vending permit may be punishable by the following:

a. An administrative fine not exceeding two hundred fifty dollars ($250) for a first violation.

b. An administrative fine not exceeding five hundred dollars ($500) for a second violation within one year of the first violation.

c. An administrative fine not exceeding one thousand dollars ($1,000) for each violation within one year of the first violation.

3. Upon proof of a valid sidewalk vending permit, an administrative citation imposed under Section 5.26.110(A)(2) shall be reduced to the respective administrative fine set forth in Section 5.26.110(A)(1).

4. No other fines, fees, assessments, or financial conditions shall be imposed for violation of the sidewalk vending program other than those imposed in Section 25.26.110(A)(1) and (2).

5. Notwithstanding any other provision of this code, neither a violation of the sidewalk vending program as codified in Sections 5.26.070 through 5.26.090 nor a failure to pay an administrative fine, imposed by Section 5.26.110(A)(1) or (2) shall be punishable as an infraction or misdemeanor.

6. Any person who receives an administrative fine under Section 5.26.110(A)(1) or (2) shall have a right to request an ability-to-pay determination.

   a.The City shall give any such person written notice of his or her right to request an ability-to-pay determination as well as instructions and other materials for requesting an ability-to-pay determination at the time that the administrative fine citation is issued.

   b. A right-to-pay determination may be requested at any time following the issuance of the administrative fine citation until the fine is paid, including when payment of the fine is delinquent or has been referred to a collection program.

   c. Upon receipt of a request for an ability-to-pay determination, the City Manager or his or her designee shall determine whether such person meets the criteria described in subdivision (a) or (b) of Section 68632 of the Government Code. The determination of the City Manager or his or her designee shall be final.

   d. If the person meets the criteria described in subdivision (a) or (b) of Section 68632 of the Government Code, the City shall reduce the fine to twenty percent (20%) of the amount of the fine originally imposed.

7. The City Manager may, in his or her discretion, allow a person who receives an administrative fine under Section 5.26.110(A)(1) or (2) to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

8. Nothing in the Chapter shall be construed to limit the City's ability to enforce, or remedies for enforcing, laws of general applicability or other provisions of this code against sidewalk vendors, or take any other enforcement actions against sidewalk vendors that are not prohibited by state or federal law, or which are allowed by this code.

5.26.120 Denials, Suspension or Revocation of Sidewalk Vending Permit.

A. Any sidewalk vending permit issued under this chapter may be suspended or revoked for any of the following reasons:

   1. Fraud or misrepresentation of the application for the street and sidewalk vending permit;

   2. Fraud or misrepresentation of the course of conducting the business or vending;

   3. Conducting the business or vending contrary to the conditions of the sidewalk vending permit;

   4. Conducting the business or vending in such a manner as to create a public nuisance or constitute a danger to the public health, safety and welfare;

   5. The City may revoke or suspend any sidewalk vending permit issued to a sidewalk vendor for the term of that sidewalk vending permit upon the third or subsequent violations.

B. On suspension or revocation, the City shall deliver written notice to the sidewalk vending permit holder stating the action taken and the reason for the supporting action. The written notice shall be delivered to the sidewalk vending permit holder's place of business or mailed to the last known address provided on the permit application.

5.26.130 Appeals

(1) Penalties may be appealed by filing a written notice to appeal to the City Clerk per Title 1, Article III of the Rocklin Municipal Code.

(2) Sidewalk vending permit application denials, and sidewalk vending permit suspension or revocation may be appealed per Rocklin Municipal Code Title 5, Chapter 5.01 – Appeals Procedures.

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15061(b)(3) of the California Code or Regulations Title 14, Division 6, Chapter 3 ("CEQA Guidelines"), because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and there is no possibility the activity in question may have a significant effect on the environment.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 8. Publication. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so, directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on September 12, 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 September 26, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

First Reading:
Second Reading:
Effective Date:

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Urgency Ordinance and Regular Ordinance Prohibiting Syringe Exchange Programs

Date: September 12, 2023

Submitted By: Rustin Banks, Police Chief

Department: City Manager's Office

Recommendation:

A. Adopt an Urgency Ordinance of the City Council of the City of Rocklin adding Chapter 5.46 to Title 5 of the Rocklin Municipal Code prohibiting syringe exchange programs from operating in the City of Rocklin, and Finding and Determining that the Urgency Ordinance is not subject to the California Environmental Quality Act pursuant to the CEQA Guidelines Sections 15061(b)(3), and 15378.
B. Introduce, waive full reading, and read by title only an Ordinance of the City Council of the City of Rocklin adding Chapter 5.46 to Title 5 of the Rocklin Municipal Code prohibiting syringe exchange programs from operating in the City of Rocklin, and Finding and Determining that the Ordinance is not subject to the California Environmental Quality Act pursuant to the CEQA Guidelines Sections 15061(b)(3), and 15378.

Background:

In August 2023, the Rocklin Police Department received a notification concerning an application received by the California Department of Public Health, Office of AIDS (CDPH/OA) seeking authorization to establish a Syringe Service Program (SSP) within a proposed service area, which includes the City of Rocklin. The application is included as Attachment 4.

The California Department of Public Health (CDPH) is authorized by California Health and Safety Code section 121349 et seq. to approve syringe exchange programs (SEPs) to provide sterile syringes and collect used syringes for people who inject drugs. An SEP may be authorized to operate by a county, city government, or the CDPH. According to the CDPH, there are more than fifty SEPs operating in California.

Any SEP authorized by CDPH to operate in a city must comply with applicable local ordinances. No provision of the Rocklin Municipal Code specifically addresses SEPs. Absent sufficient local regulation, a SEP may operate anywhere and have greater negative impacts on the public health, safety, and welfare.

California Government Code section 36937(b) authorizes the City Council to adopt by a four-fifths vote an urgency ordinance for the immediate preservation of the public peace, health, or safety. The City has police power, as granted broadly under Article XI, Section 7 of the California Constitution, to enact and enforce ordinances and regulations for the public peace, health and welfare of the City and its residents.

Upon review of the application and proposal submitted to CDPH/OA by Safer Alternatives though Networking & Education (SANE), there are several concerns with the planned operation for the proposed SSP. The proposed SSP would offer home delivery and pickup of needles the same or next business day. The CDPH applicant SANE proposes that it will distribute 200,000 syringes annually to the southwest portion of Placer County between Lincoln and Auburn, including within the cities of Rocklin, Auburn, Lincoln, and Roseville, and the Town of Loomis. The syringes will go to an expected 400 participants, or up to roughly 500 syringes per participant. CDPH determined that SANE's application met the baseline requirements and circulated the application for public comment. The City of Rocklin submitted a comment letter to CDPH voicing the City's concerns about the proposed SANE application (Attachment 3).

The public comment period will close on September 21, and CDPH may issue a decision on the application any time after the close of the public comment.

The SANE application could create a situation where needles are not disposed of properly and it is unclear the location and timing of the distribution of the syringes within the City. The applicant proposes providing services without sufficiently demonstrated safety procedures and protocols. City staff is concerned that the proposed program has not been adequately coordinated with other agencies and entities and without sufficient outreach to local neighborhood associations and interest groups within the City of Rocklin.

SANE proposes home delivery and pick-up in the southwest areas of Placer County; no further West than Lincoln, and no further East than Auburn, Tuesday-Saturday from 3:00pm-10:00pm. This being said, the application is primarily focused on addressing the needs of the unhoused within the proposed area of operation. The proposal is unclear on how the applicant will provide "home delivery" or arrange for those who are unhoused. Many of Placer County's unhoused residents do not have access to transportation. Not having transportation to the applicant's fixed location eliminates the "pick-up" method for majority, if not all, of the County's unhoused residents. The home delivery, pick-up, and collection points appear to be lacking in a thoughtful approach to addressing the actual concerns of the very at-risk group the applicant indicates they are trying to help. The applicant does not address the concern of deliveries occurring in public spaces, such as parks, areas around schools, and other areas open to the public nor any measures to mitigate these concerns.

The applicant has not done their own due diligence to research the effected entities in which they were proposing to operate. There has been no community outreach on the part of the applicant prior to the proposal, which, more than likely, would have provided the applicant with community feedback and objection. The proposal lacks significant details on such an important and, more than likely, a potentially challenging program within the City of Rocklin.

Although State law requires that used syringes be transported to a collection center in containers and prohibits the loose disposal of home-generated syringe waste in trash or recycling containers, people continue to dispose of contaminated syringes in manners that

increases the risk that others will come into contact with them. Syringe and needle waste represents a potential public health hazard for children, adults, and public employees through unnecessary exposure and risk of injury due to improper disposal of syringes. Improper disposal of used hypodermic syringes and needles has been documented in parks, roads, sidewalks, trails, and private property in Rocklin.

Since 2015, licensed pharmacies throughout California have been authorized to sell syringes to adults without a prescription with no limits on the number of syringes that may be sold. California law allows adults to purchase and possess an unlimited number of syringes for personal use when acquired from a pharmacy, physician or authorized SEP. Residents who require syringe exchange services for medical purposes are currently able to acquire these services at pharmacies and hospitals, which provide new syringes and the proper disposal of used syringes. This would not change with the adoption of an ordinance prohibiting SEPs.

In order to address the immediate risk posed by not having a prohibition on such SEPs, the Urgency Ordinance (Attachment 1) is provided to create an immediate prohibition on SEPs. The Urgency Ordinance would be effective immediately upon adoption. A non-urgency version of the Ordinance is also presented (Attachment 2) for introduction, with second reading and adoption required at a future meeting. The non-urgency Ordinance would take effect thirty (30) days after adoption. Approval of the ordinances would result in a complete prohibition in the City of Rocklin. A prohibition would provide additional time to monitor jurisdictions in California that permit and regulate SEPs for regulatory best practices and improvements in business practices by SEP operators with a longer track record.

The proposed ordinance is similar to ordinances prohibiting SEPs which are being considered by the City of Auburn on September 11, 2023, and by the County of Placer on September 12, 2023. The City of Lincoln will also discuss this matter on September 12. The proposed ordinance includes language stating that the prohibition would not apply if it is determined to be in conflict with any state or federal laws.

Environmental Analysis:

The proposed ordinances are not subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Fiscal Impact:

There is no direct fiscal impact to the staff recommendation.

ATTACHMENTS:

1. Urgency Ordinance
2. Ordinance
3. City of Rocklin Comment Letter
4. Safer Alternatives through Networking & Education (SANE) Syringe Services Program Application

ORDINANCE NO.

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADDING CHAPTER 5.46 TO TITLE 5 OF THE ROCKLIN MUNICIPAL CODE PROHIBITING SYRINGE EXCHANGE PROGRAMS FROM OPERATING IN THE CITY OF ROCKLIN

WHEREAS, according to the California Department of Public Health, there are more than fifty Syringe Exchange Programs defined in California Health and Safety Code Section 121349 et seq. (SEPs), operating in California that provide sterile syringes to, and collect used syringes from, people who inject drugs; and

WHEREAS, California Health and Safety Code Section 121349 et seq. provides that a SEP may be authorized to operate by a county, city government, or the California Department of Public Health (CDPH); and

WHEREAS, since 2015, licensed pharmacies throughout California have been authorized to sell syringes to adults without a prescription with no limits on the number of syringes that may be sold; and

WHEREAS, California law allows adults to purchase and possess an unlimited number of syringes for personal use when acquired from a pharmacy, physician, or authorized SEP; and

WHEREAS, any SEP authorized by CDPH to operate in a city must comply with applicable local ordinances; and

WHEREAS, California law does not explicitly require the City to authorize the establishment and/or operation of SEPs; and

WHEREAS, no provision of the Rocklin Municipal Code specifically addresses SEPs; and

WHEREAS, absent sufficient local regulation, a SEP may operate anywhere and have greater negative impacts on the public health and welfare; and

WHEREAS, although State law require that used syringes be transported to a collection center in containers, and prohibits the loose disposal of syringe waste in trash or recycling containers, people continue to dispose of contaminated syringes improperly which increases the risk that others will come into contact with them; and

WHEREAS, the improper collection and disposal of used hypodermic needles and syringes occurs in parks, roads, sidewalks, trails, and public and private property; and

WHEREAS, syringe and needle waste represent a potential public health hazard for children, adults, and public employees, including staff in the Police, Fire, Code Enforcement, Community Development, Parks and Recreation, and Public Services Departments through

unnecessary exposure and risk of injury due to improper disposal of syringes, which presents an imminent threat to, the health, property, safety and welfare of the public; and

WHEREAS, pursuant to the City's police power, as granted by Article XI, Section 7 of the California Constitution, the City Council of the City of Rocklin has the authority to enact and enforce ordinances and regulations for the public peace, health and welfare of the City and its residents; and

WHEREAS, Government Code Section 38771 authorizes a City, through its legislative body, to declare actions and activities that constitute a public nuisance; and

WHEREAS, the City desires to exercise its local power and authority to prohibit SEPs from operating within the City of Rocklin; and

WHEREAS, the California Government Code 36937 (b) permits a local governing body to enact an urgency ordinance that takes effect immediately upon adoption for the immediate preservation of the public peace, health or safety, if passed by a four-fifths vote of the City Council; and

WHEREAS, based on the findings above, the City Council has determined that there exists a threat to public health, safety and welfare if the City does not add Chapter 5.46 to the Rocklin Municipal Code prohibiting SEPs from being established and existing in Rocklin.

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

Section 1. Findings. The findings and recitals set forth above are true and correct.

Section 2. Purpose. The purpose of this urgency ordinance is to add Chapter 5.46 to Title 5 Rocklin Municipal Code to prohibit Syringe Exchange Programs in the City of Rocklin.

Section 3. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 4. Amendment. Chapter 5.46 (Syringe Exchange Programs Prohibited) is hereby added to Title 5 of the Rocklin Municipal Code as follows:

Section 5.46.01 Purpose and Intent

The purpose and intent of this section is to prohibit Syringe Exchange Programs from operating in the City of Rocklin in order to protect the public from the health and safety risks associated with such programs and with the improper disposal of syringes, needles and related waste. For purposes of this section, "Syringe Exchange Program" means a program operating within the jurisdictional boundaries of the City of Rocklin that acts as a point of access to health

education and care for people who inject drugs, where hypodermic needles and/or syringes are dispensed, or where used syringes are collected pursuant to the authority of Chapter 18 of Part 4 of Division 105 of the California Health and Safety Code, or successor section or chapter thereof, such that persons participating in and/or operating such programs are exempt from criminal prosecution for acts related to the possession of needles and/or syringes.

Section 5.46.02 Syringe Exchange Programs Prohibited

It shall be unlawful and a public nuisance for any person to create, establish, operate, conduct, or participate in a syringe exchange program, as defined by Health and Safety Code Section 121349, et seq.

Section 5.46.03 Penalty

Any violation of this section may be enforced by the City, the City's Police Department or an enforcement officer in accordance with the procedures set forth under state law or city ordinances, including imposition of administrative citations pursuant to Chapter 1.14 of the Municipal Code.

Section 5.43.04 Conformance to Law

The provisions of this section shall be interpreted in accordance with otherwise applicable state and federal law(s) and will not apply if determined by the City to be in violation of any such law(s).

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 7. Effective Date. This ordinance shall take effect immediately upon its adoption by a four-fifths vote of the City Council.

Section 8. Urgency Findings. The City Council finds the passage of this ordinance as an urgency ordinance is required for the immediate preservation of the public peace, health, and safety. Specifically, the City Council finds each change made under this Urgency Ordinance is necessary to preserve the public peace, health and safety for the reasons including, but not

limited to, the following: to prevent hypodermic needle litter, injuries due to exposure to improperly disposed hypodermic needles, provision of drug paraphernalia to minors, and criminal behavior dangerous to the health, safety, and welfare of the City's residents, business, and employees.

Section 9. Certification. The City Clerk shall certify to the passage and adoption of this Urgency Ordinance and shall give notice of its adoption as required by law.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

Effective Date:

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADDING CHAPTER 5.46 TO TITLE 5 OF THE ROCKLIN MUNICIPAL CODE PROHIBITING SYRINGE EXCHANGE PROGRAMS FROM OPERATING IN THE CITY OF ROCKLIN

WHEREAS, according to the California Department of Public Health, there are more than fifty Syringe Exchange Programs defined in California Health and Safety Code Section 121349 et seq. (SEPs), operating in California that provide sterile syringes to, and collect used syringes from, people who inject drugs; and

WHEREAS, California Health and Safety Code Section 121349 et seq. provides that a SEP may be authorized to operate by a county, city government, or the California Department of Public Health (CDPH); and

WHEREAS, since 2015, licensed pharmacies throughout California have been authorized to sell syringes to adults without a prescription with no limits on the number of syringes that may be sold; and

WHEREAS, California law allows adults to purchase and possess an unlimited number of syringes for personal use when acquired from a pharmacy, physician, or authorized SEP; and

WHEREAS, any SEP authorized by CDPH to operate in a city must comply with applicable local ordinances; and

WHEREAS, California law does not explicitly require the City to authorize the establishment and/or operation of SEPs; and

WHEREAS, no provision of the Rocklin Municipal Code specifically addresses SEPs; and

WHEREAS, absent sufficient local regulation, a SEP may operate anywhere and have greater negative impacts on the public health and welfare; and

WHEREAS, although State law require that used syringes be transported to a collection center in containers, and prohibits the loose disposal of syringe waste in trash or recycling containers, people continue to dispose of contaminated syringes improperly which increases the risk that others will come into contact with them; and

WHEREAS, the improper collection and disposal of used hypodermic needles and syringes occurs in parks, roads, sidewalks, trails, and public and private property; and

WHEREAS, syringe and needle waste represent a potential public health hazard for children, adults, and public employees, including staff in the Police, Fire, Code Enforcement, Community Development, Parks and Recreation, and Public Services Departments through

unnecessary exposure and risk of injury due to improper disposal of syringes, which presents an imminent threat to, the health, property, safety and welfare of the public; and

WHEREAS, pursuant to the City's police power, as granted by Article XI, Section 7 of the California Constitution, the City Council of the City of Rocklin has the authority to enact and enforce ordinances and regulations for the public peace, health and welfare of the City and its residents; and

WHEREAS, Government Code Section 38771 authorizes a City, through its legislative body, to declare actions and activities that constitute a public nuisance; and

WHEREAS, the City desires to exercise its local power and authority to prohibit SEPs from operating within the City of Rocklin; and

WHEREAS, based on the findings above, the City Council has determined that there exists a threat to public health, safety and welfare if the City does not add Chapter 5.46 to the Rocklin Municipal Code prohibiting SEPs from being established and existing in Rocklin.

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

Section 1. Findings. The findings and recitals set forth above are true and correct.

Section 2. Purpose. The purpose of this ordinance is to add Chapter 5.46 to Title 5 Rocklin Municipal Code to prohibit Syringe Exchange Programs in the City of Rocklin.

Section 3. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 4. Amendment. Chapter 5.46 (Syringe Exchange Programs Prohibited) is hereby added to Title 5 of the Rocklin Municipal Code as follows:

Section 5.46.01 Purpose and Intent

The purpose and intent of this section is to prohibit Syringe Exchange Programs from operating in the City of Rocklin in order to protect the public from the health and safety risks associated with such programs and with the improper disposal of syringes, needles and related waste. For purposes of this section, "Syringe Exchange Program" means a program operating within the jurisdictional boundaries of the City of Rocklin that acts as a point of access to health education and care for people who inject drugs, where hypodermic needles and/or syringes are dispensed, or where used syringes are collected pursuant to the authority of Chapter 18 of Part 4 of Division 105 of the California Health and Safety Code, or successor section or chapter thereof,

such that persons participating in and/or operating such programs are exempt from criminal prosecution for acts related to the possession of needles and/or syringes.

Section 5.46.02 Syringe Exchange Programs Prohibited

It shall be unlawful and a public nuisance for any person to create, establish, operate, conduct, or participate in a syringe exchange program, as defined by Health and Safety Code Section 121349, et seq.

Section 5.46.03 Penalty

Any violation of this section may be enforced by the City, the City's Police Department or an enforcement officer in accordance with the procedures set forth under state law or city ordinances, including imposition of administrative citations pursuant to Chapter 1.14 of the Municipal Code.

Section 5.43.04 Conformance to Law

The provisions of this section shall be interpreted in accordance with otherwise applicable state and federal law(s) and will not apply if determined by the City to be in violation of any such law(s).

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 8. Publication. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members

voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on _____, 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 _____, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

First Reading:
Second Reading:
Effective Date:

ROCKLIN
CALIFORNIA

To: Marjorie Katz
CA Department of Public health
Office of AIDS – Harm Reduction Unit
Email: Marjorie.Katz@cdph.ca.gov

RE: City of Rocklin Comments to Safer Alternatives through Networking & Education (SANE) Syringe Services Program Application

The City of Rocklin is in receipt of the application from the Safer Alternatives through Networking & Education (SANE) to provide syringe distribution and disposal services in Placer County, with an emphasis in the South Placer region. After reviewing the application, the City of Rocklin has several response comments and is opposing this program within the city.

- According to the application, SANE anticipates distributing 200,000 syringes annually in this region as part of the program. However, this is not a needle exchange program. Participants will not be required to turn in a needle before they receive a new needle, and the needle pickup will only happen during designated hours. This could create a situation where needles are not disposed of properly. It also raises the question of where this exchange would happen. The application states it will be home-based, but does not provide information about where the unhoused population will participate. Will this be a set location every week? How will SANE ensure needles are not dropped off outside of collection times? These questions are not addressed in the application.
- These initiatives will also be undertaken without consultation from the local jurisdiction. SANE will be providing services that are otherwise provided by agencies that already work closely with the city, like our Police Department, Fire Department, and the Placer County Health and Human Services Department. Several of the other services offered are duplicative of the services offered by these agencies, and to our knowledge this duplication of service has not been discussed with any of these agencies. The need for increased case management services, naloxone distribution, and medication assisted treatment programs has not been demonstrated in the city, and this duplication of services will result in confusion for participants and inaccurate reporting for agencies.
- SANE's primary objective is to reduce the number of HIV transmissions in the region, however according to the submitted operating plan, this testing would happen on-site in Sacramento. If the target audience for this initiative is the unhoused population, then transportation to Sacramento to undergo testing is an unreasonable expectation.
- When discussing the outreach provided to local neighborhood associations, attachment A lists no neighborhood groups, community groups, nonprofits, or government agencies in Rocklin that were contacted. However, Rocklin is the second most populous City in Placer County. The

ROCKLIN
CALIFORNIA

operating plan also states the SANE is involved in the local Chamber, but there has been no indication that SANE has made those connections with the community. This failure to conduct outreach in our city is concerning.

- Some of the services that SANE is proposing could greatly benefit Rocklin residents and the unhoused community in Rocklin. However, SANE is applying a blanket approach to a problem that is truly unique in each City. A major point in the application was the 750 unhoused individuals living in Placer County. According to the 2023 Point In Time Count for Placer County, that number dropped to 709 unhoused individuals. Of these 709, 48 total reside in Rocklin. This is less than 7% of the total unhoused population. The information provided in the SANE application provides statistics for substance use disorder among the unhoused, however the statistics provided are for Placer County as a whole and not specifically for the cities this program is targeting.

There is no doubt that SANE is trying to address the problem of HIV transmission in the County, however the solution proposed does not align with the reality in the City of Rocklin. Administering a needle exchange program in the City without consultation or involvement of the Police and Fire departments opens the City and its residents up for long-lasting impacts. The City's primary responsibility is to protect its residents. This program provides solutions to problems that the application has not demonstrated exist in Rocklin. For these reasons, the City of Rocklin opposes the proposed Syringe Service Program as detailed in the SANE application.

Sincerely,

Rustin Banks, Police Chief, City of Rocklin

SYRINGE SERVICES PROGRAM (SSP)

Application Cover Page

Applicant Organization Information

Organization Name: Safer Alternatives through Networking & Education (SANE)		Telephone Number: (916) 397-2434
Proposed SSP Name *(if different from organization name above):*		
Address *(Number, Street, Suite #):* 2211 Del Paso Blvd		
City: Sacramento	County: Sacramento	ZIP Code: 95815
Mailing Address if Different From Above *(Number, Street, Suite #):* 2213 Del Paso Blvd #146		
City: Sacramento	County: Sacramento	ZIP Code: 95815
Name of SSP Administrator: Shilo Jama	Title: Executive Director	
Telephone Number: (206) 330-5777	E-Mail Address: shilo@staysafer.org	

Applicant Acknowledgement and Attestation

1.) The Applicant attests that upon Certification it will comply with state laws and regulations.

2.) The Applicant also attests that it has the capacity to begin syringe exchange services within ninety (90) days of Certification.

3.) The Applicant further acknowledges and agrees to the involvement of program participant input into program design, implementation, and evaluation. The Applicant understands that submission of an application does not constitute Certification.

Signature: Sonya Alls

Date *(mm/dd/yyyy)*: 7/31/2023

Program Information / Statement of Need

INSTRUCTIONS - For all question, put your response where it says ANSWER. Please use blue font

1. Briefly describe your organization's mission.

Safer Alternatives through Networking & Education (SANE) was established in 1993 to slow the spread of HIV among people who use drugs (PWUD). SANE is an authorized SSP in the County of Sacramento and operates a needs-based Syringe Service Program (SSP) from our office location, by mobile delivery, and through street-based outreach. Over the years, SANE's mission has expanded to encompass working to enhance the overall health and wellness of drug users through the utilization of humane, evidence-based harm reduction approaches to drug use and inherent peer-based structures and processes. SANE's program is designed to respect, value, and prioritize the involvement of PWUD in all aspects of our work, and to employ the principles of humanism, harm reduction, and respect for human rights and dignity.

2. Provide a description of the core services and any additional services that you will offer.

SANE's services include syringe and harm reduction supply distribution and disposal, distribution of condoms and safer sex supplies, overdose prevention via naloxone and fentanyl test-strip distribution and education, referrals to our Sacramento office location for HIV and Hepatitis C testing and referral for treatment, and SANE will offer a low-barrier Medicated Assisted Treatment (MAT) program through our physician, available remotely or on-site in Sacramento for rapid induction onto Buprenorphine. Services will be offered by home/location delivery in Placer County. Participants can request a discreet delivery through our designated phone line and expect a delivery same or next business day.

3. What is the estimated annual number of participants you will serve?

We expect to serve 400 participants annually.

4. What is the estimated annual number of syringes you will provide?

We estimate distributing 200,000 syringes annually.

5. What is the estimated annual number of syringes you will collect?

We estimate collecting 200,000 syringes annually. Community Health Representatives advise participants on accessing Home-Generated Sharps and Pharmaceutical Consolidation Points if they are unable to bring their waste to SANE or schedule a pick-up. Using the list generated by CDPH, SANE has highlighted the Consolidation Points for Place County and posts this information available at distribution.

6. SSP Location(s) – Provide a detailed description of the location(s) where you will offer services. A fixed location is one with a mailing address. A mobile site is an outdoor location.

Type (Fixed, Mobile, Home Delivery/Pick Up	Address or Description	Days and Times
Home Delivery / Pick-up	Delivery of SSP supplies as requested by participants located in the southwest areas of Placer County; no further West than Lincoln, and no further East than Auburn, including the cites of Lincoln, Auburn, Loomis, Rocklin, and Roseville.	Tuesday-Saturday 3:00pm-10:00pm
Choose an item.		
Choose an item.		
Choose an item.		

If you do not have enough rows, submit the information requested for the additional locations in an attachment.

7. Provide the contact name, phone number, and email for any neighborhood associations affiliated with the location(s) of your proposed SSP.

Please see Attachment A.

8. Provide a short paragraph describing your SSP that OA will use to post on our website. The name of your organization, a description of your services, the location(s), and hours of operation must be included.

Safer Alternatives thru Networking & Education (SANE) was established in 1993 to slow the spread of HIV among people who use drugs. SANE operates a needs-based Syringe Service Program (SSP) from our office location, by mobile delivery, and through street-based outreach. SANE is currently an authorized SSP serving the County of Sacramento. SANE's proposed services for Placer County include: syringe distribution and disposal, distribution of condoms and safer sex supplies, HIV and hepatitis C virus (HCV) testing, education and referrals, overdose prevention via naloxone distribution and education, prevention and treatment of skin and soft tissue infections, and basic first aid. SANE also offers a free, low-barrier MAT program through two telehealth physicians on-site in Sacramento.

SANE's fixed site location at 2211 Del Paso Blvd. in North Sacramento, Tuesday, Wednesday, Thursday, and Saturday from 3:00-6:00 PM. SANE is proposing home delivery and pick-up in the southwest areas of Placer County; no further West than Lincoln, and no further East than Auburn, including the cites of Lincoln, Auburn, Loomis, Rocklin, and Roseville, Tuesday-Saturday from 3:00pm-10:00pm.

9. Needs Statement – Why does your community need harm reduction services? Please use data to describe the needs in your community that your program will serve.

According to the 2022 bi-annual homeless Point-in-Time Count report, the total number of homeless and precariously sheltered (motel, friends, couch surfing) individuals in Placer County was 750. Of those, 408 were unsheltered (homeless encampments, vehicles, doorways, under bridges, outside.) Thirty-seven percent self-reported substance use disorder as an issue (n=275). According to CDPH/OA 2020 data:

- Sixteen percent of all those living with HIV in Placer County (n=16) reported injection drug use as the mode of transmission. The state average is 12 percent.
- From 2018 through 2020, there were 42 individuals newly diagnosed with HIV in Placer County. Of those, 11 percent (n=5) reported injection drug use as a risk for transmission.

SANE offers delivery of HIV self-tests and will be incentivizing on-site HIV and HCV testing in 2023. Knowing one's status is a key tool for reducing disease transmission, and we have seen these testing strategies increase testing among our participants.

According to CDPH's drug overdose surveillance data:

- The average opioid overdose death rate (10.06/100k) was lower than the state average during 2019-2021 (12.74/100K) but increased 65 percent in that same time period.
- The average Fentanyl-related overdose death rate (6.04/100k) was lower than the state average during 2019-2021 (9.37100K) and increased 400 percent in that same time period.

SANE's mission is to reduce harms to persons using drugs, including those who are consuming fentanyl. Distribution of fentanyl test strips, and Naloxone with direct training on how to respond to overdose, both services are invaluable in reducing death from overdose.

Operating Plan

Each applicant must submit an Operating Plan. The Operating Plan must include policies and procedures for each of the following aspects of program operations:

I. Service Delivery
II. Syringe Dispensing
III. Syringe Collection and Disposal
IV. Needlestick Injury Prevention and Response
V. Data Collection and Program Evaluation
VI. Community Relations

Instructions – for the table, click on a box to check or uncheck. For all other question, put your response where it says ANSWER. Please use blue font

I. Service Delivery

a) For each of the services listed in the table below, check off if you will provide the service directly or if you will refer participants to community partners ("via referral").

Substance use disorder treatment services	Directly	☒	Via Referral	☐
HIV or hepatitis screening	Directly	☒	Via Referral	☐
Hepatitis A and hepatitis B vaccination	Directly	☐	Via Referral	☒
Screening for sexually transmitted infections	Directly	☐	Via Referral	☒
Housing services for the homeless, victims of domestic violence, or other similar housing services	Directly	☐	Via Referral	☒
Distribution of condoms	Directly	☒	Via Referral	☐
Risk reduction education	Directly	☒	Via Referral	☐
HIV and viral hepatitis prevention education, including the provision of supplies for safer sex practices (must be provided directly)	Directly	☒		

b) For each service you marked as provided directly by your agency in the question above, please provide a short description of how you will deliver those direct services.

In addition to our core SSP, SANE offers other direct services and referrals to promote improved health outcomes for participants. SANE's Medication Assistance Program (MAP) is a free, low barrier Medication Assisted Treatment program for Opiate Use Disorder. Individuals enrolled in this program will be set up with one of our staff physicians for screening and treatment-plan and will continue to see him regularly at our office or through telehealth. SANE's MAP includes access to a Patient Navigator to help coordinate referrals, ensure procurement of MAT medications, as well as for basic needs and recovery support.

SANE understands the importance of preventative and regular healthcare, especially for PWUD. SANE will provide on-site rapid HIV and HCV screening and counseling under the direction of our staff physician at our Sacramento location. All persons we serve in Placer will be

referred to this location, if it is convenient for them. Referrals for HIV/HCV treatment, as well as for hepatitis A and B vaccines, and STD screening and treatment will be made to community providers in Placer County, and SANE outreach staff will be available to help link participants to the specific care they need, depending on location and insurance coverage. For local healthcare needs, SANE's Community Health Representatives (CHRs) will connect folks to Western Sierra Medical Clinic.

Safer-sex education and training are offered at each participant encounter. Supplies distributed include internal and external condoms, personal lubrication, and written educational material, which includes info and resources for PreP and routine sexual health. SANE advocates for the health and well-being of people who work in the sex-industry (PWSI) and strives to create a safe-space for people to have access to safer-sex supplies, advocacy, and support.

SANE is committed to serving those experiencing homelessness and we offer designated homeless outreach hours for this population in Sacramento County. When a participant requests housing assistance in Placer County, CHR's will help persons call Placer County's Homeless Resource Helpline to identify available assistance. If unhoused individuals need immediate shelter, or if an individual needs shelter or support for a Domestic Violence situation, CHR's will work with that individual to find an appropriate & available solution. All participants are given SANE's contact information, including CHR's designated outreach phone number, for guidance with their immediate needs and concerns.

Providing the community and our participants with risk-reduction education is a vital part of our service organization. We continuously seek out and are involved in research to understand and make accessible methods of using drugs that are shown to reduce harm. We provide training for safe-injection practices, disease-prevention, recognition & response to drug-related overdoses, "never use alone" strategies, safer-smoking as an alternative to injection, and basic first aid for skin and soft tissue infections.

II. Syringe Dispensing

Describe how the program will provide supplies, including syringes, to program participants. Your answer to this question must include the following:

a) A description of how you will dispense supplies. Design your policies and procedures to meet the needs of participants and support the use of a new, sterile syringe for each injection.

Our program is based on need (not "1 for 1") and provides participants with the essential supplies to help ensure syringes are never reused or shared. Based on the participants' needs, SANE collects used sharps and sharps waste and then distributes boxed sterile syringes that are placed in a large brown paper bag for the privacy of the participant and to maintain a discrete transaction. SANE can offer to each program participant: Naloxone (Narcan) with overdose prevention education, sterile syringes, sterile cookers, cottons, tourniquets, alcohol swabs, sterile water, basic first aid supplies, biohazard containers for sharps waste, and fentanyl test strips.

b) A description of the method you will use for tracking the number of syringes dispensed.

The number of syringes distributed are recorded at each encounter using our paper *Data Tracking form*, which is part of our anonymous data collection. This occurs before any supplies

are distributed. Data from forms is transferred to digital form for electronic monitoring and evaluation.

III. Syringe Collection and Disposal

Describe how the program will collect sharps waste from program participants and how the program will dispose of sharps and other medical waste. Your answer to this question must include the following:

a) A description of how you will collect sharps waste. Your policies and procedures must be designed to maximize return of used syringes without increasing risk of needlestick injury to staff, volunteers, or program participants.

Sharps waste collection occurs *without* our staff or volunteers directly handling syringes or other sharps waste. Participants can call SANE to arrange a scheduled pick-up during delivery hours or drop off their sharps waste during office hours. If a participant returns used sharps in a container that is not a biohazard container, the entire container will be placed into an approved biohazard bin. Approved containers are securely closed by participants while a CHR monitors, picked up by gloved CHR and placed in designated space in a vehicle or marked, gated, and locked location at the office site. Containers are not to be overfilled, must always be stored upright, and small containers are put in larger containers that are also biohazard waste-approved. CHRs provide ongoing education to participants on safety protocol, safe-handling, proper storage, and disposal, and new containers are offered at each client encounter. Syringe refuse found on ground or in the community are collected with trash picker-tool, and in all exchanges staff and volunteers wear disposable gloves and appropriate Personal Protective Equipment.

Sharps waste-disposal education is part of the new-hire and volunteer training for SANE. Experienced staff will provide hands-on, one-on-one training that includes reading the written policy regarding sharps waste disposal and modeling the correct procedure. Program supervisors will consistently evaluate CHRs on their adherence to the procedure, and bi-annual meetings that review the training and State law will be mandatory of all staff and volunteers. Part of this procedure includes training of *Home-Generated Sharps and Pharmaceutical Consolidation Points*. CHR's advise participants on accessing this resource if they are unable to bring their waste to SANE or schedule a pick-up. Using the list generated by CDPH, SANE has highlighted the Consolidation Points for Placer and surrounding counties and posts this information in-office and makes copies available for distribution.

b) A description of the method you will use to track the number of syringes returned. Your policies and procedures must eliminate direct handling of sharps waste and must not interfere with service provision.

As a matter of safety for staff, volunteers, and participants, we do not attempt to count each used syringe returned to the SSP but estimate number input in *Data Tracking Form* based on the size of the sharps container being returned. We have a contract with Biomedical Waste Disposal to dispose of syringes safely and legally each month, consistent with state law and best practices. Our budget for syringe waste disposal in 2021 was $6,110 and was paid through CDPH and the California Office of AIDS Harm Reduction Clearinghouse.

c) A description of how staff and volunteers receive sharps waste disposal education. Programs must ensure that staff, volunteers, and participants are familiar with state law regulating proper disposal of home-generated sharps waste as referenced in Health and Safety Code Section 118286.

Sharps waste disposal education is part of the new-hire and volunteer training for SANE. Experienced staff will provide hands-on, one-on-one training that includes reading the written policy regarding sharps waste disposal and modeling the correct procedure. Program supervisors will consistently evaluate CHRs on their adherence to the procedure, and bi-annual meetings that review the training and State law will be mandatory for all staff and volunteers. Part of this procedure includes training in *Home-Generated Sharps and Pharmaceutical Consolidation Points*. CHR's educate participants on accessing this resource if they are unable to bring their waste to SANE or schedule a pick-up. Using the list generated by CDPH, SANE has highlighted the Consolidation Points for Placer and surrounding counties and posts this information in-office and makes copies available for distribution.

III. **Needlestick Injury Protocol**

Describe ways you will prevent accidental needlestick injury and what steps you will follow if an accidental needlestick injury occurs. Your answer to this question must include the following:

a) A description of your policies and procedures that eliminate the direct handling of used syringes and sharps waste.

SANE staff are trained in proper handling of sharps waste at their initial hire and as part of our continuing education & training sessions, annual policy reviews. SANE's policy states that sharps waste and used syringes will only be accepted in proper biohazard containers. If the client does not have one, SANE will provide one and the participant will be instructed on how to safely transfer the syringes to avoid needlestick. Staff will verbally instruct participants to completely close the container lid, container will be set on ground; wearing gloves, staff member will pick up the container and place it in designated storage area. A stray syringe will be picked up with garbage picker only; staff are to never recap a syringe, nor reach into the biohazard bin. Participants are also advised to never reach into a biohazard bin or directly handle syringes not their own.

b) A description of your methods to document that staff and volunteers receive annual training on all accidental needlestick injury protocols.

The Executive Director will oversee presenting SANE's *Standard Operating Procedure,* which includes needlestick injury at each policy review which is required at beginning of employment (or start for new volunteer), and annually thereafter. This review happens one-on-one between director and staff, and the staff / volunteer must formally attest via signed document as to receiving policy training.

c) A description of your process for ensuring staff and volunteers sign a form acknowledging that they have received needlestick injury protocols training.

Staff and volunteers are required to complete and sign training documents attesting to having received relevant information to their position, including needlestick injury protocol. SANE uses the form *Standard Operating Procedure Prerequisite Training and Signature Form* which is kept in employee or volunteers' file. Form includes date of hire, date of training, date of next annual training, training received, department, position, staff-member responsible, and acknowledgement of having received training and information. Staff unwilling to adhere to training procedures will be terminated.

d) A description of the immediate and subsequent steps staff and/or volunteers will take following an accidental needlestick injury which include the requirements detailed in Cal/OSHA Title 8, Section 5193 Section (f)(3) regulations.

Our needlestick injury protocol is modeled after the current recommendations of the CDC and includes washing of the wound, seeking immediate medical attention and contacting supervisor for proper documentation. In the event of an accidental needlestick, a supervisor is to be contacted immediately, but there shall be no delay in getting to the emergency room, which is predetermined in collaboration with employee/volunteer at time of needlestick injury training. If it can be done safely, the source of injury (sharp) should be containerized and brought to hospital for sampling. SANE will be responsible for all necessary testing and post-exposure prophylaxis and will also ensure appropriate support and counseling is offered to the exposed individual.

SANE representatives will provide the involved healthcare professionals a copy of Title 8, Section 5193 Section (f)(3), and the documentation from incidents recorded in Sharps Injury Log. SANE will request a "Healthcare Professional's Written Opinion" to be provided within 15 days, which includes opinion on exposure incident and follow up treatment plan for employee.

e) A description of the use of a sharps injury log that satisfy the requirements in Cal/OSHA Title 8, Section 5193 Section (c)(2) regulations.

SANE will keep and maintain a *Sharps Injury Log* that will include all the requirements in Cal/OSHA Title 8, Section 5193 Section (c)(2) regulations, including: date and time of the exposure incident type and brand of sharp involved in the exposure incident, job position of the exposed employee, department, or work area where the exposure incident occurred, the procedure employee was performing at the time of the incident, how the incident occurred, the body part involved in the exposure incident, and the employee's opinion about whether any engineering, administrative or work practice control could have prevented the injury.

IV. Data Collection and Program Evaluation

Describe how you will collect and report data and evaluate the impact of their efforts. Your answer to this question must include the following:

a) A description of the participant confidentiality protocol which defines how you protect participant confidentiality.

SANE's participant confidentiality protocols follow the guidelines outlined in the Federal Health Insurance Portability Accountability Act (HIPAA) Privacy Law, the Confidentiality of Medical

Information Act (California Civil Code § 56 et seq.) and the Lanterman-Petris-Short Act (California Welfare & Institutions Code § 5000 et seq.) The State Information Practices Act (California Civil Code sections 1798 et seq.). These laws establish protections to preserve the confidentiality of various medical and personal information and specify that such information may not be disclosed except as authorized by law or the patient or individual. All employees of SANE receive training on HIPPA and must acknowledge and agree to follow these laws upon hiring.

b) A description of how you incorporate evaluation data into program design.

SANE collects evaluation data through regular Point in Time Surveys, *Client Satisfaction Forms*, supplemental surveys regarding program changes, and through an anonymous suggestions box located in-office. Consistent dialogue between staff and participants, and more formal discussions between participants, organizational leadership, the Board of Directors and staff, are essential to building relationships with participants. We recognize that PWUD are the experts of their lives and can offer invaluable information regarding drug supply and use trends, and public health and policy issues. SANE will continue to solicit and welcome opinion about the necessity, accessibility, and implementation of services. Our goal is to provide a safe space for participants and staff to gather to share concerns and ideas.

c) A description of how you record, at minimum, the following data elements:
   - Total number of persons served
   - Total number of syringes and needles dispensed, collected and disposed of; and
   - Total number and types of referrals made to drug treatment and other services.

SANE collects anonymous demographic information and data regarding services received at each participant encounter. Community Health Representatives record qualitative data as "notes" regarding emerging issues and trends that are obtained during client interactions. Among the measurables that SANE will provide CDPH annually include, but are not limited to:

1. Number of syringes dispensed
2. Pounds of sharps waste collected and safely destroyed
3. Number of persons enrolled in opioid treatment through SANE
4. Number of persons referred to other substance use disorder treatment and other services
5. Number of participants
6. Number of participant encounters
7. Amount (or number) of doses of naloxone distributed (including rate of reported overdose reversals and naloxone refills)

V. Community Relations

Describe how you will conduct community relations. Your answer to this question must include the following:

a) A description of how you will document positive feedback and concerns expressed by program participants, community members, and neighborhood associations.

Our relationship with the community we serve is very strong, and we are proud of the role we have played in protecting the lives, health, and dignity of program participants. Many of the participants have had traumatizing encounters with health professionals, law enforcement, bullies, and predators, and we hope to counter some of these experiences with positive interactions from our staff. Some ways in which SANE records feedback from participants are:

Client Satisfaction Forms, participant reviews on internet platforms, random "check-ins" between program manager and participants, participant surveys requesting feedback, and through messages received from our website and phone lines. Negative feedback pertaining to a particular staff member will immediately be addressed and documented, and programmatic concerns will be discussed with involved parties and resolved appropriately.

We maintain strong relationships with medical staff at UC Davis Medical Center, and with public health department staff in Sacramento County. We have connected with Placer County Public Health in regard to this application and proposed activities, and feel strongly we can have a positive working relationship. As we do with Sacramento County, we can provide Placer County with data, valuable access to the at-risk community, and reliable services and reporting. We maintain strong working relationships with the largest AIDS/HIV service organization in Sacramento County, the Sacramento CARES Foundation, as well as various professionals in substance use disorder treatment. We have completed successful public health projects with the CDC, University of Washington, the National Association of County and City Health Officials, the Substance Abuse and Mental Health Services Administration, and the CA Department of Public Health, among others.

We quickly respond to community concerns through our posted phone and email contacts, and meet with concerned neighbors, as needed. SANE leadership regularly attends local Chamber of Commerce meetings and with County Public Health in Sacramento to address community concerns, and to proactively share the benefits and intentions of our organization. SANE will have the same commitment to Placer County. SANE's Executive Director and leadership staff understand reasonable concerns and/or questions Placer County residents may have and is readily available to communicate with local leaders and citizens. We hope to work in collaboration to combat the opioid epidemics effects on local communities.

b) A description of how you will record positive interactions and adverse incidents between local law enforcement and SSP staff, volunteers and/or participants.

Staff and participants are made aware of their rights and responsibilities regarding possession of syringes, and positive police interactions are always SANE's goal. When available, an outreach worker can document police encounters and a debriefing of the encounter will occur between staff/volunteer and Director, or participant and staff member/volunteer, and next steps will be determined. SANE recognizes the role law enforcement plays in working with PWUD and strives to put the health and wellbeing of both SSP participants and the greater community first. Our shared goals to prevent overdose, control syringe litter, and get PWUD connected to services, can provide the opportunity for collaboration.

c) A description of steps the program has taken to address any reasonable concerns.

SANE is proud of its 30 years of service in Sacramento and has made a considerable impact in preventing drug overdose and limiting spread of infectious disease. As we have increased our reach in Sacramento County, we have had an increase in requests for services coming from residents of Placer County. With the notable increase in opioid deaths in Placer County, especially due to Fentanyl poisoning, we understand that an SSP operating within the County can be viewed negatively. This is why SANE intends to limit its operations to delivery only. SANE will also continue to include Naloxone/narcan and fentanyl test strips with every delivery, as well as extend our successful (and free) Medicated Assisted Treatment program to Placer participants who are ready to enter a treatment program. In addition, we will maintain

open and regular communication with Public Health, law enforcement, and other agencies and associations.

Attachment A

City of Roseville Neighborhood Associations*

Neighborhood	**Website/contact**
Maidu	https://mna.rcona.com/
Meadow Oaks	https://mona.rcona.com/
Folsom Road	https://frna.rcona.org/
Woodcreek Oaks	https://wona.rcona.org/
Blue Oaks	https://bona.rcona.org/
Fiddyment Farm	https://www.fiddymentfarm.org/
Cherry Glen	https://cgna.rcona.org/
Highland Reserve	https://hrna.rcona.org/
South Cirby	https://scna.rcona.org/
HIllcrest	https://hna.rcona.org/
Sierra Vista	https://svna.rcona.com/
Stoneridge	https://sna.rcona.org/
Westpark	https://wna.rcona.com/
Roseville Heights	https://rhna.rcona.org/
Los Cerritos	https://lcna.rcona.org/

*No other neighborhood associations for proposed service areas in Placer County were identified.

Name of Program:	Safer Alternatives through Networking and Education (SANE) - Placer

I. Personnel

Job Title	Annual Salary	FTE	Total	Brief Description	Source of Funds (In-Kind, Grant, Etc.)
Executive Director	$ 75,000.00	1.00	$75,000.00	Responsible for overseeing the administration, programs and strategic plan of the organization, fundraising, marketing, and community outreach. Oversees staff recruitment, management & training programs. Operates MAT program. Position reports directly to the Board of Directors.	Grants/Contracts
Staff Physician/MAT	$ 95,000.00	1.50	$142,500.00	Oversees Medication Assisted Treatment Program; connects with clients to generate treatment plan and prescribe appropriate medications; ensures program efficiency and HIPPA compliant setting.	Grants
Administrative	$ 41,600.00	2.00	$83,200.00	Assists with managing staff, grant writing & reporting, keeping records and licenses updated, and various administrative duties across all programs.	Grants/contracts
Operations Director	$ 41,600.00	1.00	$41,600.00	Responsible for overseeing the administration, programs and strategic plan of the organization, fundraising, marketing, and community outreach. Oversees staff recruitment, management, and training duties.	Grants
SSP Community Health Representative (CHR)	$ 40,000.00	12.00	$480,000.00	Operates SEP through office hours and mobile delivery, distributes Naloxone and offers community education related to overdose prevention, safer-sex, and safer drug-consumption. Makes referrals to MAT program.	Grants/Contracts
Accountant	$ 57,200.00	0.10	$5,720.00	Leads A/R, A/P, payroll, and tax activities	Contracts
			$0.00		
			$0.00		
			$0.00		
Total Salaries and Wages			**$828,020.00**		
Fringe Description					
Represents payroll taxes and benefits		19%			
Total Fringe		**0.5**	**$160,635.88**		
Total Personnel			**$988,655.88**		

II. Operating Expenses

Line Item	Amount	Description
Costs for sharps waste disposal	$ 7,000.00	Regular biohazard collection and disposal (Paid for by SPPH/Office of AIDS Clearinghouse)
Harm Reduction Supplies	250,000	SSP distribution supplies, including syringes
Mileage Reimburesment	8,000	CHR outreach, administrative duties
Educational Materials/printing	10,000	phamplets, fliers, intake forms
Safety Equipment	3,000	Gloves, PPE, containers
MAP Program	33,000	Costs associated with operating MAP Clinic
Vehicle leasing	24,000	Monthly van rental for water delivery to homeless
Total Operating Expenses	**$ 335,000.00**	

III. Other Cost

Line Item	Amount	Description
City/State/Banking Fees	$ 800.00	Associated with permits and business operations
Office Supplies	$ 7,000.00	Pens, paper, staplelers, clipboards, folders, filing cabinets, printer ink
Communications	$ 9,000.00	Phone/Internet
Website	$ 1,000.00	Development and maintenance, online activities
Rent/Occupancy	$ 35,000.00	For office location open to oublic
Storage rental/office space	$ 8,000.00	Storage space and/or admin office rental
Technology/Equipment	$ 8,000.00	Software, laptops, tablets, hotspots
Liability Insurance	$ 4,500.00	Required for operations
Fundraising/Events	$ 3,000.00	Community outreach efforts
Travel/Training/Conferences	$ 3,000.00	For professional development and collaborations
Audit/Financial Review	$ 6,000.00	To be completed in 2023
Total Indirect Costs	**$85,300.00**	

TOTAL BUDGET		**$1,408,955.88**	

V. Revenue		
Grants / Contracts / Donations		**Amount**
Grants/Contracts		**$ 1,061,289.00**
Community fundraising/Donations		**$ 5,000.00**
In-Kind - Clearinghouse		**$ 350,000.00**
TOTAL REVENUE		**$1,416,289.00**