ROCKLIN CITY COUNCIL

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

November 14, 2023
CLOSED SESSION 5:00 P.M.
REGULAR SESSION 6:00 P.M.

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. 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.

AMERICANS WITH DISABILITIES ACT

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AUDIO/VISUAL PRESENTATIONS

If making a presentation regarding an agenda item, all audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance. The City is not responsible for the compatibility or operation of non-city devices or the functionality of

non-city presentations.

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

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

CALL TO ORDER

PUBLIC COMMENT ON CLOSED SESSION

1. CLOSED SESSION

1A. Pursuant to Government Code Section 54959.9(d)(2), Conference with Legal Counsel, Anticipated Litigation, Potential Exposure to Litigation: One Case

1B. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation: Hogan v. City of Rocklin et al., Placer County Superior Court Case No. SCV0051563.

2. REPORT OUT OF CLOSED SESSION

CALL REGULAR MEETING 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 September 26, 2023 and October 10, 2023 Regular Meeting of the City Council

Recommendation: Approve the Meeting Minutes from the September 26, 2023 and October 10, 2023 Regular City Council Meeting.

2B. Resolution Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues.

2C. Placer Valley Tourism Capital Grant for Pickleball Facility at SWRA

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

2D. Boulder Ridge Park Cell Tower Generator Project

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Vertical Bridge - Boulder Ridge Park Cell Tower Generator Project).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the First Amendment to the Communications Site License Agreement (Vertical Bridge - Boulder Ridge Park Cell Tower Generator Project).

2E. Various Personnel Updates

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Adopting a Revised Temporary Positions Salary Schedule.
B. Adopt a Resolution of the City Council of the City of Rocklin Adopting a Side Letter of Agreement to the Memorandum of Understanding between the City of Rocklin and the Rocklin Firefighter's Union.
C. Adopt a Resolution of the City Council of the City of Rocklin to Approve Revised Salary Schedules for the Public Service Employees Bargaining Unit.
D. Adopt a Resolution of the City Council of the City of Rocklin Adopting the Reclassifications and Reallocations in the Parks and Recreation Department, Fire Department, and Abolishing a Classification.
E. Adopt a Resolution of the City Council of the City of Rocklin to Adopt a Salary Range and Allocation for Administrative Office Clerk; Reallocate One Senior Administrative Assistant to Administrative Office Assistant; and Adopt Revised Salary Schedules for Confidential Employees.

2F. Amendment to the Liebert Cassidy Whitmore Professional Services Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 2 to the Professional Services Agreement with Liebert Cassidy Whitmore and Authorizing the City Manager to Execute Amendment No. 2.

2G. Community Development Department Quarterly Building Report
Recommendation: Receive the Quarterly Building Report for the Quarter which ended September 30, 2023.

2H. College Park Fire Fuel Load Management Contract
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for College Park Fire Fuel Load Management to Tree Pro Tree Service, Inc. and Authorizing the City Manager to Execute an Agreement.

2I. Motorola Solutions, Inc. Maintenance and Radio Infrastructure Software Upgrade Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin to authorize the City Manager to Execute and Sign the Maintenance and Radio Infrastructure Software Upgrade Agreement with Motorola Solutions, Inc.

2J. Los Cerros Phase 1A Public Landscape Improvements Notice of Completion
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Los Cerros Phase 1A Subdivision Improvements Public Landscape (SD-2013-09), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Toll West Coast, LLC).

2K. Resolution of Intention to Order the Vacation of a Public Street - Yankee Hill Road
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Order the Vacation of a Public Street and Setting a Public Hearing Thereon (Yankee Hill Road).

2L. Uniform Services with Cintas Corporation
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a Purchase Agreement with Cintas Corporation for Uniform Services, and Authorizing the City Manager to Execute the Agreement.

2M. Vehicle Supplies/Equipment and Installation Services Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Contract for Vehicle Supplies/Equipment and Installation Services to Stommel Inc. dba LEHR Auto, and Authorizing the City Manager to Execute an Agreement.

2N. 2024 Micro-Pave Resurfacing Project
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for 2024 Micro-Pave Resurfacing to American Pavement Systems, Inc., and Authorizing the City Manager to Execute an Agreement.

2O. Reimbursement Agreement with Placer County Water Agency
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Construction Management and Reimbursement Agreement with Placer County Water Agency (PCWA) for the Midas Avenue Water Main Replacement and Resurfacing Project.

3. SPECIAL PRESENTATIONS

3A. Proclamation Recognizing November 25 as Small Business Saturday

3B. Proclamation Recognizing Global Entrepreneurship Week

3C. Proclamation Recognizing November as Placer County Art & Culture Month

4. PUBLIC HEARINGS

4A. Amend Rocklin Municipal Code, Ordinance Title 10, Chapter 10.11, Speed Limits
Recommendation: Introduce, waive the full reading and read by title only an Ordinance of the City Council of the City of Rocklin Amending Chapter 10.11, of Title 10 of the Rocklin Municipal Code Regarding Speed Limits within the City of Rocklin.

5. DISCUSSION ITEMS

5A. Point Vista - Advisory Review of Development Proposal (SC2023-0005)
Recommendation: Review, discuss, and provide input to the project applicant on a preliminary development proposal for a General Plan Amendment, Rezone, and Tentative Subdivision Map on an approximately 16-acre site located east of I-80 and south of Brace Road.

5B. Approval of the Environmental Document and Selection of the Preferred Design Alternative for Rocklin Road and Interstate 80 Interchange Project
Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Mitigated Negative Declaration of Environmental Impacts and a Mitigation Monitoring Program - Rocklin Road and Interstate 80 Interchange Project.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving Alternative 1 – A Diverging Diamond Interchange Configuration with Bicycle and Pedestrian Use Provided by a Dedicated Overcrossing of Interstate 80 – Rocklin Road and Interstate 80 Interchange Project.

6. CITY COUNCIL ACTING AS SUCCESSOR AGENCY

6A. Letter of Intent for the Proposed Sale of Successor Agency-Owned Property at 5255 Pacific Street (APN 010-170-026).
Recommendation: Adopt a Resolution of the Successor Agency of the City of Rocklin Approving a Letter of Intent for the Sale of the Former Redevelopment Agency Property.

7. FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Minutes of September 26, 2023 and October 10, 2023 Regular Meeting of the City Council

Date: November 14, 2023

Submitted By: Haley Reid, Acting City Clerk

Department: Public Services

Recommendation:
Approve the Meeting Minutes from the September 26, 2023 and October 10, 2023 Regular City Council Meeting.

ATTACHMENTS:
1. DRAFT Meeting Minutes - September 26, 2023
2. DRAFT Meeting Minutes - October 10, 2023

REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL

September 26, 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 6:03 p.m.

PLEDGE OF ALLEGIANCE
Rocklin Unified School District student Jazz Rai led the pledge of allegiance.

ROLL CALL
Councilmembers: David Bass, Jill Gayaldo, Bill Halldin, Greg Janda, Mayor Ken Broadway
Rocklin Unified School District (RUSD) Student: Jazz Rai

Mayor Broadway introduced RUSD student, Jazz Rai.

AGENDA REVIEW
None

CITIZENS ADDRESSING THE CITY COUNCIL
None

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

City Council Reports

Councilmember Halldin reported attendance at the Greater Sacramento Economic Council (GSEC) annual board meeting, Placer County Economic Development meeting, Western Placer Waste Management Authority board meeting, County and City Homeless Task Force meeting, Rocklin Chamber of Commerce Hot Chili Cool Cars event, and the Placer County Office of Education breakfast meeting.

Councilmember Gayaldo reported attendance at the Placer County Mosquito & Vector Control District board meeting, Sierra College building dedication, Sacramento Area Council of Governments (SACOG) board meeting, and the Rocklin Police Activities League cornhole tournament fundraiser.

Councilmember Bass thanked City Manager Zimmermann and City staff for taking quick action regarding graffiti at Kathy Lund Park.

Mayor Broadway reported attendance at the Rocklin Chamber of Commerce Hot Chili and Cool Cars event, Sierra College building dedication, League of California Cities annual conference, and the Rocklin Police Activities League cornhole tournament fundraiser.

City Manager Report

City Manager Zimmermann shared information regarding the upcoming city events including the Traffic Safety Committee meeting, annual Barktoberfest event, and the Maker Faire taking place at Sierra College.

2. CONSENT CALENDAR

2A. Minutes of September 12, 2023 Regular Meeting of City Council
Action: Approved the Minutes of the September 12, 2023 Regular City Council Meeting.

2B. Pulled for discussion

2C. Ordinance Prohibiting Syringe Exchange Programs (Second Reading of Ordinance)
Action: Adopted Ordinance No.1171 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.

2D. On-Call Inspection Services Contracts
Action:

A. Adopted Resolution No. 2023-147 of the City Council of the City of Rocklin Awarding the Contract for On-Call Inspection Services and Authorizing the City Manager to Execute an Agreement with Mark Thomas & Company, Inc.

B. Adopted Resolution No. 2023-148 of the City Council of the City of Rocklin Awarding the Contract for On-Call Inspection Services and Authorizing the City Manager to Execute an Agreement with UNICO Engineering Inc.

C. Adopted Resolution No. 2023-149 of the City Council of the City of Rocklin Awarding the Contract for On-Call Inspection Services and Authorizing the City Manager to Execute an Agreement with Ghirardelli Associates, Inc.

D. Adopted Resolution No. 2023-150 of the City Council of the City of Rocklin Awarding the Contract for On-Call Inspection Services and Authorizing the City Manager to execute and Agreement with Blackburn Consulting.

2E. Council Chambers Reconfiguration Notice of Completion
Action: Adopted Resolution No. 2023-151 of the City Council of the City of Rocklin Accepting the Public Work Known as Council Chambers Reconfiguration, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Building Concepts Construction).

2F. On-Call Planning Services Contract

Action: Adopted Resolution No. 2023-152 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract for Services with Interwest Consulting Group, Inc.

2G. Commemorative Tree and Bench Donation Policy Amendment

Action: Adopted Resolution No. 2023-153 of the City Council of the City of Rocklin Approving the Amended Commemorative Tree and Bench Donation Policy.

Motion to approve Consent Calendar item No. 2A and Nos. 2C-2G by Councilmember Gayaldo, seconded by Councilmember Bass. Passed by the following vote:

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

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

2B. Sidewalk Vending Regulations (Second Reading of Ordinance)

Action: Adopted Ordinance No.1169 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.

Code Enforcement Program Manager Ryan Taylor provided clarification regarding the Sidewalk Vending Regulations recommendation.

PUBLIC COMMENT:

Jerry Mitchell addressed the City Council regarding the item.

Benjamin Bjorkman addressed the City Council regarding the updated Sidewalk Vending regulations.

Motion to approve Consent Calendar item No. 2B 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. Proclamation Recognizing Parks & Recreation Director Kevin Huntzinger.

Mayor Broadway presented outgoing Parks & Recreation Director Kevin Huntzinger with a proclamation recognizing his 16 years of service to the Rocklin community.

Kevin thanked City Council, City staff, and others for their support throughout his tenure with the City of Rocklin.

City Council comments followed.

3B. Proclamation Recognizing September as Prostate Cancer Awareness Month

Mayor Broadway read a proclamation recognizing September as Prostate Cancer Awareness Month.

3C. Placer County Transportation Planning Agency (PCTPA) Current Planning and Outreach Efforts

Senior Transportation Planners Cory Peterson and Mike Costa with PCTPA shared a presentation regarding upcoming education and programming.

2. PUBLIC HEARINGS

4A. Establishment and Amendment of City Service Fees

Action:

A. Conducted a Public Hearing to Consider Testimony.

B. Adopted Ordinance No.1172 of the City Council of the City of Rocklin Repealing and Replacing Section 3.32.050 of the Rocklin Municipal Code Related to the Establishment of Service Fees.

Management Analyst Megan Bressem presented the item to City Council.

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

City Council comments and discussion followed.

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

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

4B. Temporary Sign Deposits and Abatement

Action:

A. Conducted a Public Hearing to Consider Testimony.

B. Introduced, Waived the Full Reading, and Read by Title Only, Ordinance No. 1173 of the City Council of the City of Rocklin To Amend Section 17.75.070 D. Temporary Signs of the Rocklin Municipal Code to Establish a Compliance Deposit and Sign Removal Process (Temporary Signs/ZOA2023-0004).
C. Adopted Resolution No. 2023-163 of the City Council of the City of Rocklin Adopting a Fee for the Abatement of Temporary Noncommercial Signs.

Management Analyst Elizabeth Sorg presented the item to City Council.

City Council comments and discussion followed.

Mayor Broadway opened the public hearing.

PUBLIC COMMENT:

Jerry Mitchell addressed City Council regarding the item.

Motion to approve item No. 4B by Councilmember Bass, seconded by Councilmember Gayaldo. Passed by the following vote:

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

5. DISCUSSION ITEMS

5A. Section 115 Trust for Pension

Action: Adopted Resolution 2023-154 of the City Council of the City of Rocklin Approving the Adoption of the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services (PARS).

Deputy Director of Administrative Services/City Treasurer Daniel Choe presented the item to City Council.

Rachel Sanders with PARS shared a presentation with City Council regarding the trust program.

Council comments and discussion followed.

Motion to approve Item No. 5A by Councilmember Gayaldo, seconded by Councilmember Bass. Passed by the following vote:

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

5B. Safe and Sane Fireworks – Use for Special Occasion and Increased Community Accountability

Action: Introduced, Waived the Full Reading, and Read by Title Only, Ordinance No. 1174 of the City Council of Rocklin Amending Chapter 8.24 of the Rocklin Municipal Code, Fireworks, to Modify the Prohibitions against the use of Fireworks to Allow for Exceptions for Special Occasions and to add Host Liability for Fireworks Ordinance Violations.

Motion to approve Item No. 5B by Councilmember Halldin, seconded by Councilmember Bass. Passed by the following vote:

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

6. FUTURE AGENDA ITEMS

NONE

7.CLOSED SESSION

7A. Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: City Manager

7B. Pursuant to Government Code section 54957.6: Conference with Labor Negotiators, Agency designated representatives: Mayor Broadway, Unrepresented employee: City Manager

Closed Session ended at 10:13 with nothing to report out.

ADJOURNMENT

Mayor Broadway adjourned the meeting at 10:13 p.m.

Respectfully submitted,

Haley Reid

Haley Reid, Acting City Clerk

REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL

October 10, 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 6:01 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
None.

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

Councilmember Halldin reported attendance at the Rocklin Quarry Bowl.

Councilmember Gayaldo reported attendance at the Sacramento Area Council of Government (SACOG) Transportation Committee meeting, the GFX Business Expo, the Placer Valley 2023 event, the Rocklin Fire Department Fire Prevention Week Open House, and the Roseville Chamber Annual Luncheon. Additionally, she shared information regarding upcoming events such as the Rocklin Educational Excellence Fundraiser and the Shield Game honoring fallen Rocklin Officer Matt Redding.

Vice Mayor Janda reported attendance at the Pioneer Community Energy Board meeting and the Placer County Air Pollution Control District board conference.

Mayor Broadway reported attendance at the Capitol Corridor Joint Powers Authority meeting and the Coffee with a Cop event. Additionally, he reported attendance for

Rocklin Chamber of Commerce ribbon cuttings including Quick Quack car wash, T-Bar & Fusion kitchen, and the Sierra Gateway Apartments.

City Manager Report

City Manager Aly Zimmermann highlighted upcoming City events including the final Concert at the Quarry with Ever Clear and a movie in the park. She also shared that the October 24 City Council meeting will be canceled. Additionally, she shared information regarding the City's participation in Prescription Takeback Day on October 28.

2. CONSENT CALENDAR

2A. Pulled for discussion

2B. Safe and Sane Fireworks - Use for Special Occasion and Increased Community Accountability (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1174 City Council of Rocklin Amending Chapter 8.24 of the Rocklin Municipal Code, Fireworks, to Modify the Prohibitions against the use of Fireworks to Allow for Exceptions for Special Occasions and to add Host Liability for Fireworks Ordinance Violations.

2C. Various Personnel Updates
Action:

A. Adopted Resolution No. 2023-155 of the City Council of the City of Rocklin Repealing and Replacing Resolution No. 2022-30, designating the Management Analyst from the Administrative Services Department as the City's Representative to the NCCSIF Board of Directors and Designating the Senior Management Analyst from the Administrative Services Department as the Alternate Representative.

B. Adopted Resolution No. 2023-156 of the City Council of the City of Rocklin to Approve Revised Salary Schedules for the Rocklin Police Officers' Association.

C. Adopted Resolution No. 2023-157 of the City Council of the City of Rocklin Approving the Side Letter of Agreement Between the City of Rocklin and the Rocklin Police Officers' Association.

2D. Pulled for discussion

2E. Sunset Whitney Recreation Area Building Demolition Project
Action:

A. Adopted Resolution No. 2023-159 of the City Council of the City of Rocklin Approving a Notice of Exemption (Sunset Whitney Recreation Area Building Demolition Project).

B. Adopted Resolution No. 2023-160 of the City Council of the City of Rocklin Awarding the Contract for the Sunset Whitney Recreation Area Building Demolition Project to Double B Demolition, Inc., and Authorizing the City Manager to Execute the Agreement.

Motion to approve Consent Calendar item Nos. 2B, 2C, and 2E. by Councilmember Halldin, seconded by Councilmember Gayaldo. Passed by the following vote:

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

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

2A. Temporary Sign Deposits and Abatement (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1173 of the City Council of the City of Rocklin to Amend Section 17.75.010 D. Temporary Signs of the Rocklin Municipal Code to Establish a Compliance Deposit and Sign Removal Process (Temporary Signs/ZOA2023-0004).

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

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

2D. Clover Valley Initial Phase Open Space Easement
Action: Adopted Resolution No. 2023-158 of the City Council of the City of Rocklin Authorizing the Execution of a Grant of Open Space Easement (Hillside and Bluff Protection, Oak Tree Preservation) Clover Valley Initial Phase/ (SD98-05, SD-2004-03, TRE-2004-26).

Associate Civil Engineer Lynn Toth presented the item to the City Council.

City Council comments followed.

PUBLIC COMMENT:

Tony Rakocija addressed the City Council regarding his opposition to the Clover Valley Open Space Easement.

Doug Brewer addressed the City Council regarding his opposition to the Clover Valley Open Space Easement.

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

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

3. SPECIAL PRESENTATIONS

3A. Proclamation Recognizing October 8 - 14, 2023 as Fire Prevention Week

Mayor Broadway presented Chief Williams with a proclamation recognizing October 8 – 14 as Fire Prevention Week.

3B. Proclamation Recognizing October 23 - 31, 2023 as Red Ribbon Week

Mayor Broadway presented Chief Banks with a proclamation recognizing October 23 – 31 as Red Ribbon Week.

4. PUBLIC HEARINGS

4A. Estia Modification / Design Review, DR2022-0012

Action:

A. Conducted a Public Hearing to Consider Testimony

B. Adopted Resolution No. 2023-161 of the City Council of the City of Rocklin Approving a Design Review to Modify an Approved Project (Estia Modification / DR2022-0012).

Senior Planner Nate Anderson presented to City Council.

The project applicant Chris Dickenson with Town Development shared a presentation to City Council.

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

City Council comments and discussion followed.

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

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

4B.Lonetree Apartments Phase 2 / Design Review, DR2022-0004 and Environmental, ENV2023-0007

Action:

A. Conducted a Public Hearing to Consider Testimony.

B. Adopted Resolution No. 2023-164 of the City Council of the City of Rocklin Approving a Mitigated Negative Declaration of Environmental Impacts (Lonetree Apartments Phase 2 / ENV2023-0007).

C. Adopted Resolution No. 2023-165 of the City Council of the City of Rocklin Approving a Design Review (Lonetree Apartments Phase 2 / DR2022-0004).

Senior Planner Nate Anderson presented to City Council.

The project applicant Chris Sherry with the Harper, LLC shared a presentation to City Council.

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

City Council comments and discussion followed.

Motion to approve Item No. 4B by Councilmember Halldin, seconded by Councilmember Gayaldo. Passed by the following vote:

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

5. DISCUSSION ITEMS

5A. Amendment to the City Manager Employment Agreement
Action: Adopted Resolution No. 2023-166 of the City Council of the City of Rocklin Authorizing an Amendment to the City Manager Employment Agreement with Alexandra Zimmermann.

Administrative Services Director Tameka User presented the item to City Council.

PUBLIC COMMENT:
John Hughes addressed the City Council regarding the item.

City Council comments followed.

> Motion to approve Item No. 5A by Councilmember Bass, seconded by Councilmember Halldin. Passed by the following vote:
>
> Ayes: Bass, Broadway, Gayaldo, Halldin, Janda
> Noes: NONE
> Absent: NONE
> Abstain: NONE

5B. Establishment and Amendment of City Service Fees (Second Reading of Ordinance)
Action:

> A. Adopted Ordinance No. 1172 of the City Council of the City of Rocklin Repealing and Replacing Section 3.32.050 of the Rocklin Municipal Code Related to the Establishment of Service Fees.
>
> B. Adopted Resolution 2023-167 of the City Council of the City of Rocklin Amending the Schedule of Fees for City Services (Rocklin Municipal Code Chapter 3.32) and Repealing Resolution No. 2022-208.

Management Analyst Megan Bressem presented the item to City Council.

City Council comments followed.

> Motion to approve Item No. 5B.A and 5B.B by Councilmember Bass, seconded by Vice Mayor Janda. Passed by the following vote:
>
> Ayes: Bass, Broadway, Gayaldo, Halldin, Janda
> Noes: NONE
> Absent: NONE
> Abstain: NONE

6. FUTURE AGENDA ITEMS

Councilmember Bass requested future items to encourage a teen driver safety campaign. Additionally, Councilmember Bass requested an item to explore other options to PG&E.

7. CLOSED SESSION

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

Closed Session ended at 9:43 with nothing to report.

ADJOURNMENT

Mayor Broadway adjourned the meeting at 9:45 p.m.

Respectfully submitted,

Haley Reid

Haley Reid, Acting City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Resolution Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues

Date: November 14, 2023

Submitted By: Haley Reid, Acting City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues.

Background:
The proposed Resolution (Attachment 1) urges the legislature and the Governor to stop proposing new bills until the recently adopted laws have had a chance to go into effect. Several new laws allowing accessory dwelling units (ADU) in zones that allow single-family and multi-family uses went have gone into effect in recent years. These include Assembly Bill (AB) 68, AB 881, and Senate Bill (SB 13), which explicitly prohibit local agencies from including in development standards for ADUs requirements on minimum lot sizes, among other requirements. Another example is AB 671, which also went into effect in 2020, which requires local agencies' housing elements to include a plan that incentivizes and promotes the creation of ADUs that can offer affordable rents for very low, low, or moderate income households, along with grants and other financial incentives in connection with planning, construction, and operation of affordable ADUs. All of these laws need time to see the full impacts to communities before new proposals are added onto them.

In addition, the existing housing element process establishes guidelines that communities have to adhere to in order to address their fair share of housing demand. Housing elements must be approved by the State and include significant input from residents, community members, and interested housing advocates. Enacting broad statewide regulations undermines this local, iterative process, which is currently underway.

Fiscal Impact:
There is no fiscal impact associated with the recommended action.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES

WHEREAS, the legislature of the State of California each year proposes, passes, and has signed into law a number of bills addressing a range of housing issues; and

WHEREAS, the legislature of the State of California does not allow sufficient time between each legislative cycle to determine if the legislation is successful in bringing about the change for the State of California's housing issues; and

WHEREAS, the majority of these bills usurp the authority of local jurisdictions to determine for themselves the land use policies and practices that best suit each city and its residents and instead impose mandates that do not take into account the needs and differences of jurisdictions throughout the State of California; and

WHEREAS, the ability of local jurisdictions to determine for themselves which projects require review beyond a ministerial approval; what parking requirements are appropriate for various neighborhoods within their jurisdiction; what plans and programs are suitable and practical for each community rather than having these decisions imposed upon cities without regard to the circumstances of each individual city; and what zoning should be allowed for residential properties is a matter of great importance to the City of Rocklin among other items related to local zoning and housing issues; and

WHEREAS, the City Council of the City of Rocklin feels strongly that our local government is best able to assess the needs of our community and objects to the proliferation of State legislation that deprives us of that ability;

NOW, THEREFORE, the Council of the City of Rocklin resolves as follows:

Section 1. The City of Rocklin is opposed to the current practice of the legislature of the State of California of continually proposing and passing multitudes of bills that directly impact and interfere with the ability of cities to control their own destiny through use of the zoning authority that has been granted to them.

Section 2. The City of Rocklin will explore various ways to protect the ability of cities to retain local control over zoning as each individual city within the State of California is best suited to determine how the zoning in their city should be allocated in order to meet the housing needs of the community.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his/her certification to be entered in the Book of Resolution of the

Council of this City.

PASSED AND ADOPTED this 14th day of November, 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: Placer Valley Tourism Capital Grant for Pickleball Facility at SWRA

Date: November 14, 2023

Submitted By: Sherri Conway, Assistant City Manager

Department: City Manager's Office

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

Background:
In 2018, the City of Rocklin purchased the Sunset Whitney Recreation Area (SWRA), with a goal to transform the abandoned 184-acre golf course facility into a regional open space destination that includes both passive and active uses. Since the purchase, the City conducted various community outreach/engagement meetings to gather desires in order to produce a master plan for the site. Through this outreach, a master plan was created and includes, “The Hub", natural preserves, pedestrian and bike trails, inclusive play structures, and various picnic areas, and a designated site for a sixteen pickleball court complex.

The sport of pickleball has grown drastically over the past five years. A recent study by the Association of Pickleball Professionals estimated that 36.5 million people played pickleball in 2022, showing that 14% of Americans over the age of 18 picked up the sport in 2021/2022. California has been identified as a notable location to hold pickleball tournaments, due to ideal weather conditions. The USA Pickleball Association estimates over 60% of registered pickleball athletes travel from out of town for regional and national events.

The proposed pickleball complex located at "The Hub" within SWRA, will consist of 16 courts including two championship courts. Given the growth of the sport, the ample space offered at SWRA will have the ability to host regional and national pickleball tournaments. Pickleball tournaments continue to draw in thousands of athletes and spectators across the state and nation. The SWRA pickleball complex have the potential to host comparable-sized tournaments and garner substantial economic growth for the region.

As part of the effort to bring the pickleball project to fruition, City staff applied for and were awarded a grant from Placer Valley Tourism (PVT) in the amount of $400,000 to supplement the total cost to install the pickleball courts. Per the terms of the grant agreement (Attachment

2), PVT would be recognized for its contribution at future ribbon cuttings and pickleball tournaments in many different ways, including permanent signage.

This grant agreement is a ten-year agreement and includes:

- City of Rocklin will prominently display PVT logos on signage recognizing PVT's contribution, in mutually agreed upon formats and locations for a minimum of 10 years. Grantee shall provide photographs of such displays to PVT.
- The City shall provide PVT a limited number of weekends of tournaments and promotions at no additional cost to PVT annually for a period of ten (10) years.
- PVT shall pay the City an amount not to exceed $400,000.
- The amount specified above shall be paid on the following schedule:
    - On or before December 31, 2023, PVT shall pay the City $200,000.
    - Upon completion of the Sunset Whitney Pickleball project, PVT shall pay to City the balance of the Grant (another $200,000).

Environmental Analysis:
This action does not require an Environmental Analysis.

Fiscal Impact:
The City will receive $200,000 on or before December 31, 2023, and the remaining $200,000 upon project completion.

ATTACHMENTS:
1. Resolution
2. Exhibit A - Placer Valley Tourism 2023 Grant Agreement

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT
BY AND BETWEEN
PLACER VALLEY TOURISM AND THE CITY OF ROCKLIN

WHEREAS, this Grant Agreement (the "Agreement") is made as November 14, 2023, by and between South Placer County Tourism Corporation, dba Placer Valley Tourism, a California nonprofit corporation ("PVT") and City of Rocklin; and

WHEREAS, City desires to construct and operate a Pickleball Court Facility at the HUB area of the Sunset Whitney Recreation Area in Rocklin, California ("Facility"). PVT is a local business assessment district formed to promote tourism and sports destinations in Roseville, Rocklin, and Lincoln; and

WHEREAS, the parties wish to agree on the terms and conditions as outlined in Exhibit A before PVT provides City with funds to help City with the cost of constructing the Facility.

NOW, THEREFORE, 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 Grant Agreement by and Between Placer Valley Tourism and the City of Rocklin in substantially the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The City Manager is authorized to make any necessary budgetary and accounting transactions to administer and account for the grant agreement consistent with law and City policies.

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

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

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

EXHIBIT A

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made on November 14, 2023, by and between South Placer County Tourism Corporation, dba Placer Valley Tourism, a California nonprofit corporation ("PVT") and City of Rocklin, a municipal corporation ("City"). The undersigned parties enter into this Agreement with reference to the following:

1. Grant of Funds. PVT shall pay City an amount of $400,000.00 for City to use in the manner set forth below (the "Grant.") The Grant shall be paid on the following schedule:

(a) On or before December 31, 2023, PVT shall pay the City $200,000.00; and

(b) Upon completion of the Sunset Whitney Recreation Area (SWRA) Pickleball Court Project, and provided City is not in default of any of the provisions hereof, PVT shall pay to City the balance of the Grant (another $200,000.00).

2. City's Obligations. As a condition to receiving the Grant and each payment described above, City shall do all of the following:

(a) Use the payments and the Grant exclusively to acquire the goods, equipment, materials, and labor necessary to develop the SWRA Pickleball Court Project all in a good and workmanlike manner and in a manner which complies with all applicable ordinances, regulations, laws, and codes, including but not limited to the Americans with Disabilities Act, etc. City shall be solely responsible for managing the construction of the SWRA Pickleball Court Project, employing all contractors, and securing all required permits and approvals related to the work.

(b) The City will make its best effort to complete the Pickleball Courts in 18 months. and commence using the facility in connection with events that generate room nights upon completion of the Project. City shall use its best efforts to continue using the facility in connection with events that generate room nights for a minimum of ten (10) years.

(c) Use its best efforts, in collaboration with PVT, to book events at the Courts that generate and increase tourism at SWRA and in South Placer County. City acknowledges that reserving the facility may require a minimum advance notice of 12 to 24 months.

(d) Provide prominent permanent signage at the SWRA Pickleball Court facility with PVT's logo, recognizing PVT's contribution to the Park, in mutually agreed upon formats and locations. Sign shall be a minimum of 2'x 3' in dimensions. City shall provide photographs of such displays to PVT. The signage must be displayed for at least ten (10) years. City shall not use or display PVT's logos or trademarks except in a manner authorized by PVT and/or this Agreement.

(e) Shall waive rental fees to PVT or its designated event organizer for use of the pickleball courts at SWRA for special functions, tournaments and promotions for one three-day holiday weekend, four two-day weekends and four mid-week dates. Both parties will meet annually to discuss and finalize mutually agreed upon dates for the following year.

(f) Work collaboratively with PVT on potential joint promotions.

(g) Comply with all of the terms and conditions specified in City's application for support, a copy of which is attached hereto as Addendum "A" and incorporated herein. In the event of a conflict between City's application for support and this Agreement, the terms of this Agreement shall control.

(h) City shall periodically (but not less than quarterly) report to PVT regarding the status of the SWRA Pickleball Court Project and the manner in which the Grant funds have been spent. City shall keep and maintain adequate records and receipts associated with the Pickleball Court Project and upon request provide PVT with a copy of all pertinent records and receipts for all goods, equipment, materials, and labor purchased with the Grant.

(i) City shall immediately notify PVT if any of the information provided by City concerning the SWRA Pickleball Court Project materially changes, or if there is a new development which significantly affects the facility.

3. Default by City. The failure by City to comply with the terms and provisions of this Agreement shall constitute a breach by City, the remedy for which shall include, but not be limited to, an obligation to promptly return to PVT the full amount of the Grant. In the event of any material change in the SWRA Pickleball Court Project inconsistent with the Grant, or of a material breach of any provision of this Agreement by the City, PVT shall have the right to immediately terminate this Agreement and recover any payments made to City, in addition to all other legal or equitable remedies.

4. Indemnification. City agrees to indemnify, defend, and hold harmless PVT and its officers, directors, employees, agents, and volunteers from any claims of third parties arising out of or related to any act or omission of City and/or its agents, officers, employees, and contractors in connection with this Agreement, the Grant, and/or the use and operation of the Park, except for those matters arising from PVT's negligence or willful misconduct. The City shall maintain and require prudent insurance coverage with respect to all aspects of the Pickleball Courts Project.

5. Relationship of Parties. Each party intends for their relationship to be separate and that of an independent contractor to the extent the City undertakes any activities for PVT. PVT shall not by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of the City in the conduct of its business, or otherwise, or joint venture or a merger of a joint enterprise with the City.

6. Entire Agreement. This Agreement is the final expression of the parties' agreement concerning its subject matter and the complete and exclusive statement of the terms of their agreement. This Agreement supersedes any and all prior communications, agreements, promises, and understandings, written or oral, between or among the parties pertaining to the subject matter of the Agreement. The parties, in executing this Agreement, have not relied on any inducements, promises or representations made by any other party hereto, except as provided herein. No modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto.

7. Waiver. Waiver by PVT of any default or breach of this Agreement by the City shall not be deemed a waiver of any subsequent default or breach and shall not be

construed to be a modification of the terms of this Agreement. No waiver shall be valid unless made in writing and duly approved by PVT.

8. Binding Effect; Restrictions on Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. However, this Agreement is not assignable by the City.

9. Attorneys' Fees. In any legal action or other such proceeding arising out of or related to this Agreement, the prevailing party in such action shall recover against the losing party, in addition to any damages, injunctions or other relief to which the party is entitled, reasonable attorneys' fees and costs incurred by the prevailing party.

10. Further Acts. Without further consideration, the parties shall execute and deliver such additional documents and take such further actions as may be reasonably required to effectuate all of the terms of this Agreement.

11. Interpretation. This Agreement shall be governed by California law without regard to conflict of law principles. This Agreement shall be interpreted in accordance with the plain meaning of its terms and no rule of legal construction calling for interpretation of this Agreement in favor of one party or the other based on the party drafting the Agreement shall apply. Headings are for reference purposes only.

12. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

13. Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts and by facsimile or email signature delivery.

14. Term of Agreement. This agreement shall remain in effect for ten (10) years from the date of execution.

IN WITNESS WHEREOF, the City of Rocklin, a municipal corporation, has authorized the execution of the Agreement in duplicate by its City Manager and attested to by the City Clerk under the authority of Resolution No._____, adopted by the City Council of the City of Rocklin on the _____day of_____, 2023 and PVT has caused this Agreement to be executed.

CITY OF ROCKLIN, a
municipal corporation

BY:_____
Aly Zimmermann,
City Manager

ATTEST:

BY: _____
City Clerk

SOUTH PLACER COUNTY
TOURISM CORPORATION, a
California nonprofit corporation,
dba PLACER VALLEY TOURISM

BY: _____
Kim Summers,
Chief Executive Officer

and

BY:

_____
Chairperson, PVT Board

APPROVED AS TO FORM:

BY: _____
City Attorney

City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Boulder Ridge Park Cell Tower Generator Project

Date: November 14, 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 (Vertical Bridge - Boulder Ridge Park Cell Tower Generator Project).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the First Amendment to the Communications Site License Agreement (Vertical Bridge - Boulder Ridge Park Cell Tower Generator Project).

Background:

A Communications Site License Agreement between the City of Rocklin and Metro PCS, for the installation of a cell tower at Boulder Ridge Park, was approved on September 12, 2006 (Resolution No. 2006-290). The cell tower is now owned and operated by Vertical Bridge, who currently manages the space for T-Mobile. Vertical Bridge desires to amend the current agreement to allow for a generator on the premise.

Staff negotiated with Vertical Bridge for the requested premise expansion and ground lease at Boulder Ridge Park, which is consistent with the City of Rocklin Zoning Ordinance (Rocklin Municipal Code Title 17). The additional ground space will allow Vertical Bridge to install the requested generator, cement pad, and associated equipment. The First Amendment to Communications Site License Agreement (Attachment 3) is now presented to the City Council for approval. The terms of the amendment include the following:

- Lease an additional 196 sq. ft. of ground space.
- Install generator, cement pad, and associated equipment on the expanded space.
- Lease payment increase of $663.05 per month.

Environmental Analysis:

The City's Environmental Coordinator has reviewed the proposed project and has determined that the project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 - Existing Facilities. The Notice of Exemption and accompanying resolution are attached for approval (Attachment 1).

Fiscal Impact:
The City will receive an additional $7,956.60 in annual lease payments, totaling approximately $36,000 per year. The annual lease payment will increase 3% each year thereafter.

ATTACHMENTS:
1. Resolution A - Notice of Exemption
2. Resolution B - First Amendment Site License Agreement
3. First Amendment to Communications Site License Agreement
4. Resolution No. 2006-290 - Communications Site License Agreement

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(Vertical Bridge - Boulder Ridge Park Cell Tower Generator Project)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the Vertical Bridge – Boulder Ridge Park Cell Tower Generator 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 14th day of November 2023, by the following vote:

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

_____
Mayor, Ken Broadway

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:
Vertical Bridge - Boulder Ridge Park Cell Tower Generator Project

Project Location - Specific: The subject property is located at Boulder Ridge Park, 3555 Park Drive, Rocklin, CA 95765. APN 374-450-029.

Project Location - City: Rocklin, CA; **County:** Placer

Description of Nature, Purpose and Beneficiaries of Project: The project consists of the installation of a generator, cement pad, associated equipment and the use of one hundred ninety-six (196) 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 VB-S1 Assets, LLC, c/o Vertical Bridge REIT, LLC, 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, Attn: General Council, Ref: US-CA-7083.

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 a new generator and cement pad to an existing cellular communications tower and installation of the 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 description noted above and is exempt pursuant to Class 1 of the CEQA Guidelines.

Contact Person: Shawn Darling, Parks and Recreation Manager

Date Received for Filing: _____

Signature: _____
Shawn Darling, Parks and Recreation Manager

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE COMMUNICATIONS SITE LICENSE AGREEMENT (Vertical Bridge - Boulder Ridge Park Cell Tower Generator 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: 374-150-029) 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 the First Amendment to the Communications Site License Agreement (Vertical Bridge – Boulder Ridge Park Cell Tower Generator 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 “C” to the First Amendment To Communications Site License Agreement, once it is fully executed and notarized, in the Office of the Placer County Recorder.

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

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

_____
Mayor, Ken Broadway

ATTEST:

_____
Haley Reid, Acting City Clerk

FIRST AMENDMENT TO COMMUNICATIONS SITE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LICENSE AGREEMENT (this "First **Amendment**"), dated as of this _____ day of _____, 20__ (the "**Effective Date**"), by and between **City of Rocklin** (the "**Licensor**"), and **VB-S1 Assets, LLC**, a Delaware limited liability company (the "**Licensee**"), recites and provides:

RECITALS

WHEREAS, Licensor is the fee owner of certain real property located in Placer County, California, as more particularly described on **Exhibit A** (the "**Property**").

WHEREAS, Licensee, by way of assignment, is the tenant under that certain Communications Site License Agreement by and between Licensor and MetroPCS California LLC, dated as of September 12, 2006 (as previously assigned and as further amended herein, the "**Original License**"). (the "**First Amendment**" and together with the Original License, as assigned and as further amended herein, collectively, the "**License**").

WHEREAS, Licensor licenses to Licensee a portion of the Property, as more particularly described on **Exhibit B** (the "**Premises**").

WHEREAS, Licensee owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises ("**Improvements**").

WHEREAS, Licensor and Licensee now desire to enter into this First Amendment in order to modify and amend certain provisions of the Original License. as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals & Conflicts. The terms and conditions of the Original License are incorporated herein by this reference, and Capitalized terms used but not defined herein shall have the meanings given to such terms in the Original License. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Original License, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Original License and this First Amendment, the terms and conditions of this First Amendment will govern and control

2. Expansion of the Premises. Licensee requires an additional One Hundred and Ninety-Six square feet (196 sq. ft.) expansion of the Premises ("**Expansion Space**"), as depicted on **Exhibit B-1**. In the month following the installation of the additional improvements within the

Expansion Space by Licensee, the Rent shall increase by Six Hundred and Sixty-Three and 5/100 Dollars ($663.05), in consideration for the Expansion Space ("**Expansion Rent**"). Once the Expansion Rent is due and owing by Licensee as set forth above, the Expansion Rent shall be payable to Licensor at the times and in the manner set forth in the Original License for payment of Rent including an annual increase by an amount equal to three percent (3%) of the Expansion Rent in effect for the previous twelve (12) months of the term; provided, however, Licensee may terminate the Expansion Space in its sole discretion upon thirty (30) days written notice to Licensor, and Expansion Rent shall cease for the month immediately following such notice, provided Licensee has removed all above-ground improvements upon the Expansion Space in accordance with the terms of the Original License. Licensor and Licensee agree that each and every reference in the Original License to "Premises" shall also include the "Expansion Space" (if any).

3. Exclusive Use. In addition to any other use rights granted by the Original License, Licensee shall have the exclusive right to use the Premises for purposes of constructing, maintaining, and operating wireless communication infrastructure. Licensor shall not grant any right to a third-party which would affect all or part of the Premises in any way that competes, interferes, or conflicts with this exclusive use by Licensee.

4. Licensor Mortgage. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Licensor Mortgage**"), Licensor, within fifteen (15) days following Licensee's request or immediately prior to the creation of any encumbrance created after the date this agreement is fully executed, will obtain from the holder of each such Licensor Mortgage a fully-executed subordination, non-disturbance and attornment agreement (a "**SNDA**") in recordable form, which shall be prepared or approved by Licensee. The holder of every such Licensor Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Licensee's interest in the Premises, such Licensor Mortgage holder shall recognize and confirm the validity and existence of the License, as amended, and Licensee shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of the License, as amended, provided Licensee is not in default of the License beyond applicable notice and cure periods.

5. Licensee Mortgage. Licensor consents to the granting by Licensee of a lien and security interest in Licensee's interest in this License and all of Licensee's personal property and fixtures attached to the Property, and furthermore consents to the exercise by Licensee's lender of its rights of foreclosure with respect to its lien and security interest. Licensor agrees to recognize Licensee's Lender as Licensee hereunder upon any such exercise by Lender of its rights of foreclosure.

6. Memorandum of License. Licensee shall be permitted to record a Memorandum of License, or Memorandum of Amendment of License, as applicable ("**MOL**"), in the form attached as **Exhibit C**, reflecting the terms of the Original License as modified by this First Amendment, and Licensor shall promptly execute such MOL at Licensee's request.

7. Survey of Premises. If an accurate, surveyed legal description of the Premises has not been incorporated into the License, Licensee may conduct an updated survey of the Premises,

at Licensee's sole cost and expense, to be used to replace any such erroneous legal descriptions, drawings, depictions, or site plans, previously attached as attachments, exhibits, schedules, or other supplements to the License, upon reasonable approval by the Licensor, which approval shall not be unreasonably withheld, conditional, or delayed. Upon reasonable approval by Licensor, such surveyed legal descriptions shall serve as the "Premises" under the License, shall supersede any other descriptions of the Premises in the License, shall be attached by Licensee through an additional "Premises Addendum" to the License at a later time, and may be done within five (5) years of the Effective Date.

8. Notices. All notices under the License shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Licensee:

VB-S1 Assets, LLC
c/o Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attention: General Counsel
Ref: US-CA-7083

If to Licensor:

City of Rocklin
3970 Rocklin Road
Rocklin, California 95677
Email: shawn.darling@rockin.ca.us.

Phone: 916-870-4169

9. Estoppels. The Licensor shall, within ten (10) business days of the request of the Licensee or any lender or prospective lender of Licensee, provide an estoppel certificate as to any matters reasonably requested by the Licensee or Licensee's lender.

10. Confidentiality. Licensor shall keep the terms of the License confidential, and shall not disclose any terms contained within the License to any third-party other than such terms as are set forth and recorded in an applicable memorandum of license, other than in connection with a bona fide third-party sale of the fee interest in the Property or in connection with financing by a third-party institutional bank or as required by law.

11. Representations of Licensor. Licensor warrants and represents that: (i) it is the owner in fee simple of the Premises; (ii) it alone has full right to license the Premises on the terms of the License, as amended; and (iii) it has the full authorization and authority to execute this First Amendment.

12. Counterparts/Digital Signatures. This First Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this First Amendment bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

13. Ratification. Except as amended and modified herein, the Original License is ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Original License and this First Amendment, the terms of this First Amendment shall govern and supersede those set forth in the Original License.

[***The remainder of this page is intentionally blank; signature page follows.***]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

LICENSOR:

City of Rocklin

By: _____
Name: _____
Title: _____

Date: _____

[*Licensor's Signature Page to Amendment*]

LICENSEE:

VB-S1 Assets, LLC

By: _____
Name: Adam Ginder
Title: VP and Associate General Counsel

Date: _____

[*Licensee's Signature Page to Amendment*]

Exhibit A

Description of the Property (Parent Parcel)

Licensee, at Licensee's cost will have a survey completed of the Property and replace the depiction below with a legal description of the Premises.

Exhibit B

Legal Description of the Premises

Licensee, at Licensee's cost will have a survey completed of the Premises and replace the depiction below with a legal description of the Premises

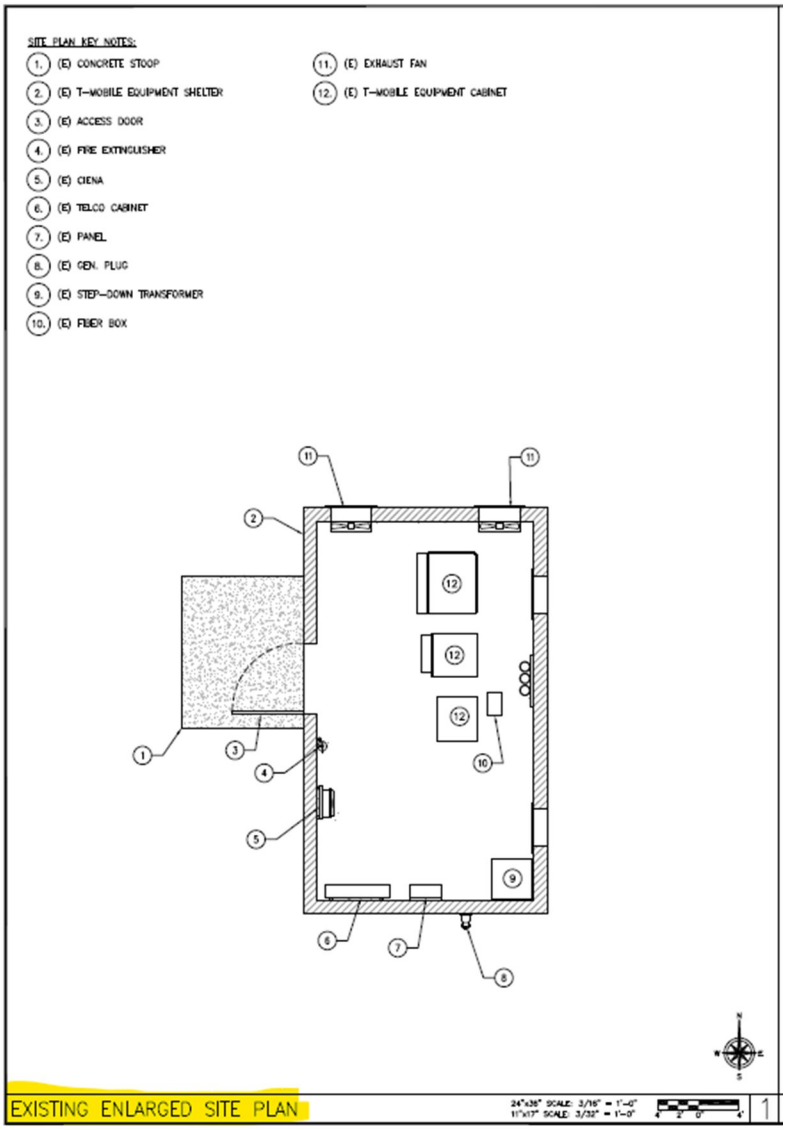


Exhibit B-1

Expansion Premises

Licensee, at Licensee's cost will have a survey completed of the Expansion Premises and replace the depiction below with a legal description of the Expansion Premises.

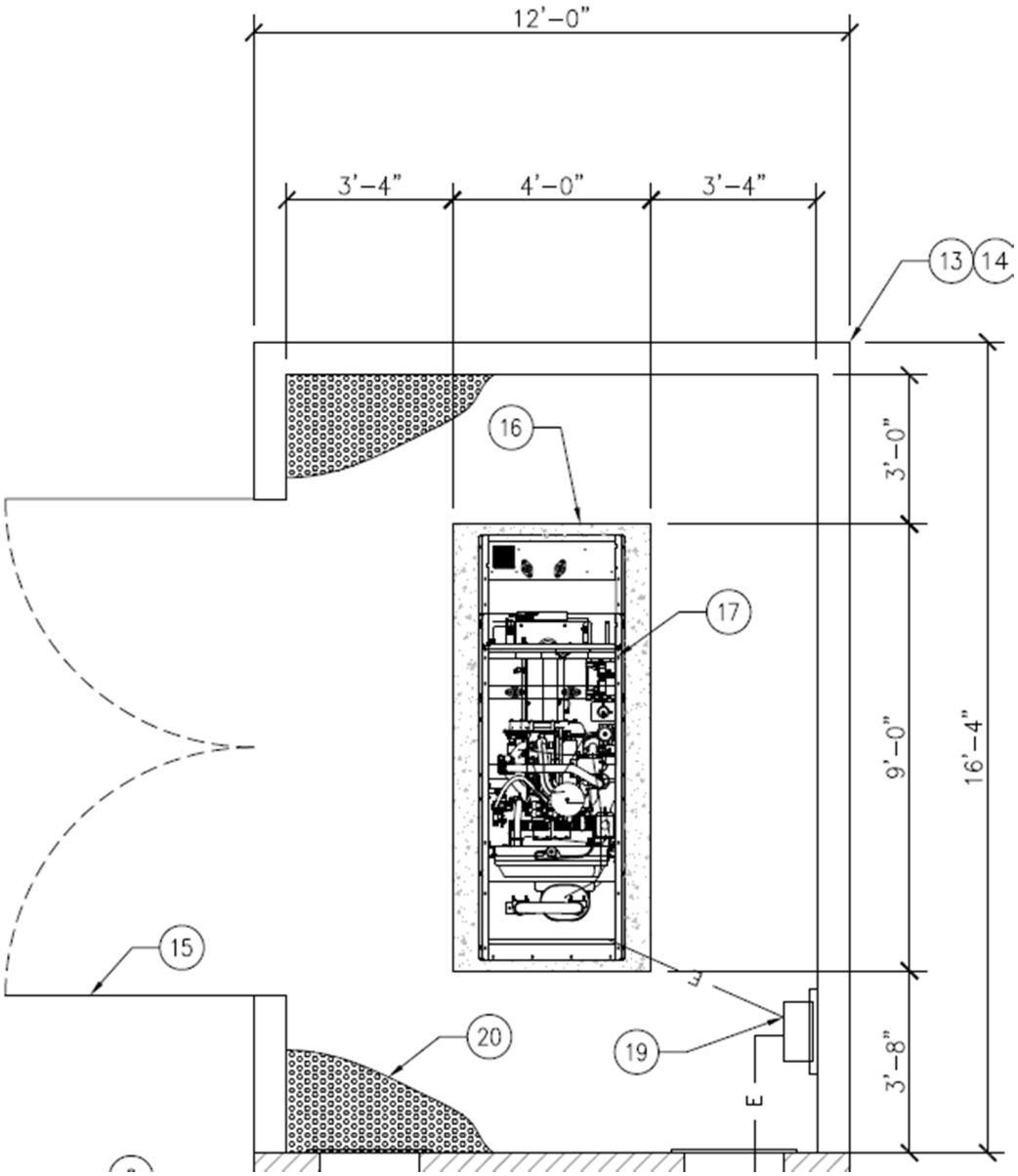


Exhibit C

Form of Memorandum of License

[**SEE ATTACHED**]

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:
Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: General Counsel

Site Name: Stanford Ranch North
Site Number: US-CA-7083

FIRST MEMORANDUM OF AMENDMENT TO COMMUNICATIONS SITE LICENSE AGREEMENT

This First Memorandum of Amendment to Communications Site license Agreement ("**Memorandum**") evidences a Communications Site license Agreement , dated September 12, 2006 (the "**Original License**") by and between **City of Rocklin**, whose address is 3970 Rocklin Road, Rocklin, California 95677 ("**Licensor**"), and **VB-S1 Assets, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Licensee**").

WHEREAS, Licensor owns certain real property (the "**Property**") described on **Exhibit A-1** attached hereto.

WHEREAS, pursuant to the Original License, Licensor licenses to Licensee a portion of the Property (the "**Premises**") described on **Exhibit A-2** (and together with **Exhibit A-1**, collectively, **Exhibit A**).

WHEREAS, the Original License commenced on December 31, 2006, for an initial term of Five (5) years, with Five (5) renewal terms of Five (5) years each.

WHEREAS, the Original License, as amended ("**License**"), further provides as follows:

1. The Premises may be used exclusively by Licensee for certain purposes, including without limitation, erecting, installing, operating, reconstructing, and maintaining certain radio and communications towers, buildings, and equipment.

2. This Memorandum 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 Original License. In the event of a conflict between the provisions of this Memorandum and the provisions of the Original License, the provisions of the Original License shall control. The License shall be binding upon and inure

to the benefit of Licensor and Licensee and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the License.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM as of the date last signed by a party hereto.

WITNESSES:

_____
Name:_____

_____
Name:_____

LICENSOR:

City of Rocklin

By: _____
Name:_____
Title:_____
Date:_____

CALIFORNIA 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 _____, 20_____ before me, _____ _____ (insert name and title of the officer) personally appeared _____ _____ (name of signatory), 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's Signature Page to Memorandum]

WITNESSES:

_____
Name:_____

_____
Name:_____

LICENSEE:

VB-S1 Assets, LLC,
a Delaware limited liability company

By: _____
Name:_____
Title:_____
Date:_____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ _____, 20_____, by _____ (name of signatory), _____ _____ (title of signatory) of VB-S1 Assets, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me.

_____
Notary Public

Print Name:_____

My Commission Expires:_____

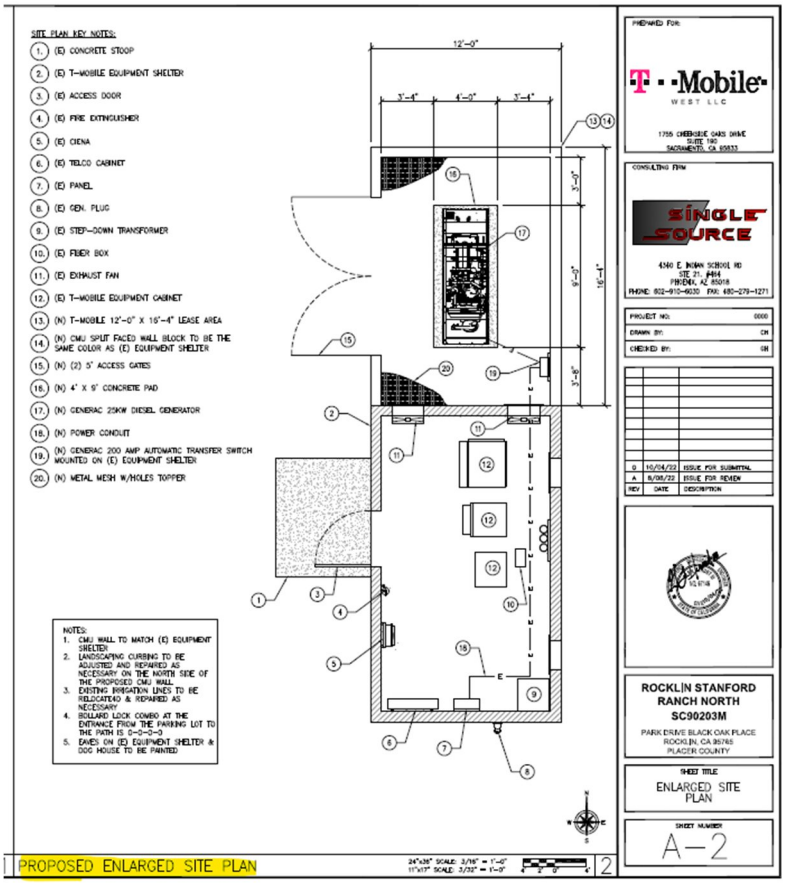
EXHIBIT A
(TO MEMORANDUM OF LEASE)

EXHIBIT A-1
The Property

Licensee, at Licensee's cost will have a survey completed of the Property and replace the depiction below with a legal description of the Premises.

EXHIBIT A-2
The Premises

Licensee, at Licensee's cost will have a survey completed of the Premises and replace the depiction below with a legal description of the Premises.



RESOLUTION NO. 2006-290

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A
COMMUNICATIONS SITE LICENSE AGREEMENT
(MetroPCS/Boulder Ridge Neighborhood Park)

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

Section 1. The City Council of the City of Rocklin finds and determines that the installation of a cellular antenna on a tree pole in Boulder Ridge Neighborhood Park is consistent with the City of Rocklin Zoning Ordinance, Rocklin Municipal Code Title 17.

Section 2. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Communications Site License Agreement (MetroPCS/Boulder Ridge Neighborhood Park), in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 12th day of September, 2006, by the following roll call vote:

AYES:	Councilmembers:	Storey, Yorde, Hill, Lund, Magnuson
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

George Magnuson, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

e:\clerk\reso\metroPCS site license agr @ Boulder Ridge Neighborhood Park/cvh

EXHIBIT A

CITY OF ROCKLIN
COMMUNICATIONS SITE LICENSE AGREEMENT
(MetroPCS, Inc. at Boulder Ridge Neighborhood Park)

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License") dated as of September 12, 2006, is by and between the CITY OF ROCKLIN, a municipal corporation, (hereinafter called "City") and MetroPCS California LLC, a Delaware limited liability company ("Licensee") whose address is 785 Orchard Dr., Ste 200, Folsom, CA 95630. The parties hereto agree as follows:

1. **Premises.** City owns the real property which is a portion of Parcel 60 as shown on the Map entitled "Whitney Oaks Phase 2B-Large Lot Subdivision" filed in Book "V" of Maps, Page 29, Placer County Records, commonly known as Boulder Ridge Neighborhood Park ("City's Property"). Subject to the following terms and conditions, City licenses to Licensee that portion of City's Property described and depicted in Exhibit "1" including all necessary and reasonable access rights for installation, operation, and maintenance of Licensee's equipment, structures, and utilities (the "Premises").

2. **Use.**

A. The Premises may be used by Licensee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance, and operation of related communications facilities, subject to the terms and conditions of this license.

B. Licensee shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations, and orders now or later in effect.

C. City agrees, at no expense to City, to cooperate with Licensee, in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.

D. The terms and conditions in this License are offered solely to Licensee as an inducement to execute the License for the Premises. City would not necessarily license the Premises to another licensee on such favorable terms and conditions, it being understood that City is specifically relying on the identity of Licensee in agreeing to the terms and conditions in this License. Licensee acknowledges that the License terms and conditions are for Licensee's benefit only so long as Licensee operates the business allowed by this License. But for the previously stated reasons, City would not enter into this License. Therefore, Licensee shall not voluntarily, involuntarily, or by operation of laws, sublet all or any part of the Premises or allow it to be sublet, occupied, or used by any person or entity other than Licensee except as otherwise permitted under section 12.

3. **Term.** This License is binding and in effect upon full execution by City and Licensee. The initial term of this License ("Initial Term"") shall be five (5) years commencing upon the date of commencement of construction of Licensee's Facilities or upon December 31, 2006, whichever occurs first ("Commencement Date"). Licensee shall have the right to extend the term of this License for five (5) additional terms ("Renewal Term") of five (5) years each. The terms and conditions for the Renewal Term shall be the same terms and conditions of this License, except that the License Fee shall be increased as set forth in Section 4. This License shall automatically be extended for each successive five (5) year Renewal Term unless Licensee notifies City in writing of Licensee's intention not to extend this License at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

4. **License Fee and Other Consideration.**

A. In consideration of the rights granted by this License, Licensee shall pay license fee ("License Fee") to the City annually in advance during the term of this License as follows:

1. On the Commencement Date, Licensee shall pay to City an initial License Fee payment of Eighteen Thousand and 00/100 Dollars ($18,000) for the initial License year running through midnight of the day before the first anniversary of such date. Thereafter, the License Fee shall be due on each anniversary of such date and shall be increased by an amount equal to three percent (3%) of the License Fee in effect for the previous twelve (12) months of the term.

B. If utilities for Licensee's Facilities are provided by City, Licensee shall pay as an additional License Fee the cost of utility service provided to the Premises and attributable to Licensee's use ("Utility Charge"). Licensee shall pay the estimated cost of the Utility Charge annually in advance together with the annual License Fee. The parties estimate the Utility Charge to be Two Hundred Dollars ($200) per month. At least annually during the License Term, City (or at City's election, Licensee) shall calculate the actual Utility Charge for the immediately preceding twelve (12) months based on readings from the utility meters at the Property and on the rates currently charged by the applicable utility. Any excess paid will be credited to Licensee's next due Utility Charge and any shortage shall be paid by Licensee to City within ten (10) days of notice of such calculation. Upon the first anniversary of License Fee becoming due, and on each such anniversary thereafter, at City's or Licensee's opinion, the estimated Utility Charge paid by Licensee may be increased or decreased to equal the average actual Utility Charge paid for the preceding year. Calculation of the actual Utility Charge due shall be made jointly by City and Licensee.

C. Licensee shall install a tree pole for cellular communications antennas on the location depicted on Exhibit "1" and according to the specification and elevations contained in Exhibit "1." The height of the antennas shall not exceed 35 feet.

The tree design and materials shall be subject to approval of the Director of Community Services and Facilities (the "Director").

The park must remain open throughout construction. The work schedule must be coordinated and approved by the Director. Licensee is responsible for repair to any portion of the existing parks improvements damaged during the work as reasonably determined by the Director. In this connection, Licensee shall submit its complete building permit application to the City within 90 days of the date of this Agreement (complete with soils report, foundation design, and pole structural calculations) and Licensee shall pull the building permit within two weeks from the date City notifies Licensee that the building permit is available for pick up.

D. The site plan approved by the Director requires that an existing light pole be relocated. Licensee shall relocate this light pole to the area depicted on Exhibit "1".

E. Licensee shall construct an equipment storage building of approximately 12 feet by 20 feet in the location depicted on Exhibit "1" and according to the elevations described in Exhibit "1." The design of the equipment storage building is subject to approval by the Director.

F. Licensee shall construct an 8 foot wide concrete service path to provide access to the cellular tower and equipment building. The service path shall be built with a structure comprised of 6-inch thick concrete (6 sack mix – 3,000 psi minimum) over 6 inches of aggregate base compacted to 95%. The service path shall be located on the area depicted on Exhibit "1."

G. If the License Fee is not received by City on or before the thirtieth (30th) day following the due date, it shall be deemed delinquent. If the License Fee is not paid before delinquency, then the amount due and unpaid shall be subject to a late charge at the rate of five percent (5%) of the overdue amount, without limitation to City's other rights and remedies under this License.

5. **Improvements; Access.**

A. Licensee shall have the right (but not the obligation) at any time following the full execution of this License to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Licensee's Facilities (as defined herein) and for the purpose of preparing for the construction of Licensee's Facilities. During any test or pre-construction work, Licensee will have in effect the insurance required in Section 11, Insurance. Licensee will notify City of any proposed Tests or pre-construction work and will coordinate the scheduling of same with City. If Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify City and this License will terminate.

B. Subject to all terms and conditions of this License, Licensee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and reserving antennas and structures, ("Licensee's Facilities"). In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee's Facilities and communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers, except that any change to the Licensee's Facilities affecting the visual appearance of the site or any substantial change in Licensee's Facilities shall be prohibited until approved in writing by City, such approval will not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed. Notwithstanding the foregoing, Licensee, shall be entitled to exchange and replace equipment and antennas within the Premises provided the physical dimensions of the new equipment or antennas substantially conforms with the previously installed equipment.

C. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and shall be coordinated with the Director of Community Services and Facilities. Any damage caused to the park improvements by Licensee, its sublessees, licensees, employees, agents, or invitees, shall be promptly repaired at the sole cost and expense of Licensee. If Licensee fails to make any required repairs to the Premises or City's Property, City may, at its option, cause such repairs to be made and demand reimbursement from Licensee, provided the City has notified Licensee in writing of its failure to make repairs and has given Licensee five (5) days from receipt of such notice to make the repairs.

D. Title to Licensee's Facilities installed or placed on the Premises by Licensee shall be held by Licensee. Licensee has the right to remove all of Licensee's Facilities at its sole expense on or before the expiration or termination of this License, except those portions of Licensee's Facilities which are fully integrated into City owned property. It is the intent of the parties that electrical service and lighting for park facilities shall be a permanent City installation and all electrical service components, panels, conduits, conductors, lights, and all associated structures and buildings shall remain in place upon termination of this License and title to same shall revert to the City of Rocklin. City shall take title to said facilities in their then existing "AS-IS, WHERE-IS" condition, without representation or warranty from Licensee. All of Licensee's communication equipment shall at all times be and remain Licensee's personal property, not be considered fixtures, and in no event shall any part of Licensee's Facilities or communications equipment be deemed or considered "integrated into city owned property." City acknowledges that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Licensee's Facilities with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, City (i) consents to the installation of Licensee's Facilities; (ii) disclaims any interest in Licensee's Facilities, as fixtures or otherwise; and (iii) agrees that Licensee's Facilities

shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Licensee Fee due or to become due and that Licensee's Facilities may be removed at any time without recourse to legal proceedings.

E. City shall provide access to Licensee, Licensee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. City represents and warrants that it has full rights to ingress to and egress from the Premises, and hereby grants such rights to Licensee to the extent required to construct, maintain, install and operate Licensee's Facilities on the Premises. Licensee's exercise of such rights shall not cause undue inconvenience to City.

F. City shall maintain all existing access pathways from the nearest public roadway to the Premises in a manner sufficient to allow access. City shall be responsible for maintaining and repairing such access pathways, and the service path to be constructed by Licensee, at its sole expense, except for any damage caused by Licensee's use of such access pathways. If Licensee causes any such damage, it shall promptly repair same.

G. Licensee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Licensee's Facilities. City shall fully and promptly pay for, and Licensee shall have no responsibility for payment of, utilities used by City for park operations, or otherwise.

6. **Interference with Communications.** Licensee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on City's Property on the date of this License and which lawfully operate within their licensed authority in compliance with all applicable laws (including all non-interference rules of the Federal Communications Commission ("FCC")) and with all applicable agreements with the City ("Pre-existing Communications"). City shall not permit the use of or any activity upon any portion of City's Property in a way which interferes with the Licensee's Facilities and the communications operations of Licensee described in Section 2, above. Such interference with Licensee's Facilities and communications operations shall be deemed a material breach by City, and City shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Licensee, and therefore, Licensee shall have the right, without limitation as to its other remedies under this license or applicable law, to bring action to enjoin such interference or to terminate the License immediately upon notice to City. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the date of this License shall not be deemed interference.

7. **Taxes.** Licensee shall pay all taxes assessed against Licensee's Facilities. Pursuant to California Revenue and Taxation Code section 107.6, Licensee is notified that the property interest acquired by Licensee in the Premises under this Agreement may

be subject to property taxation as a possessory interest in real property, and Licensee may be subject to the payments of property taxes levied on that interest.

8. **Termination.** This License may be terminated on thirty (30) days prior written notice as follows:

A. By either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that if such default is curable, but not curable within such sixty (60) day period, then within such period of time as is reasonably necessary to accomplish such cure (in order to avail itself of this time period in excess of sixty (60) days, the defaulting party must send to the other party, within the sixty (60) day period, a written plan to cure the default, which is reasonably acceptable to the other party, and the defaulting party diligently commences and continues performance of such cure to completion according to the written plan).

B. By either party if Licensee does not obtain or maintain licenses, permits, or other approvals necessary to the construction or operation of Licensee's Facilities;

C. By City if Licensee fails to install the tree pole, equipment building, and service path within twelve (12) months of the date City issues the building permit;

D. By Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;

E. By Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental, or technological reasons, including without limitation, signal strength or interference; or

F. By City, according to the terms of Section 14 (D) herein.

G. In the event of a termination of this License by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental, or technological reasons, including without limitation, signal strength or interference which occurs at any time within the Initial Term of this License, Licensee shall be liable for all License Fee due City through the remainder of the then-current License Year. The balance shall be paid within 30 days of the effective date of termination of this license.

H. In the event of a termination of this License for any cause in any term after the initial five-year term, except default and failure to cure by City, Licensee shall not receive a refund of any rental amounts paid in advance to City.

9. **Destruction of Premises.** If the Premises or City's Property is destroyed or damaged so as in Licensee's judgment to hinder its effective use of City's Property, Licensee may elect to terminate this License as of the date of the damage or destruction. by so notifying City no more than forty-five (45) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this License shall cease as of the date of the damage or destruction. Licensee shall have sixty (60) days from the date it terminates this License to remove its Equipment and all other personal property which it owns from the Premises.

10. **Condemnation.** If a condemning authority takes all of City's Property, or a portion which in Licensee's opinion is sufficient to render the Premises unsuitable for Licensee's use, then this License shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include the value of Licensee's Facilities, prepaid License Fee, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

11. **Insurance.**

A. Licensee shall maintain in full force and effect the following types of insurance in the amounts specified:

1. General Liability. Licensee shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit

2. Umbrella Liability. Licensee shall maintain in full force and effect umbrella liability limits of Four Million Dollars ($4,000,000) each occurrence/Four Million aggregate.

3. Worker's Compensation and Employer's Liability Insurance. Licensee shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Licensee may have for worker's compensation. Licensee shall also maintain in full force and effect a policy of employees liability insurance with limits no less than the following: One Million Dollars ($1,000,000) each accident; One Million Dollars ($1,000,000) policy limit bodily injury by disease; One Million Dollars ($1,000,000) each employee bodily injury by disease.

4. Automobile. Licensee shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, employees, and volunteers shall be added as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Licensee, and with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to work or operations performed by or on behalf of Licensee, the Licensee's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

3. Coverage shall not be canceled by the Insurer except after thirty (30) days prior written notice has been given to the City.

C. The insurance company or companies providing Licensee the coverages required by this Agreement shall be written by a carrier acceptable to City.

D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, if officers, employees, and volunteers; or the Licensee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. The insurance shall be maintained from the time Licensee's activities first commence through the entire term of this License if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:

1. The "Retro Date" must be shown, and must be before the date of the License or the beginning Licensee's activities.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Licensee's activities.

3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the effective date of the License, the Licensee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Licensee's activities.

4. A copy of the claims reporting requirements must be submitted to the City for review.

F. If Licensee, for any reason, fails to maintain insurance coverage which is required under this License, the failure shall be deemed a material breach and default of this License. If Licensee fails to obtain or maintain any insurance required by this License, City shall have the right to purchase the insurance and Licensee shall reimburse the full cost of such insurance within 30 days of purchase. If Licensee fails to reimburse City for insurance, the amount of unpaid reimbursement shall bear interest at the maximum rate permissible under law until paid.

G. Licensee shall secure coverage for its subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Concurrently with the execution of this Agreement, Licensee shall furnish City with fully completed and properly executed certificates of insurance for each type of coverage required. Certificates shall be on forms provided by the City.

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

I. Concurrently with the execution of this Agreement, Licensee shall furnish City with endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City.

J. Licensee shall have the right to self-insure with respect to any of the above insurance only upon receiving written approval of City.

12. **Successors and assigns.** Licensee may not sublicense or assign this Agreement, or allow collocation, provided, however, Licensee shall have the right to sublicense or assign its rights under this Agreement without consent of City, to any of its subsidiaries, affiliates, or successor legal entities or to any entity acquiring substantially, all of the assets of Licensee. Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect

of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Licensee shall provide to City written notification stating the name of the financing entity within thirty (30) days of such assignment.

This License shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties.

13. **Title Insurance.** Licensee has the right to obtain a title report or Commitment for a title policy from a title insurance company of its choice. If, in the opinion of Licensee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Licensee's use of the Premises, Licensee shall have the right to terminate this License immediately upon written notice to City.

14. **Maintenance and repairs; Licensee's Obligation to Maintain Tree Pole and Equipment Storage Building.**

A. Operation and maintenance of City lights and other City owned equipment located in the Premises ("City Equipment") shall be under the exclusive control of City. City shall provide Licensee with not less than 24 hours notice prior to performing any maintenance of the City Equipment located in the Premises if there is a possibility that such maintenance activity will affect Licensee's Facilities. Notwithstanding the foregoing, City may enter the Premises to perform maintenance of City Equipment or Licensee's Facilities in the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property on the City's Property, in which case City may enter and take such actions as are required to protect individuals or personal property from such immediate threat of substantial harm or damage; provided that promptly after such emergency entry (and in no event later than twenty-four (24) hours) City gives telephonic and written notice to Licensee of City's entry onto the Premises. Licensee shall provide a maintenance procedure manual or other guidelines to City detailing recommended practices and procedures and identifying all potential hazards involved with the routine maintenance of Licensee's Facilities. City shall be responsible for the cost to repair any damage to Licensee's Facilities caused by City during its operation and maintenance of License Facilities or City Equipment.

B. City shall maintain and repair City Equipment and City property its sole cost and expense. Licensee shall maintain, Licensee's Facilities and any of its personal property installed on the Premises and City's Property at its sole cost and expense. Any damage caused by Licensee, its sublessees, licensees, employees, agents, or invitees, shall be promptly repaired at the sole cost and expense of Licensee. If Licensee fails to make any required repairs to the Premises or City's Property or City Equipment, City may, at its option, cause such repairs to be made and demand reimbursement from Licensee.

C. Any maintenance or repair work to City's Property shall be coordinated with Licensee and shall be conducted in such a manner so as not to cause any interference with Licensee's Facilities.

D. Licensee shall maintain its equipment building and tree pole, and subject to the following requirements:

1. Condition of Equipment Storage Building & Tree Pole. It is the intention of the Parties that the equipment storage building and the tree pole should be kept in a condition substantially similar to the condition they are in when they are initially installed or upon completion of construction. Licensee has agreed to placement of a tree pole to house the cellular antenna because it is more aesthetically pleasing than placing the antenna on a monopole or other similar type of pole of the tree pole. Further, use of a tree pole minimizes the aesthetic impacts of the antenna on the park and surrounding community. The parties intend for the tree pole to appear as a natural tree, similar in kind and appearance to those on the surrounding property. Although some wear and tear is to be expected, the parties intend that the tree pole should be kept in a condition so that damage from weathering or wear and tear does not substantially detract from the aesthetic benefits of using a tree pole rather than a monopole.

2. Maintenance Requirements.

a. Licensee's Obligation. Licensee shall maintain the equipment storage building and the tree pole in acceptable condition according to the parties' intentions as described in paragraph 1 of the section.

b. City's Right to Monitor Maintenance. The Director shall monitor the condition of the equipment storage building and the tree pole, to ensure that the storage building is maintained in its proper "like-new" condition and that the tree pole is in such a condition that it appears as a natural tree and does not show signs of deterioration.

c. Notice to Remedy Unacceptable Condition. Should the Director determine that maintenance is necessary to remedy unacceptable conditions existing on the equipment storage building or the tree pole, the Director shall send written notice by certified mail with return receipt to Licensee's address contained in Section 19(c) below, notifying the Licensee of the specific unacceptable conditions, and a demand to remedy the unacceptable conditions. Licensee shall have thirty (30) days from the date the notice is received to complete the required maintenance.

d. Failure to Maintain as Breach. If the Licensee fails to complete required maintenance or fails to obtain an extension of time from the Director, when in the Director's determination there is reasonable cause for the delay in completing the required maintenance, such failure shall constitute a material breach of this Agreement.

e. City's Election to Terminate Agreement. Should City elect to terminate this agreement due to breach of this section, City shall send written notice by certified mail with return receipt to Licensee's address contained in Section 19(c) below of its election to terminate this Agreement.

f. Licensee's Opportunity to Cure Breach. Licensee shall have thirty (30) days from the date of receipt of the notice to cure the breach by performing required maintenance on the pole, or to obtain an extension of time from Director when in the Director's determination there is reasonable cause for the delay in curing the breach. If Licensee has not cured the breach within thirty (30) day of the receipt of City's notice, this Agreement shall terminate, and City shall have the right to possession of the Premises and to exercise any legal or equitable remedies available to it.

15. **Environmental indemnification; Hazardous substances.**

A. Licensee hereby represents, warrants, covenants, and agrees to and with City that all of Licensee's operations or activities upon, or any use or occupancy of the City's Property by Licensee, or any portion thereof, by Licensee, shall be in all respects in compliance with all state, federal, and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal, accidental, or intentional) of any Hazardous Substance.

City hereby represents, warrants, covenants, and agrees to and with Licensee that all of City's operations or activities upon, or any use or occupancy of City's Property, or any portion thereof by City, and any tenant, subtenant, or occupant of City's Property, or any portion thereof is presently and hereafter shall be in all respects in compliance with all state, federal, and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, presence, or disposal (whether legal or illegal, accidental, or intentional) of any Hazardous Substance; and that neither City nor (to the best of City's knowledge, after due inquiry) any tenant, subtenant, or occupant of all or any portion of the City's Property, has at any time placed, suffered, or permitted the presence of any such Hazardous Substances at, on, under, within, or about City's Property, or any portion thereof in violation of applicable law.

B. If any investigation or monitoring of site conditions or any cleanup, containment, restoration, removal, or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any agreement entered into because of, or in connection with, hazardous substances brought onto or generated on City's Property by Licensee, Licensee shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, order, or agreement. All costs and expenses of such Remedial Work shall be paid by Licensee including, without limitation, all charges of Licensee's contractors, consultants, and engineers and City's reasonable attorney's, architect's and/or consultant's fees and

costs incurred in connection with monitoring or review of such Remedial Work. In the event Licensee shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, City may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be reimbursed to City.

C. "Hazardous Substances" shall include without limitation:

1. Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*) ("RCRA") and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and in the regulations promulgated pursuant to said laws, all as may be amended from time to time;

2. Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 30, and as may be amended from time to time);

3. Any material, waste, or substance which is petroleum, asbestos, polychlorinated biphenyls, designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 *et seq.* (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); or radioactive materials; and such other substances materials, and wastes which are or become regulated as hazardous or toxic under applicable local, state, or Federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

16. **Indemnity and Mutual Release.** City and Licensee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss to the extent arising from the ownership, use and/or occupancy of City's Property or Premises by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive the termination of this Agreement.

17. **Waiver of Incidental and Consequential Damages.** Neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation, maintenance, or replacement of personal property owned by either party, or City's or Licensee's use of the Premises or City's Property, including any and all losses incurred as a result of City's or Licensee's actions or defaults.

18. **Attorney's fees; Litigation costs.** If any action at law or in equity is brought to recover any License Fee or other sums under this License, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this License, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

19. **Miscellaneous.**

A. Severability. If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

B. Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties act forth below:

City:
City of Rocklin
City Manager
3970 Rocklin Road
Rocklin, CA 95677

Licensee:
MetroPCS California LLC
785 Orchard Dr., Ste 200
Folsom, CA 95630
Telephone: 916-984-2640
Facsimile: 916-984-2660
Emergency 24 hour hotline: 916-640-0020

City or Licensee may from time to time designate any other address for this purpose by written notice to the other party.

D. Choice of Law. This License shall be governed under the laws of the State of California and applicable Federal law.

E. Survival of Terms. Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

F. Recorded Memorandum of License. Upon request either party may require that a Memorandum of License be recorded in the form of Exhibit "2."

G. Entire Agreement. The terms of this License (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as the final expression of their agreement with respect to such terms. The parties further intend that this License constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceeding, involving this License. The language in all parts of this License will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

H. Amendments and Modifications. No amendments, modification or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this License Agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the License.

I. At City's option, any action by any party to this Agreement, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which my provide that such action may be brought in some other location.

J. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this License by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of the License thereafter.

K. Force Majeure. Neither Party shall be liable to the other for any failure of performance under this License due to causes beyond its control, including, but not limited to: acts of God, adverse weather conditions; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefor; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions; national emergencies; insurrections; riots, wars; or third-party

labor disputes, lock-outs, work stoppages or other labor difficulties; provided however, that such time period shall be extended for only the actual amount of time such party is so delayed. A condition shall be deemed to be beyond the reasonable control of a party when such condition would affect any person similarly situated (such as a power outage) but shall not be deemed to be beyond the reasonable control of such party when peculiar to such party (such as financial inability or failure to order long lead time materials sufficiently in advance).

IN WITNESS WHEREOF, Licensee has caused its duly authorized representative for and on its behalf to execute this License, and the City of Rocklin, a municipal corporation, has caused this License to be executed by its City Manager and attested to by its City Clerk under the authority of Resolution No. 2006-290 adopted by the City Council of the City of Rocklin on the 13th day of September, 2006, and Licensee has so executed it.

LICENSEE:

MetroPCS California LLC,
a Delaware limited liability

By: Corey Linquist
VP & GM
Name:
Title:

CITY OF ROCKLIN,
a municipal corporation

By: Rob K. Brewlik
~~Carlos A. Urrutia~~
Its: City Manager
Assistant

EXHIBIT 1

GENERAL CONSTRUCTION NOTES

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE. AND THIS SET OF PLANS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY. UNLESS NOTED OTHERWISE THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND ANYTHING ELSE DEEMED NECESSARY TO COMPLETE INSTALLATIONS AS DESCRIBED HEREIN.
2. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS. FIELD CONDITIONS AND CONFIRM THAT THE PROJECT MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY ERRORS, OMISSIONS, OR DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER, AND PROJECT MANAGER. (C.C.)
3. THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/ CONTRACT DOCUMENTS.
4. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/ VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
6. ALL WORK PERFORMED ON PROJECT 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, (S)INICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.
7. GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. PERMITTED, STAMPED ORIGINALS SHALL NOT BE USED FOR REDLINE PURPOSES.
8. THE STRUCTURAL COMPONENTS OF THIS PROJECT SITE/ FACILITY ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.
9. DETAILS INCLUDED HEREIN ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS ON SITUATIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE SCOPE OF WORK.
10. SEAL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.
11. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 3 A(BC) WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION
12. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
13. CONTRACTOR SHALL ENSURE THAT GENERAL WORK AREA IS KEPT CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, SLUDGE AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. SITE SHALL BE SECURED, SAFE AND CLEAN UPON COMPLETION OF WORK EACH DAY.
14. THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.
15. THE CONTRACTOR SHALL FURNISH SANITARY FACILITIES PRIOR TO START OF WORK.
16. ALL SITE CONSTRUCTION, AND SITE CONDITIONS FROM MOBILIZATION TO DEMOBILIZATION SHALL BE IN STRICT ACCORDANCE WITH CAL-OSHA, 24 HOURS EACH DAY.

metroPCS

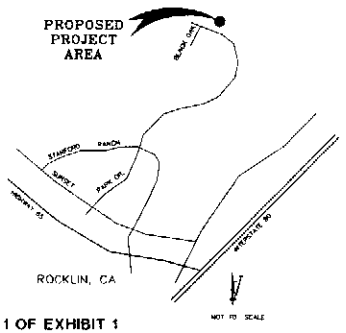
SITE NAME:

ROCKLIN STANFORD RANCH NORTH
Site No. SAC-203-B

SITE ADDRESS:

BOULDER RIDGE PARK
ROCKLIN, CA. 95765

VICINITY MAP



PAGE 1 OF EXHIBIT 1
TO EXHIBIT A
TO RESO. NO. 2006-390

PROJECT SUMMARY

SITE NAME:	ROCKLIN STANFORD RANCH NORTH
SITE NUMBER:	SAC-203-B
SITE ADDRESS:	BOULDER RIDGE PARK ROCKLIN, CA. 95765 PLACER COUNTY
SITE CONTACT:	KEN TAYLOR (916) 847-7566
OWNER:	CA-STANFORD RANCH VLG, LLC 4908 FIVE OAKS LANE ROCKLIN, CA. 95765
APPLICANT:	METRO PCS
APPLICANTS ADDRESS	785 ORCHARD DR., STE. 200 FOLSOM, CA. 95630
ASSESSORS PARCEL NUMBER(S):	374-150-029

CONTACTS

CONSTRUCTION MANAGER
KEN TAYLOR
785 ORCHARD DR. ste. 200
FOLSOM, CA. 95630
916-847-7566

ZONING MANAGER
JERRY JAZMADARIAN
785 ORCHARD DR. ste. 200
FOLSOM, CA. 95630
(916) 743-8775

PROJECT DESCRIPTION

METRO PCS PROPOSES TO CONSTRUCT AND OPERATE A WIRELESS COMMUNICATION FACILITY CONSISTING OF A 40' SLIMLINE MONOPOLE TO REPLACE (E) LIGHT POLE WITH THREE (3) ANTENNAS TO BE CONCEALED WITHIN A FIBERGLASS ENCLOSURE. RELATED EQUIPMENT CABINETS WILL BE PLACED ADJACENT TO THE POLE WITHIN A 16'X20' SPLIT FACED CMU WALL ENCLOSURE

SHEET INDEX

T	TITLE SHEET
C-1	SURVEY SHEET
A-1	SITE PLAN
A-2	ELEVATIONS

PROJECT:
ROCKLIN STANFORD RANCH N. SAC-203-B
SITE ADDRESS:
BOULDER RIDGE PARK
ROCKLIN, CA. 95765

REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
1	90% ZONING DOC'S	11-22-05	PLS
2	REV. 90% ZONING DOC'S	12-28-05	PLS
3	100% ZONING DOC'S	11-21-05	WL
4	REV. ZONING DOC'S	4-28-06	WL
5	100% ZONING DOC'S	5-22-06	VRT
6	rev. 100% ZONING DOC'S	8-29-06	VRT
7			
8			
9			

PREPARED FOR:
metroPCS
785 ORCHARD DR. ste. 200
FOLSOM, CA. 95630

APPROVALS

DATE:	BY:

NOTES:

This drawing containing information which is the proprietary property of ATTORNEY. No unauthorized reuse or duplication of these plans or any information contained herein, without the express written consent

Peek Site-Com
863 Lincoln Way, Suite 106
Auburn, California 95603
Phone (530) 885-6160
E-Mail: info@peeksitecom.com

DRAWING TITLE:
TITLE SHEET

SEAL	DRAWN BY: PLS	PROJECT NO.: SAC-203-B
	CHECKED BY:	CADD FILE NO:
	SCALE: AS NOTED	DRAWING NO.: T
	DATE: 9-22-05	
	REVISED:	SHEET OF

LEASE AREA DESCRIPTION
SAC-2038 ROCKLIN STANFORD RANCH NORTH

All that certain lease area being a portion of Parcel 65 as is shown on that certain Map Recorded at Book "A" of Maps at Page 29, Official Records of Placer County, California, and being a portion of Section 6, Township 11 North, Range 7 East, M.D.B. & M., being more particularly described as follows:

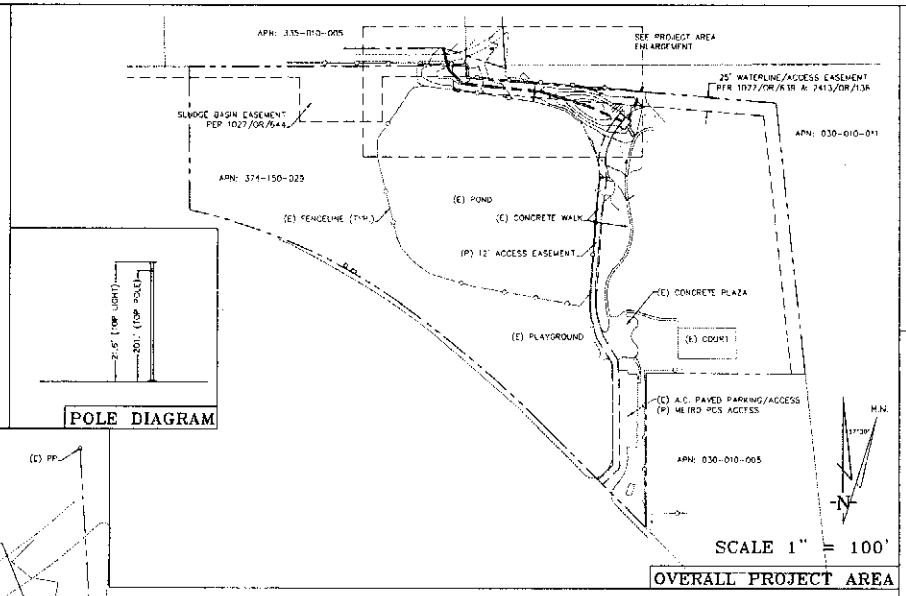
Commencing at a RR Spike found set for the most Northerly terminus of the centerline tangent of Park Drive shown on the above described Map and being labeled "N 44°59'08" W 337.09'". from which a similar monument along said centerline bears South 44°59'04" East 337.09 feet; thence from said point of commencement North 15°32'34" East 597.18 feet to the true point of beginning; thence South 52°09'38" East 12.00 feet; thence North 37°50'22" East 20.00 feet; thence North 52°09'38" West 12.00 feet; thence South 37°50'22" West 20.00 feet to the true point of beginning.

Together with an easement for utility purposes three feet in width the centerline of which is described as follows: beginning at the midpoint on the Northeasterly boundary of the above described lease area and running thence North 68°24'15" West 89.48 feet; thence North 73°37'52" West 87.92 feet; thence North 84°16'32" West 143.63 feet; thence North 44°53'58" West 35.89 feet; thence North 14°29'46" West 37.26 feet, thence North 32°36'29" West 4.5 feet more or less to the existing power pole.

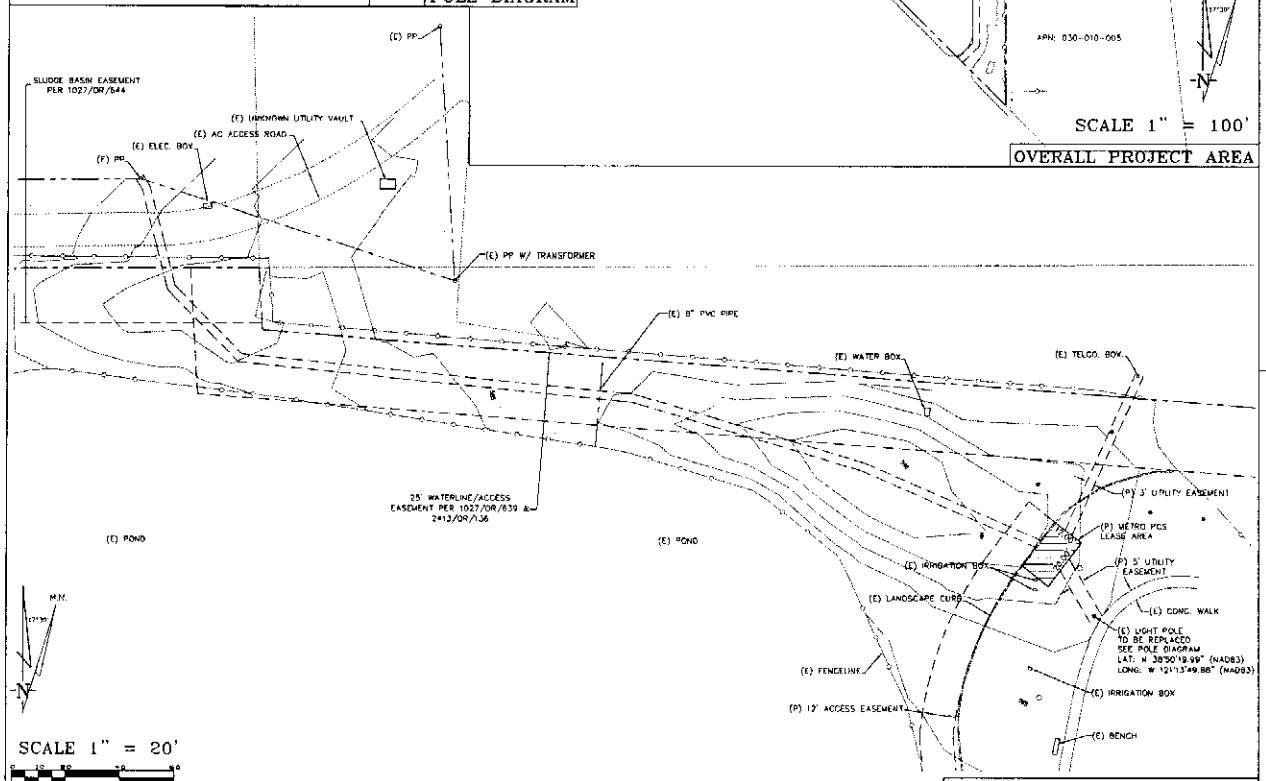
Also together with an easement for utility purposes three feet in width the centerline of which is described as follows: beginning at the midpoint on the Northeast boundary of the above described lease area and running thence North 24°11'56" East 62.7 feet more or less to the existing telephone box.

Also together with an easement for utility purposes five feet in width the centerline of which is described as follows: beginning at the midpoint on the Southeast boundary of the above described lease area and running thence South 30°16'18" East 22.9 feet more or less to the existing light pole to be replaced; thence up, over and upon said light pole as is necessary to install, operate and maintain necessary communications equipment.

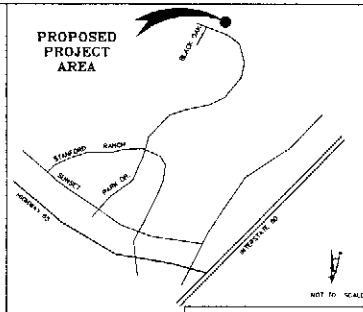
Also together with an easement for access purposes twelve feet in width from the above described lease area as is shown on the Overall Site Plan to the public right of way more commonly known as Park Drive.



POLE DIAGRAM



PROJECT AREA ENLARGEMENT



ROCKLIN, CA

VICINITY MAP

DATE OF SURVEY: 09-14-05

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, R.C.E. 14801

LOCATED IN PLACER COUNTY, 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 2.46' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: 1'

THE LATITUDE AND LONGITUDE WERE DETERMINED USING TRIMBLE GEO-XT G.P.S. AND UTILIZING PFINDER DIFFERENTIAL CORRECTION SOFTWARE AT THE LOCATION AS SHOWN HEREON:

LAT. 38°50'19.99" NAD 83
LONG. 121°13'49.88" NAD 83
LAT. 38°50'20.35" NAD 27
LONG. 121°13'48.06" NAD 27

THIS SURVEY MEETS OR EXCEEDS FAA 1A ACCURACY TOLERANCES

SITE NAME & NUMBER: ROCKLIN STANFORD RANCH NORTH SAC-2038

SITE ADDRESS: PARK DRIVE AT BLACK OAK PLACE
ROCKLIN, CA 95765
PLACER COUNTY

ASSESSOR'S PARCEL NUMBER: 374-150-029

CURRENT ZONING: N/A

OWNER(S): CA-STANFORD RANCH VLG. LLC.
4308 LIVE OAK LANE
ROCKLIN, CA 95765

SITE CONTACT: KEN TAYLOR
916-847-7566

Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603-5115
Phone: (530) 885-0426 * Fax: (530) 823-1309

METRO PCS
PCS Equipment ASAE Survey Form

Project No./Name: SAC-2038 / Rocklin Stanford Ranch North

Project Site Location: Park Drive at Black Oak Place
Rocklin, CA 95765

Date of Observation: 09-22-05

Equipment/Procedure Used to Obtain Coordinates: Trimble Geo-XT post processed with Pathfinder Office software.

Type of Antenna Used: Light Pole Replacement

Number of Antennas Observed: 1

NAD 83 Coordinates: NAD 27 Coordinates:

Latitude: 38° 50' 19.99" Latitude: 38° 50' 20.35"
Longitude: 121° 13' 49.88" Longitude: 121° 13' 48.06"

ELEVATION of Ground at Base of Proposed Structure (NAVD88): 166.5' AMSL
STRUCTURE HEIGHT: (Top Light): 29.5' AGL
OVERALL HEIGHT: (Top Light): 210' AGL

CERTIFICATION: I, the undersigned, do hereby certify that the data listed above is based on a field survey done under my supervision and that the accuracy of these observations meet or exceed 3-4 Subpolaroid as defined in the FAA ASAC Information Sheet 97-001, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil, California R.C.E. 14801 Date

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	90% ZONING DOC'S.	09-15-05	NR
2	LEASE AREA MOD.	11-22-05	NR
3	LEASE AREA MOD.	06-22-06	NR

PROJECT

ROCKLIN STANFORD RANCH NORTH
SAC-2038

PARK DRIVE AT BLACK OAK PLACE
ROCKLIN, CA 95765
PLACER COUNTY

CONTACTS

METRO P.C.S.
785 ORCHARD DR
FOLSOM, CA 95630

CONTACT: KEN TAYLOR
PH: (916) 847-7566
FAX: (818) 554-3201

GEIL ENGINEERING
ENGINEERING * SURVEYING * PLANNING
1226 HIGH STREET
AUBURN, CALIFORNIA 95603
phone: (530) 885-0426
fax: (530) 823-1309

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 INFAC 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 EXCEPT AS SHOWN ON THIS PLAN. NO PROPERTY MONUMENTS WERE SET.

APPROVALS

DATE	BY:

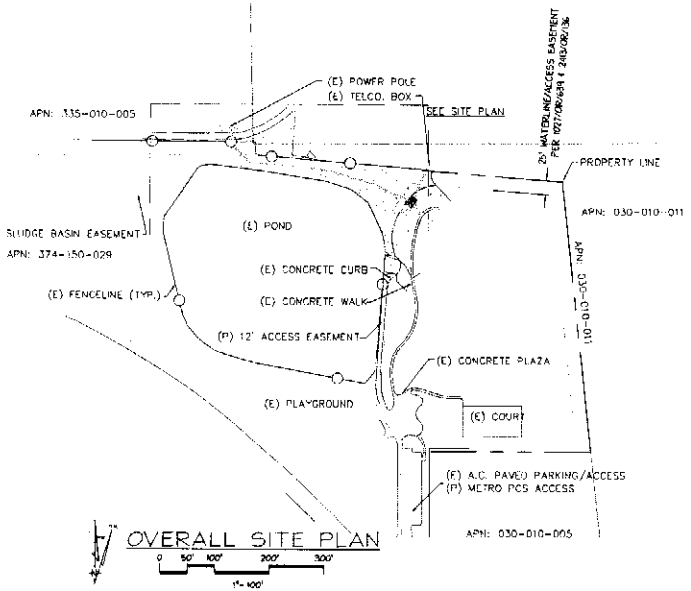
DRAWN BY: N. ROHDE

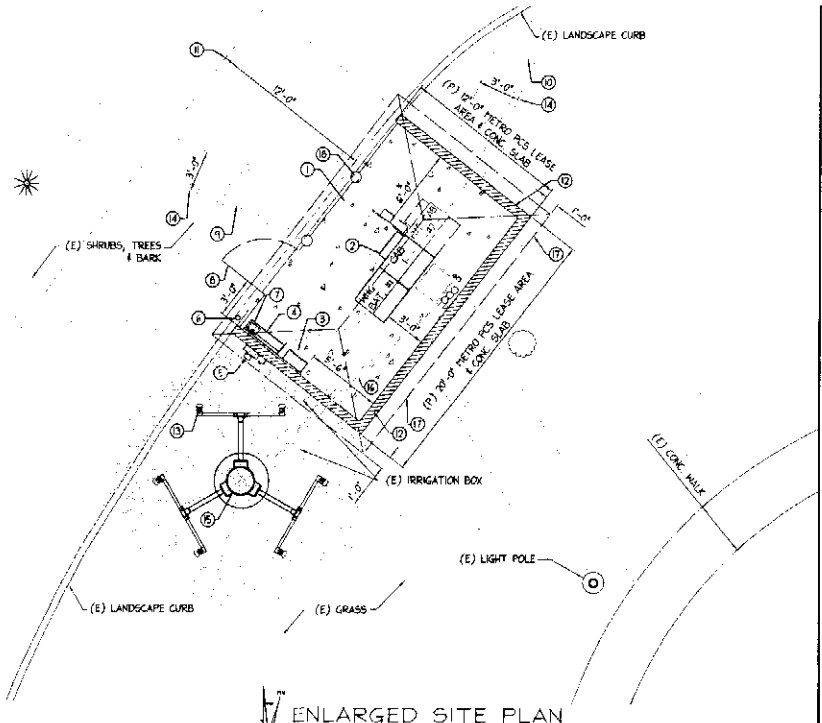
CHECKED BY: K. GEIL

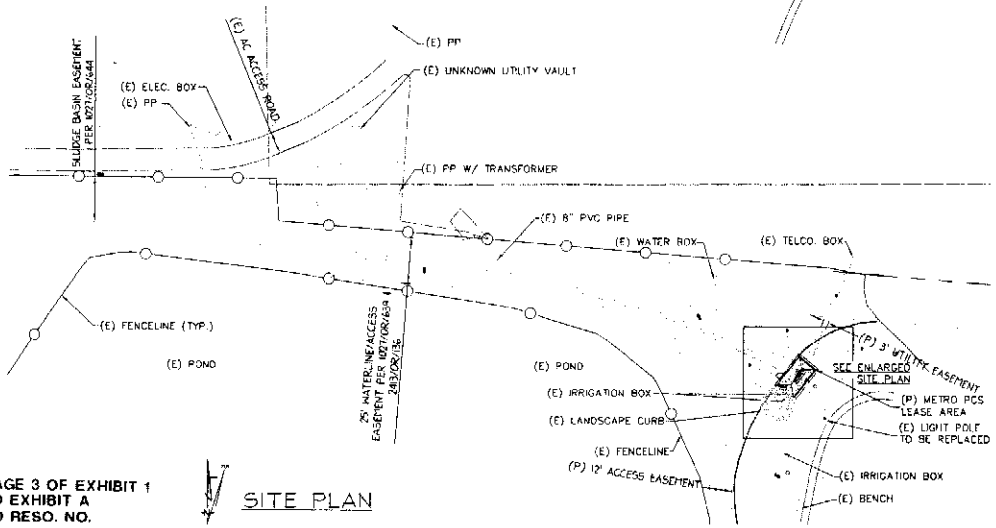
SHEET TITLE

SHEET NUMBER

C-1







KEY NOTES

1. NEW 6" THICK CONC. EQUIP. SLAB w/#4 REBAR 12" O.C. EACH WAY @ MID SLAB
2. NEW METRO PCS PACO-CELL CABINETS
3. NEW 200 AMP PRE-FAB ELEC. PEDESTAL WITH GENERATOR RECEPTACLE
4. NEW TELCO PANEL ON WALL
5. NEW 200A METER MAIN ON OUTSIDE OF CMU WALL
6. NEW GMS AT 10' AGL
7. NEW SITE LIGHT, 300 WATT FLOODLIGHT MOUNTED TO WALL AT 8' AGL
8. NEW 4' WIDE ACCESS GATE
9. NEW U/G ELECT. CONDUIT RUN
10. NEW U/G TELCO CONDUIT RUN
11. NEW ACCESS EASEMENT
12. NEW 6' TALL SPLIT FACED CMU 3-WALL ENCLOSURE W/ CHAIN LINK BACK WALL & STANDING SEAM METAL ROOF TO MATCH (E) PARK STRUCTURE
13. NEW METRO PCS PANEL ANTENNAS TYP. (2) PER SECTION FOR A TOTAL OF (6).
14. NEW UTILITY EASEMENT
15. NEW MONOPINE
16. NEW 6"ø CONDUITS FOR U/G COAX CABLE RUN
17. EDGE OF NEW ROOF OVERHANG
18. NEW 8' TALL CHAIN LINK FENCE WALL

GENERAL NOTES:

A. ON SITE DRAINAGE SHALL BE DICTATED BY SITE CONDITIONS

B. IN ADDITION TO EQUIPMENT AND TOWER SPACE REQUIREMENTS, LEASED AREA SHOULD CONSIDER SUCH ITEMS AS, MAINTENANCE, CRANE ACCESS AND LANDSCAPING.

PAGE 3 OF EXHIBIT 1
TO EXHIBIT A
TO RESO. NO.
2006-290

PROJECT: ROCKLIN STANFORD RANCH N. SAC-203-B
SITE ADDRESS: BOULDER RIDGE PARK, ROCKLIN, CA. 95765

REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
1	90% ZONING DOC'S	9-22-06	PLS
2	REV 90% ZONING DOC'S	10-26-06	PLS
3	100% ZONING DOC'S	11-21-06	wt
4	90% ZONING DOC'S	6-26-08	wt
5	100% ZONING DOC'S	8-22-08	VRT
6	rev.100% ZONING DOC'S	8-29-08	VRT
7			
8			
9			

PREPARED FOR:
metroPCS
785 ORCHARD DR. ste. 200
FOLSOM, CA. 95630

APPROVALS

DATE:	BY:

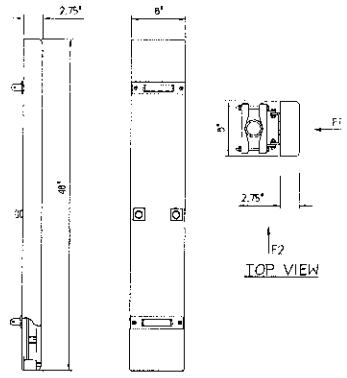
NOTES:

This drawing contains information which is the proprietary property of DESIGNER. No unauthorized reuse or duplication of these plans or any information contained herein, without the express written consent.

Peek Site-Com
853 Lincoln Way, Suite 106
Auburn, California 95603
Phone (530) 885-6160
E-Mail: info@peeksitecom.com

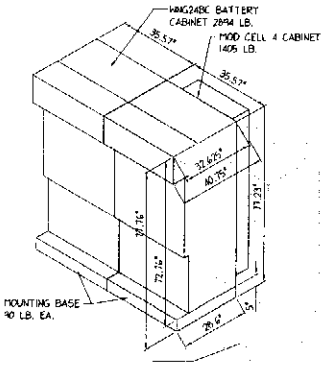
DRAWING TITLE: SITE PLAN

DRAWN BY: PLS	PROJECT NO. SAC-203-B
CHECKED BY:	CAD FILE NO.
SCALE: AS NOTED	DRAWING NO. A-1
DATE: 9-22-06	
PLOTTED:	SHEET OF



ANTENNA DETAIL

NOT TO SCALE:

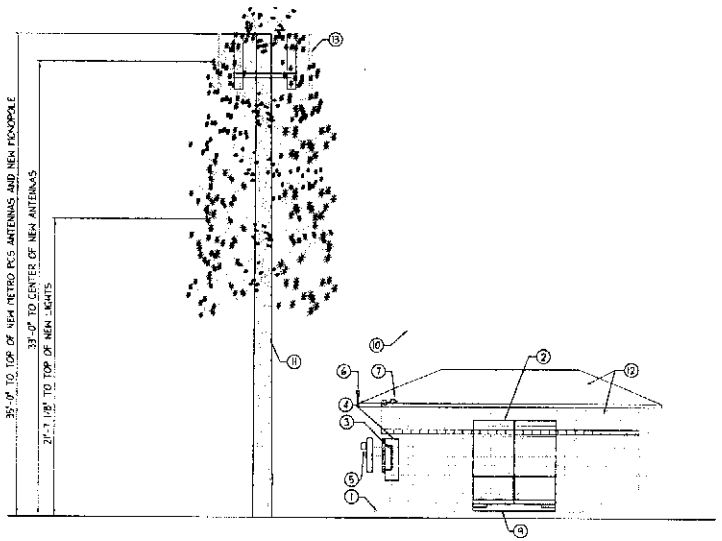


EQUIPMENT DETAIL

SCALE: N.T.S.

KEY NOTES

1. NEW 6" THICK CONC. EQUIP. SLAB W/#4 REBAR 12" O.C. EACH WAY @ MID SLAB
2. NEW METRO PCS MOD-CELL CABINETS
3. NEW 200 AMP PRE-FAB P.P. PANEL WITH GENERATOR RECEPTACLE
4. NEW TELCO PANEL ON WALL
5. NEW 200A METER MAIN SET ON OUTSIDE OF CMU ENCLOSURE
6. NEW GPS AT 10' AGL
7. NEW SITE LIGHT, 300 WATT FLOODLIGHT MOUNTED TO WALL SUPPORT RACK AT 8' AGL
8. NEW FIBERGLASS ANTENNA ENCLOSURE ON ON TOP OF NEW MONOPOLE
9. NEW 6"ø CONDUITS FOR U.G. COAX CABLE RUN
10. (E) LIGHT POLE TO REMAIN
11. NEW MONOPINE
12. NEW 8' TALL SPLIT FACED 3-WALL CMU EQUIP. ENCLOSURE W/ CHAIN LINK FENCE BACK WALL & STANDING SEAM METAL ROOF TO MATCH (E) PARK STRUCTURE
13. NEW METRO PCS PANEL ANTENNAS TYP. (2) PER SECTOR FOR A TOTAL OF (6)



SOUTH ELEVATION

0 2' 4' 8' 12'

1/4"=1'-0"

PROJECT:
ROCKLIN STANFORD RANCH N. SAC-203-B

SITE ADDRESS:
BOULDER RIDGE PARK
ROCKLIN, CA. 95765

REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
1	90% ZONING DOC'S	9-22-06	PLS
2	REV 90% ZONING DOC'S	10-26-06	PLS
3	100% ZONING DOC'S	11-21-06	VRT
4	90% ZONING DOC'S	6-26-06	VRT
5	100% ZONING DOC'S	8-23-06	VRT
6	rev 100% ZONING DOC'S	8-28-06	VRT
7			
8			
9			

PREPARED FOR:

metroPCS

785 ORCHARD DR. ste. 200
FOLSOM, CA. 95630

APPROVALS

DATE:	BY:

NOTES:

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Peek Site-Com
853 Lincoln Way, Suite 106
Auburn, California 95603
Phone (530) 885-6160
E-Mail info@peeksitecom.com

DRAWING TITLE:
ELEVATIONS

SEAL	DRAWN BY: PLS	PROJECT NO.: SAC-203-B
	CHECKED BY:	CADD FILE NO.:
	SCALE: AS NOTED	DRAWING NO.: A-2
	DATE: 9-22-05	
	PRINTED:	SHEET OF

PAGE 4 OF EXHIBIT 1
TO EXHIBIT A
TO RESO. NO. 2006-390

Memorandum of License to be recorded
on a resolution approved at the next council meeting.

RESOLUTION NO. 2006-310

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
DIRECTING THE CITY CLERK TO RECORD A MEMORANDUM
OF COMMUNICATIONS SITE LICENSE AGREEMENT
(MetroPCS/Boulder Ridge Neighborhood Park)

WHEREAS, on September 12, 2006, the City Council approved Resolution No. 2006-290 approving and authorizing the City Manager to Execute a Communications Site License Agreement with MetroPCS for a site license in Boulder Ridge Neighborhood Park; and

WHEREAS, the City is required by law to record the License Agreement or a Memorandum of the Agreement in the Office of the Placer County Recorder.

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

Section 1. The City Clerk is authorized and directed to record a Memorandum of Communications Site License Agreement with MetroPCS in the form attached hereto as Exhibit A, in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 26th day of September, 2006, by the following roll call vote:

AYES:	Councilmembers:	Storey, Lund, Hill
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Magnuson, Yorde
ABSTAIN:	Councilmembers:	None

Peter Hill, Presiding Officer

ATTEST:

Barbara Ivanusich
City Clerk

PLACER, County Recorder
JIM MCCAULEY
DOC- 2006-0112769-00
Monday, OCT 23, 2006 08:38:30
NOC $0.00::
Ttl Pd $0.00 Nbr-0001558009
gmv/GV/1-5

Recording Requested by
and Return to:

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

MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE ("Memorandum") dated as of September 12, 2006, is by and between the City of Rocklin, a municipal corporation, ("City"), and METRO PCS CALIFORNIA LLC, a Delaware limited liability company ("Licensee").

WHEREAS, City and Licensee have executed that certain Communications Site License Agreement ("License") dated as of September 12, 2006, covering certain premises ("Premises") situated on certain real property located in the City of Rocklin, County of Placer, State of California, and more particularly described as a portion of Parcel 60 as shown on the Map entitled "Whitney Oaks Phase 2B-Large Lot Subdivision" filed in Book "V" of Maps, Page 29, Placer County Records, commonly known as Boulder Ridge Neighborhood Park.

WHEREAS, City and Licensee desire to record notice of the License in the Official Records of County, California;

NOW, THEREFORE, in consideration of the foregoing, City and Licensee hereby declare as follows:

1. **Demise**. City licenses the Premises more particularly described on Exhibit "1" of the License Agreement on file with the City Clerk of the City of Rocklin to Licensee (together with access rights), and Licensee hires the Premises from City, subject to the terms, covenants and conditions contained in the License.

2. **Expiration date**. The initial term of this License ("Initial Term'") shall be five (5) years commencing upon the date of commencement of construction of Licensee's Facilities or upon December 31, 2006, whichever occurs first ("Commencement Date"). Licensee shall have the right to extend the term of this License for five (5) additional terms ("Renewal Term") of five (5) years each. The terms and conditions for the Renewal Term shall be the same terms and conditions of this License, except that the License Fee shall be increased as set forth in Section 4. This License shall automatically be extended for each successive five (5) year Renewal Term unless Licensee notifies City

in writing of Licensee's intention not to extend this License at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

3. **License controlling**. This Memorandum is solely for the purpose of giving constructive notice of the License. In the event of conflict between the terms of the License and this Memorandum, the terms of the License shall control.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, City and Licensee have executed this Memorandum of License as of the date and year first written above.

LICENSEE:

MetroPCS California LLC,
a Delaware limited liability

By: Corey Linquist
VP & GM
Name:
Title:

CITY OF ROCKLIN,
a municipal corporation

By: ~~Carlos A. Urrutia~~ Rob Brawley
Assistant City Manager

APPROVED AS TO FORM:

By:
Russell A. Hildebrand
City Attorney

ATTEST:

By: Barbara Ivanusich
Barbara Ivanusich
City Clerk

State of California)
County of Sacramento)

On this 5 day of September, 2006, before me, JERRY JAZMADARIAN, Notary Public
(Notary Name and Title)
personally appears CAROL LINQUIST personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

My Commission Expires: 6/12/2009

Signature of Notary Public

[SEAL]

JERRY JAZMADARIAN
Comm. # 1587065
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires June 12, 2009

State of California)
County of Placer)

On this 28th day of September, 2006, before me, Rhona Wu, Notary Public
(Notary Name and Title)
personally appears Rob K. Braulik personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

My Commission Expires: December 24, 2008

RHONA WU
COMM. #1538258
NOTARY PUBLIC • CALIFORNIA
PLACER COUNTY
Comm. Exp. DEC. 24, 2008

Signature of Notary Public

[SEAL]

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Various Personnel Updates

Date: November 14, 2023

Submitted By: Tameka Usher, Administrative Services

Department: Administrative Services - Human Resources

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Adopting a Revised Temporary Positions Salary Schedule.
B. Adopt a Resolution of the City Council of the City of Rocklin Adopting a Side Letter of Agreement to the Memorandum of Understanding between the City of Rocklin and the Rocklin Firefighter's Union.
C. Adopt a Resolution of the City Council of the City of Rocklin to Approve Revised Salary Schedules for the Public Service Employees Bargaining Unit.
D. Adopt a Resolution of the City Council of the City of Rocklin Adopting the Reclassifications and Reallocations in the Parks and Recreation Department, Fire Department, and Abolishing a Classification.
E. Adopt a Resolution of the City Council of the City of Rocklin to Adopt a Salary Range and Allocation for Administrative Office Clerk; Reallocate One Senior Administrative Assistant to Administrative Office Assistant; and Adopt Revised Salary Schedules for 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.

Temporary Positions Salary Schedule Adjustments

On July 31, 2023, the Director of the State of California Department of Finance certified that based on the annual inflation rate from 7/1/21-6/30/22, under Labor Code section 1182.12(c)(3)(A), the state hourly minimum wage must be increased, effective January 1, 2024, to $16.00 an hour. This change impacts the Program Assistant I classification on the temporary salary schedule.

To comply with the abovementioned Labor Code, staff recommends consolidating the Program Assistant I and Program Assistant II classifications to a single Program Assistant classification, resulting in one salary range instead of two. This change will prevent ongoing

compaction issues with having two salary ranges and ensure compliance with the minimum wage change.

During the 2023 calendar year, the City had a total of 34 Program Assistant I/II, with 22 at the I level. The majority of the Program Assistant I/II staff were separated in October due to the end of the City's summer events and concert series. Therefore, there is no immediate cost impact. Program Assistants hired for the 2024 season will be hired at a higher hourly salary of $16.28 per hour.

Rocklin Firefighters Union Side Letter

The Rocklin Fire Department desires to add a comfort canine to its Peer Support Team to promote the mental and emotional well-being of firefighters; provide emotional support and comfort to firefighters and their families; respond to critical incident debriefings; recognize signs of agitation, anxiety, and stress; and help to mitigate those behaviors while promoting healing.

The comfort canine is being offered by the non-profit Hearts 4 Heroes Paw Platoon Placement Program, which provides placement of trained comfort canines within first responder organizations to support first responder mental health and wellness.

Hearts 4 Heroes will provide the following services at no cost to the City:

1. Provide a trained comfort canine to the Rocklin Fire Department, which shall remain in the possession of and be cared for by the Department.
2. Cover all expenses for the comfort canine, including but not limited to veterinarian and other medical expenses, medications, training, crates and bedding, leashes and harnesses, toys, grooming, food and treats, medical insurance, and all other things reasonably necessary for the routine care of the comfort canine.

Staff satisfied the meet and confer obligation with Rocklin Firefighter's Union regarding the proposed changes to allow for compensation for the employee with the canine assignment, in accordance with the City of Rocklin Employee-Employer Resolution.

AFSCME – Public Service Employees Salary Schedules

In the Fiscal Year (FY) 2023/24 Operating Budget, four (4) non-benefited temporary positions were converted to benefited, permanent, part-time positions. One of those positions (0.5 FTE) is a Special Events and Production Coordinator within the Parks and Recreation Department. The City does not have a classification specification for Special Events and Production Coordinator; therefore, staff conducted a review of the classification's essential duties and responsibilities to develop a classification specification. Following the review and development of the classification specification, staff recommends retitling the position to Recreation Specialist since the essential duties and responsibilities are not only related to special events.

Staff recommends that the classification of Recreation Specialist be placed at salary range 11 ($43,407 - $59,159) of the Public Services Employees salary schedule and the incumbent's salary will be set consistent with the hourly equivalent salary. Staff also recommends removing the Special Events and Production Coordinator classification from the Temporary Employees Salary Schedule since it will no longer be in use.

Staff satisfied the meet and confer obligation with the Public Service Employees Bargaining Unit represented by AFSCME regarding the proposed changes in accordance with the City of Rocklin Employee-Employer Resolution.

Reclassification- Senior Office Assistant

Staff conducted a classification study by evaluating the core duties and responsibilities, and the nature and level of work for one vacant 1.0 FTE Senior Office Assistant position allocated to the Fire Department and one encumbered 1.0 FTE Senior Office Assistant position allocated to the Parks and Recreation Department.

The assessment of both positions determined that the duties and responsibilities assigned to both positions (consistent with the operational needs of the departments) exceed that of a Senior Office Assistant classification. Therefore, staff recommends that both Senior Office Assistant positions be upwardly reclassified and reallocated to Administrative Assistant to better align with the duties and responsibilities of the respective departments. For the encumbered position in the Parks and Recreation Department, the incumbent's salary will be set in accordance with City of Rocklin Personnel Rule 3-01 (10). Staff also recommends removing the Senor Office Assistant classification from the Public Services Employees Salary Schedule since it will no longer be in use.

Staff satisfied the meet and confer obligation with Rocklin Firefighter's Union regarding the proposed changes in accordance with the City of Rocklin Employee-Employer Resolution.

Allocation Changes

- Fire Department
    - Delete 1.0 FTE Senior Office Assistant and add 1.0 FTE Administrative Assistant
- Parks and Recreation
    - Delete 1.0 FTE Senior Office Assistant and add 1.0 FTE Administration Assistant

Administrative Services

Currently, the City has an Administrative Assistant classification that is represented by AFSCME and a Senior Administrative Assistant classification which is a confidential position (not represented by AFSCME). Since the current titling is a part of a classification series, HR recommends changing the classification title of the Senior Administrative Assistant to an Administrative Office Assistant to mitigate confusion regarding the titling. This action will result in a classification title change and will have no impact on the employee's salary, duties and responsibilities, nor the confidential designation. Along with the title change, staff recommends removing the Senior Administrative Assistant form the Confidential Salary Schedule.

Additionally, recent organizational and staffing changes in the Administrative Services Department created an opportunity to reevaluate the department's workload and opportunities to improve the flow and timeliness of services to its customers. To help create an improved functional structure in the department, staff recommends the addition of an Administrative Office Clerk. For the past year, the department has used part-time temporary staff to provide a variety of confidential clerical support duties. The department has continued to evaluate its organizational structure and workflow, and therefore identified that a need exists to have ongoing clerical support and are seeking approval to add one regular part-time Administrative

Office Clerk.

Staff recommends that the classification of Administrative Office Clerk be placed at salary range 6 ($43,666 - $59,512) of the Confidential Employees salary schedule and the incumbent's salary be set consistent with the hourly equivalent salary.

In accordance with the City of Rocklin Employee/Employer Resolution, staff further recommends that the classification of Administrative Office Clerk be placed in the Confidential employees' unit since it will be assigned solely to the Department of Administrative Services and therefore will have knowledge of, and regular access to, decisions affecting employer-employee relations.

Allocation Change:

1. Add 0.50 FTE Administrative Office Clerk in the Administrative Services Department.

Fiscal Impact:

Parks and Recreation Department change: The fiscal impact to the General Fund from the staff recommendation is expected to be an increase of $17,353. This amount will be offset with projected salary savings.

Fire Department change: The fiscal impact to the General Fund from the staff recommendation is expected to be an increase of $20,360. This amount will be offset with projected operational savings.

Administrative Office Assistant: There is no fiscal impact related to a classification title change.

Administrative Office Clerk: The fiscal impact to the General Fund from the staff recommendation is expected to be cost neutral.

ATTACHMENTS:

1. Resolution A
2. Resolution A Exhibit 1 - Temporary Positions Salary Schedule
3. Resolution B
4. Resolution B Exhibit 1 - Signed Fire Side Letter
5. Resolution C
6. Resolution C Exhibit 1 - Public Services Employees Salary Schedule A & B
7. Resolution C Exhibit 2 - Temporary Positions Salary Schedule
8. Resolution D
9. Resolution D Exhibit 1 - Public Services Employees Salary Schedule A & B
10. Resolution E
11. Resolution E Exhibit 1 - Confidential Employees Salary Schedule A & B

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING A REVISED TEMPORARY POSITIONS SALARY
SCHEDULE

WHEREAS, on July 31, 2023, the Director of the State of California Department of Finance determined the state hourly minimum wage must be increased, effective January 1, 2024, to $16.00 an hour; and

WHEREAS, the Temporary Positions Salary Schedule requires updating to revise the hourly wage for the Program Assistant I classification to the new state minimum wage; and

WHEREAS, the Human Resources Division recommends adjusting the Temporary Position Salary Schedule to consolidate the Program Assistant I and II classification into a single classification of Program Assistant. This change will prevent compaction and allow the City to remain competitive when hiring seasonal staff.

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

Section 1. Effective December 30, 2023, the City Council adopts the Temporary Positions Salary Schedule attached hereto as Exhibit "1."

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

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

CITY OF ROCKLIN
TEMPORARY POSITIONS
HOURLY SALARY SCHEDULE
Effective December 30, 2023

Classification	Step 1	Step 2	Step 3
Program Assistant	$ 16.28	$ 16.84	$ 17.43
Maintenance Worker Senior Public Services Specialist	$ 17.02	$ 17.62	$ 18.23
Police Clerk	$ 18.76	$ 19.42	$ 20.10
Senior Maintenance Worker	$ 20.68	$ 21.40	$ 22.15
GIS Assistant	$ 21.46	$ 22.21	$ 22.99
Reserve Police Officer Coordinator	$ 26.18		

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING A SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTER'S UNION

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

WHEREAS, the City will implement a comfort canine program to support first responders mental health and wellness at the Rocklin Fire Department; and

WHEREAS, Article 15 (II) of the MOU as written does not include a provision for assignment and compensation of a lead or secondary canine handler;

WHEREAS, the City and the Union have met and conferred and agree to amend the MOU to include a section for comfort canine handler compensation and assignment.

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

Section 1. Effective November 18, 2023, approves and authorizes the City Manager to sign the Side Letter of Agreement between the City of Rocklin and the Rocklin Firefighter's Union attached hereto as Exhibit "1".

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

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

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

Side Letter of Agreement
Between
City of Rocklin
And
Rocklin Firefighters, Local 3847
November 14, 2023

The City of Rocklin and the Rocklin Firefighter's, Local 3847 are parties to a Memorandum of Understanding establishing terms and conditions of employment between the City and employees in the Union for the period of July 1, 2022 thru June 30, 2025.

Background and Overview

The City of Rocklin (City) and IAFF Local 3847 (RFF) will implement a comfort canine program for first responders to support first responders' mental health and wellness at the Rocklin Fire Department.

A member of the Fire Department staff will act as the lead handler, will be responsible for the daily care of the canine, including feeding, exercising, training and other routine care.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this agreement.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias Brown Act (MMBA) and agreed to the below addition to their MOU.

Except as provided here, all wages, hours, and other terms and conditions of employment presently in the City's MOU and Side Letter Agreements with the RFF remain in full force and effect.

Comfort Canine Handler Compensation and Assignment

A. Food, special food supplements, equipment and maintenance including all veterinary, medical expenses, medications, training, crates and bedding, leashes and harnesses, toys, grooming, treats, medical insurance, and upkeep related costs will be provided by the Hearts 4 Heroes Foundation unless the City becomes the owner of the canine, at which time the City will become responsible for these expenses. The City will not reimburse a canine handler for expenses associated with the canine and it is the City's understanding that Hearts 4 Heroes will not reimburse for these expenses unless they were pre-approved in-writing.

B. The lead comfort canine handler will be compensated for thirty (30) minutes each day of off-duty time caring for the canine. The handler will be compensated for this time at time and one-half of the employee's base hourly rate of pay for each off-duty day of canine care, except on off-duty days when a secondary handler cares for the canine. The handler will also be compensated at time and one-half of the employee's base hourly rate of pay for all

mandatory canine related training at the approval of the Fire Chief or his/her designee.

C. When a City employee serves as a secondary comfort canine handler, they will be compensated for thirty (30) minutes each day of off-duty time caring for the canine. The secondary handler will be compensated for this time at time and one-half of the employee's base hourly rate of pay for each off-duty of canine care. When not caring for the canine due to being on leave or otherwise not available during off-duty days, the lead handler shall not receive handler compensation. Both the lead and secondary handler shall not be compensated for the same calendar day.

D. The lead comfort canine handler must be on the Peer Support Team.

E. When the comfort canine is retired from duty the lead comfort canine handler will assume full ownership of the canine and will pay all future costs.

The Parties mutually agree this Side Letter of Agreement will be incorporated into the successor MOU where appropriate.

City of Rocklin	Rocklin Firefighters, Local 3847
	Chris Wade
Aly Zimmermann, City Manager	Chris Wade Local 3847 President
Date:	Date: 10-11-2023

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
TO APPROVE REVISED SALARY SCHEDULES FOR THE PUBLIC SERVICE EMPLOYEES
BARGAINING UNIT

WHEREAS, the City currently uses the temporary classification of Special Events and Production Coordinator to assist with onsite activities for City-sponsored special events and concerts; and

WHEREAS, staff recommends the title be changed to Recreation Specialist since this position was approved in the FY 23/24 budget to be a regular part-time benefited position; and

WHEREAS, HR determined the classification should be assigned to the Public Services Employees Salary Range 11 ($43,407 - $59,159); and

WHEREAS, the recommended changes require an update to the Public Services Employees Salary Schedule and the Temporary Employees Salary Schedule.

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

Section 1. Effective November 18, 2023 the City Council approves the reallocation of 0.50 FTE encumbered Special Events and Production Coordinator to Recreation Specialist in the Parks and Recreation Department.

Section 2. Effective November 18, 2023, the updated Public Services Employees Salary Schedule A & B attached hereto as Exhibit "1" are adopted.

Section 3. Effective November 18, 2023, the updated Temporary Employees Salary Schedule attached hereto as Exhibit "2" is adopted.

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

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

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

City of Rocklin
Public Service Employees Salary Schedule B
Effective October 18, 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 Recreation Specialist	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
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 November 18, 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 Recreation Specialist	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
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

CITY OF ROCKLIN
TEMPORARY POSITIONS
HOURLY SALARY SCHEDULE
Effective December 30, 2023

Classification	Step 1	Step 2	Step 3
Program Assistant	$ 16.28	$ 16.84	$ 17.43
Maintenance Worker Senior Public Services Specialist	$ 17.02	$ 17.62	$ 18.23
Police Clerk	$ 18.76	$ 19.42	$ 20.10
Senior Maintenance Worker	$ 20.68	$ 21.40	$ 22.15
GIS Assistant	$ 21.46	$ 22.21	$ 22.99
Reserve Police Officer Coordinator	$ 26.18		

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ROCKLIN ADOPTING THE RECLASSIFICATION AND REALLOCATIONS IN THE PARKS AND RECREATION DEPARTMENT, FIRE DEPARTMENT, AND ABOLISHING A CLASSIFICATION

WHEREAS, Human Resources has conducted a review of 1.0 FTE Senior Office Assistant encumbered position in the Parks and Recreation Department and 1.0 FTE Senior Office Assistant vacant position in the Fire Department and determined that both positions should be reclassified and reallocated to an Administrative Assistant at AFSCME Salary Range 23; and

WHEREAS, the recommended changes require an update to the Public Services Employees Salary Schedule.

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

Section 1. Effective November 18, 2023, the City Council approves the reclassification and reallocation of 1.0 FTE encumbered Senior Office Assistant to Administrative Assistant in the Parks and Recreation Department.

Section 2. Effective November 18, 2023, the City Council approves the reclassification and reallocation of 1.0 FTE vacant Senior Office Assistant to Administrative Assistant in the Fire Department.

Section 3. Effective November 18, 2023, the City Council abolishes the classification of Senior Office Assistant.

Section 4. Effective November 18, 2023, the updated Public Services Employees Salary Schedule A & B attached hereto as Exhibit "1" are adopted.

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

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

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

City of Rocklin
Public Service Employees Salary Schedule B
Effective October 18, 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 Recreation Specialist	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
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 November 18, 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 Recreation Specialist	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
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

RESOLUTION NO. 2023-

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO ADOPT A SALARY RANGE AND ALLOCATION FOR ADMINISTRATIVE OFFICE CLERK; REALLOCATE ONE SENIOR ADMNISTRATIVE ASSISTANT TO ADMINISTRATIVE OFFICE ASSISTANT; AND ADOPT REVISED CONFIDENTIAL EMPLOYEES SALARY SCHEDULE.

WHEREAS, Human Resources (HR) recommends the Senior Administrative Assistant title be changed to Administrative Office Assistant;

WHEREAS, HR has conducted a review of the workload in the Department of Administrative Services and recommends adding one 0.50 regular benefited FTE Administrative Office Clerk; and

WHEREAS, HR determined the Administrative Office Clerk classification should be assigned to the Confidential employees' group at Confidential Salary Range 6 ($43,666 - $59,512); and

WHEREAS, the recommended changes require an update to the Confidential Employees Salary Schedules.

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

Section 1. Effective November 18, 2023, the City Council approves adopting one 0.50 FTE Administrative Office Clerk allocation in the Department of Administrative Services.

Section 2. Effective November 18, 2023, the City Council approves the title change from Senior Administrative Assistant to Administrative Office Assistant.

Section 3. Effective November 18, 2023, the City Council adopts the updated Confidential Employees Salary Schedules A & B attached hereto as Exhibit "1".

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

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

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE A
(Annual Salary)
Effective November 18, 2023

Classification	Range	1	2	3	4	5	6
Administrative Office Assistant	6	$43,666	$45,849	$48,142	$50,549	$53,076	$55,730
Communications Specialist	8	45,876	48,170	50,579	53,108	55,763	58,551
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

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE B
(Annual Salary)
Effective November 18, 2023

Classification	Range	1	2	3	4	5	6	7	8	9	10
Administrative Office Clerk	6	43,666	45,194	46,776	48,413	50,108	51,861	53,677	55,555	57,500	59,512
Communications Specialist	8	45,876	47,482	49,144	50,864	52,644	54,487	56,394	58,368	60,411	62,525
Administrative Office 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

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Amendment to the Liebert Cassidy Whitmore Professional Services Agreement

Date: November 14, 2023

Submitted By: Tameka Usher, Administrative Services

Department: Administrative Services - Human Resources

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 2 to the Professional Services Agreement with Liebert Cassidy Whitmore and Authorizing the City Manager to Execute Amendment No. 2.

Background:

In January the City entered into a contract with Liebert Cassidy Whitmore for special counsel legal services to support public safety and employment law issues as the arise, legal opinions, policy review. Subsequently, given the vacancies in the City Attorney's Office, Amendment No. 1 was executed June 1, 2023 under the City Manager's authority for additional employment law and public safety legal support, increasing the contract ceiling to $100,000.

In light of the continued vacancies in the City Attorney's Office, staff recommends Amendment No. 2, to amend the term of the Professional Services Agreement through June 30, 2024 and increase the not-to-exceed amount to two hundred thousand dollars ($200,000). This amendment will ensure the City has competent and professional legal services to respond to employment law and public safety legal services, as needed, until the City Attorney's Office is fully staffed.

Fiscal Impact:

The increase to the contract is $100,000. Sufficient funds are available in the Fiscal Year 2023/24 Operating Budget in the City Attorney's Office budget.

ATTACHMENTS:

1. Resolution

2. Amendment No. 2 to the Agreement with Liebert Cassidy Whitmore

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH LIEBERT CASSIDY WHITMORE AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2.

WHEREAS, the City has a current professional services agreement with Liebert Whitmore and Cassidy (LCW) to provide competent and professional legal services to respond to employment law and public safety legal services, as needed, that were previously handled by the City Attorney's Office; and

WHEREAS, the City wishes to amend said agreement via Amendment No.2 to a) increase the "not-to-exceed" amount to $200,000, and b) extend to June, 30, 2024.

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

Section 1. Effective November 14, 2023, the City Council approves Amendment No.2 to increase the LCW professional services agreement to $200,000.00.

Section 2. Effective November 14, 2023, the City Council approves Amendment No.2 to change the end date of the LCW professional services agreement to June 30, 2024.

Section 3. Effective November 14, 2023, the City Council approves the City Manager to execute Amendment No. 2 of the LCW professional services agreement.

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

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

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREMENT
BETWEEN THE CITY OF ROCKLIN AND LIEBERT CASSIDY AND WHITMORE

This Amendment is entered into on _____, by and between the City of Rocklin, a municipal corporation ("City") and Liebert Cassidy and Whitmore ("Contractor") who agree as follows:

RECITALS

WHEREAS, City and Contractor entered into a Professional Services Agreement dated January 1, 2023, for special counsel legal services; and

WHEREAS, City and Contractor entered into an Amendment No. 1 dated June 1, 2023, to increase the not to exceed amount and extend the term of the agreement; and

WHEREAS, City and Contractor wish to increase the not to exceed amount and extend the term of the agreement.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Professional Services Agreement as follows:

1. Section 2 entitled "Payment" is amended to increase the not to exceed amount of the contract to Two Hundred Thousand Dollars ($200,000).

2. Exhibit A, subsection "Payment Provisions" is amended to increase the not to exceed amount to Two Hundred Thousand Dollars ($200,000).

3. Section 15 entitled "Term" is amended and shall continue in effect until June 30, 2024, unless sooner terminated or extended as provided in the contract.

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

Executed as of the date first written above.

"CITY"

By: _____
Aly Zimmermann, City Manager

“CONTRACTOR”

By: _____
J. Scott Tiedemann, Managing Partner

By: _____
Jack Hughes, Partner

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

ATTEST:

By: _____
Haley Reid, Acting City Clerk

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Community Development Department Quarterly Building Report

Date: November 14, 2023

Submitted By: David Mohlenbrok, Director of Community Development

Department: Community Development

Recommendation:
Receive the Quarterly Building Report for the Quarter which ended September 30, 2023.

ATTACHMENTS:
1. Community Development Department Quarterly Building Report

CITY OF ROCKLIN

Community Development Department

Building Division

MONTHLY BUILDING REPORTS

ROCKLIN
CALIFORNIA

July – September 2023

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 7/1/2023 and 7/31/2023

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**8**	**$976,416.00**	**$28,074.05**
ALTERATIONS	1	$175,000.00	$4,657.13
OTHER	1	$5,978.00	$1,140.67
ROOFING	3	$300,438.00	$3,964.83
TENANT IMPROVEMENT	3	$495,000.00	$18,311.42
ELECTRICAL	**56**	**$1,373,924.08**	**$31,993.85**
ELECTRICAL PANEL-COM	1	$8,176.00	$273.50
ELECTRICAL PANEL-RES	2	$11,300.00	$547.00
EVCS - RES	10	$33,046.60	$3,003.00
PHOTOVOLTAIC-RES	31	$820,907.33	$15,323.13
PORTABLE SPA	1	$1,286.00	$421.50
PV/ESS-RES	11	$499,208.15	$12,425.72
MECHANICAL	**25**	**$413,044.37**	**$7,168.83**
HVAC-COM	2	$37,500.00	$786.33
HVAC-RES	23	$375,544.37	$6,382.50
MULTI FAMILY ALTER	**1**	**$93,000.00**	**$2,243.25**
OTHER	1	$93,000.00	$2,243.25
PERMIT REISSUE	**4**	**$1,662,108.13**	**$1,395.88**
PLUMBING	**10**	**$74,409.70**	**$3,187.27**
OTHER	3	$40,800.00	$1,138.77
WATER HEATER-RES	7	$33,609.70	$2,048.50
POOL	**15**	**$1,302,648.00**	**$16,471.62**
POOL	8	$644,066.00	$8,468.50
POOL/SPA	7	$658,582.00	$8,003.12
RES 1 2 FAMILY ALTER	**38**	**$692,955.95**	**$21,219.06**
ADDITION	2	$31,500.00	$2,108.70
ALTERATIONS	5	$112,427.00	$5,407.67
OTHER	14	$229,017.00	$5,775.56
ROOFING	14	$199,170.00	$5,474.37
SIDING	3	$120,841.95	$2,452.76
RES 1 2 FAMILY NEW	**20**	**$2,511,828.86**	**$212,849.84**
ACCESSORY BUILDING	2	$121,759.00	$5,908.87
DWELLING	11	$2,304,780.41	$201,724.73
PATIO COVER	6	$74,232.00	$4,659.28
SHED	1	$11,057.45	$556.96
SIGN	**2**	**$29,400.00**	**$1,490.10**
BLDG PLANNING PERMIT	1	$29,400.00	$1,104.10
PLANNING PERMIT	1	$0.00	$386.00
WEB RES HVAC	**72**	**$1,068,792.27**	**$19,696.00**
WEB RES WATER HEATER	**11**	**$19,509.00**	**$3,008.50**
Totals:	**262**	**$10,218,036.36**	**$348,798.25**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 8/1/2023 and 8/31/2023

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**6**	**$368,274.00**	**$8,605.90**
OTHER	1	$50,500.00	$1,094.47
ROOFING	4	$214,774.00	$3,530.29
TENANT IMPROVEMENT	1	$103,000.00	$3,981.14
COMMERCIAL NEW	**2**	**$330,000.00**	**$6,171.81**
OTHER	2	$330,000.00	$6,171.81
ELECTRICAL	**51**	**$2,048,886.76**	**$32,477.89**
ELECTRICAL PANEL-RES	4	$11,709.50	$1,199.00
EVCS - RES	10	$71,751.00	$2,799.41
PHOTOVOLTAIC-COM	3	$1,044,480.00	$5,407.00
PHOTOVOLTAIC-RES	23	$442,940.86	$11,254.87
PORTABLE SPA	1	$35,000.00	$425.50
PV/ESS-RES	10	$443,005.40	$11,392.11
MECHANICAL	**19**	**$271,301.72**	**$5,533.23**
HVAC-COM	2	$67,000.00	$883.73
HVAC-RES	17	$204,301.72	$4,649.50
PERMIT REISSUE	**8**	**$32,445.00**	**$2,939.02**
PLUMBING	**11**	**$72,583.47**	**$3,511.30**
OTHER	3	$34,433.47	$820.50
SOLAR PANELS-RES	4	$25,100.00	$1,596.80
WATER HEATER-RES	4	$13,050.00	$1,094.00
POOL	**8**	**$688,380.00**	**$9,328.91**
POOL	5	$436,875.00	$5,217.30
POOL/SPA	3	$251,505.00	$4,111.61
RES 1 2 FAMILY ALTER	**50**	**$1,459,793.64**	**$47,571.37**
ADDITION	2	$105,400.00	$4,713.46
ADDITION AND ALTERATION	1	$400,000.00	$11,646.08
ALTERATIONS	11	$376,200.00	$13,282.20
OTHER	20	$274,320.64	$10,573.91
ROOFING	12	$221,513.00	$4,556.00
SIDING	4	$82,360.00	$2,799.72
RES 1 2 FAMILY NEW	**37**	**$8,040,092.82**	**$408,097.49**
DETACHED GARAGE	5	$141,946.80	$8,358.80
DWELLING	21	$7,695,966.02	$390,214.14
PATIO COVER	9	$157,180.00	$7,667.40
RETAINING WALL	2	$45,000.00	$1,857.15
SIGN	**4**	**$5,500.00**	**$2,607.00**
BLDG PLANNING PERMIT	4	$5,500.00	$2,607.00
WEB RES HVAC	**67**	**$1,082,794.65**	**$18,331.50**
WEB RES WATER HEATER	12	$25,420.40	$3,282.00
Totals:	**275**	**$14,425,472.46**	**$548,457.42**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 9/1/2023 and 9/30/2023

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**8**	**$480,720.00**	**$12,583.63**
ALTERATIONS	2	$122,000.00	$3,161.06
OTHER	5	$348,000.00	$8,879.74
ROOFING	1	$10,720.00	$542.83
DEMOLITION	**1**	**$500.00**	**$551.50**
OTHER	1	$500.00	$551.50
ELECTRICAL	**31**	**$646,985.04**	**$18,805.50**
ELECTRICAL PANEL-RES	4	$13,400.00	$1,178.00
EVCS - RES	6	$10,124.04	$1,641.00
OTHER	1	$45.00	$273.50
PHOTOVOLTAIC-RES	10	$232,277.00	$4,634.00
PV/ESS-RES	10	$391,139.00	$11,079.00
MECHANICAL	**12**	**$160,130.41**	**$3,558.77**
HVAC-COM	3	$45,276.00	$1,097.27
HVAC-RES	9	$114,854.41	$2,461.50
MISCELLANEOUS	**2**	**$62,000.00**	**$980.22**
ELEC/MECH/PLUM-RES	2	$62,000.00	$980.22
PERMIT REISSUE	**2**	**$740,000.00**	**$779.56**
Unassigned	2	$740,000.00	$779.56
PLUMBING	**15**	**$114,109.86**	**$4,477.72**
OTHER	7	$83,600.00	$2,100.91
SOLAR PANELS-RES	1	$9,000.00	$378.31
WATER HEATER-COM	1	$1,475.00	$273.50
WATER HEATER-RES	6	$20,034.86	$1,725.00
POOL	**7**	**$834,138.00**	**$9,798.94**
POOL	2	$234,800.00	$2,526.53
POOL/SPA	5	$599,338.00	$7,272.41
RES 1 2 FAMILY ALTER	**42**	**$1,040,709.46**	**$35,411.86**
ADDITION AND ALTERATION	1	$65,600.00	$2,870.60
ALTERATIONS	13	$350,504.63	$16,071.11
DWELLING	2	$121,400.00	$5,921.01
OTHER	9	$146,906.68	$3,488.01
ROOFING	16	$301,466.15	$6,075.00
SIDING	1	$54,832.00	$986.13
RES 1 2 FAMILY NEW	**18**	**$1,895,413.90**	**$143,398.51**
DWELLING	7	$1,740,256.40	$134,559.47
OTHER	1	$50,000.00	$1,601.80
PATIO COVER	8	$94,926.50	$6,141.97
RETAINING WALL	2	$10,231.00	$1,095.27
SIGN	**5**	**$13,900.00**	**$2,879.31**
BLDG PLANNING PERMIT	3	$12,500.00	$2,107.31
PLANNING PERMIT	2	$1,400.00	$772.00
WEB RES HVAC	**44**	**$562,976.25**	**$12,035.00**
Unassigned	44	$562,976.25	$12,035.00
WEB RES WATER HEATER	11	**$28,535.00**	**$3,008.50**
Unassigned	11	$28,535.00	$3,008.50
Totals:	**198**	**$6,580,117.92**	**$248,269.02**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: College Park Fire Fuel Load Management Contract

Date: November 14, 2023

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

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for College Park Fire Fuel Load Management to Tree Pro Tree Service, Inc. and Authorizing the City Manager to Execute an Agreement.

Background:
The Development Agreement between the City of Rocklin and the developers of College Park requires that the City accept open space areas within the College Park Development Area (see Attachment 2 for location maps). These open space areas need to be brought up to City standards for Fire Fuel Load Management.

The College Park Fire Fuel Load Management project consists of abating all flammable vegetation within one hundred (100) feet of both residential and commercial property lines and abating all dead or dying brush, trees, limbs, and branches within six (6) feet of the ground within the open space areas accepted by the City of Rocklin.

The bid for College Park Fire Fuel Load Management was advertised on September 7, 2023, and September 14, 2023, with the bid opening Thursday, October 19, 2023. Two (2) bids were received from the following (Attachment 3).

- Tree Pro Tree Service Inc. (Penryn) $ 71,575
- Pile Engineering R&G (Auburn) $477,000

Staff has reviewed the low bid for sufficiency, determined it was responsive, and determined Tree Pro Tree Service Inc. submitted a responsible bid. Staff recommends that the City Council award the contract to Tree Pro Tree Service Inc. Pursuant to the Rocklin Municipal Code 3.04.050, the City Manager has change order authority of fifteen (15) percent of the contract amount $10,736.25. The amount for this project including fifteen (15) percent change order authority brings the total cost to $82,311.25.

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has reviewed the City of Rocklin Weed Abatement Project under the previously approved Notice of Exemption for the City's weed abatement projects, Resolution No. 2019-259 and is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301.

Fiscal Impact:

There is no fiscal impact associated with this contract as the developer will be reimbursing the City for all work done under this contract.

ATTACHMENTS:

1. Resolution
2. Project Location Maps
3. Bid Summary

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AWARDING THE CONTRACT FOR COLLEGE PARK FIRE FUEL LOAD MANAGEMENT TO TREE PRO TREE SERVICE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the College Park Fire Fuel Load Management project consists of abating flammable vegetation within the open space areas of the College Park Development Area and bringing them into compliance with City standards for fire fuel load management; and

WHEREAS, the invitation for bids was advertised September 7, 2023, and September 14, 2023, with the bid opening Thursday, October 19, 2023, the bids were examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $71,575 submitted by Tree Pro Tree Service Inc.; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen percent of the contract $10,736.25, is automatically authorized for all public works project contracts awarded by the City Council or the City Manager, as long as adequate funds have been appropriated, bringing the total authorized project amount to $82,311.25; and

WHEREAS, there is no fiscal impact as the developer will be reimbursing the City for all work done under this contract.

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

Section 1. The City Council awards the contract for the College Park Fire Fuel Load Management to Tree Pro Tree Service Inc

Section 2. The City Manager is authorized to execute an Agreement with Tree Pro Tree Service Inc. for the Project, in substantially the form attached hereto as Exhibit “A.”

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

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of November 14, 2023, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **TREE PRO TREE SERVICE, INC.,** a corporation (hereinafter called "Contractor").

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

I. CONTRACT DOCUMENTS

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

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

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

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

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

III. AGREEMENT CONTROLS

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

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Fire Station No. 24 & Fire Station No. 25 Security

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Seventy-One Thousand, Five Hundred Seventy-Five ($71,575)** as the stipulated sum

price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

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

IVII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

VII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

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

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Five Hundred Dollars **($500.00)** for each **Calendar day**, continuing to the time at which the Work is completed.

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

VIIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

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

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

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

XV.PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

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

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

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

XVII. LABOR CODE COMPLIANCE

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

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

XVIII. UNFAIR COMPETITION

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

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

XIX. ASSIGNMENT

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

XIX. NO THIRD PARTY BENEFICIARIES

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

/////SIGNATURE PAGE FOLLOWS/////

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

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Richard Stutz	Print Name
CEO	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Daniel Cucchi, Interim City Attorney

ATTEST:

Haley Reid, Acting City Clerk

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

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

Project Location Maps



College Park South Open Space



ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: College Park Fire Fuel Load Management	
DATE: October 19, 2023	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Tree Pro PO Box 611 Penryn, CA. 95663	$ 71,575.00	$	✓	✓
2. Pile Engineering DBA: R&G 701 High Street #224 Auburn, CA.	$477,000.00	$	✓	✓
3.	$	$		
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Angela Doyle
Angela Doyle, Finance

10/19/23
Date

Janette Haley, Deputy City Clerk

10/19/23
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Motorola Solutions, Inc. Maintenance and Radio Infrastructure Software Upgrade Agreement

Date: November 14, 2023

Submitted By: Myra Salazar, Manager of Police Records and Communications
Rustin Banks, Chief of Police

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin to authorize the City Manager to Execute and Sign the Maintenance and Radio Infrastructure Software Upgrade Agreement with Motorola Solutions, Inc.

Background:
Motorola Solutions, Inc. has contracted with the City of Rocklin since 2005 to provide public safety radios and infrastructure. The current service agreement with Motorola Solutions, Inc. expires on December 31, 2023. The agreement provides basic coverage which includes repairs and maintenance to the existing radio system infrastructure, preventative maintenance, and local repair with onsite response 24/7.

The current radio infrastructure has components are at the end-of-life and requiring software upgrades to maintain functionality. To best meet the functional and operational specifications for the City of Rocklin's public safety, the solution agreed upon includes a combination of hardware, software, and services which are included in the agreement:

- Remote Technical Support
- Network Hardware Repair
- Security Update Service
- On-site Infrastructure Response
- Annual Preventive Maintenance

Staff have negotiated a 3-year agreement with Motorola Solutions, Inc. with the intent to preserve the current analog radio system. The new proposed agreement will continue to provide the services listed above with the addition of software upgrades for the succeeding 3 years.

Motorola Solutions, Inc. is a specialized vendor for services and products. Therefore, staff recommends suspending competitive bidding requirement as outlined in the Rocklin Municipal Code section 3.04.090 (B), sole or limited source. All of Rocklin's radio infrastructure and equipment was purchased from Motorola Solutions, Inc. and installed and maintained over the past 18 years by Motorola Solutions, Inc. trained technicians. Motorola Solutions, Inc. technicians have the specific training and knowledge to maintain/repair existing and upgraded equipment. Competitive bidding would not be in the public interest for this project because Motorola Solutions, Inc. is the manufacturer of the equipment and Motorola Solutions, Inc. technicians are trained and skilled to install and maintain their brand-specific product and the highly technical institutional and historical knowledge required of the technicians to maintain and expand on an 18-year-old radio system.

As part of the Fiscal Year (FY) 2022/23 budget adoption, the City Council approved a $350,000 budget appropriation to the Police Department for the migration of the public safety analog radio system to a digital platform. After careful consideration, and to avoid the additional expense of maintaining two dissimilar radio infrastructures (analog and digital), it was decided to extend the life of the existing analog radio system for a period of 3 years. This extension will provide the Fire Department and their allied agencies with additional time to acquire the requisite digital hardware needed for full integration onto the digital platform. Given the delay, the Police department is recommending that the $350,000 originally authorized for converting the radio infrastructure from analog to digital be redirected to support the first year's cost, in addition to the current radio maintenance budget. Future year's maintenance costs will be contemplated in the subsequent year's budget.

Fiscal Impact:

The grand total for the 3 year contract is $327,899. The payment schedule is as follows:

- The cost of the maintenance and custom upgrade to supported software release is $162,891 for Year 1 FY 2023/24.
- The cost of the maintenance and Lifecycle Services which includes Motorola's Software Agreement for Year 2 FY 2024/25 is $80,733.
- The cost of the maintenance and Lifecycle Services which includes Motorola's Software Agreement for Year 3 FY 2025/26 is $84,275.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC.

WHEREAS, the Rocklin Police Department's radio infrastructure used for public safety communications has components which are at the end-of-life requiring replacement and necessitating software upgrades to maintain functionality of the current analog system; and

WHEREAS, the City has contracted with Motorola Solutions, Inc. since 2005. The current service agreement is scheduled to expire on December 31, 2023; and

WHEREAS, the City has budgeted for the maintenance and minor upgrades of the radio infrastructure; and

WHEREAS, Motorola Solutions, Inc. is a specialized vendor for services and products, staff recommends suspending competitive bidding requirement. All of Rocklin's radio infrastructure and equipment was purchased from Motorola Solutions, Inc. and installed and maintained over the past 18 years by Motorola Solutions, Inc. trained technicians. Motorola Solutions, Inc. technicians have the specific training and knowledge to maintain/repair our existing and upgraded equipment. Competitive bidding would not be in the public interest for this project because Motorola Solutions, Inc. is the manufacturer of the equipment and Motorola Solutions, Inc. technicians are trained and skilled to install and maintain their brand-specific product and the highly technical institutional and historical knowledge required of the technicians to maintain and expand on an 18-year old radio system.

WHEREAS, this recommendation aligns with Rocklin Municipal Code Section 3.04.090 subsection B, which requires City Council approval for sole-source determination on contracts exceeding $50,000.

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 the City Manager to execute a 3-year agreement with Motorola Solutions, Inc. for maintenance and radio infrastructure software upgrades. The agreement is attached hereto as Exhibit A.

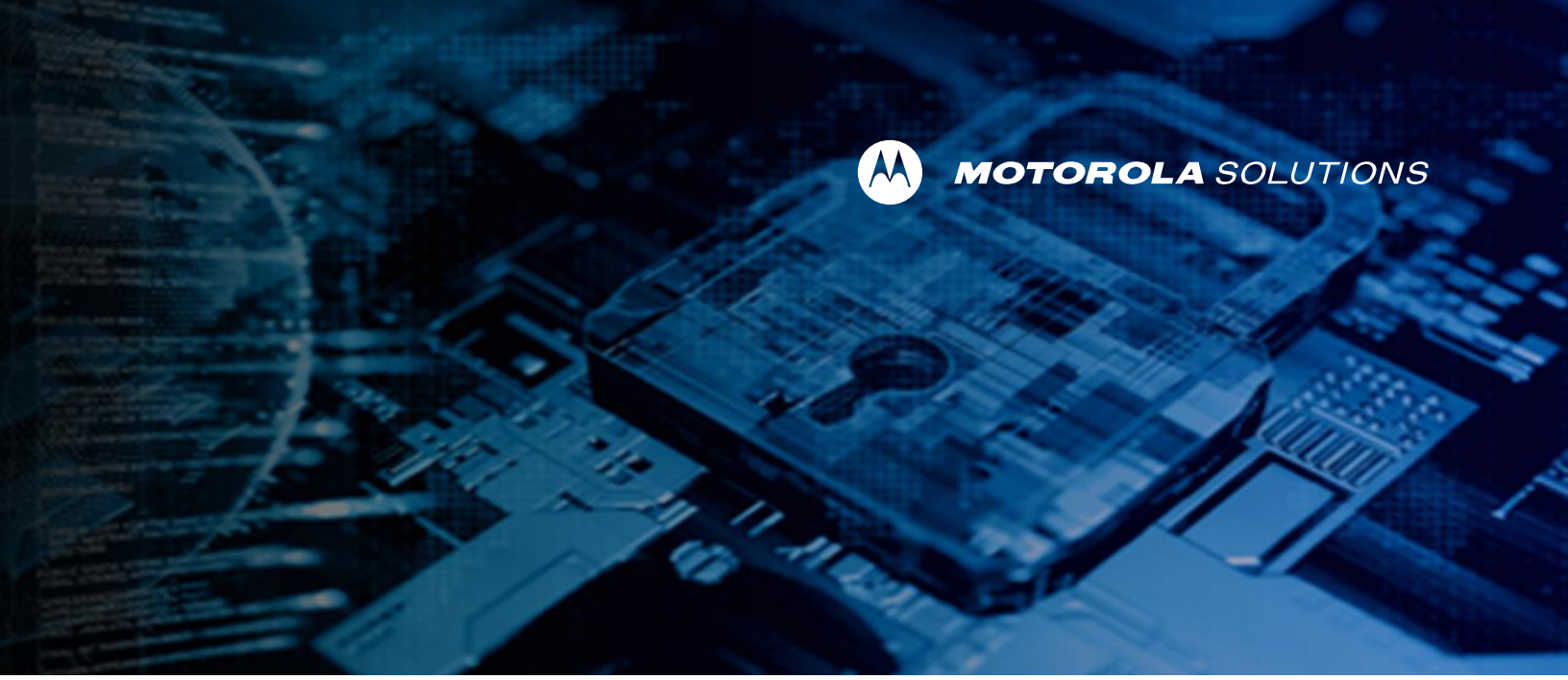
PASSED AND ADOPTED this 14th day of November, 2023, by the following vote:

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk



MOTOROLA SOLUTIONS

Proposal

Rocklin Police Department

Essential Plus Service

Maintenance and Lifecycle

7 June 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2023 Motorola Solutions, Inc. All rights reserved.

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

June 7, 2023

Myra Salazar
City of Rocklin Police Department
4080 Rocklin Road
Rocklin, CA 95677

Subject: Essential Plus Service

Dear Ms. Salazar,

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide the City of Rocklin Police Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value. To help the City of Rocklin PD with the extension of Motorola Solutions Essential Plus Services (contract # USC000053751), Motorola Solutions will upgrade their console infrastructure to the current supported release.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the Essential Plus Service and provides:

- Remote Technical Support.
- Network Hardware Repair.
- Security Update Service (SUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

This proposal consists of this cover letter and the Maintenance Support and Lifecycle Management Purchase Agreement ("Agreement"), together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter. The City of Rocklin Police Department may accept the proposal by delivering to Motorola the signed Agreement Alternatively, Motorola would be pleased to address any concerns Customer may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Mike Marraccini, Senior Account Manager, at 916-201-5670.

We thank you for the opportunity to furnish the City of Rocklin Police Department with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Roy Kyser
Area Sales Manager

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Motorola Solutions

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Section 1

Essential Plus Services

1.1 Overview

Motorola Solutions is proposing our Essential Plus Services for **ASTRO® 25 K Core and Console infrastructure** to provide Rocklin PD with the support needed to detect and resolve unforeseen issues. Essential Plus Services consists of the following elements:

- Remote Technical Support.
- Network Hardware Repair.
- Security Update Service (SUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

Together, these elements will help to avoid operational disruptions and maintain the value of Rocklin PD's communications investment.

Support for the RF infrastructure is not included at this time.

Each of these elements is summarized below and expanded upon in Section 2.2: Essential Plus Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section 2.2: Essential Plus Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

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On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

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Section 2

Statement of Work

2.1 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

2.1.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

2.1.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

2.1.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

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The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.

2.1.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

2.1.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- **Remote Technical Support**: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Network Hardware Repair**: Track return material authorizations (RMA) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- **Security Update Service**: View available security updates. Access available security update downloads.
- **On-site Infrastructure Res**ponse: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Annual Preventive Maintenance**: View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- **Orders and Contract Information**: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

2.2 Essential Plus Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

2.2.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

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Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

2.2.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' CRM system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 2.2.5.8: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

2.2.1.2 Scope

The CMSO Service Desk is available via telephone 24/7/365 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 2.2.5.8: Priority Level Definitions and Response Times.

2.2.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

2.2.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 2.2.5.8: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.

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- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

2.2.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

2.2.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 2.2.5.8: Priority Level Definitions and Response Times..
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

2.2.2 Network Hardware Repair

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

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Motorola Solutions

2.2.2.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations (IDO). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

2.2.2.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7/365. Repair authorizations can also be obtained by contacting the CSM.

2.2.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

2.2.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third-party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
  - Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
  - When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.

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Motorola Solutions

- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 2.2.2.6: Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.

2.2.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

2.2.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
  - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

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2.2.2.7 Repair Process

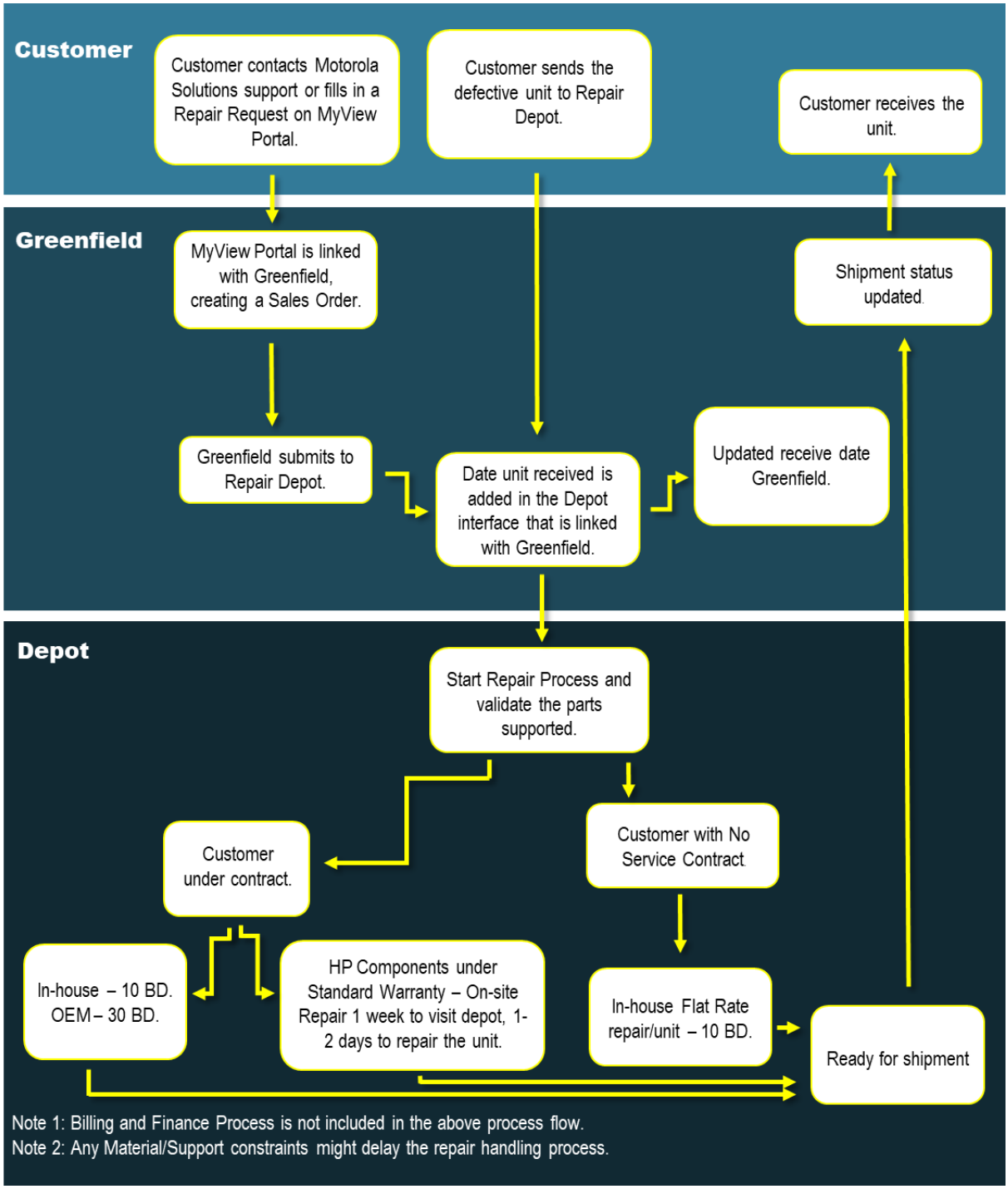


Figure 2-1: Repair Decision Process

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2.2.3 K Core Security Update Service

Motorola Solutions' ASTRO 25 K Core Security Update Service (SUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with Microsoft Windows clients and dispatch consoles included in ASTRO 25 K Core systems. The Customer will be responsible for downloading and installing these security updates, as well as rebooting the relevant hardware after installation.

2.2.3.1 Description of Service

Motorola Solutions uses a dedicated information assurance lab to test security updates for compatibility with Microsoft Windows clients and consoles that are part of ASTRO 25 K Core systems. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds the SUS team will provide documentation with the security updates on the secure website.

The Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components.

2.2.3.2 Scope

SUS includes pretested security updates for the software listed in Table 2-1: Update Cadence. These security updates apply to Microsoft Windows clients and dispatch consoles included in the ASTRO 25 K Core system. Motorola Solutions delivers these security updates for installation by the Customer. This table also describes the release cadence for security updates.

Table 2-1: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows third party (i.e. Adobe Reader)	Monthly

2.2.3.3 Inclusions

SUS supports the current Motorola Solutions ASTRO 25 K Core system release, and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned CSM for the latest supported releases.

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2.2.3.4 Motorola Solutions Responsibilities

- On the release schedule in Section 2.2.3.2: Scope, review relevant and appropriate security updates released by Original Equipment Manufacturer (OEM) vendors.
- Release tested and verified security patches to Motorola Solutions' secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Include printable labels the Customer may use if downloading security updates to a disk.
- Send notifications by email when security updates are available to download from the secure website.

2.2.3.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 K Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- ASTRO 25 L Core, M Core, and Simplified Core systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware are not included in these services.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

2.2.3.6 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a CSP prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions' assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions' secure website.
- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.
- Download and apply only to the Customer's system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other system or user

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other than the system/user contemplated by the Customer Agreement of this agreement is not permitted.

- Deploy the pretested files to the Customer's system as instructed in the "Read Me" text provided on the secure website.
- Implement recommended remediation(s) on the Customer's system, as determined necessary by the Customer.
- When a security update requires a reboot, reboot servers and workstations after security updates are installed. Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.
- Adhere closely to the Motorola Solutions CMSO troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

2.2.3.7 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

2.2.4 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' CMSO organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

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2.2.4.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 2.2.5.8: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

2.2.4.2 Scope

On-site Infrastructure Response is available in accordance with Section 2.2.5.8: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

2.2.4.3 Geographical Availability

On-site Infrastructure Response is available worldwide where Motorola Solutions servicers are present. Response times are based on the Customer's local time zone and site location.

2.2.4.4 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

2.2.4.5 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure components, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
  - If required by the Customer's repair verification in the CSP, verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.

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  - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal (SCP):
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

2.2.4.6 Limitations and Exclusions

The following items are excluded from this service:

- All Motorola Solutions infrastructure components beyond the post-cancellation support period.
- All third-party infrastructure components beyond the post-cancellation support period.
- All broadband infrastructure components beyond the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Tower and tower mounted equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

2.2.4.7 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide the following information when initiating a service request:

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  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

2.2.4.8 Priority Level Definitions and Response Times

This section describes the criteria Motorola Solutions used to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 2-2: Standard Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core**: Core server or core link failure. No redundant server or link available. **Sites/Subsites**: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles**: More than 40% of a site's console positions down. **Conventional Channels**: Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features**: Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.

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Incident Priority	Incident Definition	On-site Response Time
High P2	**Core**: Core server or link failures. Redundant server or link available. **Consoles**: Between 20% and 40% of a site's console positions down. **Sites/Subsites**: One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels**: Up to 50% of CCGWs down. Redundant gateways available. **Network Elements**: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles**: Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements**: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests**: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

2.2.5 Annual Preventative Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

2.2.5.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

2.2.5.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

2.2.5.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service marked in Table 2-3: Preventive Maintenance Level.

Table 2-3: Preventive Maintenance Level

Service Level	Included

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Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

2.2.5.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the CSP, comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
- Perform the tasks defined in Section 2.2.5.7: Preventative Maintenance Tasks.
  - Perform the procedures defined in Section **Error! Reference source not found.**: **Error! Reference source not found.** for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure (MOP) defined for each task.

2.2.5.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

2.2.5.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and

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safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.

- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

2.2.5.7 Preventative Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section 2.2.5.3: Inclusions.

MASTER Site CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management (NM) Client Applications	Review Unified Event Manager (UEM) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.

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MASTER Site CHECKLIST – LEVEL 1	
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.

MASTER Site CHECKLIST – LEVEL 1	
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.

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DISPATCH SITE CHECKLIST – LEVEL 1	
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder (IRR) Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement

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DISPATCH SITE CHECKLIST – LEVEL 1	
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Testing	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

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2.2.5.8 Priority Level Definitions and Response Times

Table 2-4: Priority Level Definitions and Response Times describes the criteria Motorola Solutions CMSO uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 2-4: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

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Section 3

Statement of Work

ASTRO 25 K-Core System Upgrade Agreement II (SUA II)

1.0 Description of Service and Obligations

1.1 As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 K-Core system.

1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 K-Core system must be in the Standard Support Period.

1.3 ASTRO 25 K-Core system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

1.4 The price quoted for the K-Core SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

1.5 ASTRO 25 K-Core SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6 The following ASTRO 25 K-Core certified system release software for the following products are covered under this ASTRO 25 K-Core SUA II:

1.6.1 Servers
1.6.2 Workstations
1.6.3 Firewalls
1.6.4 Routers
1.6.5 LAN switches
1.6.6 MCC 7XXX Dispatch Consoles
1.6.7 GTR8000 Base Stations
1.6.8 GCP8000 Site Controllers
1.6.9 GCM8000 Comparators
1.6.10 Motorola Solutions Logging Interface Equipment
1.6.11 NICE and Verint Logging Solutions (if purchased)

1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be

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upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.

1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

1.8.1 Servers
1.8.2 Workstations
1.8.3 Routers
1.8.4 LAN Switches

1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

1.9.1 GTR 8000 Base Stations
1.9.2 GCP 8000 Site Controllers
1.9.3 GCM 8000 Comparators
1.9.4 MCC 7XXX Dispatch Consoles

1.10 ASTRO 25 K-Core SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 K-Core SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 K-Core SUA II coverage.

1.11 The ASTRO 25 K-Core SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

1.13 ASTRO 25 K-Core SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 K-Core SUA II price adjustment.

1.14 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 K-Core system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 4 months prior to a scheduled upgrade.

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2.1.1 Motorola responsibilities

2.1.1.1 Obtain and review infrastructure system audit data as needed.

2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.

2.1.1.4 Define the installation plan.

2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.1.6 Assign program management support required to perform the certified system upgrade.

2.1.1.7 Assign field installation labor required to perform the certified system upgrade.

2.1.2 Customer responsibilities

2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

2.1.2.3 Assist in site walks of the system during the system audit when necessary.

2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.

2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

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2.2.2.1 Validate system maintenance is current.
2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.3 System Upgrade

2.3.1 Motorola responsibilities
2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities
2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities
2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.4.2 Customer Responsibilities
2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 K-Core SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 Customer acknowledges that if the system has a special product feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

3.3 Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to stations, comparators, site controllers, console, backhaul and network changes are not included.

3.4 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 K-Core SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

3.5 The parties acknowledge and agree that the ASTRO 25 K-Core SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions

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- Motorola Public Sector Applications Software (“PSA”)
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as MPLS equipment, microwave terminals and associated multiplex equipment

3.6 ASTRO 25 K-Core SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.7 ASTRO 25 K-Core SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

3.8 ASTRO 25 K-Core SUA II does not cover or include deliverables included with the Security Update Service. This means that the K-Core SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.

3.9 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 K-Core network functionality.

4.0 Special provisions

4.1 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.2 ASTRO 25 SUA II coverage and the parties’ responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer’s system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4.3 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

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Appendix A – ASTRO 25 K-Core System Release Upgrade Paths

ASTRO System Release	Certified Update Paths
Pre-7.16	Upgrade to Current Shipping Release
7.16	7.18
7.17.X*	A2019.2; A2020.1
7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

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Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 K-Core SUA II price adjustment.

Master Site Configuration	
# of Master Sites	**1**
System Level Features	
MOSCAD NFM RTU (typically 1 per site location)	**1**
MOSCAD NFM / SDM Clients	0
Network Management Clients	**1**
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Security Configuration	
Firewalls	**1**
RF Site Configuration	
# of RF Sites	0
Simulcast Prime Sites (including co-located/redundant)	0
RF Sites (includes Simulcast sub-sites, ASR sites)	0
GTR 8000 Base Stations	0
Dispatch Site Configuration	
# of Dispatch Sites	0
MCC7500 Dispatch Consoles	**4**
CCGWs	**2**
MCC7100 Dispatch Consoles	0
AIS	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog)	0
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0

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Section 4

Pricing

Motorola is pleased to provide the following equipment and services to Rocklin PD.

4.1 Summary

Item	Year 1 (includes Maintenance and custom upgrade to supported release)	Year 2 (includes maintenance and 1st year of SUA II)	Year 3 (includes maintenance and 2nd year of SUA II)	Total
Maintenance and Lifecycle services	$162,891	$80,733	$84,275	**$327,898**

4.2 Payment Terms

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

100% of Year 1 price will be due upon Contract Execution.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

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Section 5

Contractual Documentation

Provided on the following pages.

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Maintenance Support and Lifecycle Management Purchase Agreement

Motorola Solutions, Inc. (“Motorola”) and _____ (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the Maintenance support and Lifecycle Management services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola “Software License Agreement”
Exhibit B	Statements of Work (“SOW”)
Exhibit B-1	Lifecycle Management Statement of Work
Exhibit B-2	Maintenance Services Statement of Work
Exhibit C	Payment Schedule
Exhibit D	Equipment List, if applicable

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Confidential Information” means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the equipment that is specified in the attachments or is subsequently added to this Agreement.

“Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

“Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

“Motorola Software” means Software that Motorola or its affiliated company owns.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

“Non-Motorola Software” means Software that another party owns.

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"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

"Services" means those installation, maintenance, SUA, MUA, NUA support, training, and other services described in this Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program (which may include MUA or NUA services).

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B-1 and B-2.

4.2 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement is _____ years, commencing on _____, 201_.

4.3. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.4. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.5. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of

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the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable

4.6. INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.7. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as Exhibit D.

4.8. All Equipment must be in good working order on the Effective Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.9. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.10. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer’s location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4.30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

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7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that a purchase order or NTP is not required for contract performance and that sufficient funds have been appropriated in accordance with applicable law. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Invoices will be mailed or emailed to Customer pursuant to Section 7.3.1, Invoicing and Shipping Addresses. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3.1. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

7.4 INFLATION ADJUSTMENT. After the end of the five year service period in this Agreement, if any, during the Term of this Agreement, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each Contract year results in an increase of three percent (3%), the price for the following year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI – 3 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the $12^{th}/24^{th}/36^{th}$, etc. anniversary of the end of the last service period in this Agreement. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

7.5 FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to

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the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 8 WARRANTY

8.1. SERVICE WARRANTY. Motorola warrants that is Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-1.

8.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT AND TERMINATION

9.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing

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the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

9.3 If the Customer terminates this Agreement before the end of the ____ Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed ___ years. This is not a penalty, but a reconciliation of the price structure.

9.4. Lifecycle Management upgrade payment requirement. The Lifecycle Management service annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

Section 10 EXCLUSIVE TERMS AND CONDITIONS

10.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

10.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 11 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Alabama law and this Agreement.

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11.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

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12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1. GOVERNING LAW. This Agreement is governed by the laws of the State in which the Services are performed.

15.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

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15.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer

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purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Customer
Attn: Motorola Law Dept	Attn: _____
Legal, Government Affairs & Corporate Communications	_____
500 W Monroe, 43th Floor	_____
Chicago, IL 60661	_____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 11 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

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The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

Motorola Software License Agreement

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and _____ (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of

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this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and

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Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

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Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Exhibit C

Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Los Cerros Phase 1A Public Landscape Improvements Notice of Completion

Date: November 14, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Lynn Toth, Associate Civil Engineer

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Los Cerros Phase 1A Subdivision Improvements Public Landscape (SD-2013-09), Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Toll West Coast, LLC).

Background:
This project is accessed off Argonaut Avenue, and is located at the northerly terminus of Hillside Drive, on Skyline Drive and Whitney Vista Lane (see Attachment 3 for a location map). The Los Cerros Phase 1A project consists of 56 residential lots and two (2) open space lots.

The tentative subdivision map for Los Cerros (SD-2013-09) was approved by the City Council on February 24, 2015 per Resolution No. 2015-64. The subdivision has been developed in phases and on April 24, 2018, the City Council approved the Final Map for Los Cerros Phase 1A Subdivision (recorded in Book EE of Maps, at Page 12 in the Office of the Recorder of Placer County) and authorized the execution of a Subdivision Landscape Agreement (Resolution No. 2018-82). The agreement required the developer, Los Cerros Community, LP, to construct certain improvements that are specified to be dedicated to the City, including the subdivision's public landscape on Hillside Drive, and on Open Space Lots A and B shown in Exhibit "1" of the Notice of Completion.

Toll West Coast, LLC acquired the project and has completed the improvements and will maintain a warranty bond for a period of one (1) year from the date the City accepts the improvements. The attached resolution and subsequent recordation of the Notice of Completion will allow the City to begin maintenance of the landscape improvements within Hillside Drive and Open Space lots A and B within Phase 1A of the subdivision.

Fiscal Impact:
The Los Cerros Phase 1A landscape improvements will be maintained by the City, funded through Community Facilities District No. 5.

ATTACHMENTS:
1. Resolution with Exhibit A
2. Resolution - Exhibit 1
3. Vicinity and Location Map-Los Cerros

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN
AS LOS CERROS PHASE 1A SUBDIVISION IMPROVEMENTS
PUBLIC LANDSCAPE (SD-2013-09)
APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING
AND DIRECTING THE EXECUTION AND RECORDATION OF
SAID NOTICE ON BEHALF OF THE CITY
(Toll West Coast, LLC)

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

Section 1. The attached Notice of Completion ("Notice") relative to that public work known as Los Cerros Phase 1A Subdivision Improvements, Public Landscape (SD-2013-09), attached hereto and incorporated herein as Exhibit "A" which consists of landscape within Open Space Lots A and B and a drive as identified in Exhibit "1" of the Notice, is hereby approved and the public work accepted.

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

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

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

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

Exhibit “A”
Notice of Completion

Recording Requested by and Return to:

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

No Fee Per Gov't Code § 27383

No Documentary Transfer Tax-$0-
Per Rev. & Tax Code § 11922

Space above this line for Recorder's use

NOTICE OF COMPLETION

On February 24, 2015, the City Council of the City of Rocklin, located at 3970 Rocklin Road, Rocklin, California, approved the tentative map for Los Cerros (SD-2013-09, City Council Resolution 2015-64) and a condition of said map was the construction of public improvements. The subdivision has been developed in phases and on April 24, 2018, the City Council approved the Final Map for Los Cerros Phase 1A (Resolution No. 2018-81) and said map was recorded in the office of the Placer County Recorder on the 14th day of May, 2018 in Book EE of Maps, Page 12.

The subdivider irrevocably offered to dedicate the streets and open space lots A and B located in the Los Cerros subdivision on Phase 1A final map, to the City of Rocklin for public purposes. A condition of approval of the tentative map was the construction of landscape improvements.

NOTICE IS HEREBY GIVEN that the public work known as Los Cerros Phase 1A Public Landscape (SD-2013-09) is complete. The location of said project is indicated on the map attached hereto as Exhibit "1". The Developer of said project was Toll West Coast, LLC. The surety on said project was Western Surety Company. The date of completion was September 15, 2023.

On November 14, 2023, the City Council of the City of Rocklin passed and adopted Resolution 2023-_____, which is incorporated herein by reference in its entirety, approving and accepting the above referenced public work and authorizing the recording of this Notice of Completion.

I, Hunter Young, being first duly sworn, depose and say: I am the City Engineer of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice of Completion. 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.

[Signatures on next page]

City of Rocklin

ATTEST:

_____

Haley Reid, Acting City Clerk

_____

Hunter Young,
City Engineer - City of Rocklin – Owner of the Public Work Improvements – Los Cerros Phase 1A (SD-2013-09)

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

Date:_____

Signature:_____

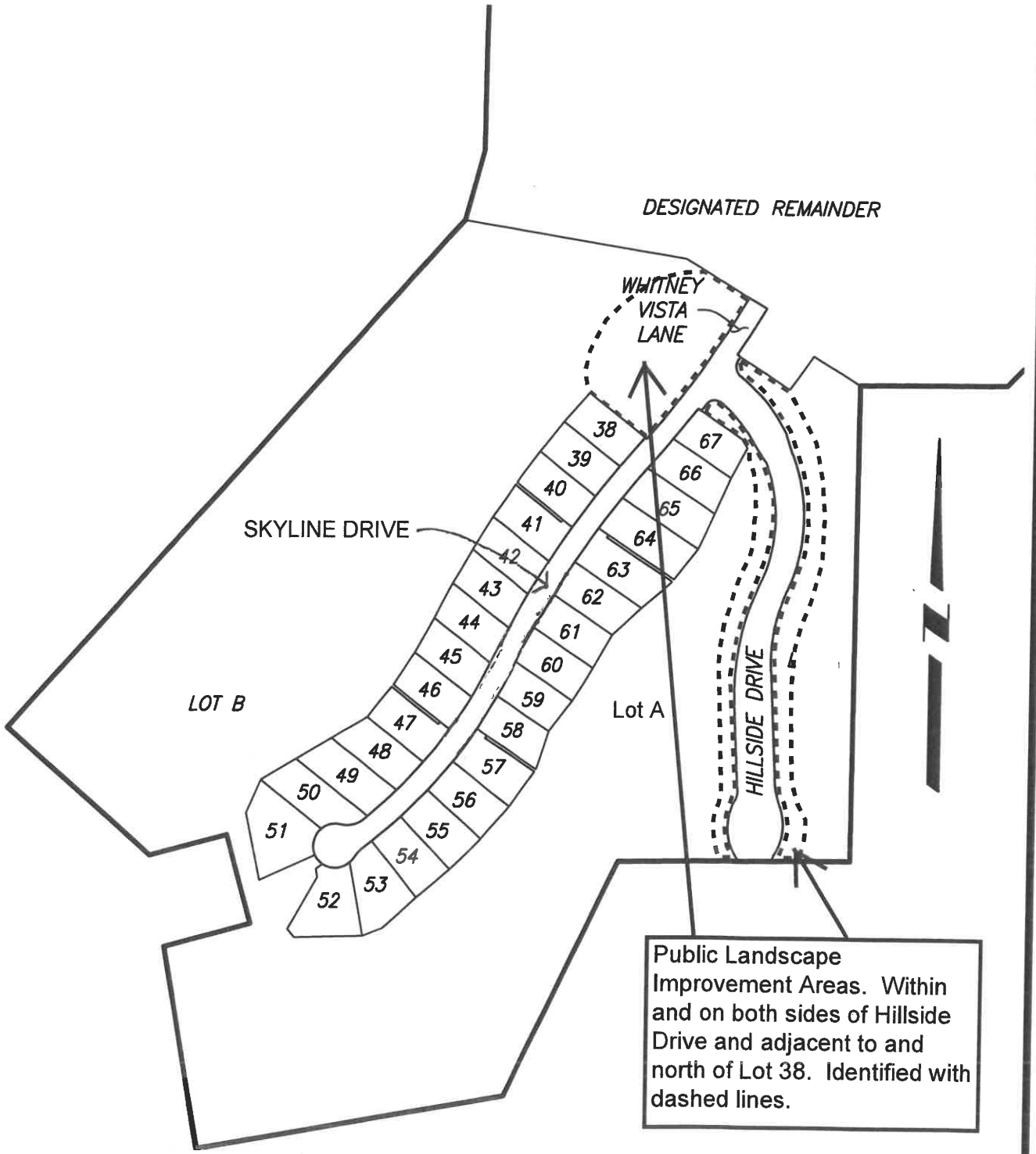
Hunter Young, City Engineer, City of Rocklin

EXHIBIT “1”
NOTICE OF COMPLETION
ACCEPTING THE PUBLIC WORK KNOWN AS
LOS CERROS PHASE 1A PUBLIC LANDSCAPE
(SD-2013-09)

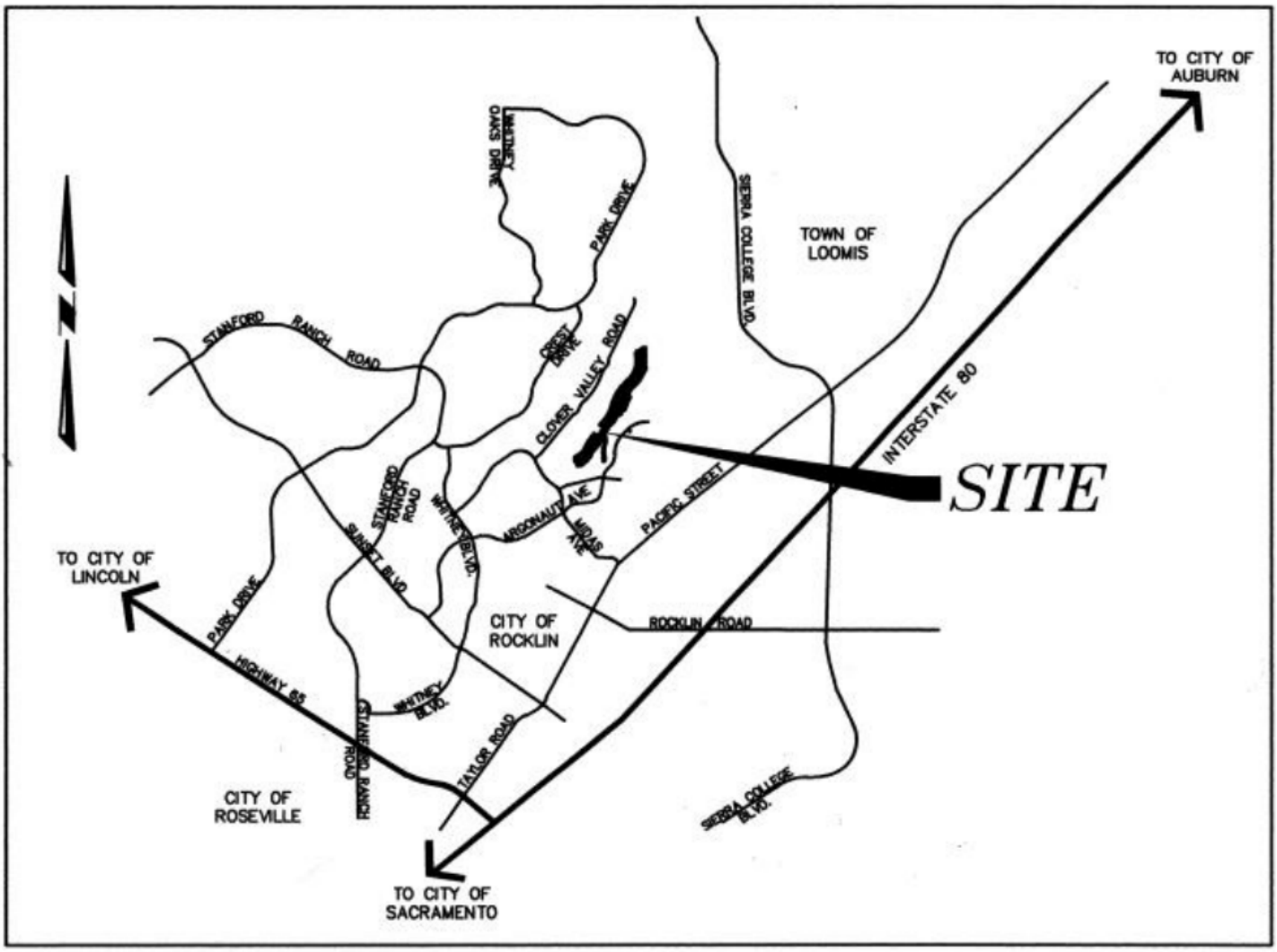
CITY NOTARY ACKNOWLEDGEMENT INSERTED HERE

EXHIBIT "1"

NOTICE OF COMPLETION
PUBLIC LANDSCAPE
LOS CERROS PHASE 1A

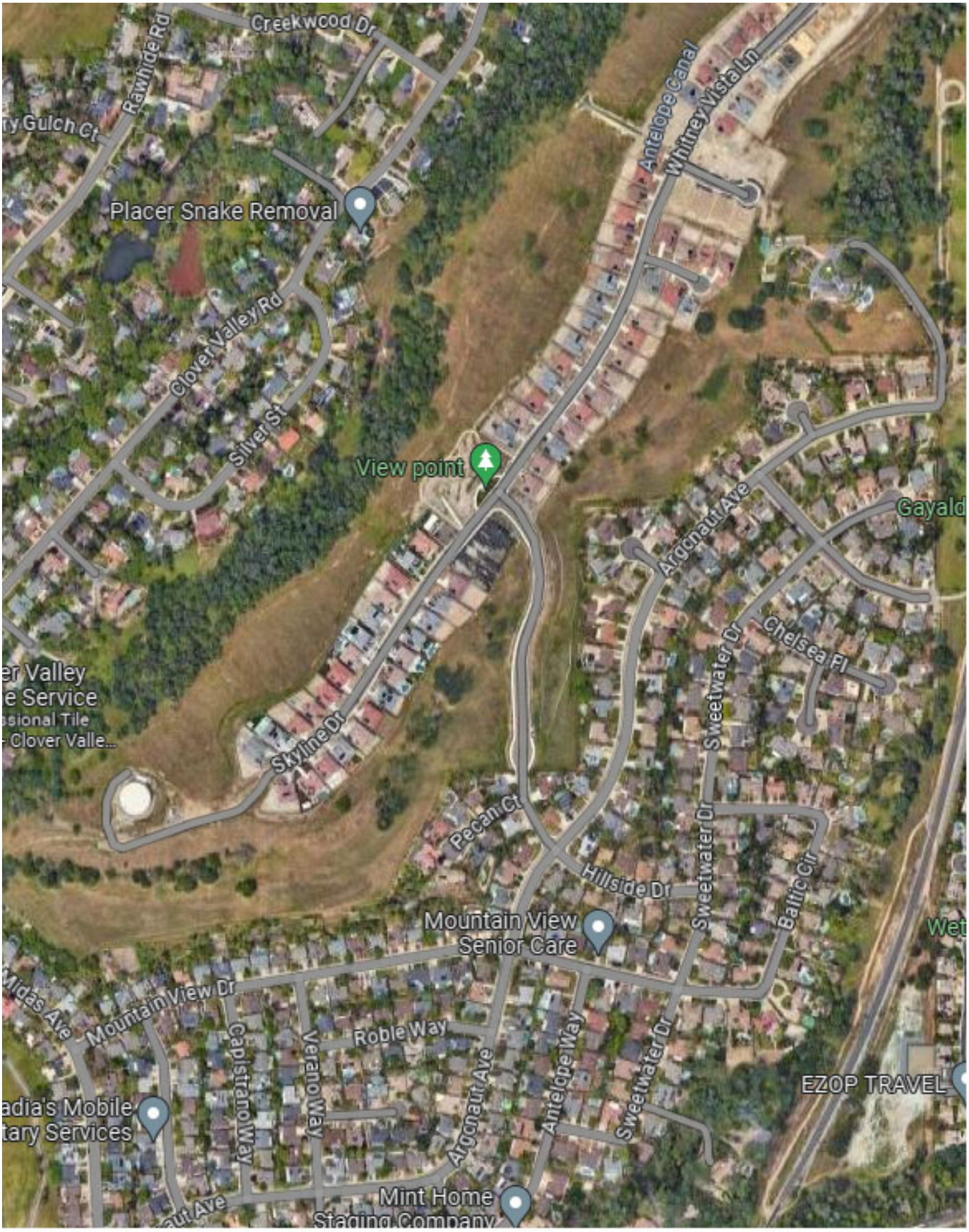


PAGE 1 OF EXHIBIT 1 OF NOTICE OF COMPLETION
LOS CERROS PH 1A LANDSCAPE IMPROVEMENTS
RESOLUTION NO. 2023-



VICINITY MAP

NTS


Creekwood Dr
Rawhide Rd
Placer Snake Removal
Clover Valley Rd
Silver St
Antelope Canal
Whitney Vista Ln
View point
Argonaut Ave
Gayald
Chelsea Pl
Sweetwater Dr
Skyline Dr
Pecan Ct
Hillside Dr
Baltic Cir
Mountain View Senior Care
Mountain View Dr
Roble Way
Capistrano Way
Verano Way
Antelope Way
EZOP TRAVEL
Mint Home Staging Company

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Resolution of Intention to Order the Vacation of a Public Street - Yankee Hill Road

Date: November 14, 2023

Submitted By: David Mohlenbrok, Director of Community Development
Lynn Toth, Associate Civil Engineer

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Order the Vacation of a Public Street and Setting a Public Hearing Thereon (Yankee Hill Road).

Background:
Yankee Hill Road today exists from Pacific Street in a southerly direction to a dead-end barrier at Antelope Creek and the westbound Union Pacific Railroad (UPRR) line (a location map and diagrams depicting the portion of Yankee Hill Road proposed to be abandoned are included as Attachment 3). Historically, Yankee Hill Road was planned to be built north of the westbound UPRR line but this section of roadway has not been used for public access for many years, and there are no anticipated future needs for its use as a public roadway. The City Council ordered summary vacations of portions of the northerly sections of the roadway in 1986 and 2003 pursuant to City Council Resolutions No. 86-150 and No. 2003-127, respectively, and those portions of roadway are now abandoned. This last remainder of roadway that requires abandonment lies between the eastbound and westbound tracks of UPRR.

In 2017, PG&E proposed to expand their gas facility regulator station at 3700 Independence Place at the west end of the Yankee Hill Estates Subdivision. At that time, a Resolution of Intent to Vacate the Yankee Hill Road was approved by the City Council (Resolution No. 2017-96). Subsequent to that hearing, PG&E made requests regarding the limits of retaining the public utility easement, with respect to their proposed facilities, so the final action to vacate the street was delayed, until such a time that CNA Engineering, developers of "Yankee Hill Road Property Tentative Map" applied for the road vacation. The PG&E regulator station was ultimately constructed in 2018-2019.

A portion of the roadway adjacent to Independence Place will be retained in order to provide access to an undeveloped parcel west of Yankee Hill Estates, approved by Planning Commission Resolution No. 2022-12, as "Yankee Hill Road Property Tentative Map" on April 5, 2022. The City will also reserve a public utility easement within that portion of the road right-

of-way proposed to be abandoned, due to the existence of several utilities located within the old roadway area.

Fiscal Impact:
There is no fiscal impact associated with vacating the public road, as the processing of the documents and public notices is covered by the application fee paid for by the applicant, CNA Engineering.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibits A & B - Right of Way Vacation
3. Location Map

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN OF INTENTION TO ORDER THE VACATION
OF A PUBLIC STREET AND
SETTING A PUBLIC HEARING THEREON
(Yankee Hill Road)

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

Section 1. Pursuant to the Public Streets, Highways and Service Easement Vacation Law (Sts. & Hy. Code §8300 et seq.), the City Council of the City of Rocklin does hereby declare its intent to vacate that public street, as shown and described in Exhibits A and B, attached hereto and by this reference incorporated herein, subject to the following reservation and exception:

a. A public utility easement shall be retained along with all other existing public and private easements.

Section 2. A public hearing on this matter shall be held at 6:00 p.m. on December 12, 2023, at the Rocklin City Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 3. The City Clerk shall cause a notice of the date, hour and place of the hearing on this Resolution of Intention to be published at least once a week for two successive weeks in the Placer Herald, a newspaper of general circulation within the City of Rocklin, and shall mail, by certified mail, a copy of this Resolution of Intention to all public bodies and public utility companies who have requested notice of vacation proceedings under Streets and Highways Code section 8346.

Section 4. Not less than two weeks before the date set for public hearing, the City Clerk shall cause notice of the intended vacation to be posted along the street proposed to be vacated. The notice shall refer to the passage of the Resolution, the day, hour and place set for hearing and shall describe the street proposed to be vacated. Notices shall be posted not more than 300 feet apart, or as otherwise provided in Streets and Highways Code section 8323, and at least three notices shall be posted.

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

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

Exhibits A and B
(Legal Description and Plat of Street)

EXHIBIT "A"

Yankee Hill Road Abandonment Descriptions

PARCEL ONE

All that portion of Yankee Hill Road (40 feet wide; formerly Walters Road) in the City of Rocklin, County of Placer, State of California lying southerly of the westerly prolongation of the southerly boundary line of Independence Place (50 feet wide) as said southerly boundary line is shown upon the FINAL MAP OF YANKEE HILL ESTATES UNIT I recorded in Book Y of Maps at page 58, Placer County Records, southerly to the general northerly boundary line of the S.P.R.R. BK 117 O.R. PG 19 parcel, and the southwesterly prolongation of said general northerly boundary line, as shown upon PARCEL MAP NO P-70932 recorded in Book 5 of Parcel Maps at page 123, Placer County Records, more particularly described as follows:

Beginning at the northwesterly corner of Lot 32 as said lot is shown upon said Map (Y Maps 58) and running along the westerly prolongation of the southerly boundary line of Independence Place

(1) north 89°43'55" west 40.00 feet; thence leaving said westerly prolongation
(2) south 00°16'05" west 315.21 feet to a point in a line being the southwesterly prolongation of the general northerly boundary line of said S.P.R.R. BK 117 O.R. PG 19 parcel, said line also being the southwesterly prolongation of the southerly boundary line of LOT "A" as shown upon said Map (Y Maps 58); thence along said southwesterly prolongation
(3) north 71°45'30" east 42.18 feet to the southwesterly corner of said LOT "A"; thence leaving said southwesterly prolongation and running along the westerly boundary line of the YANKEE HILL ESTATES UNIT I subdivision as shown upon said Map (Y Maps 58)
(4) north 00°16'05" east 301.82 feet to the to the point of beginning.

Containing 0.28 acres of land.

PARCEL TWO

All that portion of Yankee Hill Road (40 feet wide; formerly Walters Road) in the City of Rocklin, County of Placer, State of California lying northerly of the westerly prolongation of the northerly boundary line of Independence Place (50 feet wide) as said northerly boundary line is shown upon the FINAL MAP OF YANKEE HILL ESTATES UNIT I recorded in Book Y of

EXHIBIT "A"

Yankee Hill Road Abandonment Descriptions

PARCEL ONE

All that portion of Yankee Hill Road (40 feet wide; formerly Walters Road) in the City of Rocklin, County of Placer, State of California lying southerly of the westerly prolongation of the southerly boundary line of Independence Place (50 feet wide) as said southerly boundary line is shown upon the FINAL MAP OF YANKEE HILL ESTATES UNIT I recorded in Book Y of Maps at page 58, Placer County Records, southerly to the general northerly boundary line of the S.P.R.R. BK 117 O.R. PG 19 parcel, and the southwesterly prolongation of said general northerly boundary line, as shown upon PARCEL MAP NO P-70932 recorded in Book 5 of Parcel Maps at page 123, Placer County Records, more particularly described as follows:

Beginning at the northwesterly corner of Lot 32 as said lot is shown upon said Map (Y Maps 58) and running along the westerly prolongation of the southerly boundary line of Independence Place

(1) north 89°43'55" west 40.00 feet; thence leaving said westerly prolongation
(2) south 00°16'05" west 315.21 feet to a point in a line being the southwesterly prolongation of the general northerly boundary line of said S.P.R.R. BK 117 O.R. PG 19 parcel, said line also being the southwesterly prolongation of the southerly boundary line of LOT "A" as shown upon said Map (Y Maps 58); thence along said southwesterly prolongation
(3) north 71°45'30" east 42.18 feet to the southwesterly corner of said LOT "A"; thence leaving said southwesterly prolongation and running along the westerly boundary line of the YANKEE HILL ESTATES UNIT I subdivision as shown upon said Map (Y Maps 58)
(4) north 00°16'05" east 301.82 feet to the to the point of beginning.

Containing 0.28 acres of land.

PARCEL TWO

All that portion of Yankee Hill Road (40 feet wide; formerly Walters Road) in the City of Rocklin, County of Placer, State of California lying northerly of the westerly prolongation of the northerly boundary line of Independence Place (50 feet wide) as said northerly boundary line is shown upon the FINAL MAP OF YANKEE HILL ESTATES UNIT I recorded in Book Y of

Maps at page 58, Placer County Records, northerly to the general southeasterly boundary line of the SOUTHERN PACIFIC RAILROAD COMPANY 116 O.R. 179 & 116 O.R. 492 parcel as shown upon PARCEL MAP NO P-70932 recorded in Book 5 of Parcel Maps at page 123, Placer County Records, more particularly described as follows:

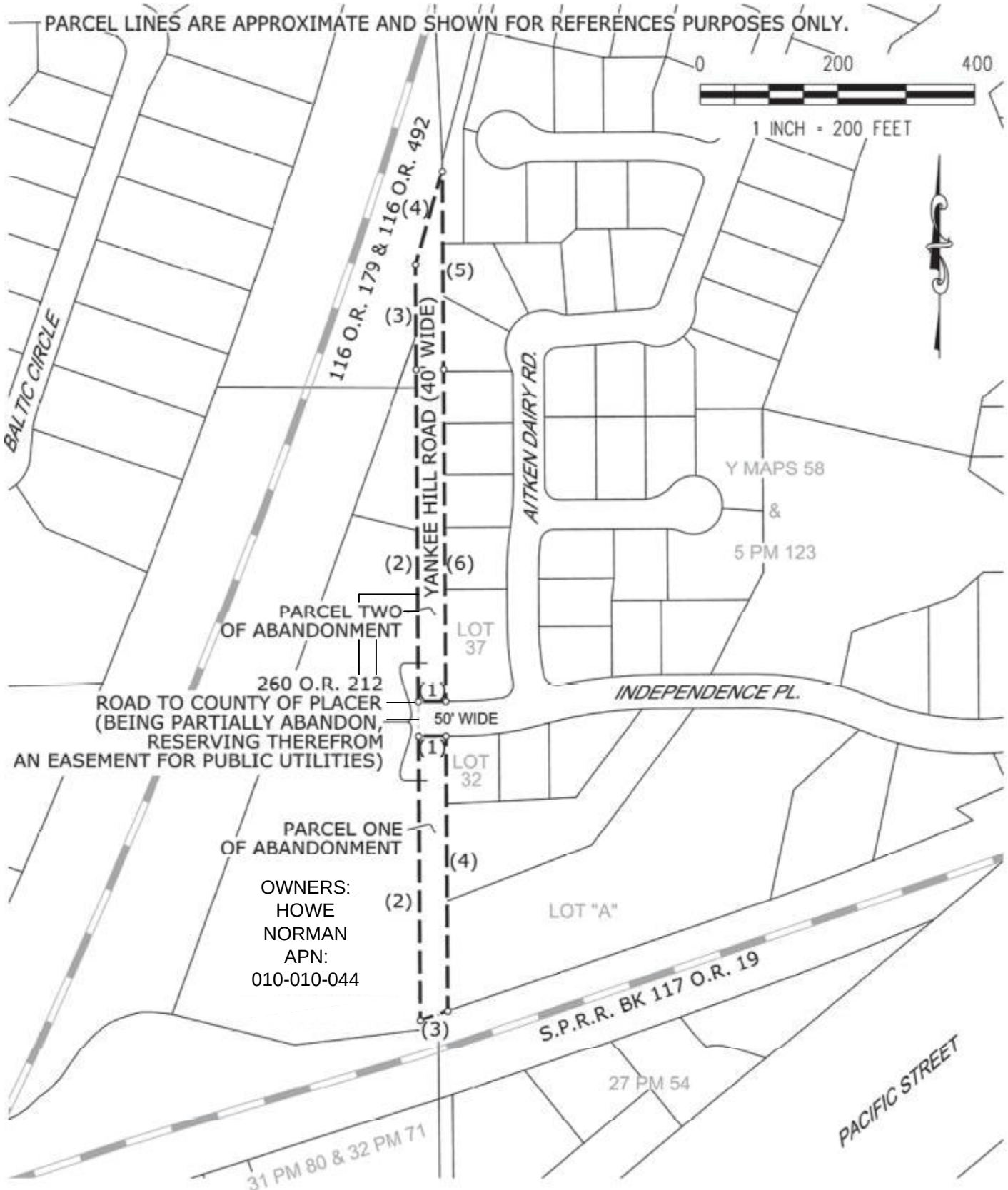
Beginning at the southwesterly corner of Lot 37 as said lot is shown upon said Map (Y Maps 58) and running along the westerly prolongation of the northerly boundary line of Independence Place

(1) north 89°43'55" west 40.00 feet; thence leaving said westerly prolongation
(2) north 00°16'05" east 486.01 feet; thence
(3) north 00°12'23" east 175.10 feet to a point in the general southeasterly boundary line of the SOUTHERN PACIFIC RAILROAD COMPANY 116 O.R. 179 & 116 O.R. 492 parcel, as shown on said Parcel Map (5 Parcel Maps 123); thence along said general southeasterly boundary line
(4) northerly along a non-tangent curve, concave westerly, with a radius of 5779.58 feet, through a central angle of 01°21'15" and from a radial line that bears S 72°05'16" E at the northerly terminus of the preceding course, an arc distance of 136.59 feet to a point in the westerly boundary line of the YANKEE HILL ESTATES UNIT I subdivision as shown on said Map (Y Maps 58); thence leaving said general southeasterly boundary line and running along said westerly boundary line
(5) south 00°12'23" west 305.74 feet; thence
(6) south 00°16'05" west 486.01 feet to the to the point of beginning.

Containing 0.67 acres of land.

CHRIS OLIVIERA, RCE 33407



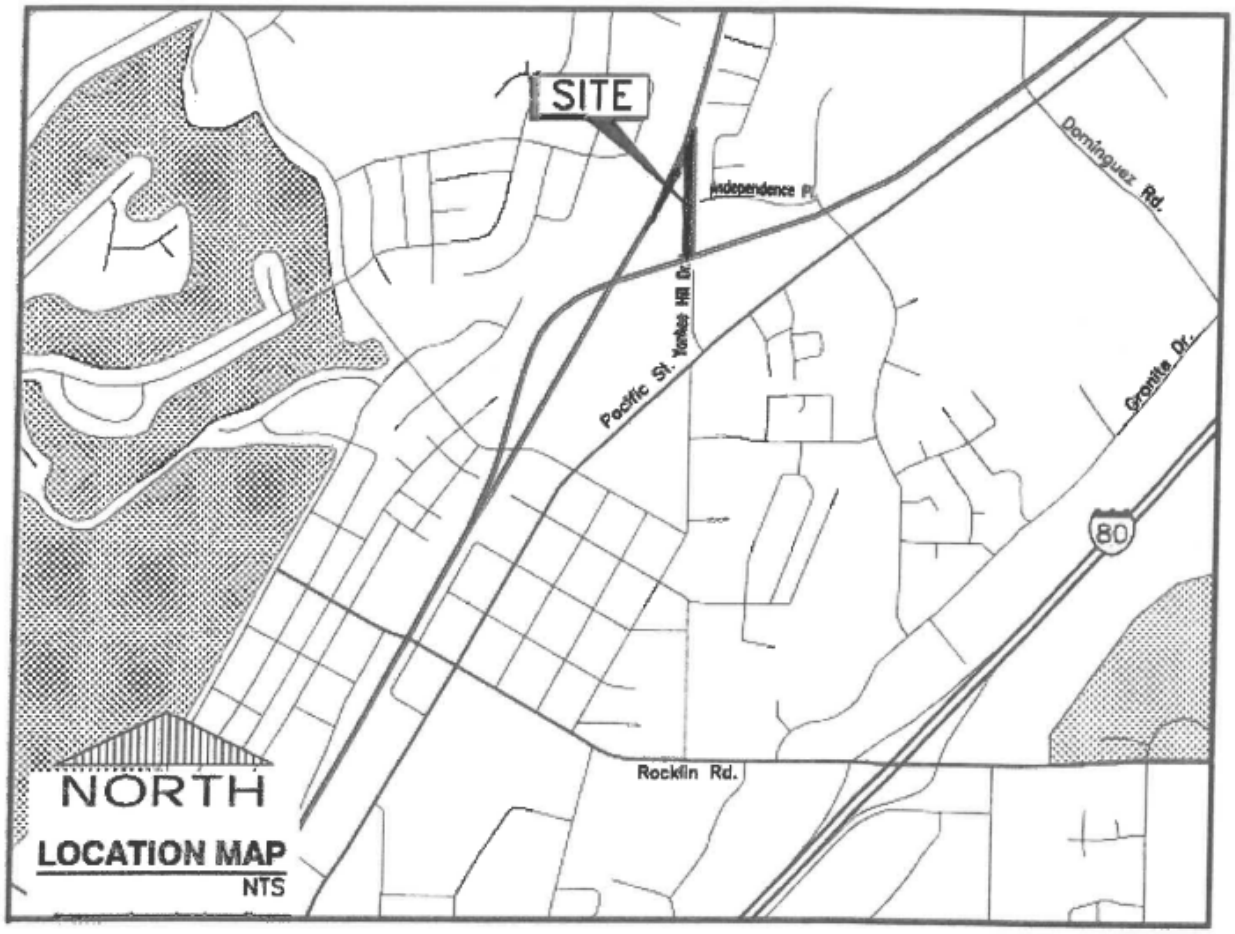


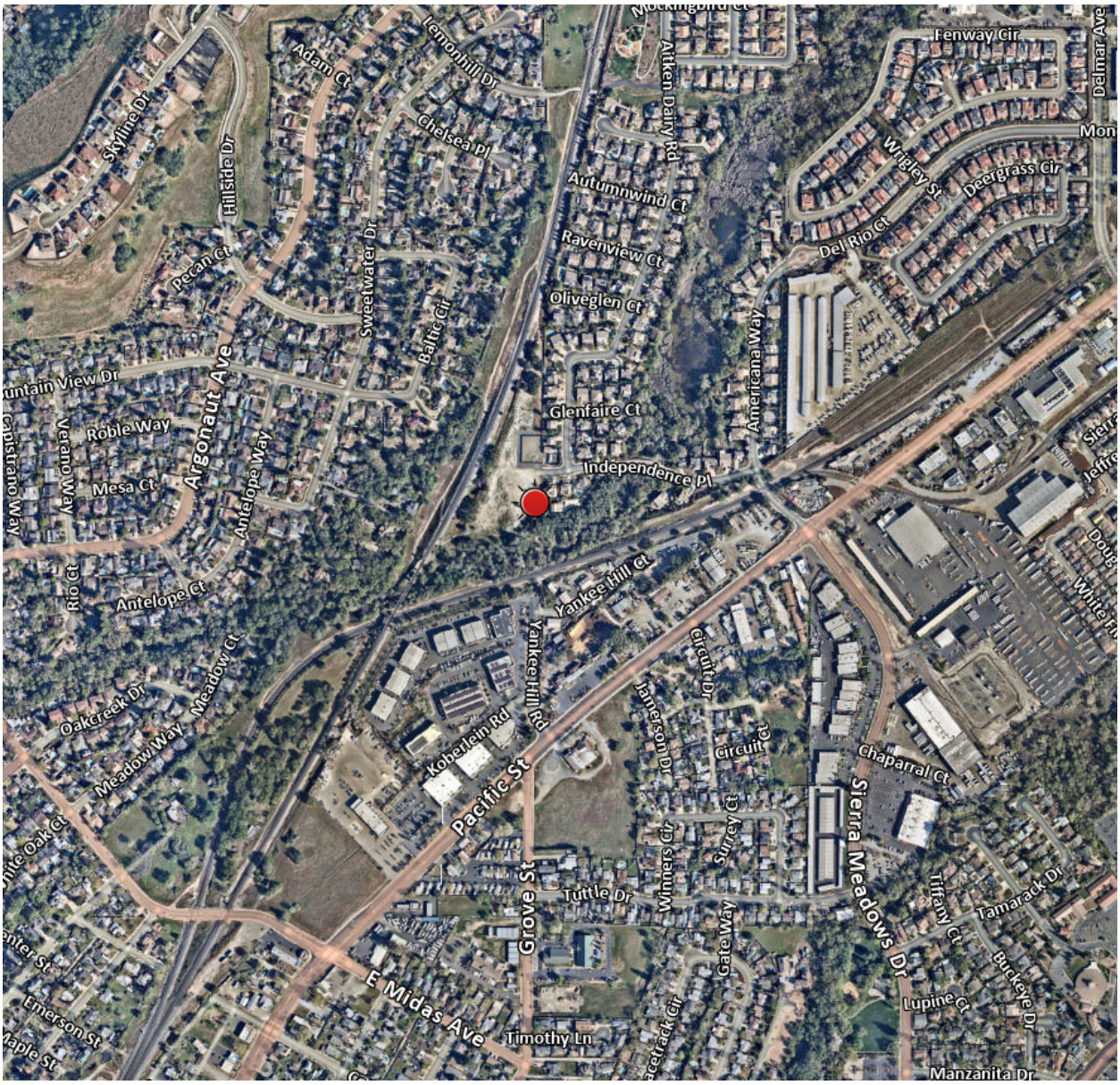
CNA ENGINEERING INC.
CIVIL ENGINEERING, LAND SURVEYING,
PLANNING, STRUCTURAL DESIGN
PHONE: (916) 485–3746
2575 VALLEY ROAD, SACRAMENTO, CA 95821
www.cnaeng.com

EXHIBIT "B"
YANKEE HILL ROAD ABANDONMENT

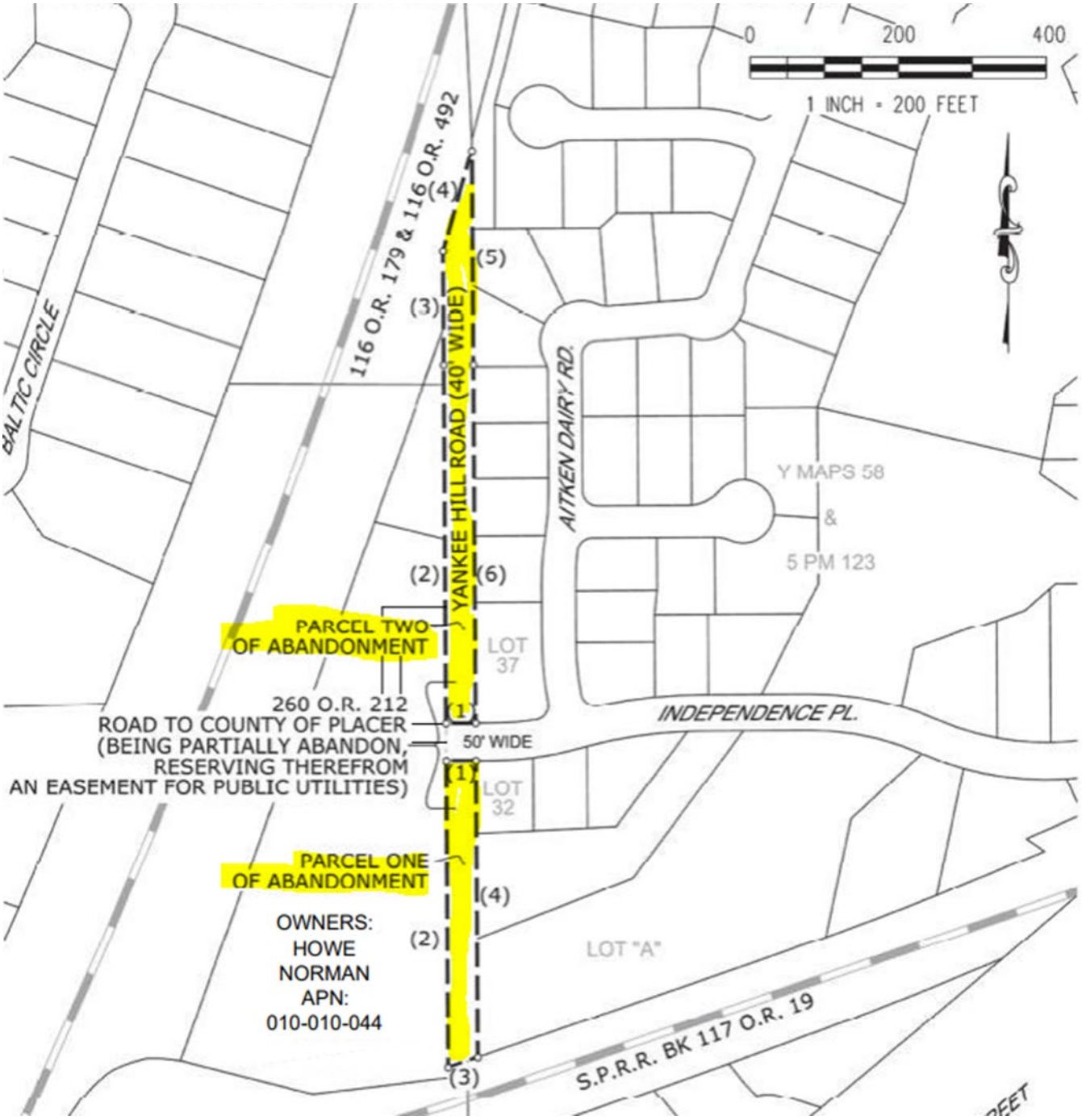
SCALE: 1"= 200'
DATE: 03/02/2022
FILE: 18006.DWG

Road Abandonment Vicinity Map




Fenway Cir
Aitken Daily Rd
Lemonhill Dr
Adam Ct
Skyline Dr
Hillside Dr
Chelsea Pl
Autumnwind Ct
Wrigley St
Deergrass Cir
Del Rio Ct
Ravenview Ct
Oliveglen Ct
Pecan Ct
Sweetwater Dr
Baltic Cir
Americana Way
Argonaut Ave
Glenfaire Ct
Independence Pl
Roble Way
Verano Way
Mesa Ct
Antelope Way
Antelope Ct
Rio Ct
Yankee Hill Ct
Yankee Hill Rd
Circuit Dr
Meadow Ct
Oakcreek Dr
Meadow Way
Koberlein Rd
Jamerson Dr
Circuit Ct
Chaparral Ct
Pacific St
Sierra Meadows Dr
Surrey Ct
Winners Cir
Grove St
Tuttle Dr
Tiffany Ct
Tamarack Dr
Gate Way
Buckeye Dr
Lupine Ct
E Midas Ave
Timothy Ln
Emerson St
Manzanita Dr

Road Abandonment Location



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Uniform Services with Cintas Corporation

Date: November 14, 2023

Submitted By: Justin Nartker, Director of Public Services

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving a Purchase Agreement with Cintas Corporation for Uniform Services, and Authorizing the City Manager to Execute the Agreement.

Background:
The City of Rocklin provides work uniforms to selected job classifications as described in Article 27, Paragraph I of the Memorandum of Understanding for the AFSCME Public Service Employees.

Staff recommends the City enter into a three (3) year agreement with the current uniform provider, Cintas Corporation (Cintas), to provide continuity in pricing and services. Cintas is responsive to the City's needs and provides excellent customer service. The terms and pricing were obtained through cooperative purchasing (piggybacking) on the University of Nebraska Contract 001299 (Attachment 2) and is allowed under Rocklin Municipal Code Section 3.04.090 subsections C-Cooperative purchasing/procurement and D-Piggyback purchasing.

The yearly cost is $24,297 (rounded) for a three (3) year total of $72,891 (rounded). All qualifying charges (new uniform costs, rental, laundering, etc.) are included in personnel costs and any miscellaneous expenses are charged to the applicable fund and specific division. This contract is based on the current number of employees whose job titles are identified under the MOU and allows for the addition/deletion of uniforms to the City's inventory by the City Manager or her/his Designee as necessary.

Fiscal Impact:
Uniform services are paid for by various funds; and sufficient dollars are budgeted and available in each of the funds to support the staff recommendation.

ATTACHMENTS:
1. Resolution
2. Master Agreement

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A PURCHASE AGREEMENT WITH CINTAS CORPORATION FOR UNIFORM SERVICES,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, City of Rocklin provides work uniforms to selected job classifications as described in Article 27, Paragraph I of the Memorandum of Understanding for the AFSCME Public Service Employees; and

WHEREAS, Staff has determined that it is in the City's best interest to use the University of Nebraska Master Agreement, 001299, for uniform services, to obtain competitively solicited price for the services; and

WHEREAS, Rocklin Municipal Code Section 3.04.090 section C-Cooperative purchasing/procurement and D-Piggyback purchasing allows the City to enter into cooperative purchasing and/or piggyback purchasing without separate competitive bidding by the City; and

WHEREAS, in accordance with the University of Nebraska Master Agreement with Cintas Corporation, the City received a quote from Cintas Corporation for the purchase of uniform services for a three-year term, in a total amount of $72,891 (rounded); and

WHEREAS, staff have requested the City Council authorize the City Manager to amend the contract to reflect changes in the City's uniform inventory, as needed, and to the extent funds have bee appropriated for such services.

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

Section 1. The City Council of the City of Rocklin hereby approves the uniform services agreement with Cintas Corporation for a three (3) year term in an amount not to exceed $72,891, in substantially the form attached hereto as Exhibit "A". The City Manager is authorized to execute the agreement on behalf of the City.

Section 2. The City Manager or her designee, is authorized to add/delete uniforms in the City's inventory under the purchase agreement with Cintas Corporation, to the extent funds for the services have been appropriated.

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

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

_____

Ken Broadway, Mayor

ATTEST:

_____

Haley Reid, Acting City Clerk

Service Program For: **CITY OF ROCKLIN**

CINTAS SERVICE PROGRAM OVERVIEW:

1. No up-front investment
2. Soiled garments scanned on-site; soiled item pickup details printed on-site for your review (TruCount)
3. Garments laundered according to CDC guidelines
4. Garments inspected every cleaning and repaired and/or replaced as needed
5. Prior to delivery, garments are scanned at our facility to ensure 100% return rate
6. Any discrepancy is ordered from our local stockroom or from our exclusive in-state distribution center (Fort Worth)
7. Printed delivery documentation is reviewed with local contact at each delivery (TruCount)
8. Program is flexible for your changing needs

WHY CHOOSE CINTAS:

1. Quality products - construction & condition
2. Personable, dependable Service Representative
3. Nationally recognized service provider
4. Comprehensive product line
5. Absolute service guarantee
6. Rapid response for special requests
7. Custom & logo capabilities
8. On-site inventory control

Parks

Item	Inventory	Unit Cost	# of Employees	Total
Comfort Shirt X935 LS	21	$0.180	1	$ 3.78
Comfort Shirt X935 SS	56	$0.180	1	$ 10.08
Cotton Work Shirt X330	22	$0.260	1	$ 5.72
Cargo Pant X270	39	$0.380	1	$ 14.82
Carhartt Pant X383	21	$0.460	1	$ 9.66
Carhartt 5 Pocket X381	11	$0.400	1	$ 4.40
Carhartt Carp JN X382	17	$0.400	1	$ 6.80
Comfort Pant X945	11	$0.210	1	$ 2.31
				$ -
PA=Prep Advantage (Optional)	198	$ 0.06	1	$ 11.88
EA=Emblem Advantage (Optional)	99	$ 0.09	1	$ 8.91
			Weekly	**$ 78.36**

Landscape

Item	Inventory	Unit Cost	# of Employees	Total
Lm/Yw Shirt CL-2 X65386 LS	77	$0.890	1	$ 68.53
Carhart 5 PKT JN X381	77	$0.400	1	$ 30.80
				$ -
PA=Prep Advantage (Optional)	154	$0.060	1	$ 9.24
EA=Emblem Advantage (Optional)	77	$0.090	1	$ 6.93
			Weekly	**$ 115.50**

Street

Item	Inventory	Unit Cost	# of Employees	Total
Lm/Yw Shirt CL-2 X65386 LS	66	$0.890	1	$ 58.74
Carhartt Carp JN X382	66	$0.400	1	$ 26.40
				$ -
				$ -
PA=Prep Advantage (Optional)	132	$0.060	1	$ 7.92
EA=Emblem Advantage (Optional)	66	$0.090	1	$ 5.94
			Weekly	**$ 99.00**

Facility Services Products

Item	Inventory	Unit Cost		Total
2160 Red Shop Rags	200	$ 0.12	1	$ 24.00
2160 LR	8	$ 0.65	1	$ 5.20
3X5 Safety Mat	1	$ 4.83	1	$ 4.83
			Weekly	**$ 34.03**

Item	Unit	Unit Cost	Notes	Total
Make-Up ID Tape	Each	$ 1.36		
Name Emblem	Each	$ 1.50		
City Emblem	Each	$ 2.50		

Traffic

Item	Inventory	Unit Cost	# of Employees	Total
Lm/Yw Shirt CL-2 X65386 LS	44	$0.890	1	$ 39.16
Carhart 5 PKT JN	44	$0.400	1	$ 17.60
				$ -
PA=Prep Advantage (Optional)	88	$0.060	1	$ 5.28
EA=Emblem Advantage (Optional)	44	$0.090	1	$ 3.96
			Weekly	**$ 66.00**

Fleet

Item	Inventory	Unit Cost	# of Employees	Total
Comfort Shirt X935	44	$0.180	1	$ 7.92
Cintas Confort Pant X945	44	$0.210	1	$ 9.24
				$ -
				$ -
PA=Prep Advantage (Optional)	88	$0.060	1	$ 5.28
EA=Emblem Advantage (Optional)	44	$0.090	1	$ 3.96
			Weekly	**$ 26.40**

Facilities

Item	Inventory	Unit Cost	# of Employees	Total
Comfort Shirt X935	66	$0.180	1	$ 11.88
Carhart 5 PKT JN X381	44	$0.400	1	$ 17.60
Comfort Pant X945	22	$0.210	1	$ 4.62
				$ -
				$ -
PA=Prep Advantage (Optional)	132	$0.060	1	$ 7.92
EA=Emblem Advantage (Optional)	66	$0.090	1	$ 5.94
			Weekly	**$ 47.96**

TOTAL INVESTMENT

Parks	$ 78.36
Traffic	$ 66.00
Landscape	$ 115.50
Fleet	$ 26.40
Streets	$ 99.00
Facilities	$ 47.96
Facility Services	$ 34.03
Service Charge	$ -
Weekly Total	**$467.25**

BUDGETING:

Weekly	$	467.25
Yearly	$	24,296.90
Contract Years		3
Total Contract	$	72,890.69

Program includes ALL charges for name emblems, company emblems, ID barcode tapes, size changes, startup costs for added employee, and charges for garments destroyed/stained/damaged by employee.

Prepared by: Amanda Smith - Regional Government Manager
OMNIA Contract Number: 001299

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS® READY FOR THE WORKDAY®

Location #: 622
Contract #:
Customer #:
Main Corporate Code → **13897 GPO# 211011196 MLA# 211011348** Date: 9.28.2023
Customer/Participating Agency: City of Rocklin ("Customer") Phone: (916) 625-5504
Address: 4081 Alvis Court City: Rocklin State: CA Zip: 95677

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X935	Comfort Shirt	☑ Yes ☐ No	.18	$21.60
x330	Cotton Work Shirt	☑ Yes ☐ No	.26	$17.69
X945	Comfort Pant	☑ Yes ☐ No	.21	$23.40
X381	Carhartt 5 Pocket Jean	☑ Yes ☐ No	.40	$24.30
X65386	LM/YW Shirt Class 2 Long Sleeve	☑ Yes ☐ No	.89	$50.40
X270	Cargo Pant	☑ Yes ☐ No	.38	$26.10

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	$ 1.50 ea	Standard Agency Emblem	$ 2.50	ea
Custom Agency Emblem	$ 3.50 ea	Embroidery	$ 4.00	ea
Uniform Advantage	Item: ANY		$ .12	ea per week
Premium Uniform Advantage	Item: ANY		$ .12	ea per week
Emblem Advantage	Item: ANY		$ .09	ea per week
Prep Advantage	Item: ANY		$ .06	ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-up Charge	$ 1.36 per garment			
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			$ .16	per garment
Seasonal Sleeve Change	$ .16 per garment			
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	$ NA			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ 10.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other	3 YEARS WITH (2) 1 YEAR EXTENSION OPTIONS			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X2160	Red Shop Towels	Weekly	200	.12
X2160	Red Shop LR	Weekly	8	.65

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
2. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
12. **Customer Funding Source.** Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
    ☐ Yes ☑ No
    (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
13. **Additional Terms.** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?
    ☐ Yes, additional terms required ☑ No additional terms needed
    (If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 622	Customer Signature:
By: Amanda Smith	Print Name:
Title: Public Sector Regional Manager	Print Title:
Accepted-GM:	Email:
Cintas Matrix Account ☑ Yes ☐ No	Customer Contact:
Cintas MAM Partners: Amanda Smith	Customer Contact Email:

Cintas Representative Initials: AS Customer Initials:

Accounts Payable Contact Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ **YES** ☐ **NO** ☐ **UNSURE**

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☐ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ **YES** ☐ **NO** **If yes,** please provide PO#

Will the same PO need to appear on each invoice? ☐ **YES** ☐ **NO** Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☐ **ACH/EFT -** We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card -** We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X383	Carhartt Dungaree	☑ Yes ☐ No	.46	$29.70
X394	Cintas Jean/ Replaced by Carhartt 5 Pocket Jean	☐ Yes ☐ No	NA	
X382	Carhartt Carpenter Jean	☑ Yes ☐ No	.40	$26.55
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Cintas Representative Initials: _____ Customer Initials: _____

INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	**Contact**	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary ***(brief description and/ or event name)***	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is $2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	**Start Date**	Upon Execution	**End Date**	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Re[illegible]ersity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Corp[illegible]

Signature: [illegible]

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

RP

1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency) through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables**. Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.

2. **Payment**. In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at https://nebraska.edu/-

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf).University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. **Purchase Order Requirement.**

a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.

b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. **Term.** The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. **Property Rights.**

a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.

b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination**. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties**. Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties**. No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability**. To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance**. Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars ($1,000,000.00) per occurrence, and three million dollars ($3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment**. This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment**. This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum**.

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest**. Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification**. Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List**. Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act**. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at https://statecontracts.nebraska.gov/. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records**. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination**. Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks**. Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege**. The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance**. Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations**. The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors**. Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding**. Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments**. University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services**. The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.

b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

a. Inspection. Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.

b. Deficiencies. REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.

d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of $1,000,000 per liability occurrence and $3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO $2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor**. As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Re[illegible]sity of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Cor[illegible]

Signature:

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

Notices to the University shall be sent to:

[Name][Department]
[Address]
[City, State, Zip]

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel
6800 Cintas Boulevard, Mason, Ohio 45262-5737

2. Exhibit A to Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)

Exhibit A
Alarm Monitoring Terms and Conditions

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates ("Cintas") agree to perform fire alarm monitoring services and other related services (collectively, "Monitoring Services") for a commercial signaling system ("System") located at the premises listed on Schedule A of this Alarm Monitoring Agreement (the "Premises") at the prices and on the terms and conditions set forth in this Alarm Monitoring Agreement ("Alarm Monitoring Agreement"). In the event of a conflict on inconsistency between terms and conditions in this Alarm Monitoring Agreement and the terms and conditions set forth in the master Agreement between Cintas and Customer, this Alarm Monitoring Agreement shall control with respect to any Monitoring Services.

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order: CHOOSE ONE	Payment Portal:	☐ yes ☒ no	Name of Portal:	

SERVICE	# OF UNITS		PRICE		COST
		x		x 12 =	/year
		x		x 12 =	/year
		x		x 12 =	/year
			TOTAL ANNUAL COST	=	/year
			/one time		
			/one time		
			/one time		
			TOTAL ONE TIME	=	

1. Annual Monitoring Fee. Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Alarm Monitoring Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Alarm Monitoring Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30)days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Alarm Monitoring Agreement Start Date; provided, that any increase shall not exceed the greater of 6% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.
2. Rented Cintas Net Equipment. For rented Cintas Net units, Cintas shall retain exclusive ownership, title, and control of the Cintas Net units at all times. If repair or replacement of the Cintas Net units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.

3. False Alarms. In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.
4. Emergency Contact Information. Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Alarm Monitoring Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgment from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Alarm Monitoring Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.
5. Term; Renewal. The Term of this Alarm Monitoring Agreement shall match the term of the master Agreement.
6. Cancellation. Customer may terminate this Alarm Monitoring Agreement or the Monitoring Service to any Premises covered by this Alarm Monitoring Agreement for its convenience at anytime with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Alarm Monitoring Agreement, if this Alarm Monitoring Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Alarm Monitoring Agreement or any obligation at law or in equity. In addition, for rented Cintas Net Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such Cintas Net units. Customer shall pay Cintas $1,500 per Cintas Net unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.
7. Subcontractors. Cintas may subcontract the services to be performed under this Alarm Monitoring Agreement. Customer acknowledges and agrees that all provisions of this Alarm Monitoring Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Alarm Monitoring Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s)concerning all matters related to this Alarm Monitoring Agreement including, without limitation, Monitoring Services.
8. Monitoring Services. Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Alarm Monitoring Agreement is limited. For the purposes of this Alarm Monitoring Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas(in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/her/itself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile

device, or phone of any type; (ii) using automatic dialers; and (iii)using a technology known as "robocalling" (unless such person notifies Cintas that he/she opts out of this clause (iii))

Customer acknowledges and agrees that Cintas's efforts to notify First Responders shall be satisfied by attempting telephone contact with any person answering the telephone at the telephone number(s) provided to Cintas in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice and/or data communications. Customer acknowledges and agrees that in no event is Cintas respons ble for documenting its attempts to make the contact(s) referred to herein; to make any specific number of attempts at such contact(s); or for ensuring or documenting a response to any such attempted contact(s).

If the Premises is/are located in a jurisdiction that requires a personal verified on-site response ("Verified Response") prior to dispatching a Proper Authority, Customer has the sole responsibility to engage a service to provide such Verified Response. All fees, costs, and expenses incurred in obtaining or providing a Verified Response shall be borne solely by Customer. Customer understands and agrees that First Responders may not be dispatched or respond to the Premises after notice to First Responders unless there is independent confirmation of an incident at the Premises, such as an on-site witness's report, that a reason for response exists.

Customer further acknowledges and agrees that (i) all software, hardware, firmware, codes, data, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of, or resulting from execution of this Alarm Monitoring Agreement or the Monitoring Services (collectively, "Intellectual Property") are the sole and exclusive property of Cintas, and Customer has no rights whatsoever in any of the Intellectual Property, and (ii) Cintas shall have the right, in its sole and absolute discretion, to destroy, delete, erase, or otherwise compromise (collectively, "Destruction") the Intellectual Property at any time without notice to Customer. If Cintas receives a written request from Customer to retain any specific Intellectual Property prior to the Destruction thereof, Cintas agrees to use commercially reasonable efforts to store the specific Intellectual Property as requested by Customer on the condition precedent that Customer pay all fees, costs, and expenses of any kind related to the request.

9. Run-Away Systems. If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas's monitoring facility (a "Run-Away System") and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System, and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas's monitoring facility by the Run-Away System.
10. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS ALARM MONITORING AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS ALARM MONITORING AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS ALARM MONITORING AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS ALARM MONITORING AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
11. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Alarm Monitoring Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Alarm Monitoring Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Alarm Monitoring Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any

such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole respons bility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS ALARM MONITORING AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE ALARM MONITORING AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.

12. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS ALARM MONITORING AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ALARM MONITORING AGREEMENT OR PERFORMANCE UNDER THE ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, MONITORING OR OTHER SYSTEM(S) OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS ALARM MONITORING AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE ALARM MONITORING AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS RESERVES THE RIGHT TO SELECT COUNSEL TO REPRESENT ITSELF IN ANY SUCH ACTION.

13. DISCLAIMER/LIMITATION OF LIABILITY. CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER CINTAS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS ALARM MONITORING AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) CINTAS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) CINTAS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) CINTAS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR FROM OR RECEIVE ANY DATA AT THE PREMISES OR THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CINTAS OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT, OR BREACH OF THIS ALARM MONITORING AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT

LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF $1,000.00 COLLECTIVELY FOR CINTAS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IF CUSTOMER WISHES TO INCREASE THE LIMITATION OF LIABILITY, CINTAS AND CUSTOMER MAY NEGOTIATE A SUPPLEMENTAL WRITTEN AGREEMENT TO INCREASE THE LIMIT OF CINTAS'S LIABILITY BUT NO SUCH AGREED UPON INCREASE TO THE LIMIT OF CINTAS'S LIABILITY SHALL BE INTERPRETED TO FIND CINTAS OR ITS SUBCONTRACTORS OR REPRESENTATIVES TO BE INSURERS.

14. Central Control Panel. Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.
15. Communication Path and Signals, Electrical Connections, and Systems. Customer acknowledges and agrees that during the term of this Alarm Monitoring Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.
16. NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS ALARM MONITORING AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS ALARM MONITORING AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.
17. Suspension of Service. Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Alarm Monitoring Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. CUSTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.
18. Delay or Interruption of Service. Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.
19. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.
20. Default of Customer. In the event of any default by Customer, without limiting the rights of Cintas under this Alarm Monitoring Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent(90%) of all payments which would be due under this Alarm Monitoring Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Alarm Monitoring Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
21. Governing Law. To the greatest extent permitted by law, this Alarm Monitoring Agreement shall be governed by the laws of the Customer is located, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
22. Intentionally Omitted.
23. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

24. Authority to Execute Alarm Monitoring Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Alarm Monitoring Agreement have been duly authorized by all necessary entity action(s), and (ii) this Alarm Monitoring Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Alarm Monitoring Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
25. Assignment. This Alarm Monitoring Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Alarm Monitoring Agreement, and it may do so in its sole and absolute discretion. The Alarm Monitoring Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns
26. Waiver. No waiver of any provision of this Alarm Monitoring Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Alarm Monitoring Agreement at any time will be deemed a waiver of any other provision of this Alarm Monitoring Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
27. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Alarm Monitoring Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Alarm Monitoring Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
28. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Alarm Monitoring Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
29. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web portal or other similar mechanism and that these policies are incorporated and made part of this Alarm Monitoring Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Alarm Monitoring Agreement and/or use and/or acceptance of the goods and/or services provided under this Alarm Monitoring Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
30. Internet Services. Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify Information through the internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Alarm Monitoring Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Alarm Monitoring Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.
31. Cross-Default. If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Alarm Monitoring Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.
32. Electronic Mail Notice. If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b)the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.
33. Storage of Agreement and Information. Customer authorizes Cintas to store or retain this Alarm Monitoring Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.
34. Intentionally Omitted.
35. Consent to Communicate to Others. Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Alarm Monitoring Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Alarm Monitoring Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or

entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.

36. Taxes. Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).
37. Time. The parties agree that time is of the essence of this Alarm Monitoring Agreement.
38. Video Systems. If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

    Customer understands and agrees that (i) a video and/or audio system enables Customer and/or Cintas to record, store, and review images and/or communications of people on the Premises and outside of the Premises, and Customer agrees, authorizes, and consents to Cintas recording, storing, and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images, and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Cintas is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid electronic mail, text, or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Cintas are subject to all of the paragraphs of this Alarm Monitoring Agreement, including (but not limited to) paragraphs 11, 12, and 13, entitled "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release and Indemnification of Cintas by Customer." and "Limitation of Cintas's Liability; Liquidated Damages," respectively.

39. Mutual Drafting and Understanding of Alarm Monitoring Agreement. The parties acknowledge and agree that this Alarm Monitoring Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Alarm Monitoring Agreement for purposes of interpretation, application, construction, or construing of the Alarm Monitoring Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Alarm Monitoring Agreement and that they have read and understand all of the terms of this Alarm Monitoring Agreement.
40. Entire Agreement; Modifications. This Alarm Monitoring Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Alarm Monitoring Agreement are of no force or effect. No modification or amendment to this Alarm Monitoring Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Alarm Monitoring Agreement that contains different or additional terms or that purports to modify or amend the terms of this Alarm Monitoring Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Alarm Monitoring Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Alarm Monitoring Agreement. Acceptance or acquiescence in a course of performance rendered under this Alarm Monitoring Agreement shall not be relevant to determine the meaning of this Alarm Monitoring Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
41. Customer's Acceptance by Allowing Performance. Customer agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Alarm Monitoring Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Alarm Monitoring Agreement and all of its terms and conditions.
42. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.

    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE,

CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.

b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.

d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.

f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.

43. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

44. **Customer Funding Source**. Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?

___No

___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

45. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

___ No additional terms needed

___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

NOTICE TO CUSTOMER. BY AGREEING TO THIS ALARM MONITORING AGREEMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 10-13 AND 15

OF THIS ALARM MONITORING AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

CUSTOMER:

Cintas Loc. No: _____Please Sign
Name_____

By: _____Please Print Name
_____

Title: _____Please Print
Title_____

Accepted-GM:
_____Email
_____

SCHEDULE A

Alarm Monitoring Service Agreement

Monitored Premises Address List

SITE	SITE NAME	SITE ADDRESS	CITY	STATE	ZIP	PHONE
1						
2						
3						
4						
5						
6						
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SCHEDULE B

Alarm Monitoring Service Agreement

Customer Contact List and First Responders List

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order:	Payment Portal: ☐ yes ☐ no		Name of Portal:	

Enter Telephone Contact Numbers for Desired Customer Contacts Below:
NOTE: Each Call List contact must have a distinct passcode.

CONTACT NAME	CELL PHONE #	LANDLINE PHONE #	PASSCODE

Enter Telephone Contact Numbers for First Responder Agencies Below:
NOTE: Cintas has no responsibility for determining or verifying whether the agencies, first responders, or the numbers you provide below are the proper authorities or first responder agencies for the jurisdiction where the Premise(s) are located.

AGENCY TYPE	FIRST RESPONDER AGENCY NAME	AGENCY PHONE #
Fire		
Medical		
Police		
Other		

3. Cintas Workplace Solutions RFP Pricing Sheet

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	912	36-56, 40-52 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue Orange.	912	36-56, 40-52 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long	[redacted]					1
6.		Shirts, 65% Polyester - 35% Cotton, Short Sleev 7 button closure wi h top button snap, 2 breast pockets wi h button down flaps, Men's and Women's Styles. Colors Light Blue, Whi e, Na Blue, Postman Blue, Forest Green, Orange, Kha , Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg d Long	[redacted]					1
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.	330	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.	330	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pique, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors Determined upon award.	275	S-5XL, L-5XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors Determined upon award.	259	S-5XL, L-5XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	3065
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors Determined upon award.	259	S-3XL	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
12.	EA	Jacket, Industrial, Zipper Closure. Colors Dark Blue, Hunter Green.	970	XS-4XL, S-4XL Long	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.	945	28-50	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors Dark blue, Hunter Green, Charcoal.	340	28-56	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1
15.	PR	Pant, Painters, 100% Cotton. Color White	945	30-50	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1

16	EA	Lab Coat, Industrial, 65% Polyester 35% Cotton, Long Sleeve 2 pockets button down Color White	72174	XS-6XL	[redacted]						
17	EA	**Patches - University Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls**	N/A	N/A	[redacted]						1
18	EA	**Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls**	N/A	N/A	[redacted]						1
19	EA	**Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.**	N/A	N/A	[redacted]						1
20	EA	Patches - Name Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls	N/A	N/A	[redacted]						1
21	EA	Bath Towels, Absorbent white, cotton, loop weave approximately 20" x 40"	TBD	N/A	[redacted]						1
22	EA	Dish Towels, White Cotton or Microfiber approximately 12" x 20"	2700	N/A	[redacted]						1
23	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings	2160	N/A	[redacted]						169660
24	EA	Floor Mats 3' x 4', rubberized backing, good quality black, gray or brown	843XX	N/A	[redacted]						1
25	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown	843XX	N/A	[redacted]						117
26	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown	840XX	N/A	[redacted]						1147
27	EA	Floor Mats 4' x 6', rubberized backing, good quality, dark blue, black, mocha, grey or brown.	844XX	N/A	[redacted]						396
28	EA	Anti-Fatigue Mats 2 ½' x 5', nitrile rubber, black	1801	N/A	[redacted]						1
29	EA	Scraper Mats, 3' x 5', skid resistant, black	2477	N/A	[redacted]						1
30	EA	Safety Mats 3' x 5'	84302	N/A	[redacted]						1
31	EA	Flow-Thru Shower Mat 3' x 5', rubber, slip resistant, black	1810	N/A	[redacted]						1
32	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size color change, or from short sleeve to long sleeve garment permitted one-time per year per employee	One Time Cost	N/A	[redacted]						N/A
					GRAND TOTAL:						

***We have included the last replacement rates for each of the items listed. Purchase rates for garments listed are for garments that meet the required specifications but are not manufactured for an industrial wash.*

**** Most products available in multiple colors and size options*

University of Nebraska Pricing - University Owned

	U/M	Description	Unit Cost	Extension	Estimated Usage per Year
	EA	Weekly laundering of University-Owned Jacket, if required.	[redacted]		1
	EA	Weekly laundering of University-Owner Safety Vests, if required.	[redacted]		1
	EA	Application/Sewing of University-Provided Patches to Contractor-furnished clothing , if required.	[redacted]		1

Cintas has the ability to apply emblems but the pricing will be determined on a case by case basis.

University of Nebraska Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Anti - Fatigue Mats	[redacted]	[redacted]	1
Scraper Mats	[redacted]	[redacted]	1147
Safety Mats	[redacted]	[redacted]	1
Flow - Thru Shower Mats	[redacted]	[redacted]	1
Bar Mats	[redacted]	[redacted]	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska - Towels & Linens

Instructions Provide the percentage discount off a verifiable price ist for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Table Linens & Napkins	[redacted]	[redacted]	1
Bed Linens	[redacted]	[redacted]	1
Towels and Wiping Cloths	[redacted]	[redacted]	1
Industrial Towels	[redacted]	[redacted]	1
Towel Cans	[redacted]	[redacted]	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.
****N/A denotes products that Cintas does not rent.***

University of Nebraska Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage per Year**
Treated Dust Mops	[redacted]	[redacted]	1
Wet Mops			1
Handles for Mops			1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item	Estimated Usage Per Year	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA	[redacted]	9314	1	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA		9312	1	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	$	9326	1	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	$	280020	2	
Burn Relief Packet/6PK	BAG	$	163050	1	
Woundseal Pour Pack (2)	EA	$	1030300	2	
Allergy Relief Tablet Med	BX	$	119260	4	
Aleve Small	BAG	$	121220	1	
Dayquil Severe Small	BAG	$	573772	1	
Mucinex Small	BAG	$	79191	1	
Ibuprofen Tabs Small	BX	$	111929	1	
Ibuprofen Tabs Medium	BX	$	111989	1	
Ibuprofen Tabs Large	BX	$	111999	1	
Cold Relief Max/Str Small	BX	$	113029	1	
Cold Relief Max/Str Medium	BX	$	112039	1	
Liquid Bandage Small	BAG	$	12221	1	
Tweezers, Metal IND/3PK	PAC	$	150110	2	
Hand Sanitizer Small	BAG	$	51030	1	
Eyewash, 1/2oz medium	BX	$	130100	1	
Glucose, Small	PAC	$	122249	1	
Lipaid, Small	BAG	$	102435	1	
Biofreeze Muscle Relief, Small	BAG	$	102640	1	
Anti-Diarrheal Caplets, Small	BX	$	119250	1	
X-Long Bandage Medium	BX	$	43729	1	
Cool & Soothe 6/BOX	BX	$	164010	1	
Pain Away X-Strength Small	BAG	$	111659	1	
Waterproof Clear Strips	BX	$	43658	1	
Elastic Strip Medium	BX	$	44269	1	
Aspirin Org St. 50 CT	BX	$	111230	1	
Thera Tears Small	PAC	$	130000	1	
Triple Antibiotic Ointment Medium	BX	$	100019	1	
Large Patch 2"x3", Medium	BX	$	44429	1	

University Pricing - Category & Other Discounts

Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental	See column D&E	[redacted]	[redacted]
Uniform Leasing			
Uniform Purchase			
Shoe Purchase			
Mat/Mop Rental			
Mat/Mop Leasing	Service not available		
Mat/Mop Purchase	See column D&E	[redacted]	
Restroom Supplies			
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies		[redacted]	[redacted]
AEDs			
Fire Protection Services		[redacted]	[redacted]
Promotional Produ		[redacted]	[redacted]
Miscel aneous			
Other			
Additoinal Discounts Offered	Please see details above by product category		
Volume Discount			
Ecommerce Rebate			
Sole Vendor Dicsount			
Other			

University of Nebraska Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	***Please see "University Pricing - Discounts" tab for details by product category***
Catalog(s) Name: *Catalog(s) Name:* *Online Catalog Website:*	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat s aled or ewn.	
R mova of patc es and embl ms from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	$
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	$

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.
Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.
The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.
Describe how rental uniforms are amortized and how Replacement Charges are calculated.
If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values. Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."
Describe how emergency requests for uniforms are handled.
Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

****Cintas proposed pricing is structured to allow any participating agency, regardles of size, volume etc. to benefit from the same competitive and consistent rates.***

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*		**Purchase** *indicate if Purchase is not available in a category with "n/a"*	
	Regular Size	**Extended Size**	**Regular Size**	**Extended Size**
Industrial Wear				
Belts	Please see University Pricing - Discounts Tab for details by product category			
Coveralls				
Jackets				
Pants				
Shirts				
Shorts				
Safety and Protective Wear (including Flame Resistant clothing)				
Boots	Please see University Pricing - Discounts Tab for details by product category			
Coveralls				
Jackets				
Pants				
Shirts				
Arc Suit				
Vests				
Caps and Headwear				
Corporate Casual Wear				
Accessories	Please see University Pricing - Discounts Tab for details by product category			
Belts				
Dresses				
Jackets				
Pants				
Polo's and T-shirts				
Sweatshirts				
Shirts				
Skirts				
Slacks				
Sweaters				
Vests				

Executive Wear	
Accessories	Please see University Pricing - Discounts Tab for details by product category
Belts	
Blazers	
Blouses/Tops	
Dresses	
Jackets	
Neckwear	
Pants	
Shirts	
Skirts	
Slacks	
Sweaters	
Vests	
Healthcare	
Lab Coats	Please see University Pricing - Discounts Tab for details by product category
Scrubs, top	
Scrubs, pant	
Chef and Kitchen Wear	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Caps and Headwear	
Chef Coats	
Neckwear	
Chef Pants	
Shirts	
Food Service	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Belts	
Blouses/Tops	
Caps and Headwear	
Shirts	
Pants	
Shorts	
Skirts	
Housekeeping	
Aprons	Please see University Pricing - Discounts Tab for details by product category
Dresses	
Pants	
Shirts & Tunics	

Outerwear				
Caps and Headwear	Please see University Pricing - Discounts Tab for details by product category			
Coats				
Gloves				
Jackets				
Sweat Shirts				
Swimwear				
Other:				
Laundry Racks	Please see University Pricing - Discounts Tab for details by product category			
List other product categories not listed above and their corresponding discount				

All products and services are available to the University of Nebraska
State the name of the Price List from which discounts shall be taken: TBD
Submit instructions on accessing your on-line Price List or Catalog with your proposal.

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Anti - Fatigue Mats		
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Treated Dust Mops		
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size volume etc.

National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Table Linens & Napkins		
Bed Linens		
Towels and Wiping Cloths		
Industrial Towels		
Towel Cans		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

National Pricing - Safety Supplies

Description	U/M	[redacted]	Make/Model of Quote Item	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA		9314*	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA		9312*	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA		9326*	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA		280020	
Burn Relief Packet/6PK	BAG		163050	
Woundseal Pour Pack (2)	EA		1030500	
Allerrx Relief Tablet Med	BX		119260	
Aleve Small	BAG		121220	
Dayquil Severe Small	BAG		573772	
Mucinex Small	BAG		79191	
Ibuprofen Tabs Small	BX		111929	
Ibuprofen Tabs Medium	BX		111989	
Ibuprofen Tabs Large	BX		111999	
Cold Relief Max/Str Small	BX		113029	
Cold Relief Max/Str Medium	BX		112039	
Liquid Bandage Small	BAG		12221	
Tweezers, Metal IND/3PK	PAC		150110	
Hand Sanitizer Small	BAG		51030	
Eyewash, 1/2oz medium	BX		130190	
Glucose, Small	PAC		122249	
Lupaid, Small	BAG		102425	
Biofreeze Muscle Relief, Small	BAG		102640	
Anti-Diarrheal Caplets, Small	BX		119250	
X-Long Bandage Medium	BX		43729	
Cool & Soothe 6/BOX	BX		164010	
Pain Away X-Strength Small	BAG		111659	
Waterproof Clear Strips	BX		43658	
Elastic Strp Medium	BX		44269	
Aspirin Org St. 50 CT	BX		111230	
Theri Tears Small	PAC		130000	
Triple Antibiotic Ointment Medium	BX		100819	
Large Patch 2"x3", Medium	BX		44429	

		[redacted]
Uniform Rental	See column D&E	
Uniform Leasing		
Uniform Purchase		
Shoe Purchase		
Mat/Mop Rental		
Mat/Mop Leasing	Service not available	
Mat/Mop Purchase	See column D&E	
Restroom Supplies		
Restroom Services		
Deep Cleaning Services		
First Aid/Safety Supplies		
AEDs		
Fire Protection Services		
Promotional Products		
Miscellaneous		
Other		
Additginal Discounts Offered	Please see details above by product category	
Volume Discount		
Ecommerce Rebate		
Sole Vendor Dicsount		
Other		

National Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	***Please see "University Pricing - Discounts" tab for details by product category***
Catalog(s) Name: _____ *Catalog(s) Name:* *Online Catalog Website:*	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat s aled or ewn.	
R mova of patc es and embl ms from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	$
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	$

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.
Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.
The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.
Describe how rental uniforms are amortized and how Replacement Charges are calculated.
If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values. Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."
Describe how emergency requests for uniforms are handled.
Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation

Separately Attached.

5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Separately Attached.

6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

ATTACHMENT A

OMNIA® PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

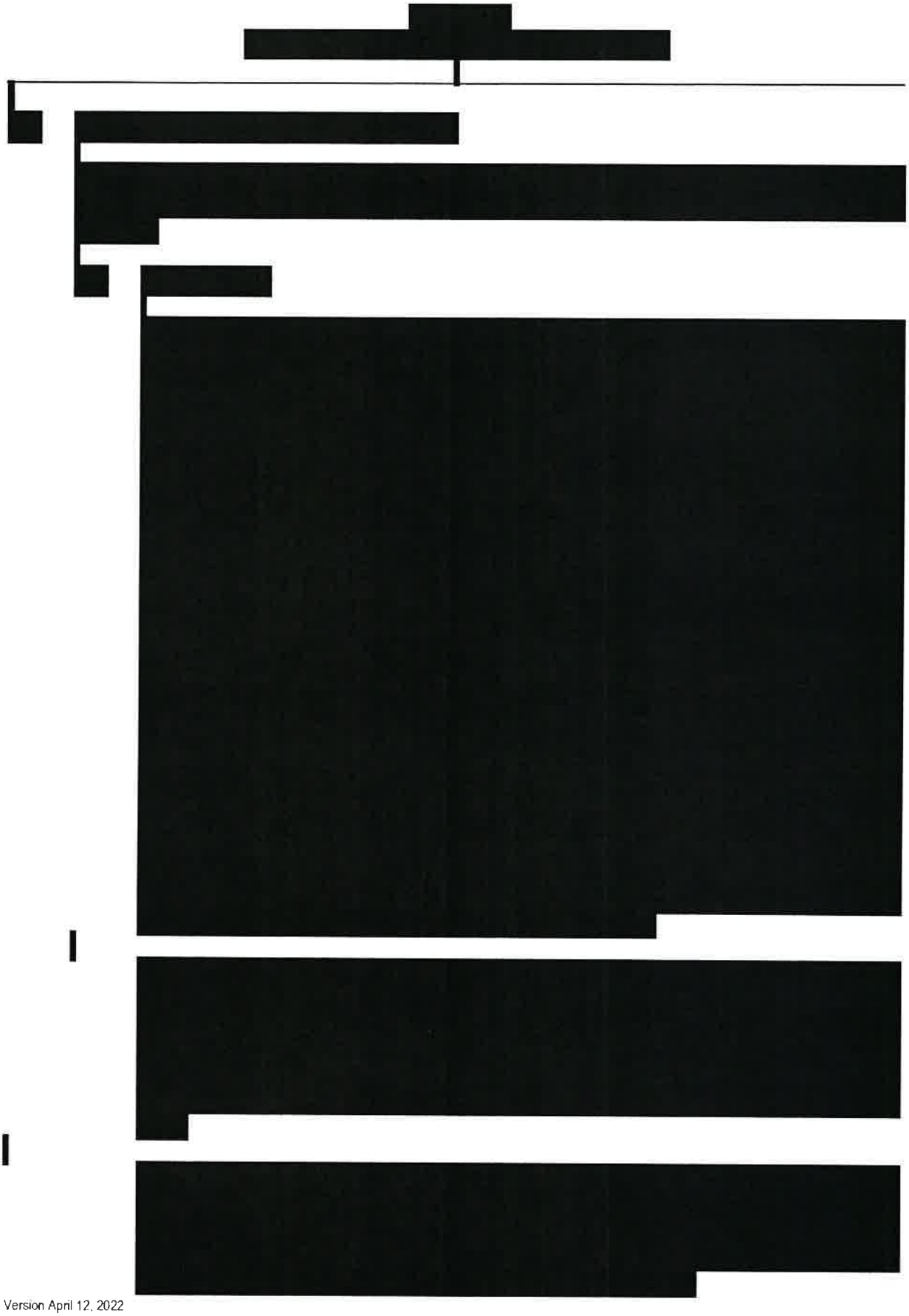
Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

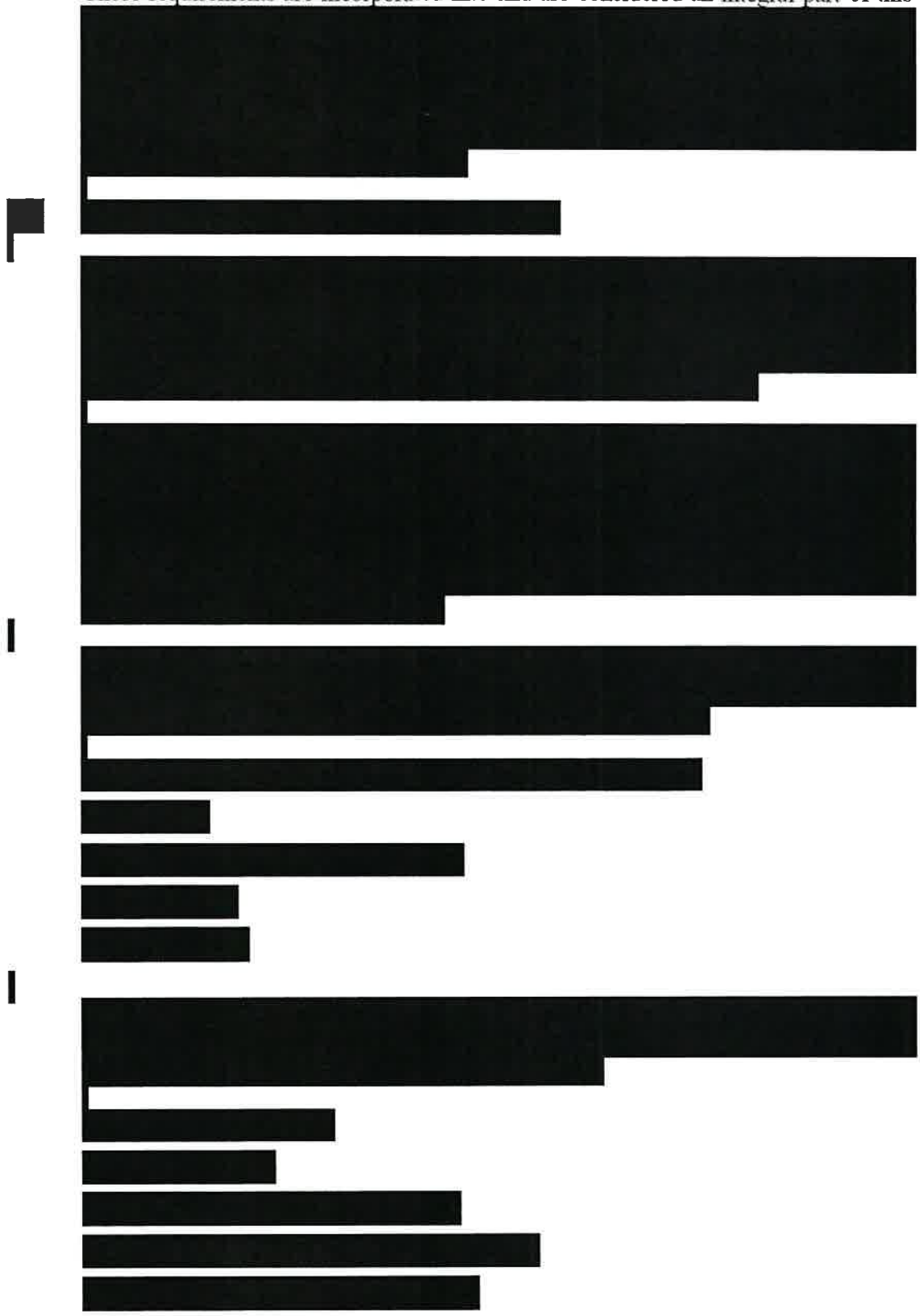
Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

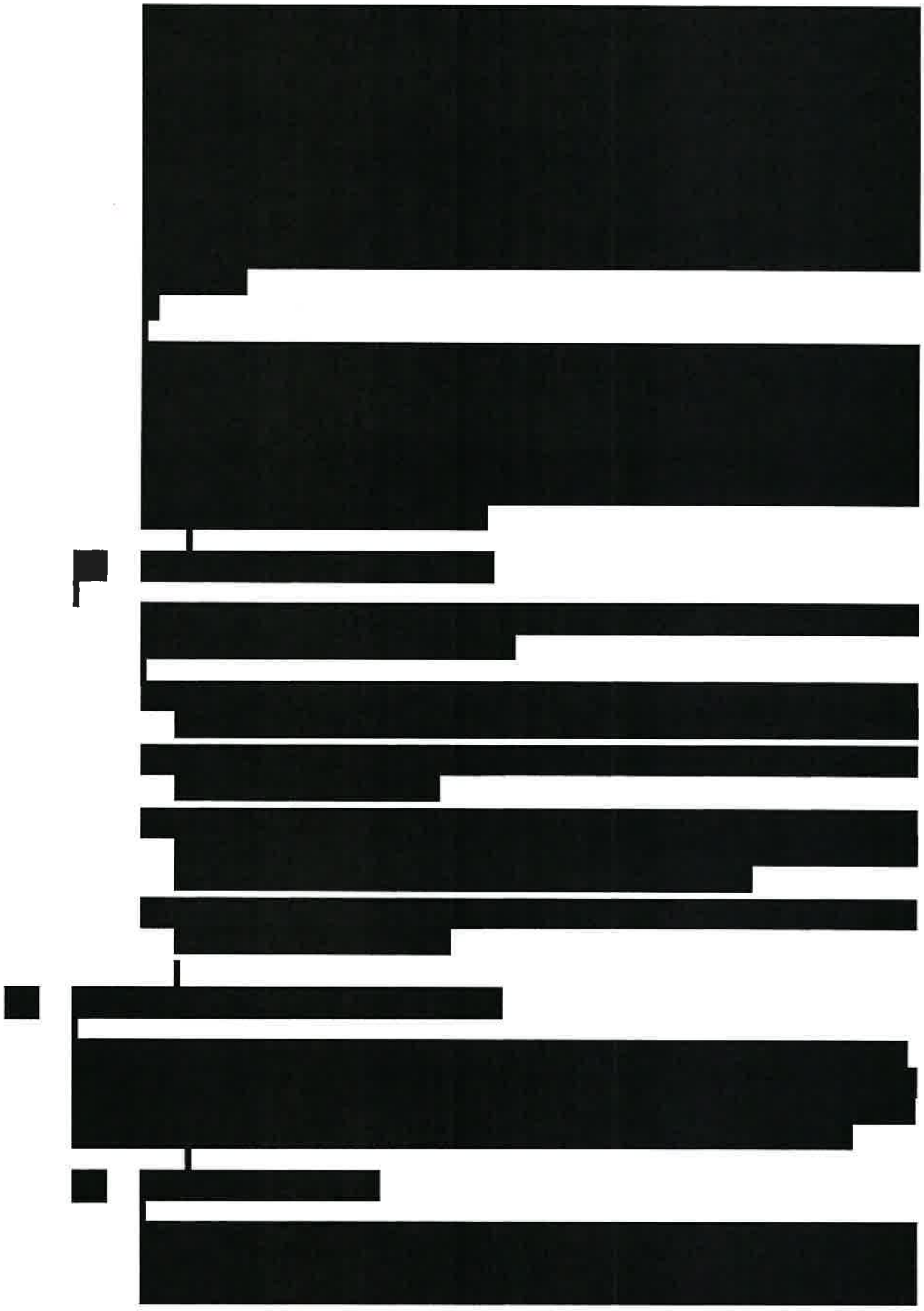
Exhibit H – Advertising Compliance Requirement

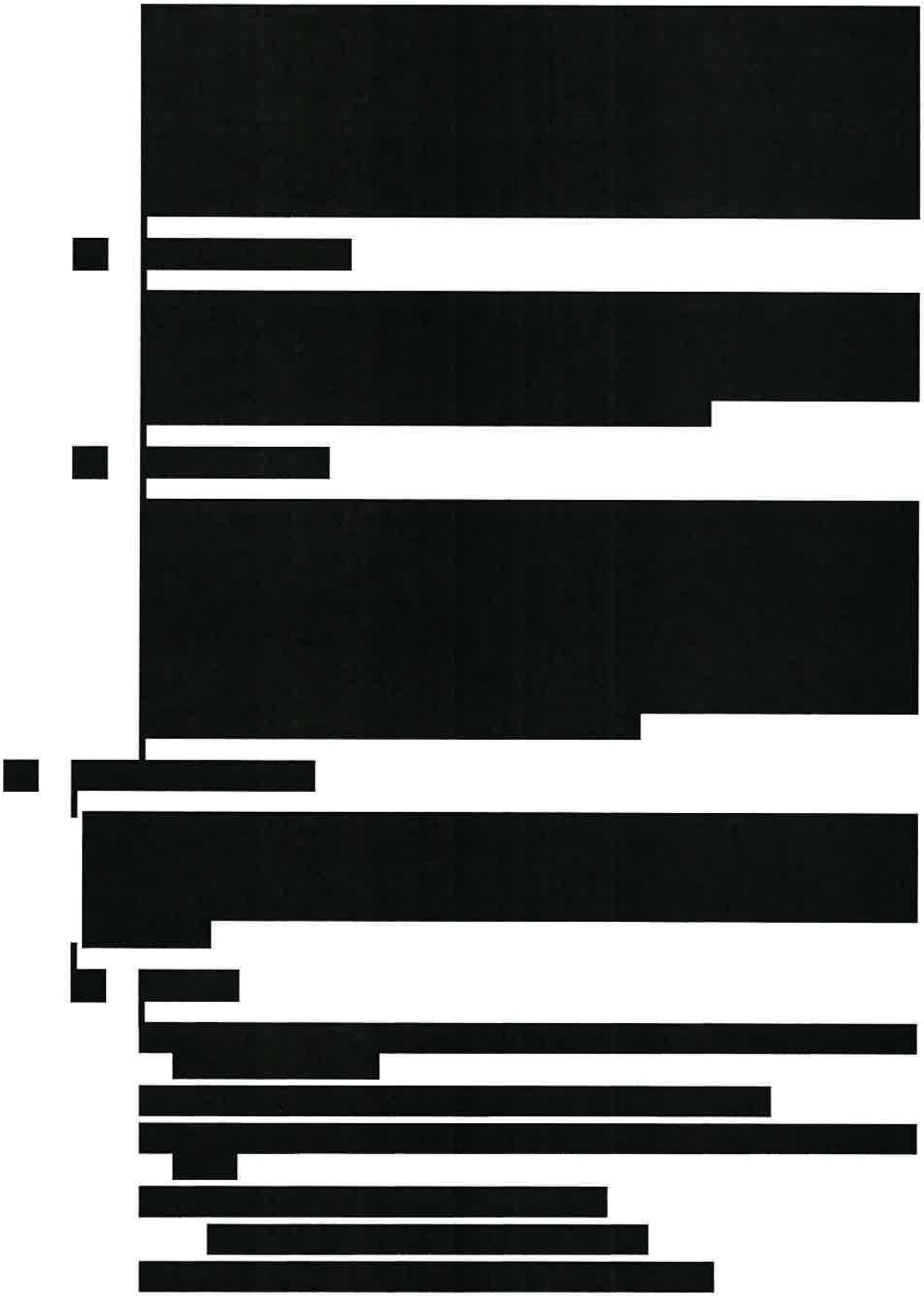


These requirements are incorporated into and are considered an integral part of this

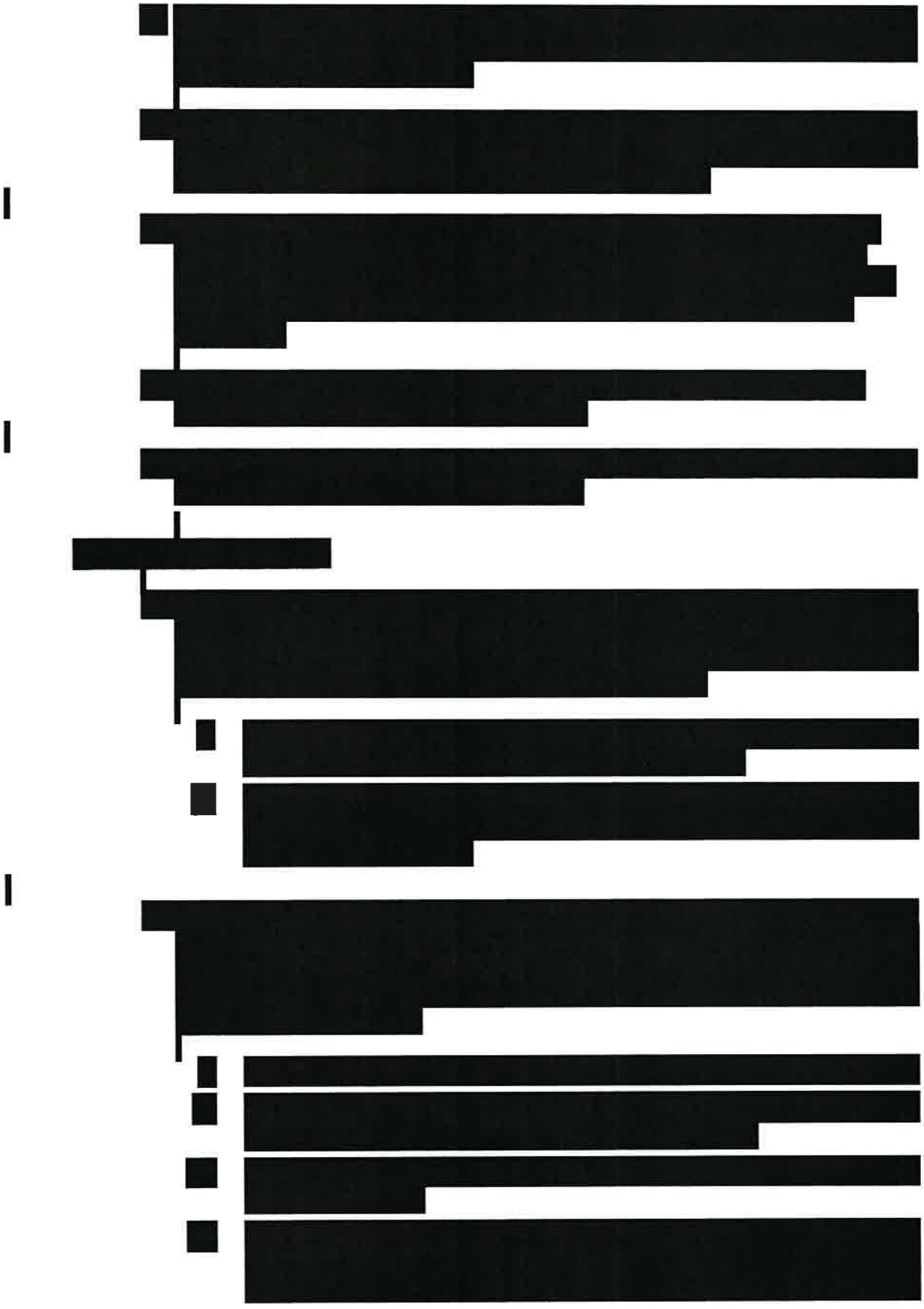








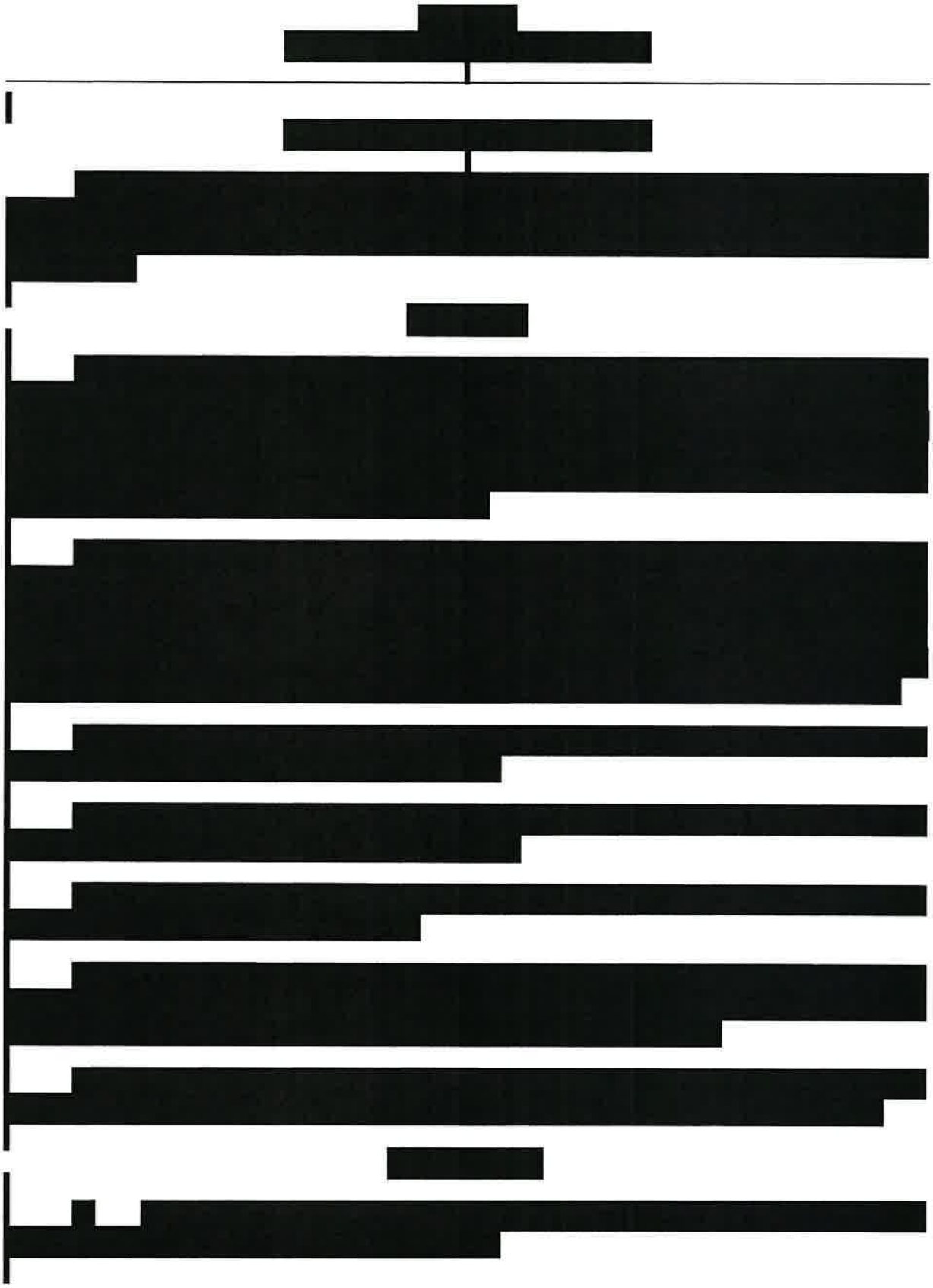


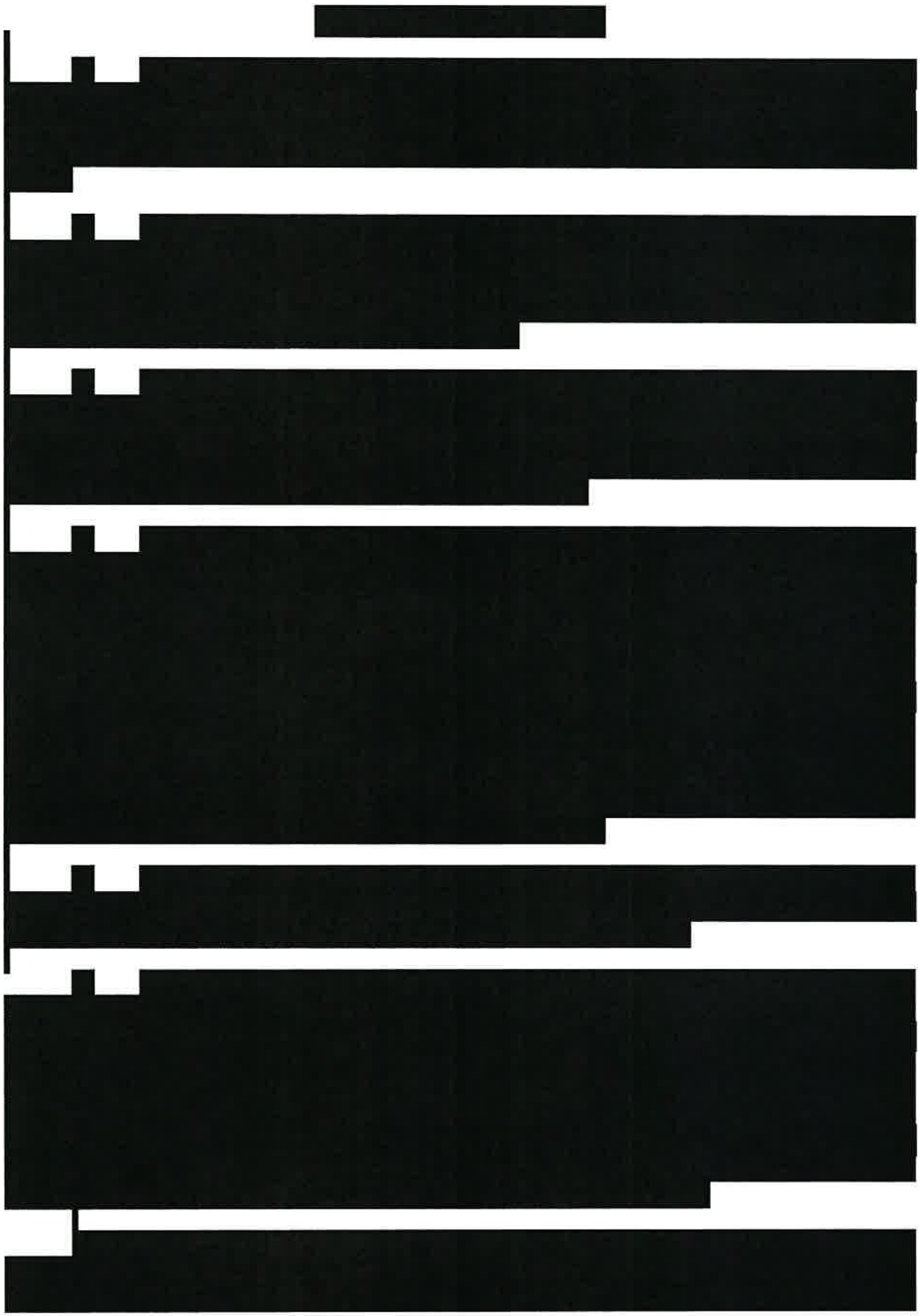


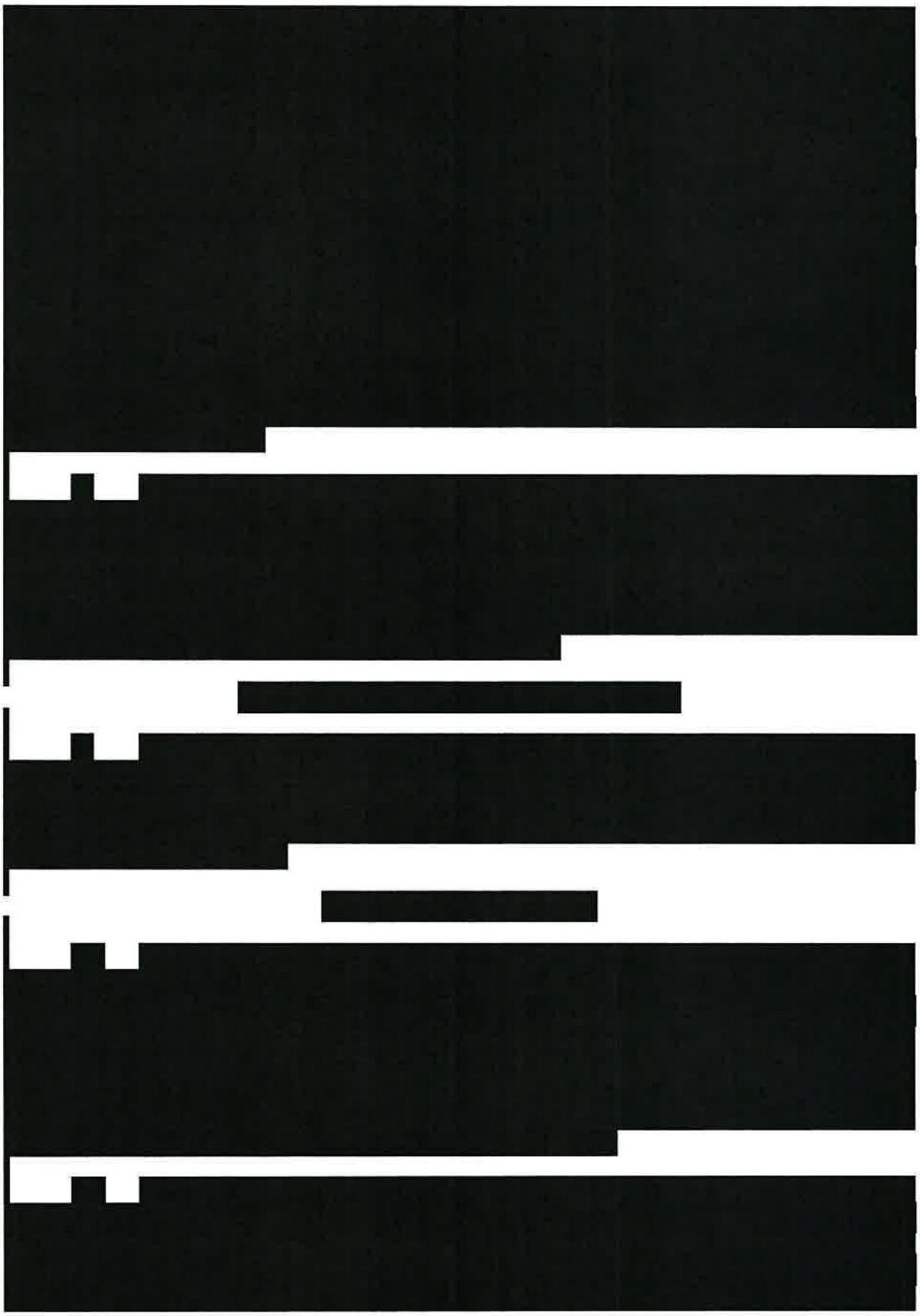




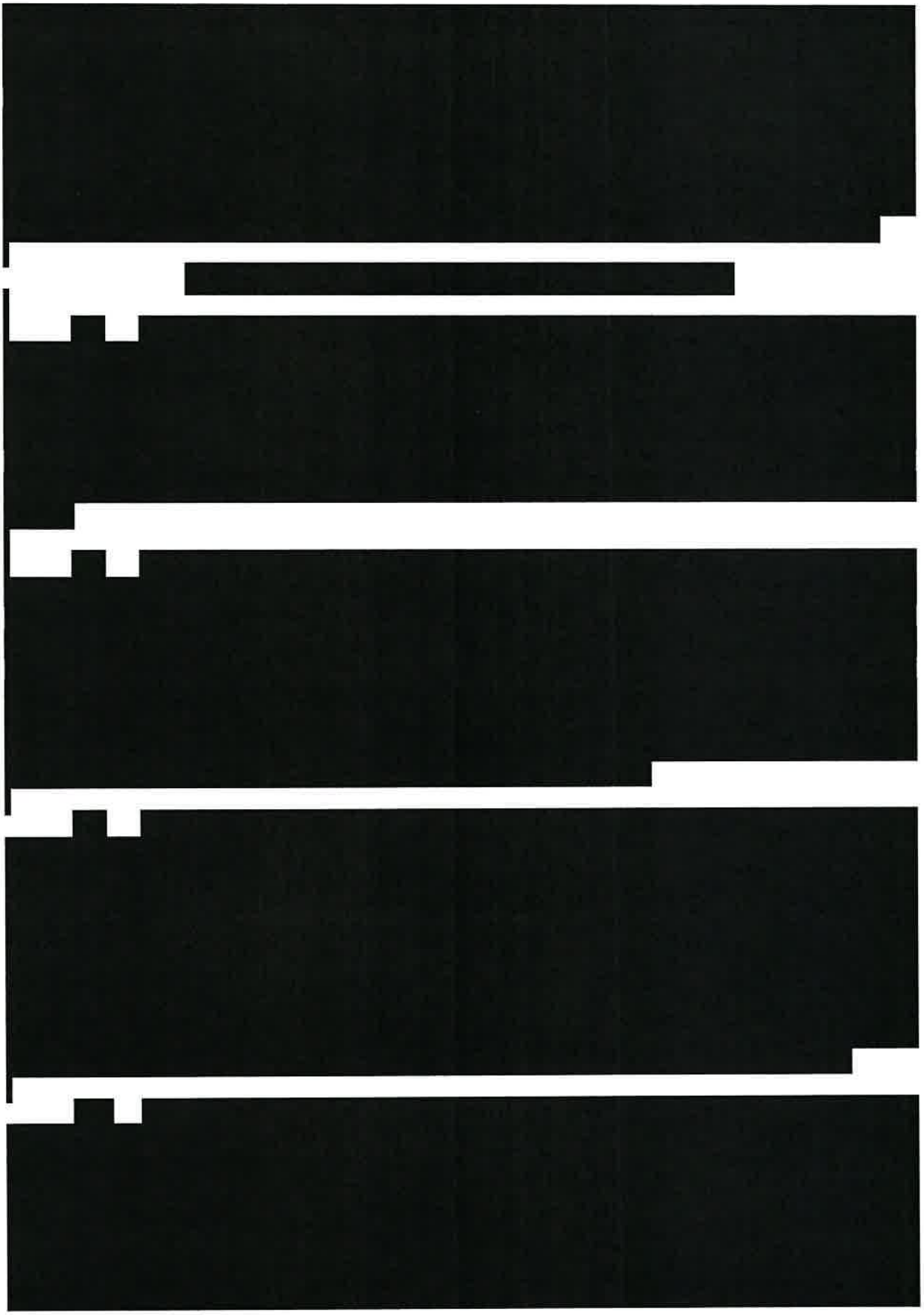


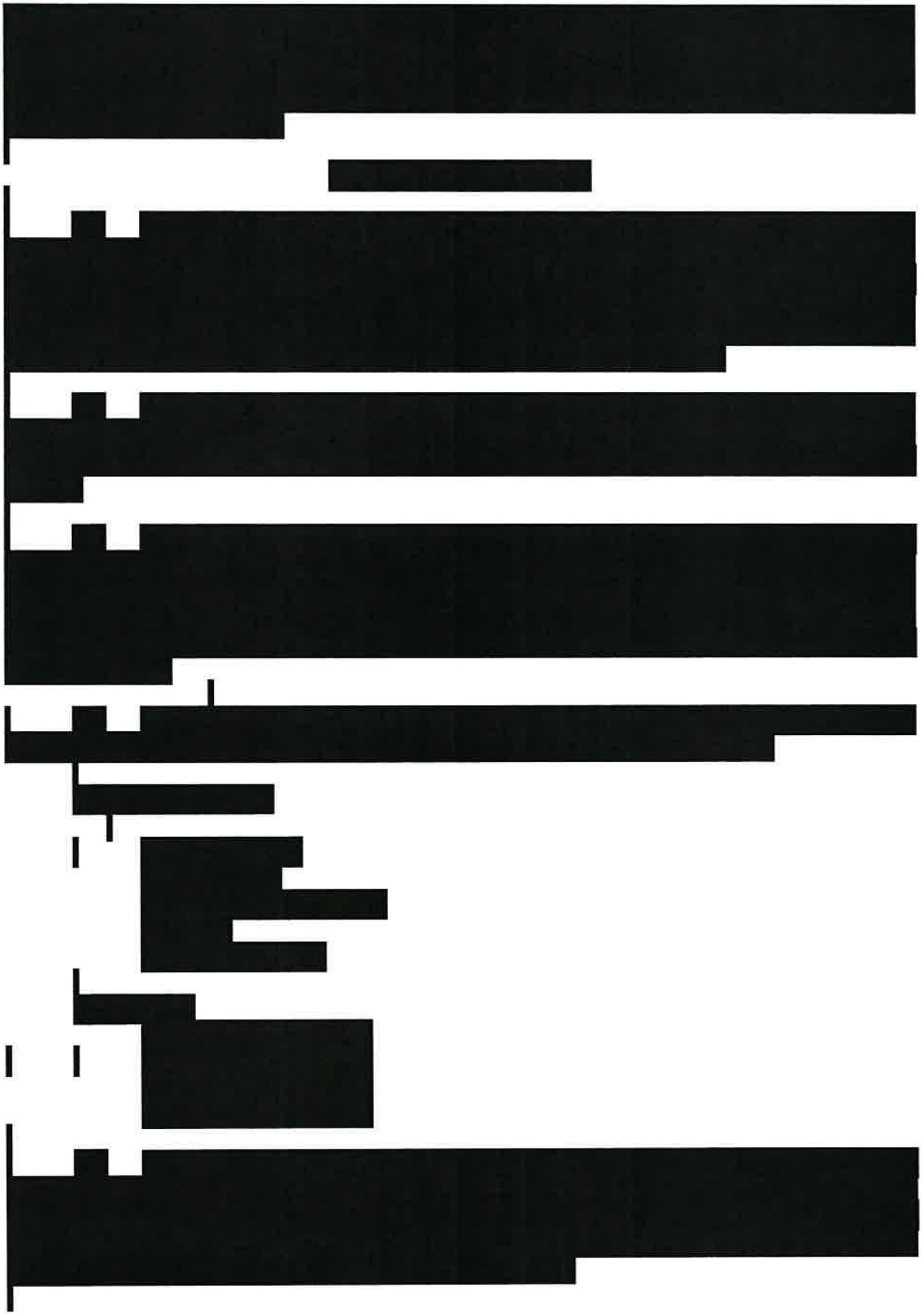




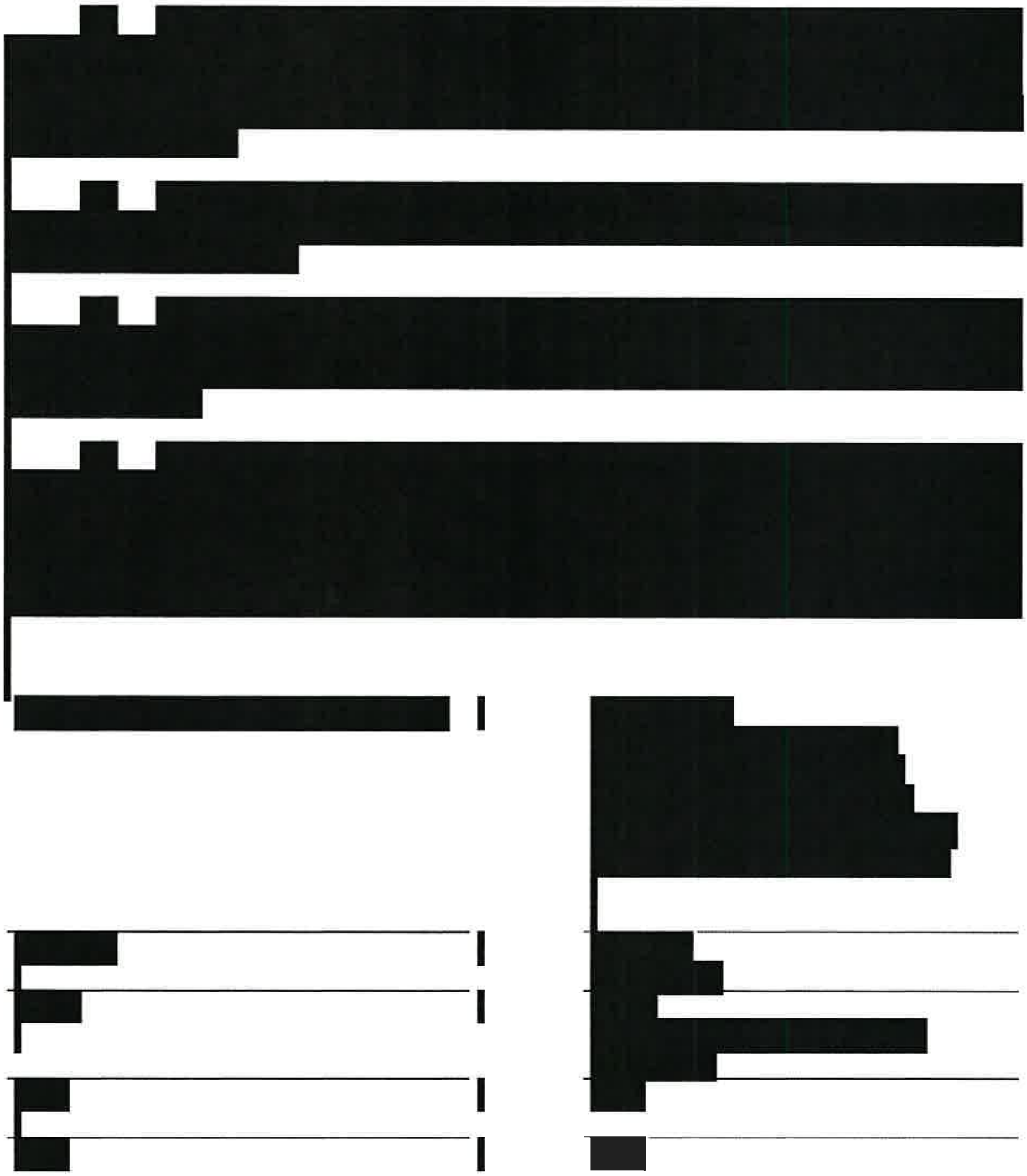


Version April 12, 2022

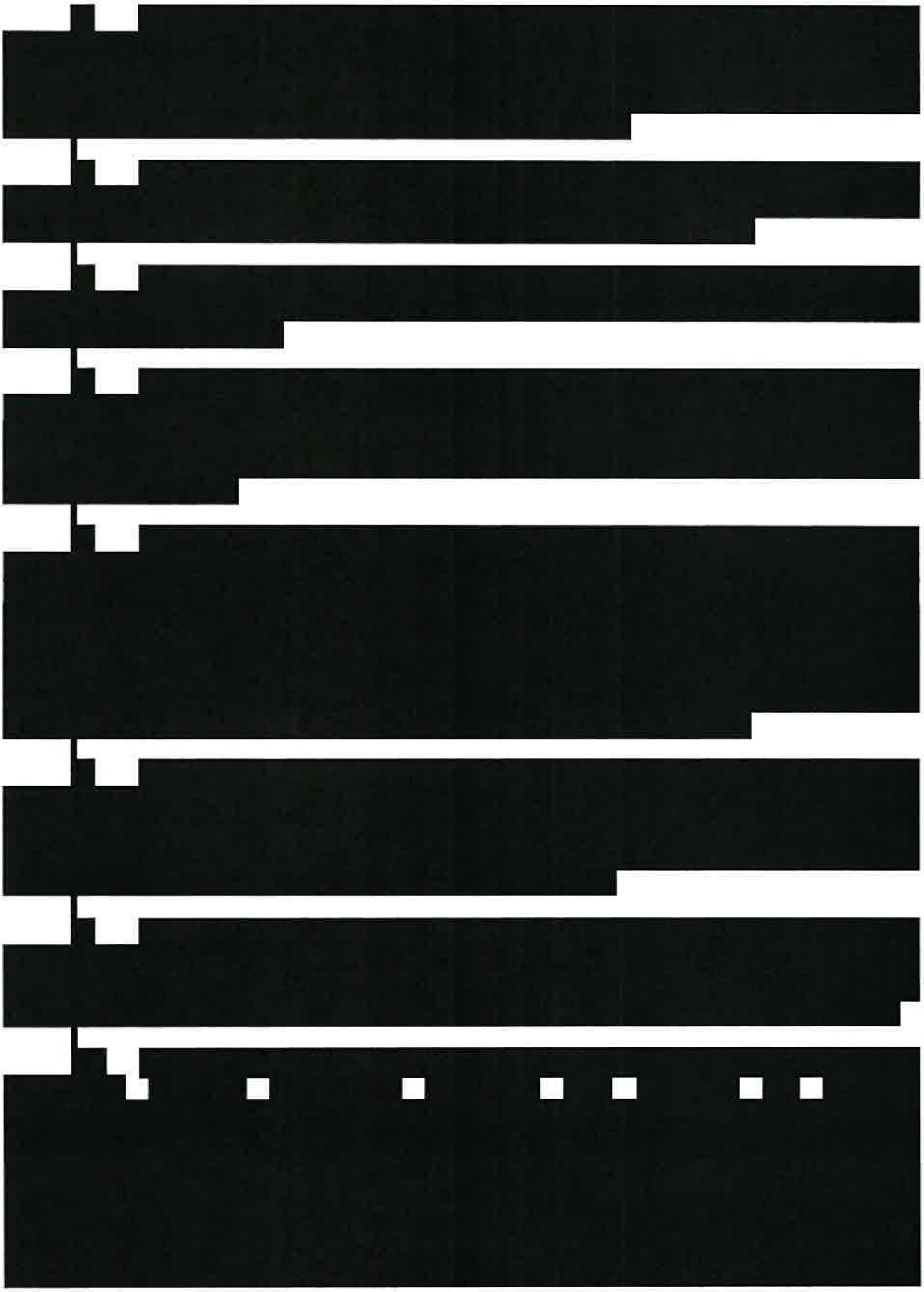




Version April 12, 2022

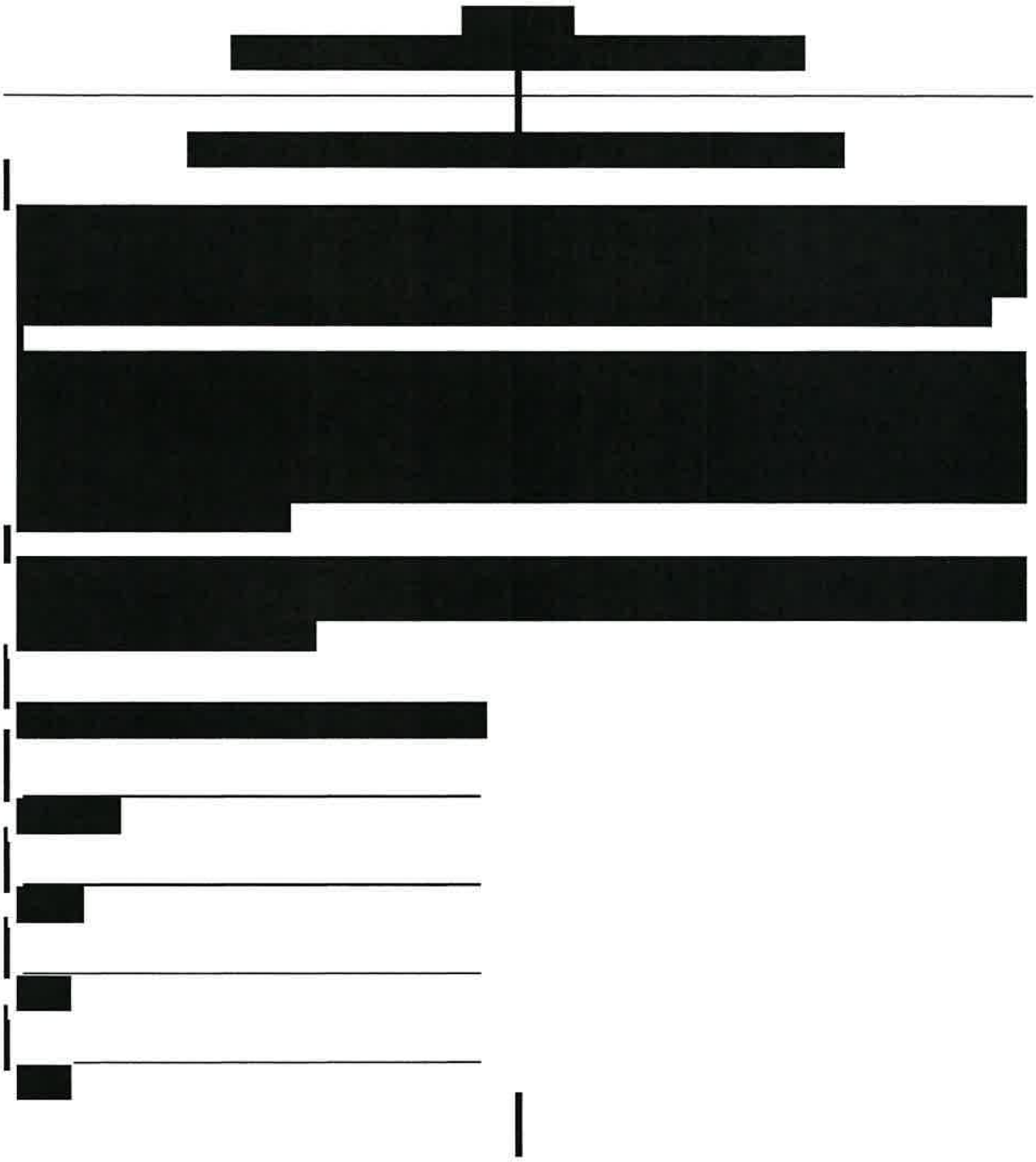






Version April 12, 2022





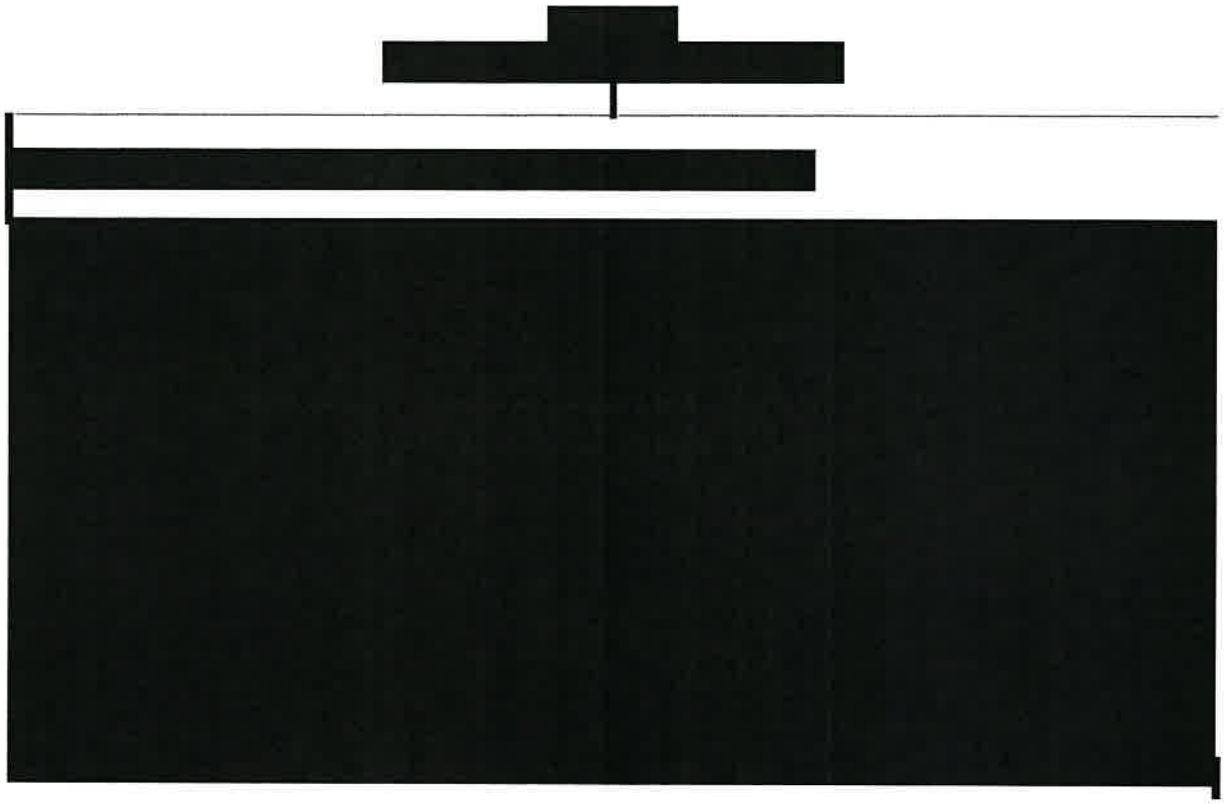


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fire products and services.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal

department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to

offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

Exhibit G
Intentionally Omitted

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR

HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT

ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Sample Cintas Facilities Solutions Cooperative Acceptance Agreement

CINTAS

Facilities Solutions Cooperative Acceptance Agreement

Date _____
Location No._____
Contract No._____
Customer No._____

CC # Agreement #
GPO CC # GPO Agreement

Customer/Participating Agency_____Phone_____

Address_____City_____State_____Zip_____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

This Agreement is effective as of the date of execution for a term of 60 mon from the date of installation or renewal.

- Standard Name Emblem $_____ea • Standa Agency E blem $_____ea
- Custom Agency Emblem $_____ea • Embroid ry $_____ea
- Uniform Advantage: Item_____ $_____Ea. per week
- Premium Uniform Advantage Item_____ $_____Ea. per week
- Emblem Advantage: Item_____ $_____Ea. per week
- Prep Advantage: Ite _____ $_____Ea. per week
- Minimum Charge $35.00_____per delivery or 50% c initial invoice (the greater of the two).
- Make-Up charge $_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-s ndard, -stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $_____p garm t.
- Seasonal Sleeve Change $_____per garment.
- Under no circumstances will the C mpany accept t tiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $_____
- Payment Terms Net
- Size Change: Customer agrees to have employ s measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $_____per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other_____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price

- Automatic Lost Replacement Charge: Item_____% of Inventory_____$_____Ea.
- Automatic Lost Replacement Charge: Item_____% of Inventory_____$_____Ea.

__/__ ☐ ____Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__ ☐ ____Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__ ☐ ____Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this Agreement for any reason or fails to renew this Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See term #4 below).

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

Omnia Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. Arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
    FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION. BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.
5. In the event of any conflict between this Facilities Solutions Cooperative Acceptance Agreement (this "Agreement") and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement.

Supplier General Service Terms Section

6. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services on the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

Cintas Representative Initial_____ Customer Initial _____

7. **Buyback of Non-Standard Garments (if applicable)** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit Buyback of Non-Standard Garments (if applicable). In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
8. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
9. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
10. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
11. **Emblem Guarantee** Customer has requested that Company supply emblems desi ..ed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
12. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the tim of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer :m lem or (b) a quantity agreed to by Company and Customer and noted on the Master Agreement and / or outlined above.
13. **Terminating Employees** Subject to the provisions of t .is Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of .osence of three (3) weeks r more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
14. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Custor er agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
15. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
16. **Additional Customer Locations**. Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainde of the term for any individual Customer location added after the date of this Agreement.
17. **Additional Items:** Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:
    - If this Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
18. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
19. **Customer Funding Source**. Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered

Cintas Representative Initial_____ Customer Initial _____

under this Agreement with any United States government funds?

___No

___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

20. **Additional Terms.** Customer must select the appropriate response below:

Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

___ No additional terms needed

___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

21. I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Matrix Account ☐ Yes ☐ No

Customer Contact _____

Cintas MAM Partner Name _____

Customer Contact Email _____

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

CINTAS
READY FOR THE WORKDAY

Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** **If Yes**, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

Same as Payer OR **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** **If yes**, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

Sample Cintas Fire Protection Acceptance Agreement

CINTAS
READY FOR THE WORKDAY

OMNIA
PARTNERS

FIRE PROTECTION ACCEPTANCE AGREEMENT

Location No._____
Contract No._____
Customer No._____

Date_____

Participating OMNIA Member:._____ Phone_____

Address_____ _ City_____ State_____ Zip_____

FIRE PROTECTION PRICING:

Item #	Description	Unit Price

- This Fire Protection Acceptance Agreement (this "Agreement") is effective as of this d e from_to_____, with a minimum term of 12 months. The length of this Agreement will commence with the actual start of services, regardle of the start date of the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska Master Agreem nt (the "**M ster Agreement**"). In the event of any conflict between this Agreement and the Master Agreement, the Master Agreement shal p ail, excep to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of p te s or discounts must be approved by OMNIA for the Master Agreement. Any such changes shall take effect on the anniversa ate of Master Agreement.
- This Agreement covers the following locations:

Location Name	Address	City	Stat	Zip	Phone	Contact Name

- This Agreement covers the following inspectio tes g mainten ce services and new equipment (check all that apply):

Item	Yes or N	Frequency
Portable Fire Extinguishers		
Exit and Emergency Lighting		
Fire Sprinkler Systems		
Fire Alarm Systems		
Kitchen Suppression Systems		
Backflow Prevention Devices		
Special Hazard Systems		
Fire Training		

- I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name_____

By: _____ Please Print Name _____

Title: _____ Please Print Title_____

Accepted-GM: _____ Email_____

Cintas Representative_____ Customer_____

SAMPLE

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies**: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUD E OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceedi g may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, clai s, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available onli at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbit ation or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL C P/ CITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
    FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.

Supplier General Service Terms Section

Cintas Representative_____ Customer_____

1. **Customer Obligations:** Customer shall make its premises and facilities available to Company for the performance by Company of the Services. If Customer cancels a scheduled service appointment without providing prior notice or if Company is prevented from performing any Services upon arrival by Customer or conditions at the location, then Company may charge a cancellation fee or trip charge.
2. **Equipment Exchange**: Customer hereby agrees that in servicing Customer's portable fire extinguishers, Company may exchange Customer's portable fire extinguishers for Company's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Company and all right, title and interest in Company's portable fire extinguishers so exchanged will belong to Customer.
3. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
4. **Customer Funding Source.** Customer must select the appropriate response below:
   Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?
   ___No
   ___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).
5. **Additional Terms.** Customer must select the appropriate response below:
   Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
   ___ No additional terms needed
   ___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

SAMPLE

Cintas Representative_____ Customer_____

CINTAS
READY FOR THE WORKDAY

Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** **If Yes**, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/P .OV: ZIP/PC:

We will use the Payer address above as the address that is used for cre efere ce/credit h ck if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

Same as Payer OR **Same as Sold-To**

Bill-To Street Address:

City: T/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RE EIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **ve at Sit and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** **If yes**, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Cintas Representative_____ Customer_____

SAMPLE

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative_____ Customer_____

DocuSign

Certificate Of Completion

Envelope Id: B74BB212C8C04F089970DD8D5B4527AB
Status: Completed
Subject: Signature request on Contract Cintas Workplace Solutions - University of Nebraska - 02092023
Source Envelope:
Document Pages: 103
Signatures: 4
Certificate Pages: 5
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
University of Nebraska Contracts Service Account
1400 R St.
Lincoln, NE 68588
contracts@nebraska.edu
IP Address: 35.170.89.44

Record Tracking

Status: Original
5/31/2023 2:31:44 PM
Holder: University of Nebraska Contracts Service Account
contracts@nebraska.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Doug Carlson dougcarlson@nebraska.edu AVP & Chief Procurement Officer University of Nebraska Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Drawn on Device Using IP Address: 129.93.161.221	Sent: 5/31/2023 2:46:30 PM Viewed: 5/31/2023 5:13:38 PM Signed: 5/31/2023 5:37:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robyn Pitzer PitzerR@cintas.com Security Level: Email, Account Authentication (Optional)	RP Signature Adoption: Pre-selected Style Using IP Address: 155.190.22.3	Sent: 5/31/2023 5:37:05 PM Viewed: 6/1/2023 6:37:27 AM Signed: 6/1/2023 2:33:26 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 6:37:27 AM ID: eb366584-76a7-4adc-be13-8a3285a3a902		
Joe Cerni cern j@cintas.com VP Higher Education & Public Sector Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.18.58	Sent: 6/1/2023 2:33:31 PM Viewed: 6/1/2023 2:40:06 PM Signed: 6/1/2023 2:42:57 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 2:40:06 PM ID: c549043b-053e-461e-82f1-2ca7cb7d21f7		
Chris Kabourek ckabourek@nebraska.edu Senior VP | CFO University of Nebraska Security Level: Email, Account Authentication (Optional)	Chris Kabourek Signature Adoption: Pre-selected Style Using IP Address: 129.93.161.221	Sent: 6/1/2023 2:43:03 PM Viewed: 6/1/2023 5:00:08 PM Signed: 6/1/2023 5:12:06 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Ryan Duncan duncanr@cintas.com Major Account Manager Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 12/9/2021 3:34:02 PM ID: 4e79445d-dc86-45fa-8f51-63721fb91094	COPIED	Sent: 6/1/2023 5:12:11 PM Viewed: 6/1/2023 5:36:23 PM
Sydney Zach sydney.zach@nebraska.edu Senior Sourcing Agent University of Nebraska Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/1/2023 5:12:12 PM Viewed: 6/1/2023 5:12:58 PM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	5/31/2023 2:46:30 PM
Certified Delivered	Security Checked	6/1/2023 5:00:08 PM
Signing Complete	Security Checked	6/1/2023 5:12:06 PM
Completed	Security Checked	6/1/2023 5:12:12 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Vehicle Supplies/Equipment and Installation Services Agreement

Date: November 14, 2023

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

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Contract for Vehicle Supplies/Equipment and Installation Services to Stommel Inc. dba LEHR Auto, and Authorizing the City Manager to Execute an Agreement.

Background:
Each year included in the Operating Budget is the purchase of new or replacement emergency/safety vehicles. The total cost of the vehicle is comprised of the purchase of the actual vehicle, and the cost to install various safety and emergency features (e.g., radios, flashing light bars, etc.) after delivery. In addition, the Fleet division has a need to purchase safety equipment/lighting products to maintain or upfit existing vehicles within the fleet.

The procurement and installation of the safety/emergency equipment is specialized, and staff found that Stommel Inc. (dba LEHR Auto) has the expertise and knowledge to perform these services and is very familiar with the City's requirements. In addition, LEHR Auto is the low bid contractor with Placer County (Contract No. SCN105300) after they completed the formal bid process (Attachment 2). This contract also allows local agencies to utilize their contract which is beneficial to the City.

Rocklin Municipal Code section 3.04.090 (D) specifically allows for the use of piggyback purchasing utilizing purchasing agreements maintained by other governmental agencies. City Council approval is required for purchase amounts more than $50,000.

Staff recommends the City Council authorize a Contract for Services with LEHR Auto for a three year period, with the opportunity for two additional one-year extensions. The annual cost of the contract is not-to-exceed $300,000, with a maximum not-to-exceed amount of $1,500,000 over the five year period. The initial year is from – from November 14, 2023, to November 13, 2024.

Fiscal Impact:

There is no additional fiscal impact for the initial year of the contract as the cost of supplies and services is included in the individual department budget and will be charged accordingly at the time of use.

ATTACHMENTS:

1. Resolution
2. Placer County Agreement with LEHR Auto

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE CONTRACT FOR VEHICLE SUPPLIES/EQUIPMENT AND INSTALLATION SERVICES TO STOMMEL, INC., DBA LEHR AUTO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, included in the Fiscal Year Budgets are new or replacement emergency/safety vehicles and safety equipment/lighting products to maintain/repair existing vehicles within the City's fleet; and

WHEREAS, Stommel Inc., dba LEHR Auto (LEHR Auto) has the specialized technical knowledge and skill to perform these services and is very familiar with the City's requirements; and

WHEREAS, staff has determined that it is in the City's best interest to enter into an agreement with LEHR Auto for the procurement and installation of safety/emergency equipment through the procurement process conducted by Placer County, which allows local agencies to utilize their contract (piggyback purchasing); and

WHEREAS, the Rocklin Municipal Code Section 3.04.090, D-Piggyback purchasing allows for the City to enter into piggyback purchasing without separate competitive bidding by the City; and

WHEREAS, this agreement will be for twelve (12) months initially with the option to extend the contract for two (2) additional years, at the City's discretion for a maximum not-to-exceed amount of $1,500,000.00 provided sufficient funds for equipment and/or services have been appropriated; and; and

WHEREAS, no additional fiscal impact has been identified as the cost of supplies and services is included in the individual department's budget and will be charged accordingly at the time of use.

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

Section 1. The contract for the vehicle supplies/equipment and installation services with Stommel, Inc., dba LEHR Auto.

Section 2. The City Manager is authorized to execute an Agreement substantially the form attached hereto as Exhibit "A", for vehicle supplies/equipment and installation services with Stommel, Inc. dba LEHR Auto.

Section 3. The City Manager is authorized to amend the contract for two additional one-year terms, with a maximum not-to-exceed amount of $1,500,000.00 for the entire term of the contract.

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

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on November 14, 2023, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Stommel, Inc. DBA Lehr Auto "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 One Million, Five Hundred Thousand Dollars ($1,500,000.00).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

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

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

(1) Job/project name or description;
(2) City's current purchase order and/or work order number (if applicable);
(3) Contractor's invoice number;
(4) Date of invoice issuance;
(5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;

(6) Amount of invoice, itemizing all authorized reimbursable expenses; and
(7) Total billed to date under agreement.

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

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

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

3. FACILITIES AND EQUIPMENT

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

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect for one year from November 14, 2023 – November 13, 2024 with the option for the City to extend the contract for two additional one year terms unless sooner terminated as provided herein.

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

5. SUSPENSION/TERMINATION:

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

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

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

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

6. INDEPENDENT CONTRACTOR

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

7. AMENDMENTS, CHANGES OR MODIFICATIONS

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

8. EXTENSIONS OF TIME

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

9. PROPERTY OF CITY

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

10. COMPLIANCE WITH ALL LAWS:

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

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

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

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

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

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and

timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

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

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

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

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

12. SUBCONTRACTING

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

13. ASSIGNABILITY

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

bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

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

15. MATERIALS CONFIDENTIAL

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

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

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

18. CONTRACTOR TO PROVIDE INSURANCE

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

A. Minimum Scope and limit of Insurance

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

2. ***Automobile Liability***: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ***Workers' Compensation*** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status***. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. ***Primary Coverage***. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. ***Notice of Cancellation***. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

4. ***Waiver of Subrogation***. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. ***Self-Insured Retentions***. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. ***Acceptability of Insurers***. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. ***Claims Made Policies***. If any of the required policies for professional liability insurance provide claims-made coverage:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. ***Verification of Coverage***. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. ***Subcontractors***. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. ***Special Risks or Circumstances***. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A**.** **Contract Documents**. This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:
City of Rocklin
Public Services Department
4081 Alvis Court
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
Stommel, Inc. dba Lehr Auto
631 N Market Blvd. Ste. N
Sacramento, CA 95834

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees**. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts**; **Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include **digital electronic**

signatures (DocuSign). The use of digital **electronic signatures** and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: _____
James Stommel, President/CFO

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Haley Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Interim City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

This Scope of Work shall include the purchase of emergency response vehicle equipment, components, and installation services on an as-needed basis as described in Exhibit E - Placer County Contract No. SCN105300.

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of one (1) year from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Services will be assigned and equipment purchased on an as-needed basis. The City makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services orr equipment ordered.

EXHIBIT C

Schedule of Fees

The total compensation shall not exceed One Million, Five Hundred Thousand Dollars, ($1,500,000.00) provided sufficient funds for equipment and services have been appropriated.

The schedule of fees and Manufacturer's Suggested Retail Prices (MSRP) and Labor Rate fees are identified in the attached Placer County Contract SCN105300 (Exhibit E).

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTORS

By: _____
James Stommel, President/CFO

EXHIBIT E

Supplier Contract

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122

Contract Number	SCN106312
Contract Reference	97
Contract Start Date	10/01/2023
Contract End Date	09/30/2024
Buyer	Javier Terrazas
Phone Number	+1 (530) 889.4252 x4252
Email	JTerrazas@placer.ca.gov

Supplier:

STOMMEL INC
dba LEHR
631 N MARKET BLVD STE N
SACRAMENTO, CA 95834

This Supplier Contract shall be governed by the attached terms and conditions.

Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:

Emergency Response Vehicle Supplies/Equipment and Installation Services
Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com
County Contacts:
Probation Dept. Contact (Orders and Accounting): Chris Artim, Ph. #530-889-7912, Email: cartim@placer.ca.gov
Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865
Sheriff Accounting: Lisa Lentz, Ph. #530-889-6919, srfpayables@placer.ca.gov
Placer County Fire: Sarah Poindexter, Ph. #530-889-4037
Placer County Fire Accounting: Glenn Nishimoto, Ph. #530-886-4623, AccountsPayableCEO@placer.ca.gov
Renewal of SCN105300
This renewal was approved by the Board of Supervisors on July 25, 2023.

Payment Terms	Total Contract Amount
NET 30	375,000.00

Service Lines

Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN105300 - see attached for pricing, terms, and conditions and discounts.	10/01/2023	09/30/2024	375,000.00

Brett Wood

Brett Wood, Purchasing Manager

631 North Market Street Suite N, Sacramento Ca 95834

Labor Price Increase Notice

Due to wage pressure for technicians our labor rate has increased to $125.00 per hour Effective:

October 1, 2023

October 1, 2023

To Our Valued Customers,

Due to the State of California increasing wage pressure and industry changes our new Labor Rate will need to increase from $115.00 per hour to $125.00 per hour. We understand that this is almost a 10% increase from the previous year. Lehr provides specialized labor for the fabrication of first responder vehicles. Historically we have only taken two labor increases in 15 years. Wages have increased annually to allow Lehr to continue to employ certified and qualified technicians. To ensure that Lehr provides the best emergency equipment installations in the industry this increase was implemented.

If you have any questions regarding the labor increase, please reach out to:

Steve Adair

Lehr

Regional Sales Manager

631 North Market St. Suite N

Sacramento, CA 95834

Cell 916.267.5547

Fax: 916.646.6656

steve@lehrauto.com

Additional Emergency Equipment Manufatures Discounts

Manufacture	Discount of List Price
AFS	40%
Ace K-9	2%
AEDEC	2%
American Aluminum	25%
Airgain	15%
BackRack	15%
Big Sky	10%
Brooking	20%
CHEETAH	13.33%
Copeland	15%
D&R	10%
ECCO	40%
GORhino	25%
Hint	15%
I-Key	23%
Intermotive	10%
Jotto Desk	12%
Kussmaul	5%
Lind	2%
Lund	5%
MnStar	10%
Newmar	5%
Panorama	5%
Patrol Power	20%
Pico	35%
Pro-Gard	20%
Ram Mounts	15%
Stico	2%
Stopstick	5%
Streamlight	30%
Secure-Idle	5%
TigerTough	5%
Tomar	23%
Trucklite	67%
Tuffy	20%
Unity	38%
Weatherguard	10%
Westin	20%
Xantrex	20%
Panasonic Toughbooks	12%
Panasonic ICV	12%
Vigilant ALPR	12%
CradlePoint	5%
Sierra Wirless	5%
Ubiquity	2%
Fixed PODS	10%

Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficult submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. UNSIGNED OR LATE BIDS WILL BE REJECTED.

Vendors shall complete the area below for hard copy submissions:

COMPANY NAME: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

SIGNATURE: _____

DATE: _____

Title: _____

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name:	Stommel Inc
Does your company conduct business under any other name? If yes, please state:	Lehr Auto Electric
Address:	4707 Northgate Blvd Sacramento, CA 95834-1120
Contact:	Steve Adair
Email:	steve@lehrauto.com
Phone:	916-267-5547
Fax:	916-646-6656
HST#:	61-1499917

Submission Details

Created On:	Thursday August 08, 2019 16:23:20
Submitted On:	Tuesday August 13, 2019 11:55:35
Submitted By:	Steve Adair
Email:	steve@lehrauto.com
Transaction #:	bf9e4edd-1317-482f-9d85-05e42711727e
Submitter's IP Address:	207.242.136.194

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS	
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB	$1,750.0000	$ 26,250.00	60	Whelen Master Distributor	*
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	$57.0000	$ 855.00	60	Whelen Master Distributor	*
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	$749.00	$	60	Whelen Master Distributor	*
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	$319.2000	$ 4,788.00	60	Setina Master Distributor	*
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	$1,084.0000	$ 16,260.00	60	Laguna distributor	*
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA	$599.2500	$ 8,988.75	60	correct Part Number PK0369TAH15SCA	*
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	$77.0400	$ 1,155.60	12	#2 Key	*
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H	$131.64		12	#2 Key	*
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P	$69.9900	$ 2,099.70	12	Authorized Distributor	*
1.10	Siren Speaker	EA	15	Whelen	SA315P	$199.99		24	Authorized Distributor	*
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1	$29.40	$	60	Authorized Distributor	*
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07	$65.7200	$ 985.80	60	Authorized Distributor	*
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	$84.99	$	60	Authorized Distributor	*
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	$84.99	$	60	Authorized Distributor	*
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	$$84.99	$	60	Authorized Distributor	*
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	$$66.60	$	60	Authorized Distributor	*
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	$66.60	$	60	Authorized Distributor	*
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1	$10.80	$	60	Authorized Distributor	*

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC	$154.99	$	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC	$154.99	$	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E	$861.75	$	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	$1,142.0000	$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100ENO7	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Litlite Console Light	EA	1	Feederal Signal	LF12TRB	$66.95		60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR	$411.10	$	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK	$42.6000	$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR	$ 112.20	$	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446-	$113.4000	$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219	$247.8000	$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tlt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900	$244.1100	$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18	384.48	$	60	Authorized Distributor
								Subtotal:	$ 124,020.15

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *	County's Estimated Annual Expenditures	COMMENTS	
2.1	Discount off list price for Havis Inc. products not specified above.	30	$100.0000	K-9 Electronis, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	28	$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	52	$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Able 2 products not specified above.	35	$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	38	$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	8	$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS	
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
					Subtotal:	$ 3,780.00	

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (insert # of days)	or Net payment within (insert # of days)	Comments	
n/a	n/a	30	NET 30	*

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days	Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)
Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days	3-5 business days
Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time	$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- Additional Document - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

5.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.

5.3. If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

1.0 The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.

2.0 The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.

3.0 Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.

4.0 In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.

5.0 The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.

6.0 The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.

7.0 The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

8.0 The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

9.0 The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

PLACER COUNTY INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Products and completed operations;
(2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
(3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars ($1,000,000) each occurrence

→Two million dollars ($2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) aggregate for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

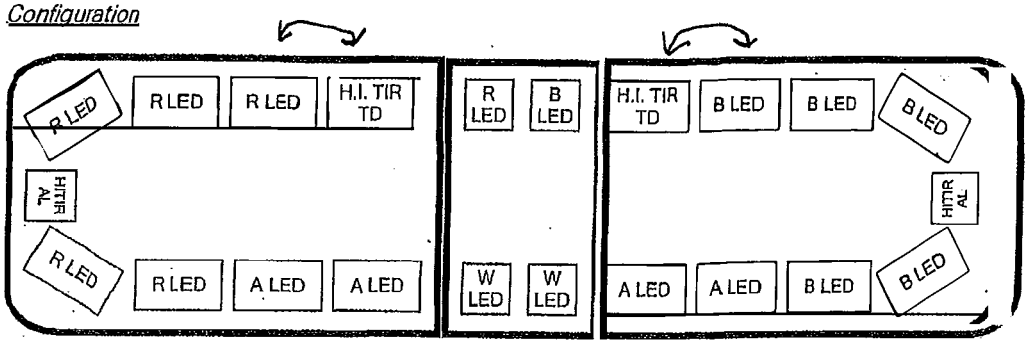
CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

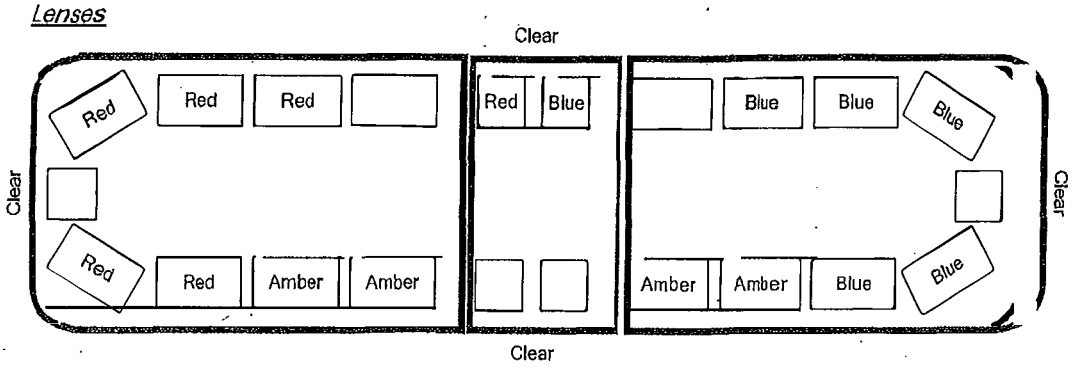
Front lightbar only:
Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



Lenses



Line Items

QTY	Model #	Description
1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFColor [Blue]
3	ILFB	Add Color Filter ILFColor [Blue]
1	ISFB	Add Color Filter ISFColor [Blue]
1	ISFR	Add Color Filter ISFColor [Red]
3	ILFR	Add Color Filter ILFColor [Red]
2	ICFR	Add Color Filter ICFColor [Red]
4	ILFA	Add Color Filter ILFColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

Terms & Conditions

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions**. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: https://placer.bidsandtenders.net. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INSURANCE AND INDEMNIFICATION. The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. OPEN-END CONTRACT. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: https://www.placer.ca.gov/1408/Local-Vendor-Preference

20. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES**: In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

07/25/2019

☑ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2024 Micro-Pave Resurfacing Project

Date: November 14, 2023

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

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for 2024 Micro-Pave Resurfacing to American Pavement Systems, Inc., and Authorizing the City Manager to Execute an Agreement.

Background:
The 2024 Micro-Pave Resurfacing was included in the 2024-2028 Capital Investment Plan and the Fiscal Year (FY) 2023/24 Operating Budget adopted by the City Council on June 27, 2023. This project consists of installing a micro-pave surface treatment on various streets off of Springview Drive between Sunset Blvd. and Hearthstone Circle, the Wyckford/Kali area, and the Camelot/Sceptre area (see Attachment 2 for location maps).

The bid for 2024 Micro-Pave Resurfacing was advertised on September 14, 2023, and September 21, 2023, with the bid opening Wednesday, October 11, 2023. Three (3) bids were received from the following (Attachment 3).

CONTRACTOR	BID
American Pavement Systems, Inc. (Modesto)	$492,546.28
VSS International, Inc. (W. Sacramento)	$549,945.00
Pavement Coating Co. (Sacramento)	$557,182.25

Staff has reviewed the bids for sufficiency, determined they were responsive, and determined American Pavement Systems, Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to American Pavement Systems, Inc. Pursuant to the Rocklin Municipal Code section 3.04.050, the City Manager will have change order authority up to fifteen (15) percent of the contract amount ($73,882).

This project is funded out of SB325 Sales Tax Fund (210). The amount for this project including Fifteen percent (15%) change order authority brings the total cost to $566,428 (rounded).

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has 2024 Micro-Pave Resurfacing project and determined that it falls under the previously approved Notice of Exemption for the City's road resurfacing projects, Resolution No. 2019-236, and is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 & 15302.

Fiscal Impact:

There is no additional fiscal impact as this project is included in the FY 2023/24 Capital Improvement Budget and is funded using the SB325 Sales Tax Fund (210).

ATTACHMENTS:

1. Resolution
2. Project Location Maps
3. Bid Summary

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE 2024 MICRO-PAVE RESURFACING TO AMERICAN PAVEMENT SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the 2024 Micro-Pave Resurfacing consists of installing a type II micro-pave surface treatment on various streets off of Springview Drive between Sunset Blvd. and Hearthstone Circle, the Wyckford/Kali area, and the Camelot/Sceptre area; and

WHEREAS, the invitation for bids was advertised on September 14, 2023, and September 21, 2023, with the bid opening Wednesday, October 11, 2023, and bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $492,546.28, submitted by American Pavement Systems, Inc. and staff recommends that the contract for the project be awarded to American Pavement Systems, Inc.; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen (15) percent of the contract $73,882 (rounded), is automatically authorized for all public works project contracts awarded by the City Council or the City Manager, as long as adequate funds have been appropriated, bringing the total authorized Project amount to $566,428 (rounded); and

WHEREAS, this project is included in the Fiscal Year (FY) 2023/24 budget approved by the City Council of the City of Rocklin and is funded using Sales Tax (SB325) Funds (210); and

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

Section 1. The contract for the 2024 Micro-Pave Resurfacing is awarded to American Pavement Systems, Inc. and the City Manager is authorized to execute the Agreement with American Pavement Systems, Inc. in substantially the form attached hereto as Exhibit "A."

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

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of November 14, 2023, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **American Pavement Systems, Inc.,** a California Corporation (hereinafter called "Contractor").

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

I. CONTRACT DOCUMENTS

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

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

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

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

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

III. AGREEMENT CONTROLS

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

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: **2024 Micro-Pave Resurfacing**

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, Four Hundred Ninety-Two Thousand, Five Hundred Forty-Six Dollars**,** and Twenty-Eight Cents **($492,546.28)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

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

IVII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

VII. TIME OF COMPLETION

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

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

IX. INSURANCE

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

X. NO WAIVER OF REMEDIES

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

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

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

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

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

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to

complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Five Hundred Dollars **($500.00)** for each **Calendar day**, continuing to the time at which the Work is completed.

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

VIIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

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

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

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

XV.PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

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

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

according to a separate Security Agreement.

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

XVII. LABOR CODE COMPLIANCE

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

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

XVIII. UNFAIR COMPETITION

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

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

XIX. ASSIGNMENT

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

XIX. NO THIRD PARTY BENEFICIARIES

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

/////SIGNATURE PAGE FOLLOWS/////

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

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Daniel Cucchi, Interim City Attorney

ATTEST:

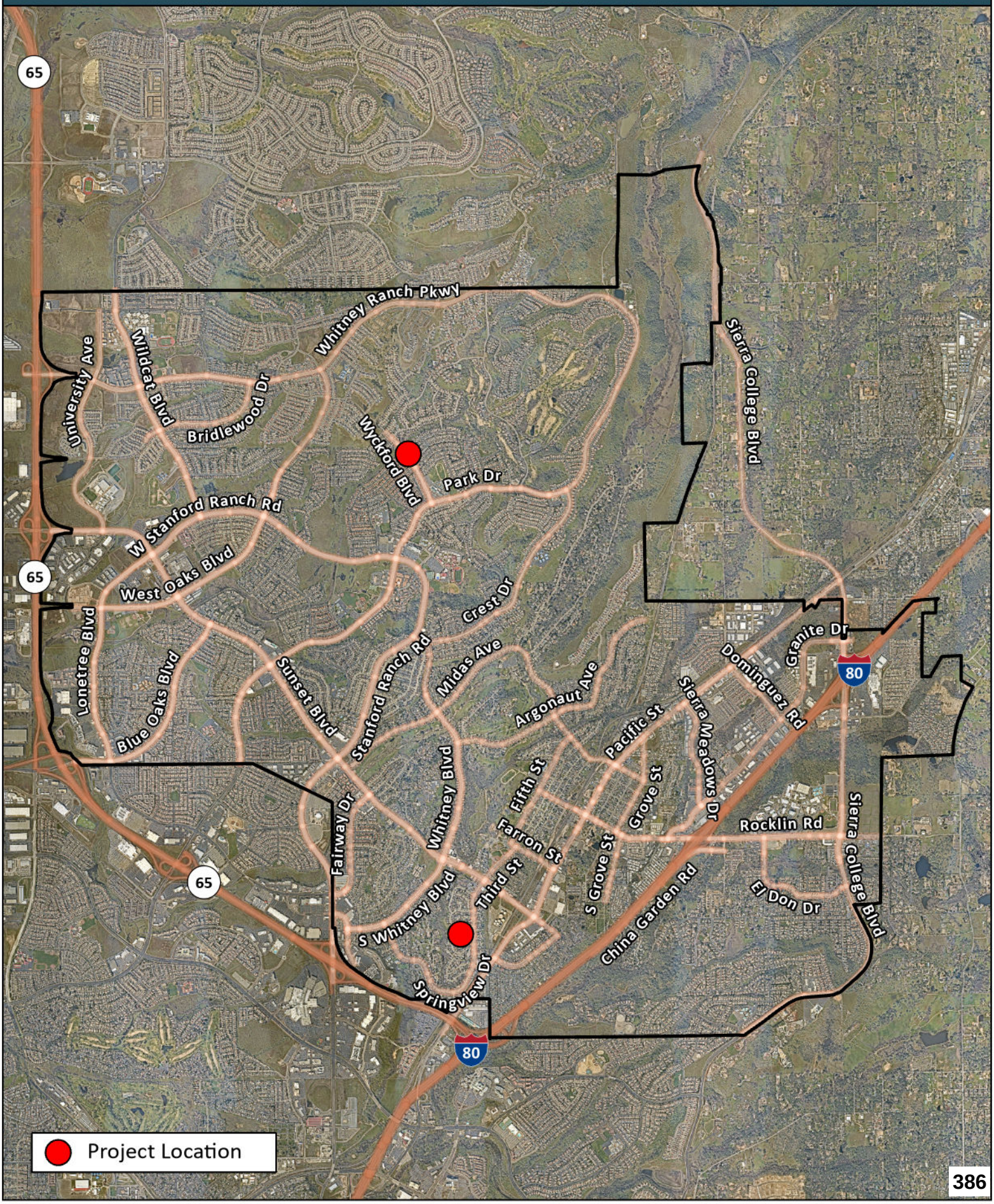
Haley Reid, Acting City Clerk

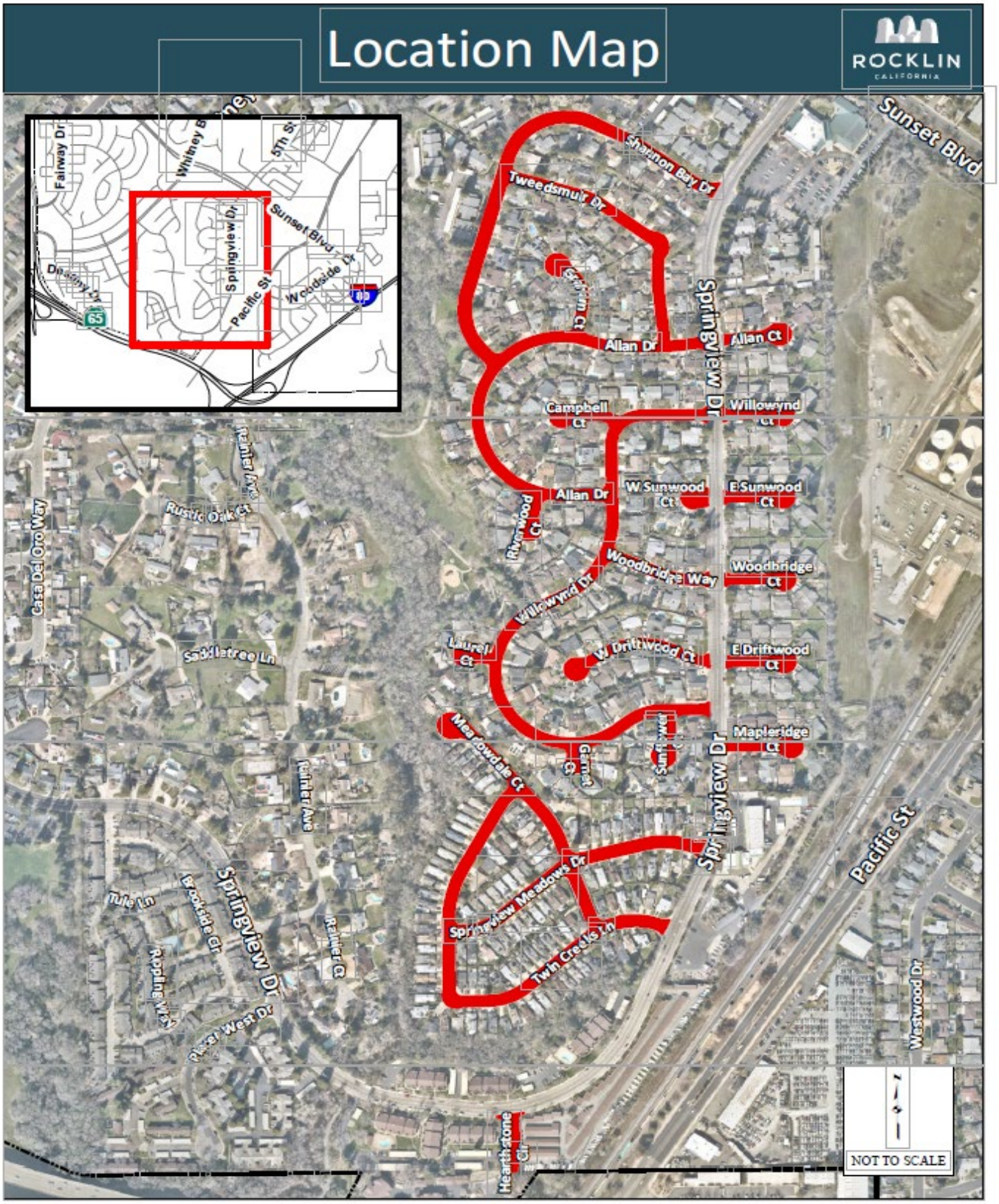
CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

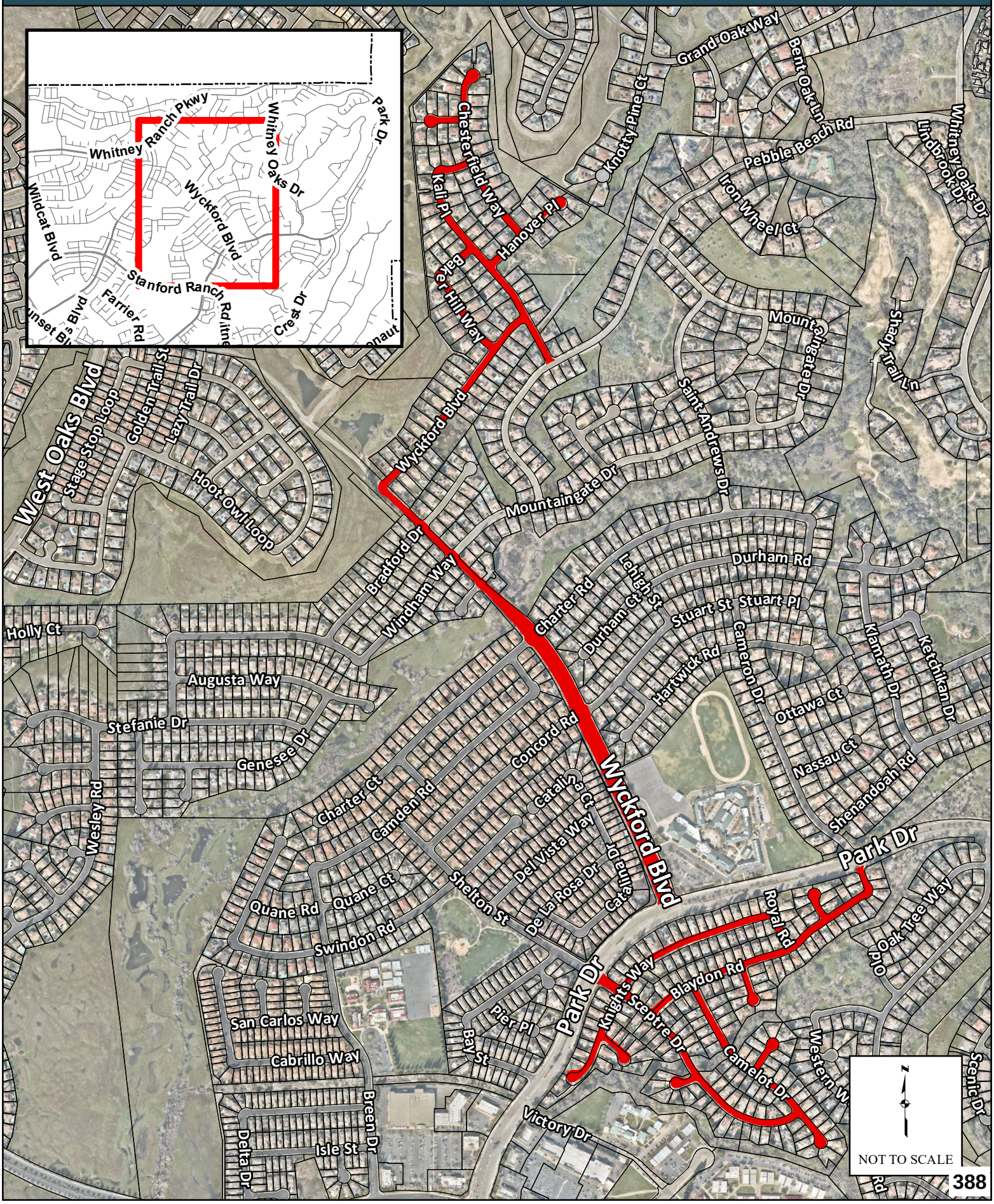
City of Rocklin




Location Map
ROCKLIN
CALIFORNIA
Sunset Blvd
Springview Dr
Pacific St
Sharon Bay Dr
Tweedsmuir Dr
Allan Dr
Allan Ct
Campbell Ct
Willowynd Ct
W Sunwood Ct
E Sunwood Ct
Riverwood Ct
Woodbridge Way
Woodbridge Ct
Willowynd Dr
Laurel Ct
W Driftwood Ct
E Driftwood Ct
Meadowdale Ct
Mapleridge Ct
Springview Meadows Dr
Twin Creeks Ln
Hearthstone Cir
Rainier Ave
Rustic Oak Ct
Casa Del Oro Way
Saddletree Ln
Springview Dr
Tule Ln
Brookside Ct
Ripplin Way
Placer West Dr
Westwood Dr
NOT TO SCALE

Location Map

ROCKLIN
CALIFORNIA



CITY OF ROCKLIN BID SUMMARY

PROJECT: 2024 Micro Surfacing	
DATE: September 10, 2023	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Pavement Coatings Co. 2150 Bell ave St. 125 Sacramento CA. 95838	$557,182.25	$	✓	✓
2. VSS International, Inc. 3785 Channel Drive W. Sacramento, CA. 95691	$549,945.00	$	✓	✓
3. American Pavement Systems, Inc 1012 11th ST. Stuie 1000 Modesto, CA. 95354	$492,546.28	$	✓	✓
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Megan Bressam, Finance

10/11/23
Date

~~Haley Reid~~, Acting City Clerk
Janette Haley

10/11/23
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Reimbursement Agreement with Placer County Water Agency

Date: November 14, 2023

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

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Construction Management and Reimbursement Agreement with Placer County Water Agency (PCWA) for the Midas Avenue Water Main Replacement and Resurfacing Project.

Background:
Placer County Water Agency (PCWA) will be performing work on Midas Avenue between Argonaut Avenue and 2nd Street, which is estimated to start summer/fall of 2024. This PCWA project consists of replacing the existing main waterline pipe in the northbound lane of Midas Avenue and repaving the northbound lane. While the PCWA project includes repaving the northbound lane, per City Standards, the condition of this portion of Midas Avenue is such that it requires full width resurfacing. Since PCWA will be completing a portion of the necessary resurfacing as part of their project, staff held discussions with PCWA to incorporate the additional work necessary to completely resurface the roadway.

Staff and PCWA agreed to enter into a reimbursement agreement that will allow PCWA's contractor to incorporate the additional road resurfacing into the overall project. The City of Rocklin will reimburse PCWA for the added costs for an amount not to exceed $288,282 (rounded). This will allow for the additional roadway resurfacing to be incorporated into the existing project thereby reducing costs, time, and will minimize public disruption.

Fiscal Impact:
This work will be funded out of the Sales Tax SB325 Fund (210) and will require a budget appropriation in the amount of $288,282 (rounded) and may require a budget amendment.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGEMENT AND REIMBURSEMENT AGREEMENT WITH PLACER COUNTY WATER AGENCY (PCWA) FOR THE MIDAS AVENUE WATER MAIN REPLACEMENT AND RESURFACING PROJECT

WHEREAS, Placer County Water Agency (PCWA) will be replacing a mainline water pipe along Midas Ave. (from Argonaut Avenue to Second Street) and resurfacing the northbound lane; and

WHEREAS, the PCWA project includes resurfacing the northbound lane, however, the state of this portion of Midas Avenue is such that it requires resurfacing from gutter lip to gutter lip; and

WHEREAS, having PCWA resurface the southbound lane at the same time would allow for a seamless road surface, minimize the costs (e.g. mobilization), reduce the timeframe involved and decrease public disruption; and

WHEREAS, City staff and PCWA held discussions and determined that a reimbursement agreement that allows PCWA's contractor to add the additional road resurfacing into the overall project, for an amount not to exceed $288,282 (rounded), would be reimbursable by the City of Rocklin and is in the best interests of both parties; and

WHEREAS This work will be funded out of the Sales Tax SB325 Fund (210) and will require a budget appropriation in the amount of $288,282 (rounded) and may require a necessitate a budget amendment.

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

Section 1. The City Council approves the Reimbursement Agreement with PCWA for the Project.

Section 2. The City Manager is authorized to execute an Agreement with PCWA for the Project, in substantially the form attached hereto as Exhibit "A."

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

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

Ken Broadway, Mayor

ATTEST:

Haley Reid, Acting City Clerk

EXHIBIT A

CONSTRUCTION MANAGEMENT AND REIMBURSEMENT AGREEMENT BETWEEN PLACER COUNTY WATER AGENCY and the CITY OF ROCKLIN for the ROCKLIN WATER MAIN REPLACEMENT PROJECT MIDAS AVENUE PHASE 1 AND REPAVEMENT PROJECT

This Agreement, by and between the PLACER COUNTY WATER AGENCY (hereinafter AGENCY), and the CITY of ROCKLIN, a municipal corporation of the State of California (hereinafter CITY), shall be effective on the later of the dates executed by both the AGENCY and the CITY.

R E C I T A L S

WHEREAS, the AGENCY is installing a new water main, new water service lines, fire hydrants, and all associated valves and appurtenances (hereinafter AGENCY Facilities) Rocklin (hereinafter AGENCY PROJECT) per plans entitled "Rocklin Water Main Replacement Phase 1 Project," prepared by Hazen and Sawyer, 2151 River Plaza Drive, Sacramento, CA. 95833; and

WHEREAS, the AGENCY will enter into a contract for performance of the AGENCY PROJECT with the lowest responsible bidder, hereinafter called Contractor, for construction of the AGENCY PROJECT; and

WHEREAS, as part of the AGENCY PROJECT, AGENCY will perform pavement restoration or roadway resurfacing to portions of Midas Avenue; and

WHEREAS, the CITY desires to undertake pavement restoration or roadway resurfacing to portions of Midas Avenue in addition to the work being done by the AGENCY, hereinafter referred to as the "CITY PROJECT"; and

WHEREAS, the CITY and the AGENCY have agreed to construction details and technical specifications for the CITY PROJECT which are provided in the AGENCY project documents prepared by Hazen and Sawyer; and

WHEREAS, the CITY desires that the CITY PROJECT be incorporated into the

AGENCY PROJECT; and

WHEREAS the AGENCY and the CITY desire to cooperate and coordinate the CITY PROJECT as additional work during the AGENCY PROJECT to provide for construction and administrative efficiency; and

WHEREAS, the AGENCY desires to assist the CITY by providing construction management of both the AGENCY PROJECT and the CITY PROJECT; and

WHEREAS, the CITY desires that the AGENCY provide such construction management services and desires to provide reimbursement to the AGENCY for the costs associated with the CITY PROJECT, as provided herein; and

WHEREAS, incorporation of the CITY PROJECT into the AGENCY PROJECT will require authorizing Staff as designated by both the Agency Board and City Council of Rocklin to amend the final payment amount based on actual quantities installed and Unit Rates as provided by the lowest responsible bidder selected by the Agency.

WHEREAS, approval of this Agreement by both the Agency Board and City Council of Rocklin is required prior to issuance of the Notice of Award by the Agency to the lowest responsible bidder for the construction and completion of the CITY PROJECT to occur.

A G R E E M E N T

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The AGENCY PROJECT and CITY PROJECT are hereinafter referred to as the COMBINED PROJECT.

2. The AGENCY has included plans and specifications for the CITY PROJECT (in Exhibits A and B).

3. As part of the CITY PROJECT portion of the COMBINED PROJECT, the CITY has

identified pavement areas on Midas Avenue to excavate, provide aggregate base, re-compact, and repave with asphalt by the AGENCY's contractor, as shown on Exhibit A. The CITY also plans road overlay improvements for the remaining portions of Midas Avenue and cross-street intersections beyond the AGENCY trench restoration areas as shown in Exhibit B.

4. The parties agree and acknowledge that the AGENCY has competitively bid and awarded the contract to the lowest responsible bidder for the COMBINED PROJECT. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the AGENCY work, meet the AGENCY's minimum requirements for installation of water facilities, including possessing and maintaining a California State Class A License. AGENCY shall be the lead agency for the COMBINED PROJECT and will manage the construction contract and be responsible for all payments to the contractor. The CITY will reimburse the AGENCY for costs paid to the contractor for the CITY PROJECT portion of the COMBINED PROJECT, in accordance with this Agreement. The procedure for such reimbursement shall be as described in Section 7 below. The total reimbursement to the AGENCY is not anticipated to exceed $288,282 (Exhibit C). If the not-to-exceed amount is determined to be insufficient for the final construction costs of the CITY PROJECT, the CITY shall ensure that all final costs of the CITY PROJECT are paid in full by the CITY.

5. The AGENCY shall provide contract administration, inspection and construction management for the COMBINED PROJECT, and shall, at its own expense, pay any charges for any consultant it has retained or may retain for any design or testing services in connection with the COMBINED PROJECT. The CITY shall, at its own expense, provide its own surveying, pavement repair area delineation, surveying, construction marking/staking, and inspection services for the CITY PROJECT portion of the COMBINED PROJECT.

6. The CITY and the AGENCY mutually agree that the AGENCY shall be the lead agency for construction administration, construction engineering, construction surveying, shop drawing review,

communications and meetings, traffic control, scheduling, inspection and testing of the work that pertain to construction of the AGENCY PROJECT. The AGENCY will coordinate with the CITY on review of submittals received and inspection of CITY PROJECT.

7. During construction, the AGENCY shall determine whether construction of the AGENCY PROJECT portion of the COMBINED PROJECT is satisfactorily performed in accordance with the construction contract and AGENCY requirements and shall notify the CITY in writing of approval and acceptance of the completed AGENCY PROJECT portion of the COMBINED PROJECT. AGENCY shall coordinate with the CITY to bring the facilities included in the AGENCY PROJECT portion of the COMBINED PROJECT into service. After AGENCY acceptance of the completed AGENCY PROJECT, the AGENCY shall own and be responsible for the operation and maintenance of the completed AGENCY Facilities pursuant to any encroachment permits obtained from the CITY at the time of construction of the Project. Such acceptance of the completed work shall not relieve the contractor of any liability or modify the contractor's guarantee.

8. AGENCY shall notify CITY when the construction site is ready for the CITY to inspect and mark those areas of pavement that the CITY desires to be repaired or replaced as part of the CITY PROJECT portion of the COMBINED PROJECT. Within 7 calendar days of receiving this notice, CITY shall identify those areas of pavement that the CITY desires to be repaired or replaced as part of the CITY PROJECT portion of the COMBINED PROJECT and shall notify AGENCY of same. The areas of pavement to be repaired or replaced as part of the CITY PROJECT portion of the COMBINED PROJECT shall be marked with spray paint or other permanent methods to clearly identify the areas to be repaired. The CITY shall be responsible to measure and confirm marked areas for repair does not exceed the quantity identified in Exhibit C, unless the CITY agrees to revise the total costs provided for in EXHIBIT C.

9. The CITY shall reimburse the AGENCY for costs paid to the contractor(s) and for the

AGENCY's inspector's time needed to complete the CITY PROJECT portion of the COMBINED PROJECT in accordance with the following procedure:

a. The AGENCY shall require the contractor to submit with each monthly payment application an itemization indicating progress on each contract item. Upon payment to the contractor for any of the CITY PROJECT portion of the COMBINED PROJECT in Exhibit C, AGENCY may submit an invoice to CITY for reimbursement hereunder of the amounts paid.

. CITY shall pay said invoice within thirty (30) days of receipt. The CITY and AGENCY may agree to offset the reimbursement amount due to the AGENCY by the amount due the CITY for inspection fees incurred as established in the Encroachment Permit to be issued for the AGENCY PROJECT portion of the COMBINED PROJECT.

b. The CITY shall reimburse AGENCY for all payments to the contractor for approved change orders for extra work performed on the CITY PROJECT portion of the COMBINED PROJECT. AGENCY will be responsible for all other change orders, delays, and extra work incurred by the contractor as part of the COMBINED PROJECT, unless associated with the CITY PROJECT portion. The AGENCY and CITY will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the CITY PROJECT portion of the COMBINED PROJECT in a timely manner, provided that neither the CITY nor the AGENCY shall agree to the resolution of any such change order request or claim without the other's approval. In the event agreement cannot be reached related to active ongoing work within one (1) working day of presentation of a request for change order, or claim, the AGENCY shall have the right to direct

the contractor to proceed on a force account basis.

10. The CITY will perform necessary improvements to pedestrian ways within the COMBINED PROJECT area as required to comply with Americans with Disabilities (ADA) requirements if not already performed. This work will be performed under a separate project by the CITY prior to construction of the COMBINED PROJECT, and at no cost to the AGENCY.

11. The CITY will not unnecessarily delay progress of work or hold up final contract acceptance of the COMBINED PROJECT during the period of closeout. The AGENCY shall bear no responsibility for contractor or CITY caused delays on work other than those directly related to the AGENCY PROJECT portion of the COMBINED PROJECT.

12. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this contract shall mean acts of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or overcome.

13. Except as otherwise provided by Paragraph 16, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of the AGENCY PROJECT portion of the COMBINED PROJECT only, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the AGENCY's responsibility. In the event of disagreement concerning the responsibility of any claim resolution costs related to the affected items of work, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement.

14. INDEMNITY

a. AGENCY agrees to save harmless and indemnify CITY from any liability, claim or

demand which may be made by any person resulting from the negligence of AGENCY in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against CITY resulting from such negligence of AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of CITY in its performance of the terms of this Agreement.

b. The CITY agrees to save harmless and indemnify AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of CITY in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against AGENCY resulting from such negligence of CITY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of AGENCY in its performance of the terms of this Agreement.

15. INSURANCE: The AGENCY's Contractor shall carry Automobile Liability insurance in the amount of at least $1,000,000, and Commercial General Liability in the amount of at least $2,000,000 per occurrence and $4,000,000 aggregate with a maximum $5,000 deductible, which insurance shall be primary and underlying to the AGENCY's insurance and Commercial General Liability and shall specifically name the AGENCY as an additional insured and certificate holder. Before work is commenced, the AGENCY's Contractor shall furnish the AGENCY with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that the AGENCY's Contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. The AGENCY's

Contractor's insurance shall be primary and any insurance or self-insurance maintained by the CITY shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the AGENCY.

16. PERFORMANCE AND PAYMENT BONDS: The estimated cost of the CITY PROJECT portion of the COMBINED PROJECT is $288,282. Prior to construction and during all construction, the AGENCY's Contractor shall provide a Performance Bond with a penal sum of 100% of the estimated cost of the COMBINED PROJECT. The Performance Bond shall be in a form acceptable to the CITY. The AGENCY shall maintain the Performance Bond at all times during the life of this agreement and for a period one (1) year after the completion and acceptance of the COMBINED PROJECT by the AGENCY.

In addition, prior to construction, the AGENCY's Contractor shall provide a Public Works Payment Bond with a penal sum of 100% of the estimated cost of the COMBINED PROJECT. The Payment Bond shall be in a form that is acceptable to the CITY. The AGENCY shall maintain the Payment Bond at all times until the AGENCY accepts the COMBINED PROJECT.

All bonds shall be issued by California admitted surety insurers.

17. WARRANTIES AND REPAIRS: The CITY hereby agrees that the AGENCY may enforce all warranties provided by AGENCY's contractor with respect to the COMBINED PROJECT, against any defects in materials or workmanship in the installed COMBINED PROJECT for a period of one year following final acceptance of the Project. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, the CITY hereby stipulates and agrees that such guarantee shall inure to the benefit of the AGENCY for such longer period.

18. This Agreement shall terminate after the COMBINED PROJECT has been completed and accepted by the AGENCY and final reimbursement has been made to the AGENCY by the CITY. However, such termination shall not relieve the contractor of any liability or modify contractor's

guarantee or prohibit either the CITY or the AGENCY from enforcing any rights against, or seeking damages from the contractor.

19. This Agreement shall not inure to the benefit of or create any rights in any third party not a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the later of the dates executed by both the AGENCY and the CITY below.

"AGENCY"

PLACER COUNTY WATER AGENCY

By_____
CHAIR, BOARD OF DIRECTORS

Date: _____

ATTEST

_____
Clerk to the Board

"CITY"

CITY OF ROCKLIN,
A municipal corporation of the State of California

_____
Signature

_____
Print name

_____
Title

3970 Rocklin Road
Rocklin, CA 95677
Address

_____
Date:

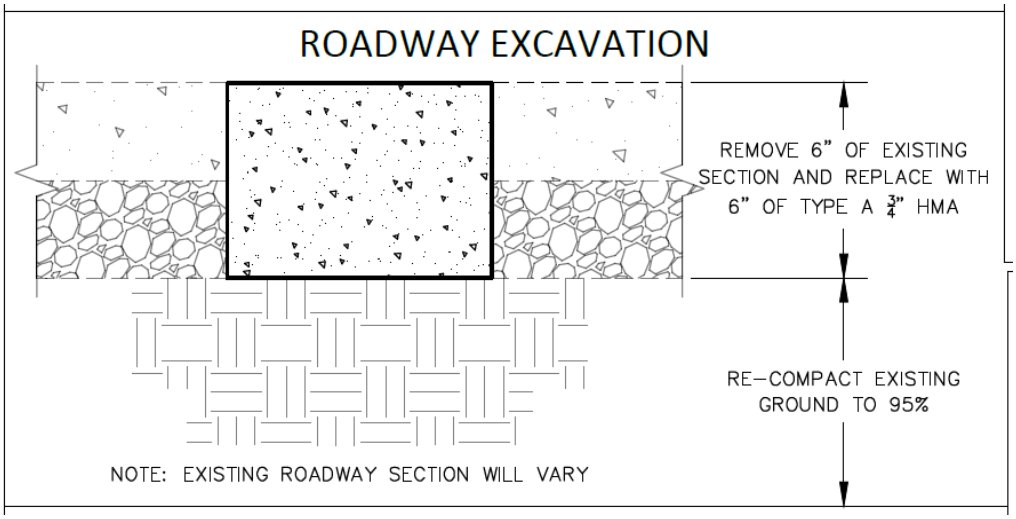
EXHIBIT A

CITY PROJECT - DIGOUT AND REPLACEMENT DETAIL

CITY PROJECT – DIGOUT AND REPLACEMENT DETAIL

1) City of Rocklin Digout and Replacement Detail below to be used by Contractor to remove broken asphalt pavement areas as marked by City of Rocklin during the Rocklin Main Replacement Project Phase 1.

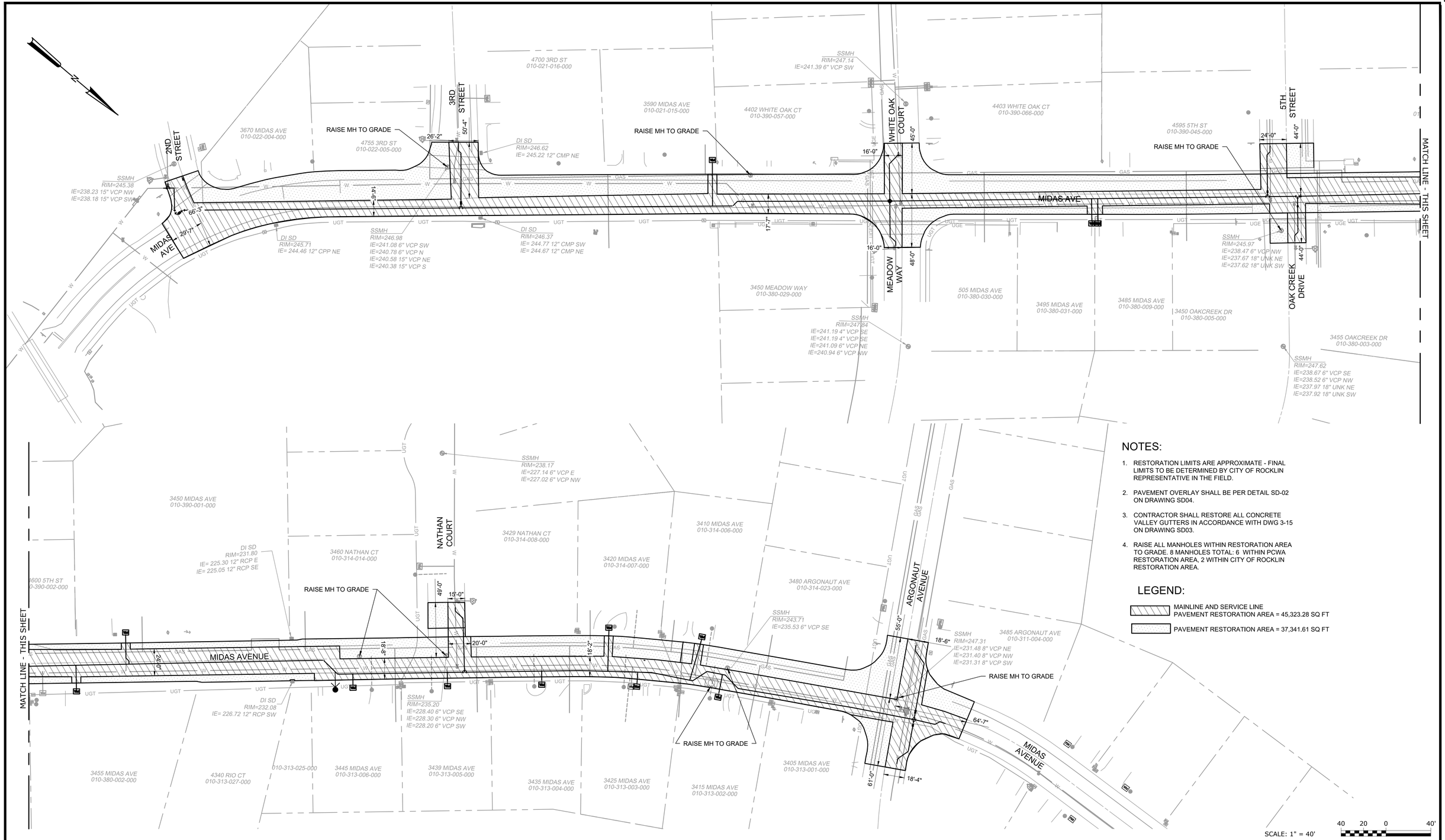
2) Up to 6,000 square feet area maximum to be identified for digout and replacement by City of Rocklin.



CITY OF ROCKLIN DIGOUT AND REPLACEMENT DETAIL

EXHIBIT B

CITY REPAVEMENT PORTION OF COMBINED PROJECT



NOTES:

1. RESTORATION LIMITS ARE APPROXIMATE - FINAL LIMITS TO BE DETERMINED BY CITY OF ROCKLIN REPRESENTATIVE IN THE FIELD.
2. PAVEMENT OVERLAY SHALL BE PER DETAIL SD-02 ON DRAWING SD04.
3. CONTRACTOR SHALL RESTORE ALL CONCRETE VALLEY GUTTERS IN ACCORDANCE WITH DWG 3-15 ON DRAWING SD03.
4. RAISE ALL MANHOLES WITHIN RESTORATION AREA TO GRADE. 8 MANHOLES TOTAL: 6 WITHIN PCWA RESTORATION AREA, 2 WITHIN CITY OF ROCKLIN RESTORATION AREA.

LEGEND:

MAINLINE AND SERVICE LINE PAVEMENT RESTORATION AREA = 45,323.28 SQ FT

PAVEMENT RESTORATION AREA = 37,341.61 SQ FT

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	J. BORCHARDT
DESIGNED BY:	E. NEILL
DRAWN BY:	P. GLASFORD
CHECKED BY:	J. ADAM

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

REGISTERED PROFESSIONAL ENGINEER JEREMY A. BORCHARDT No.C77385 CIVIL STATE OF CALIFORNIA

Hazen
HAZEN AND SAWYER
2151 RIVER PLAZA DRIVE, SUITE 225
SACRAMENTO, CALIFORNIA 95833

PCWA water • energy • stewardship
PLACER COUNTY WATER AGENCY
144 FERGUSON RD,
AUBURN, CA 95603

ROCKLIN WATER MAIN REPLACEMENT PROJECT MIDAS AVE PHASE 1

MAINLINE AND SERVICE LINE PAVEMENT RESTORATION EXHIBIT

DATE:	MARCH 2023
HAZEN NO.:	20180-001
CONTRACT NO.:	2021-11
DRAWING NUMBER:	GO5

File: C:\BIM\HAZEN-PW\D0181401\D0199910\PAVEMENT RESTORATION EXHIBIT Saved by ENEILL Save date: 3/7/2023 3:17 PM
PLOT DATE: 3/7/2023 3:19 PM BY: ENEILL

EXHIBIT C

CITY COSTS OF COMBINED PROJECT

EXHIBIT C

CITY COSTS OF COMBINED PROJECT

Rocklin Water Main Replacement Project Midas Avenue Phase 1

	DESCRIPTION	QUANTITY ESTIMATE	UNITS	UNIT COST ESTIMATE	TOTAL ESTIMATED COST
1	Roadway Digout/Replacement	6,000	SF	$13	$78,000
2	AC Repavement (1-1/2" Overlay)	37,342	SF	$3	$112,026
3	Pavement Delineation/Re-striping	2,300	LF	$2	$4,600
4	Traffic Control (for Items 1-3)	1	LS	$20,000	$20,000
5	Manhole Adjustments	4	EA	$4,000	$16,000
6	Bidding Contingency, 25%	1	LS	$57,656	$57,656
	Estimated Total				**$288,282**

Updated: 8/8/23

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject:	Amend Rocklin Municipal Code, Ordinance Title 10, Chapter 10.11, Speed Limits
Date:	November 14, 2023
Submitted By:	Justin Nartker, Director of Public Services Hunter Young, Deputy Director of Community Development/City Engineer
Department:	Public Services

Recommendation:
Introduce, waive the full reading and read by title only an Ordinance of the City Council of the City of Rocklin Amending Chapter 10.11, of Title 10 of the Rocklin Municipal Code Regarding Speed Limits within the City of Rocklin.

Background:
Cities and Counties in California are required to follow the California Vehicle Code (CVC), primarily Sections 22357 and 22358, to establish speed limits within their jurisdiction. The law requires speed limits to be set by ordinance on the basis of an Engineering and Traffic Survey (ETS). Following the CVC requirements allows local law enforcement to use radar equipment to enforce the speed limit.

The California Department of Transportation (Caltrans) has an established set of standards and procedures for conducting an ETS. These standards require that for a speed limit to be radar enforceable, the posted speed limit should be set at the 5 mph increment nearest the 85th percentile speed. The recommended speed limit can be lowered an additional 5 mph if "conditions not readily apparent to motorists" are present. Conditions not readily apparent can be related to accident history, numerous driveways along the roadway, adjacent land uses, bike lanes, etc. The CVC requires that the speed surveys must be conducted every five to ten years, or when there is a major change to a roadway. The City of Rocklin last conducted a speed survey in 2018.

Staff recently performed a review of 85 road segments to update the City's Engineering and Traffic Surveys (See Attachment 2). There are seven (7) new speed zones to establish speed limits, the reestablishment of one (1) speed limit for an existing speed zone, the reduction of one (1) speed limit for an existing speed zone, and seventy-six (76) surveys with no change recommended (See Attachment 3).

A copy of the complete set of speed surveys (Attachment 4) is available at City Hall for review.

The CVC requires that posted speed limits be consistent with the results of the ETS to be radar enforceable. In order for the City to be in compliance with State law for radar enforceable speed limits, speed limits must be established using the State requirements.

Environmental Analysis:

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and therefore is not subject to CEQA.

Fiscal Impact:

There is no fiscal impact, the cost of changing speed limit signage is already included in the Fiscal Year 2023/4 Operating Budget in the Traffic Signals, Lighting and Roadway Markings budget.

ATTACHMENTS:

1. Ordinance
2. Summary 2023 Engineering & Traffic Survey
3. Summary of Proposed Speed Limits
4. Engineering & Speed Survey

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AMENDING CHAPTER 10.11 OF TITLE 10 OF THE ROCKLIN MUNICIPAL CODE REGARDING SPEED LIMITS WITHIN THE CITY OF ROCKLIN

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

Section 1. Purpose. Title 10 – VEHICLES AND TRAFFIC of the Rocklin Municipal Code sets forth the City's regulations applicable to vehicles and traffic. Chapter 10.11 - Speed Limits establishes speed limits within the City of Rocklin that are below prima facie limits set by state laws and to ensure such speed limits are enforceable.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 3. Enactment. Chapter 10.11 shall be amended to provide Speed Limits under Title 10 as set forth below:

10.11 – SPEED LIMITS

10.11.010 – Findings.

A. Pursuant to Chapter 10.10 of the Rocklin Municipal Code, on November 14, 2023, the City Council of the City of Rocklin reviewed and considered the engineering and traffic survey, and related information, attached hereto and incorporated herein by reference.

B. Based upon the review of the survey and related information, the city council finds that the following streets shall have the following posted speed limits:

1. 3rd Street:
   a. Between Sunset Boulevard and Farron Street, 30 MPH.

2. 5th Street:
   a. Between Midas Avenue and Third Street, 25 MPH.

3. Aguilar Road:
   a. Between Rocklin Road and Greenbrae Drive, 25 MPH.

4. Americana Way:
   a. Between Pacific Street and Delmar Avenue, 25 MPH.

5. Argonaut Avenue:

a. Between Whitney Boulevard and Midas Avenue, 30 MPH,
b. Between Midas Avenue and End, 30 MPH.

6. Atherton Road:
   a. Between Sunset Boulevard and Lonetree Boulevard, 25 MPH.

7. Blue Oaks Boulevard:
   a. Between Roseville Limit and Sunset Boulevard, 45 MPH.

8. Bridlewood Drive:
   a. Between Wildcat Boulevard and Whitney Ranch Parkway, 35 MPH.

9. Casa Grande Avenue:
   a. Between Fairway Drive and Lincoln Avenue, 25 MPH.

10. China Garden Road:
    a. Between Aguilar Road and End, 45 MPH.

11. Clover Valley Road:
    a. Between Midas Avenue and Rawhide Road, 30 MPH.

12. Crest Drive:
    a. Between Stanford Ranch Road and Park Drive, 35 MPH.

13. Delmar Avenue:
    a. Between Pacific Street and town of Loomis border, 35 MPH.

14. Dominguez Road:
    a. Between Pacific Street and Granite Drive, 35 MPH.

15. East Midas Avenue:
    a. Between Pacific Street and Grove Street, 25 MPH.

16. El Don Drive:
    a. Between Rocklin Road and Sierra College Boulevard, 25 MPH.

17. Fairway Drive:
    a. Between Sunset Boulevard and Stanford Ranch Road, 35 MPH.

18. Farrier Road:
    a. Between Park Drive and Darby Road, 35 MPH.

19. Farron Street:
    a. Between Pacific Street and 3rd Street, 30 MPH.

20. Five Star Boulevard:
    a. Between Stanford Ranch Road and End, 30 MPH.

21. Granite Drive:
    a. Between Rocklin Road and Sierra Meadows Drive, 30 MPH,
    b. Between Sierra Meadows Drive and Dominguez Road, 40 MPH,
    c. Between Dominguez Road and Sierra College Boulevard, 40 MPH.

22. Grove Street:
    a. Between Pacific Street and Rocklin Road, 25 MPH.

23. Lonetree Boulevard:
    a. Between Blue Oaks Boulevard and West Oaks Boulevard, 40 MPH,
    b. Between West Oaks Boulevard and Sunset Boulevard, 45 MPH.

24. Midas Avenue:
    a. Between Pacific Street and Argonaut Avenue, 30 MPH,
    b. Between Argonaut Avenue and Whitney Boulevard, 30 MPH,
    c. Between Whitney Boulevard and End, 30 MPH.

25. Nightwatch Drive:
    a. Between Sierra College Boulevard and Echo Ridge Road, 25 MPH.

26. Old Ranch House Road:
    a. Between Whitney Ranch Parkway and Creek Hollow Drive, 30 MPH.

27. Pacific Street:
    a. Between Roseville city limit and Sunset Boulevard, 45 MPH,
    b. Between Sunset Boulevard and Americana Way, 40 MPH,
    c. Between Americana Way and town of Loomis border, 40 MPH.

28. Painted Pony Lane:

a. Between Whitney Ranch Parkway and West Oaks Boulevard, 35 MPH.

29. Park Drive:
    a. Between Roseville city limit and Sunset Boulevard, 45 MPH,
    b. Between Sunset Boulevard and Stanford Ranch Road, 45 MPH,
    c. Between Stanford Ranch Road and Crest Drive, 45 MPH,
    d. Between Crest Drive and the intersection of Whitney Ranch Parkway and Whitney Oaks Drive, 45 MPH.

30. Ranch View Drive:
    a. Between Spring Creek Drive and Wildcat Boulevard, 35 MPH.

31. Rawhide Road:
    a. Between Midas Avenue and End, 30 MPH.

32. Rocklin Road:
    a. Between 5th Street and Pacific Street, 30 MPH,
    b. Between Pacific Street and Granite Drive, 35 MPH,
    c. Between Granite Drive and El Don Drive, 40 MPH,
    d. Between El Don Drive and town of Loomis border, 40 MPH.

33. Scarborough Drive:
    a. Between Sierra College Boulevard and Roseville city limit, 35 MPH.

34. Schriber Way:
    a. Between Sierra College Boulevard and Lakepointe Drive, 30 MPH.

35. Sierra College Boulevard:
    a. Between Placer County limit and town of Loomis border, 55 MPH,
    b. Between Granite Drive and Bass Pro Drive/Dominguez Road, 40 MPH,
    c. Between Bass Pro Drive/Dominguez Road and Rocklin Road, 50 MPH,
    d. Between Rocklin Road and Roseville city limit, 50 MPH.

36. Sierra Meadows Drive:
    a. Between Granite Drive and Pacific Street, 35 MPH.

37. South Grove Street:
    a. Between Rocklin Road and Kannasto Street, 25 MPH.

38. South Whitney Boulevard:
    a. Between Sunset Boulevard and Five Star Boulevard, 30 MPH.

39. Spring Creek Drive:
    a. Between Whitney Ranch Parkway and Ranch View Drive, 35 MPH.

40. Springview Drive:
    a. Between Sunset Boulevard and Springview Meadows Drive, 35 MPH,

    b. Between Springview Meadows Drive and South Whitney Boulevard, 30 MPH.

41. Stanford Ranch Road:
    a. Between Roseville city limit to Park Drive, 40 MPH,
    b. Between Park Drive and West Oaks Boulevard, 45 MPH.

42. Sunset Boulevard:
    a. Between Highway 65 and Blue Oaks Boulevard, 45 MPH,
    b. Between Blue Oaks Boulevard and Park Drive, 45 MPH,
    c. Between Park Drive and Stanford Ranch Road, 45 MPH,
    d. Between Stanford Ranch Road and Whitney Boulevard, 40 MPH,
    e. Between Whitney Boulevard and Pacific Street, 40 MPH,
    f. Between Pacific Street and Woodside Drive, 30 MPH.

43. Topaz Avenue:
    a. Between Sunset Boulevard and Whitney Boulevard, 25 MPH.

44. University Avenue:
    a. Between Sunset Boulevard and Whitney Ranch Parkway, 40 MPH,
    b. Between Whitney Ranch Parkway and Ranch View Drive, 35 MPH.

45. West Oaks Boulevard:
    a. Between Lonetree Boulevard and Sunset Boulevard, 45 MPH,

b. Between Sunset Boulevard and West Stanford Ranch Road, 45 MPH,
c. Between West Stanford Ranch Road and Hunter Drive, 40 MPH,
d. Between Hunter Drive and Painted Pony Lane, 35 MPH.

46. West Ranch View Drive:
    a. Between Wildcat Boulevard and End, 35 MPH.

47. West Stanford Ranch Road:
    a. Between Sunset Boulevard and West Oaks Boulevard, 45 MPH.

48. Whitney Boulevard:
    a. Between Sunset Boulevard and Midas Avenue, 35 MPH.
    b. Between Midas Avenue and Sunset Boulevard, 35 MPH.

49. Whitney Oaks Drive:
    a. Between Park Drive and Whitney Ranch Parkway, 35 MPH.

50. Whitney Ranch Parkway:
    a. Between Highway 65 and Wildcat Boulevard, 45 MPH,
    b. Between Wildcat Boulevard and Painted Pony Lane/Old Ranch House Road, 45 MPH.
    c. Between Painted Pony Lane and Ranch View Drive, 35 MPH.
    d. Between Ranch View Drive and Whitney Oaks Drive, 35 MPH

51. Wildcat Boulevard:
    a. Between West Stanford Ranch Road and Lincoln city limit, 45 MPH.

52. Woodside Drive:
    a. Between Pacific Street and Lost Avenue, 30 MPH.

53. Wyckford Boulevard:
    a. Between Park Drive and Stratton Court, 35 MPH.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective

of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 7. Environmental Analysis. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061 (b)(3)). The Speed Limit Ordinance does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Section 8. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 9. Publication. Within fifteen (15) days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Councilmembers voting for and against the ordinance, to be published in the *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 (15) days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the ordinance, to be published in the *Placer Herald*, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(C)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on November 14, 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:

SUMMARY OF 2023 ENGINEERING AND TRAFFIC SURVEY

STREET NAME	LIMIT 1	LIMIT 2	ADT	DATE OF SURVEY	85th% MPH	PACE SPEED MPH	EXISTING SPEED LIMIT	RECCOMENDED SPEED LIMIT	DATE OF SURVEY EXPIRATION
3RD ST	SUNSET BLVD	FARRON ST	4,834	07/05/18	36	27 - 36	30	30	11/23/25
5TH ST	MIDAS AVE	THIRD ST	2,346	05/15/18	32	25 - 34	25	25	11/23/25
AGUILAR	ROCKLIN RD	GREENBRAE	2,993	07/02/18	32	23 - 32	25	25	11/23/25
AMERICANA WAY	PACIFIC STREET	DELMAR AVENUE	653	07/13/18	31	22 -31	25	25	11/23/25
ARGONAUT AVE	MIDAS AVE	END	2,438	06/25/18	37	28 - 37	30	30	11/23/25
ARGONAUT AVE	WHITNEY BLVD	MIDAS AVE	5,726	05/03/18	37	28 - 37	30	30	11/23/25
ATHERTON	SUNSET BLVD	LONETREE BLVD	1,779	06/27/18	32	23 - 32	25	25	11/23/25
BLUE OAKS BLVD	SUNSET BLVD	ROSEVILLE BORDER	35,981	04/18/18	48	39 - 48	45	45	11/23/25
BRIDLEWOOD DR	WILDCAT BLVD	WHITNEY RANCH PKWY	2,347	04/26/18	39	29 - 38	35	35	11/23/25
CASA GRANDE AVE	FAIRWAY DR	LINCOLN AVE	617	06/27/18	31	22 - 31	25	25	11/23/25
CHINA GARDEN RD	AGUILAR RD	END	1,170	05/30/18	49	38 - 47	45	45	11/23/25
CLOVER VALLEY RD	MIDAS AVE	RAWHIDE RD	1,257	04/24/18	37	27 - 36	30	30	11/23/25
CREST DR	STANFORD RANCH RD	PARK DR	11,790	06/05/18	41	32 - 41	35	35	11/23/25
DELMAR AVE	PACIFIC ST	LOOMIS BORDER	3,953	04/30/18	41	32 - 41	35	35	11/23/25
DOMINGUEZ RD	PACIFIC ST	GRANITE DR	3,252	04/23/18	40	32 - 41	35	35	11/23/25
EAST MIDAS AVE	PACIFIC ST	GROVE ST	2,109	10/27/22	28	20 - 29	25	25	12/14/30
EL DON DR	ROCKLIN RD	SIERRA COLLEGE BLVD	1,220	04/17/18	32	24 - 33	25	25	11/23/25
FAIRWAY DR	SUNSET BLVD	STANFORD RANCH RD	9,298	04/23/18	40	33 - 42	35	35	11/23/25
FARRIER RD	PARK DR	DARBY RD	3,639	04/25/18	40	30 - 39	35	35	11/23/25
FARRON ST	PACIFIC ST	THIRD ST	1,793	06/05/18	35	26 - 35	30	30	11/23/25
FIVE STAR BLVD	STANFORD RANCH RD	END	11,637	04/23/18	37	29 - 38	30	30	11/23/25
GRANITE	ROCKLIN RD	SIERRA MEADOWS DR	10,717	06/19/18	36	28 - 37	30	30	11/23/25
GRANITE	SIERRA MEADOWS DR	DOMINGUEZ	17,553	06/20/18	45	34 - 43	40	40	11/23/25
GRANITE	DOMINGUEZ	SIERRA COLLEGE BLVD	9,112	01/17/18	45	36 - 45	40	40	11/23/25
GROVE ST	PACIFIC ST	ROCKLIN RD	1,951	11/15/22	30	22 - 31	25	25	12/14/30
LONETREE BLVD	BLUE OAKS BLVD	W OAKS BLVD	27,208	06/06/18	43	33 - 42	40	40	11/23/25
LONETREE BLVD	W OAKS BLVD	SUNSET BLVD	11,542	06/07/18	47	34 - 43	45	45	11/23/25
MIDAS AVE	PACIFIC ST	ARGONAUT AVE	10,279	05/03/18	35	27 - 36	30	30	11/23/25
MIDAS AVE	ARGONAUT AVE	WHITNEY BLVD	4,143	05/03/18	35	28 - 37	30	30	11/23/25
MIDAS AVE	WHITNEY BLVD	END	1,440	05/03/18	37	30 - 39	30	30	11/23/25
NIGHTWATCH DR	SIERRA COLLEGE BLVD	ECHO RIDGE RD	2,455	07/12/18	30	21 - 30	25	25	11/23/25
OLD RANCH HOUSE RD	WHITNEY RANCH PKWY	CREEK HOLLOW DR	1,737	11/28/22	35	27 - 36	35	30	12/14/30
PACIFIC ST	ROSEVILLE BORDER	SUNSET BLVD	26,851	06/21/18	52	43 - 52	45	45	11/23/25
PACIFIC ST	SUNSET BLVD	AMERICANA WAY	24,444	06/07/18	44	36 - 45	40	40	11/23/25
PACIFIC ST	AMERICANA WAY	LOOMIS BORDER	12,506	06/26/18	45	37 - 46	40	40	11/23/25
PAINTED PONY LN	WHITNEY RANCH PKWY	WEST OAKS	2,601	10/26/22	38	28 - 37	35	35	12/14/30
PARK DR	ROSEVILLE BORDER	SUNSET BLVD	17,229	04/24/18	51	41 - 50	45	45	11/23/25
PARK DR	SUNSET BLVD	STANFORD RANCH RD	15,814	05/01/18	50	41 - 50	45	45	11/23/25
PARK DR	STANFORD RANCH RD	CREST DR	14,513	05/01/18	49	40 - 49	45	45	11/23/25
PARK DR	CREST DR	WHITNEY RANCH PKWY/WHITNEY OAKS DR	4,561	05/17/18	52	41 - 50	45	45	11/23/25
RANCH VIEW DR	WILDCAT BLVD	SPRING CREEK DR	9,478	07/03/18	40	31 - 40	35	35	11/23/25
RAWHIDE RD	MIDAS AVE	END	1,234	06/27/18	37	28 - 37	30	30	11/23/25
ROCKLIN RD	5TH	PACIFIC ST	3,435	06/21/18	35	24 - 33	25	30	11/23/25
ROCKLIN RD	PACIFIC ST	GRANITE DR	16,886	06/12/18	39	31 - 40	35	35	11/23/25
ROCKLIN RD	GRANITE DR	EL DON DR	28,532	06/21/18	46	37 - 46	40	40	11/23/25
ROCKLIN RD	EL DON DR	LOOMIS BORDER	11,616	05/22/18	46	36 - 45	40	40	11/23/25
SCARBOROUGH DR	SIERRA COLLEGE BLVD	ROSEVILLE BORDER	1,909	04/24/18	43	35 - 44	35	35	11/23/25
SCHRIBER WAY	SIERRA COLLEGE BLVD	LAKEPOINTE	3,622	06/26/18	37	29 - 38	30	30	11/23/25

Green = Speed Limit Established
Yellow = Speed Limit Re-Established
Red = Speed Limit Reduced

SUMMARY OF 2023 ENGINEERING AND TRAFFIC SURVEY

STREET NAME	LIMIT 1	LIMIT 2	ADT	DATE OF SURVEY	85th% MPH	PACE SPEED MPH	EXISTING SPEED LIMIT	RECCOMENDED SPEED LIMIT	DATE OF SURVEY EXPIRATION
SIERRA COLLEGE BLVD	LOOMIS	PLACER COUNTY	11,798	06/13/18	64	54 - 63	55	55	11/23/25
SIERRA COLLEGE BLVD	GRANITE DR	BASS PRO/DOMINGUEZ	11,789	06/21/18	47	36 - 45	40	40	11/23/25
SIERRA COLLEGE BLVD	BASS PRO/DOMINGUEZ	ROCKLIN RD	22,603	06/13/18	54	46 - 55	50	50	11/23/25
SIERRA COLLEGE BLVD	ROCKLIN RD	ROSEVILLE BORDER	21,845	06/21/18	56	45 - 54	50	50	11/23/25
SIERRA MEADOWS DR	PACIFIC ST	GRANITE DR	6,506	04/30/18	38	30 - 39	35	35	11/23/25
SOUTH GROVE ST	ROCKLIN RD	KANNASTO ST	1,723	11/21/22	30	22 - 31	25	25	12/14/30
SOUTH WHITNEY BLVD	SUNSET BLVD	FIVE STAR BLVD	5,488	04/20/18	36	27 - 36	30	30	11/23/25
SPRING CREEK DR	WHITNEY RANCH PKWY	RANCH VIEW DR	5,481	04/26/18	41	33 - 42	35	35	11/23/25
SPRINGVIEW DR	SPRINGVIEW MEADOWS	SUNSET BLVD	5,857	06/05/18	40	31 - 40	35	35	11/23/25
SPRINGVIEW DR	S WHITNEY BLVD	SPRINGVIEW MEADOWS	3,868	06/05/18	34	26 - 35	30	30	11/23/25
STANFORD RANCH RD	ROSEVILLE BORDER	PARK DR	17,414	05/15/18	47	39 - 48	40	40	11/23/25
STANFORD RANCH RD	PARK DR	W OAKS BLVD	15,228	05/02/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	HWY 65	BLUE OAKS BLVD	23,176	06/25/18	47	40 - 49	45	45	11/23/25
SUNSET BLVD	BLUE OAKS BLVD	PARK DR	23,176	04/18/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	PARK DR	STANFORD RANCH RD	21,100	04/17/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	STANFORD RANCH RD	WHITNEY BLVD	20,080	05/23/18	44	34 - 43	40	40	11/23/25
SUNSET BLVD	WHITNEY BLVD	PACIFIC ST	33,166	04/11/18	47	38 - 47	40	40	11/23/25
SUNSET BLVD	PACIFIC ST	WOODSIDE DR	2,917	04/11/18	37	27 - 36	30	30	11/23/25
TOPAZ AVE	SUNSET BLVD	WHITNEY	2,625	06/20/18	32	25 - 34	25	25	11/23/25
UNIVERSITY AVE	SUNSET BLVD	WHITNEY RANCH PKWY	1,242	11/17/22	44	35 - 44	40	40	12/14/30
UNIVERSITY AVE	WHITNEY RANCH PKWY	W RANCH VIEW DR	3,286	11/17/22	42	33 - 42	35	35	12/14/30
W OAKS BLVD	LONETREE BLVD	SUNSET BLVD	3,678	05/01/18	48	36 - 45	45	45	11/23/25
W OAKS BLVD	SUNSET BLVD	W STANFORD RANCH RD	6,951	05/01/18	52	43 - 52	45	45	11/23/25
W OAKS BLVD	STANFORD RANCH RD	HUNTER	3,649	05/18/18	44	37 - 46	40	40	11/23/25
W OAKS BLVD	HUNTER	PAINTED PONY LANE	3,649	06/28/18	42	31 - 40	35	35	11/23/25
W RANCH VIEW DR	WILDCAT BLVD	END	2,247	08/14/18	41	33 - 42	25	35	11/23/25
W STANFORD RANCH RD	SUNSET BLVD	W OAKS BLVD	16,692	04/26/18	49	41 - 50	45	45	11/23/25
WHITNEY BLVD	CREST DR	MIDAS AVE	11,106	05/02/18	36	29 - 38	35	35	11/23/25
WHITNEY BLVD	MIDAS AVE	SUNSET BLVD	9,247	05/02/18	41	32 - 41	35	35	11/23/25
WHITNEY OAKS DR	WHITNEY RANCH PKWY	PARK DR	1,467	04/30/18	41	33 - 42	35	35	11/23/25
WHITNEY RANCH PKWY	HWY 65	WILDCAT BLVD	3,232	05/02/18	48	38 - 47	40	45	11/23/25
WHITNEY RANCH PKWY	WILDCAT BLVD	PAINTED PONY LANE	3,232	05/01/18	52	43 - 52	40	45	11/23/25
WHITNEY RANCH PKWY	PAINTED PONY LANE	RANCH VIEW DR	2,192	10/28/22	41	31 - 40	35	35	12/14/30
WHITNEY RANCH PKWY	RANCH VIEW DR	WHITNEY OAKS DR	1,453	10/28/22	41	32 - 41	35	35	12/14/30
WILDCAT BLVD	W STANFORD RANCH RD	LINCOLN BORDER	10,206	04/26/18	47	38 - 47	45	45	11/23/25
WOODSIDE DR	PACIFIC ST	LOST AVE	1,669	04/20/18	35	27 - 36	30	30	11/23/25
WYCKFORD BLVD	PARK DR	STRATTON CT	5,626	04/30/18	40	29 - 38	35	35	11/23/25

Green = Speed Limit Established
Yellow = Speed Limit Re-Established
Red = Speed Limit Reduced

SUMMARY OF ENGINEERING AND TRAFFIC SURVEYS AND PROPOSED SPEED LIMITS:

A. Establishing Speed Limits for New Speed Zones

No	Engineering & Traffic Survey Book Page #	Surveyed Street	Limit 1	Limit 2	Posted Speed Limit (mph)	85% Speed (mph)	Proposed Speed Limit (mph)
1	46	East Midas Avenue	Pacific Street	Grove Street	25	28	25
2	73	Grove Street	Pacific Street	Rocklin Road	25	30	25
3	160	South Grove Street	Rocklin Road	Kannasto Street	25	30	25
4	202	University Avenue	Sunset Boulevard	Whitney Ranch Parkway	40	44	40
5	205	University Avenue	Whitney Ranch Parkway	Ranch View Drive	35	42	35
6	241	Whitney Ranch Parkway	Painted Pony Lane	Ranch View Drive	35	41	35
7	244	Whitney Ranch Parkway	Ranch View Drive	Whiney Oaks Drive	35	41	35

B. Re-Establishing Speed Limits for Existing Speed Zones

No	Engineering & Traffic Survey Book Page #	Surveyed Street	Limit 1	Limit 2	Posted Speed Limit (mph)	85% Speed (mph)	Proposed Speed Limit (mph)
1	106	Painted Pony Lane	Whitney Ranch Parkway	West Oaks Boulevard	35	38	35

C. Reducing Speed Limits for Existing Speed Zones

No	Engineering & Traffic Survey Book Page #	Surveyed Street	Limit 1	Limit 2	Posted Speed Limit (mph)	85% Speed (mph)	Proposed Speed Limit (mph)
1	94	Old Ranch House Road	Whitney Ranch Parkway	Creek Hollow Drive	35	35	30

DISCUSSION ON PROPOSED SPEED LIMITS:

A. Establishing Speed Limits for New Speed Zones

1. East Midas Avenue (Pacific Street to Grove Street)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 28 mph, the speed limit on this speed zone shall be established at 25 mph.
2. Grove Street (Pacific Street to Rocklin Road)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 30 mph, the speed limit on this speed zone shall be established at 25 mph.
3. South Grove Street (Rocklin Road to Kannasto Street)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 30 mph, the speed limit on this speed zone shall be established at 25 mph.
4. University Avenue (Sunset Boulevard to Whitney Ranch Parkway)

Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 44 mph, the speed limit on this speed zone shall be established at 40 mph.

5. University Avenue (Whitney Ranch Parkway to Ranch View Drive)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 42 mph, the speed limit on this speed zone shall be established at 35 mph.
6. Whitney Ranch Parkway (Painted Pony Lane to Ranch View Drive)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 41 mph, the speed limit on this speed zone shall be established at 35 mph.
7. Whitney Ranch Parkway (Ranch View Drive to Whitney Oaks Drive)
   Since the 85th percentile speed based on an Engineering and Traffic Survey (E&TS) is 41 mph, the speed limit on this speed zone shall be established at 35 mph.

B. Re-Establishing Speed Limits for Existing Speed Zones

1. Painted Pony Lane (Whitney Ranch Parkway to West Oaks Boulevard)
   This speed zone has a posted speed limit of 30 mph. Since the 85th percentile speed, as indicated by an E&TS is 38 mph, the posted speed limit for this speed zone shall be re-established at 35 mph.

C. Reducing Speed Limits for Existing Speed Zones

1. Old Ranch House Road (Whitney Ranch Parkway to Creek Hollow Drive)
   This speed zone has a posted speed limit of 35 mph. Since the 85th percentile speed, as indicated by an E&TS is 35 mph, the speed limit on this speed zone shall be reduced to 30 mph.









ENGINEERING DIVISION

Engineering and Speed Survey

Department of Public Services
City of Rocklin
State of California

2023

Effective: 01/15/2024

ROCKLIN
CALIFORNIA

SUMMARY OF 2023 ENGINEERING AND TRAFFIC SURVEY

STREET NAME	LIMIT 1	LIMIT 2	ADT	DATE OF SURVEY	85th% MPH	PACE SPEED MPH	EXISTING SPEED LIMIT	RECCOMENDED SPEED LIMIT	DATE OF SURVEY EXPIRATION
3RD ST	SUNSET BLVD	FARRON ST	4,834	07/05/18	36	27 - 36	30	30	11/23/25
5TH ST	MIDAS AVE	THIRD ST	2,346	05/15/18	32	25 - 34	25	25	11/23/25
AGUILAR	ROCKLIN RD	GREENBRAE	2,993	07/02/18	32	23 - 32	25	25	11/23/25
AMERICANA WAY	PACIFIC STREET	DELMAR AVENUE	653	07/13/18	31	22 -31	25	25	11/23/25
ARGONAUT AVE	MIDAS AVE	END	2,438	06/25/18	37	28 - 37	30	30	11/23/25
ARGONAUT AVE	WHITNEY BLVD	MIDAS AVE	5,726	05/03/18	37	28 - 37	30	30	11/23/25
ATHERTON	SUNSET BLVD	LONETREE BLVD	1,779	06/27/18	32	23 - 32	25	25	11/23/25
BLUE OAKS BLVD	SUNSET BLVD	ROSEVILLE BORDER	35,981	04/18/18	48	39 - 48	45	45	11/23/25
BRIDLEWOOD DR	WILDCAT BLVD	WHITNEY RANCH PKWY	2,347	04/26/18	39	29 - 38	35	35	11/23/25
CASA GRANDE AVE	FAIRWAY DR	LINCOLN AVE	617	06/27/18	31	22 - 31	25	25	11/23/25
CHINA GARDEN RD	AGUILAR RD	END	1,170	05/30/18	49	38 - 47	45	45	11/23/25
CLOVER VALLEY RD	MIDAS AVE	RAWHIDE RD	1,257	04/24/18	37	27 - 36	30	30	11/23/25
CREST DR	STANFORD RANCH RD	PARK DR	11,790	06/05/18	41	32 - 41	35	35	11/23/25
DELMAR AVE	PACIFIC ST	LOOMIS BORDER	3,953	04/30/18	41	32 - 41	35	35	11/23/25
DOMINGUEZ RD	PACIFIC ST	GRANITE DR	3,252	04/23/18	40	32 - 41	35	35	11/23/25
EAST MIDAS AVE	PACIFIC ST	GROVE ST	2,109	10/27/22	28	20 - 29	25	25	12/14/30
EL DON DR	ROCKLIN RD	SIERRA COLLEGE BLVD	1,220	04/17/18	32	24 - 33	25	25	11/23/25
FAIRWAY DR	SUNSET BLVD	STANFORD RANCH RD	9,298	04/23/18	40	33 - 42	35	35	11/23/25
FARRIER RD	PARK DR	DARBY RD	3,639	04/25/18	40	30 - 39	35	35	11/23/25
FARRON ST	PACIFIC ST	THIRD ST	1,793	06/05/18	35	26 - 35	30	30	11/23/25
FIVE STAR BLVD	STANFORD RANCH RD	END	11,637	04/23/18	37	29 - 38	30	30	11/23/25
GRANITE	ROCKLIN RD	SIERRA MEADOWS DR	10,717	06/19/18	36	28 - 37	30	30	11/23/25
GRANITE	SIERRA MEADOWS DR	DOMINGUEZ	17,553	06/20/18	45	34 - 43	40	40	11/23/25
GRANITE	DOMINGUEZ	SIERRA COLLEGE BLVD	9,112	01/17/18	45	36 - 45	40	40	11/23/25
GROVE ST	PACIFIC ST	ROCKLIN RD	1,951	11/15/22	30	22 - 31	25	25	12/14/30
LONETREE BLVD	BLUE OAKS BLVD	W OAKS BLVD	27,208	06/06/18	43	33 - 42	40	40	11/23/25
LONETREE BLVD	W OAKS BLVD	SUNSET BLVD	11,542	06/07/18	47	34 - 43	45	45	11/23/25
MIDAS AVE	PACIFIC ST	ARGONAUT AVE	10,279	05/03/18	35	27 - 36	30	30	11/23/25
MIDAS AVE	ARGONAUT AVE	WHITNEY BLVD	4,143	05/03/18	35	28 - 37	30	30	11/23/25
MIDAS AVE	WHITNEY BLVD	END	1,440	05/03/18	37	30 - 39	30	30	11/23/25
NIGHTWATCH DR	SIERRA COLLEGE BLVD	ECHO RIDGE RD	2,455	07/12/18	30	21 - 30	25	25	11/23/25
OLD RANCH HOUSE RD	WHITNEY RANCH PKWY	CREEK HOLLOW DR	1,737	11/28/22	35	27 - 36	35	30	12/14/30
PACIFIC ST	ROSEVILLE BORDER	SUNSET BLVD	26,851	06/21/18	52	43 - 52	45	45	11/23/25
PACIFIC ST	SUNSET BLVD	AMERICANA WAY	24,444	06/07/18	44	36 - 45	40	40	11/23/25
PACIFIC ST	AMERICANA WAY	LOOMIS BORDER	12,506	06/26/18	45	37 - 46	40	40	11/23/25
PAINTED PONY LN	WHITNEY RANCH PKWY	WEST OAKS	2,601	10/26/22	38	28 - 37	35	35	12/14/30
PARK DR	ROSEVILLE BORDER	SUNSET BLVD	17,229	04/24/18	51	41 - 50	45	45	11/23/25
PARK DR	SUNSET BLVD	STANFORD RANCH RD	15,814	05/01/18	50	41 - 50	45	45	11/23/25
PARK DR	STANFORD RANCH RD	CREST DR	14,513	05/01/18	49	40 - 49	45	45	11/23/25
PARK DR	CREST DR	WHITNEY RANCH PKWY/WHITNEY OAKS DR	4,561	05/17/18	52	41 - 50	45	45	11/23/25
RANCH VIEW DR	WILDCAT BLVD	SPRING CREEK DR	9,478	07/03/18	40	31 - 40	35	35	11/23/25
RAWHIDE RD	MIDAS AVE	END	1,234	06/27/18	37	28 - 37	30	30	11/23/25
ROCKLIN RD	5TH	PACIFIC ST	3,435	06/21/18	35	24 - 33	25	30	11/23/25
ROCKLIN RD	PACIFIC ST	GRANITE DR	16,886	06/12/18	39	31 - 40	35	35	11/23/25
ROCKLIN RD	GRANITE DR	EL DON DR	28,532	06/21/18	46	37 - 46	40	40	11/23/25
ROCKLIN RD	EL DON DR	LOOMIS BORDER	11,616	05/22/18	46	36 - 45	40	40	11/23/25
SCARBOROUGH DR	SIERRA COLLEGE BLVD	ROSEVILLE BORDER	1,909	04/24/18	43	35 - 44	35	35	11/23/25
SCHRIBER WAY	SIERRA COLLEGE BLVD	LAKEPOINTE	3,622	06/26/18	37	29 - 38	30	30	11/23/25

Green = Speed Limit Established
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SUMMARY OF 2023 ENGINEERING AND TRAFFIC SURVEY

STREET NAME	LIMIT 1	LIMIT 2	ADT	DATE OF SURVEY	85th% MPH	PACE SPEED MPH	EXISTING SPEED LIMIT	RECCOMENDED SPEED LIMIT	DATE OF SURVEY EXPIRATION
SIERRA COLLEGE BLVD	LOOMIS	PLACER COUNTY	11,798	06/13/18	64	54 - 63	55	55	11/23/25
SIERRA COLLEGE BLVD	GRANITE DR	BASS PRO/DOMINGUEZ	11,789	06/21/18	47	36 - 45	40	40	11/23/25
SIERRA COLLEGE BLVD	BASS PRO/DOMINGUEZ	ROCKLIN RD	22,603	06/13/18	54	46 - 55	50	50	11/23/25
SIERRA COLLEGE BLVD	ROCKLIN RD	ROSEVILLE BORDER	21,845	06/21/18	56	45 - 54	50	50	11/23/25
SIERRA MEADOWS DR	PACIFIC ST	GRANITE DR	6,506	04/30/18	38	30 - 39	35	35	11/23/25
SOUTH GROVE ST	ROCKLIN RD	KANNASTO ST	1,723	11/21/22	30	22 - 31	25	25	12/14/30
SOUTH WHITNEY BLVD	SUNSET BLVD	FIVE STAR BLVD	5,488	04/20/18	36	27 - 36	30	30	11/23/25
SPRING CREEK DR	WHITNEY RANCH PKWY	RANCH VIEW DR	5,481	04/26/18	41	33 - 42	35	35	11/23/25
SPRINGVIEW DR	SPRINGVIEW MEADOWS	SUNSET BLVD	5,857	06/05/18	40	31 - 40	35	35	11/23/25
SPRINGVIEW DR	S WHITNEY BLVD	SPRINGVIEW MEADOWS	3,868	06/05/18	34	26 - 35	30	30	11/23/25
STANFORD RANCH RD	ROSEVILLE BORDER	PARK DR	17,414	05/15/18	47	39 - 48	40	40	11/23/25
STANFORD RANCH RD	PARK DR	W OAKS BLVD	15,228	05/02/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	HWY 65	BLUE OAKS BLVD	23,176	06/25/18	47	40 - 49	45	45	11/23/25
SUNSET BLVD	BLUE OAKS BLVD	PARK DR	23,176	04/18/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	PARK DR	STANFORD RANCH RD	21,100	04/17/18	52	42 - 51	45	45	11/23/25
SUNSET BLVD	STANFORD RANCH RD	WHITNEY BLVD	20,080	05/23/18	44	34 - 43	40	40	11/23/25
SUNSET BLVD	WHITNEY BLVD	PACIFIC ST	33,166	04/11/18	47	38 - 47	40	40	11/23/25
SUNSET BLVD	PACIFIC ST	WOODSIDE DR	2,917	04/11/18	37	27 - 36	30	30	11/23/25
TOPAZ AVE	SUNSET BLVD	WHITNEY	2,625	06/20/18	32	25 - 34	25	25	11/23/25
UNIVERSITY AVE	SUNSET BLVD	WHITNEY RANCH PKWY	1,242	11/17/22	44	35 - 44	40	40	12/14/30
UNIVERSITY AVE	WHITNEY RANCH PKWY	W RANCH VIEW DR	3,286	11/17/22	42	33 - 42	35	35	12/14/30
W OAKS BLVD	LONETREE BLVD	SUNSET BLVD	3,678	05/01/18	48	36 - 45	45	45	11/23/25
W OAKS BLVD	SUNSET BLVD	W STANFORD RANCH RD	6,951	05/01/18	52	43 - 52	45	45	11/23/25
W OAKS BLVD	STANFORD RANCH RD	HUNTER	3,649	05/18/18	44	37 - 46	40	40	11/23/25
W OAKS BLVD	HUNTER	PAINTED PONY LANE	3,649	06/28/18	42	31 - 40	35	35	11/23/25
W RANCH VIEW DR	WILDCAT BLVD	END	2,247	08/14/18	41	33 - 42	25	35	11/23/25
W STANFORD RANCH RD	SUNSET BLVD	W OAKS BLVD	16,692	04/26/18	49	41 - 50	45	45	11/23/25
WHITNEY BLVD	CREST DR	MIDAS AVE	11,106	05/02/18	36	29 - 38	35	35	11/23/25
WHITNEY BLVD	MIDAS AVE	SUNSET BLVD	9,247	05/02/18	41	32 - 41	35	35	11/23/25
WHITNEY OAKS DR	WHITNEY RANCH PKWY	PARK DR	1,467	04/30/18	41	33 - 42	35	35	11/23/25
WHITNEY RANCH PKWY	HWY 65	WILDCAT BLVD	3,232	05/02/18	48	38 - 47	40	45	11/23/25
WHITNEY RANCH PKWY	WILDCAT BLVD	PAINTED PONY LANE	3,232	05/01/18	52	43 - 52	40	45	11/23/25
WHITNEY RANCH PKWY	PAINTED PONY LANE	RANCH VIEW DR	2,192	10/28/22	41	31 - 40	35	35	12/14/30
WHITNEY RANCH PKWY	RANCH VIEW DR	WHITNEY OAKS DR	1,453	10/28/22	41	32 - 41	35	35	12/14/30
WILDCAT BLVD	W STANFORD RANCH RD	LINCOLN BORDER	10,206	04/26/18	47	38 - 47	45	45	11/23/25
WOODSIDE DR	PACIFIC ST	LOST AVE	1,669	04/20/18	35	27 - 36	30	30	11/23/25
WYCKFORD BLVD	PARK DR	STRATTON CT	5,626	04/30/18	40	29 - 38	35	35	11/23/25

Green = Speed Limit Established
Yellow = Speed Limit Re-Established
Red = Speed Limit Reduced

3RD STREET
Sunset Blvd. to Farron St.

DESCRIPTION/LOCATION

This section of 3rd Street is a residential collector roadway. It is part of the safe routes to schools program and is used by children walking to Springview Middle School, and to Johnson-Springview Park, which is a large community park. There are frequent events at the park which greatly increase pedestrian, bicycle, and motor vehicle volumes. There is high density residential near Sunset Boulevard which generates a moderate amount pedestrian volume that utilizes 3rd Street.

COLLISIONS

A total of five accidents have been recorded between 2015 and 2017. Two of those accidents were reported in 2015, two were in 2016, and one was in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on 3rd St. between Sunset Blvd. and Farron St. is 36 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

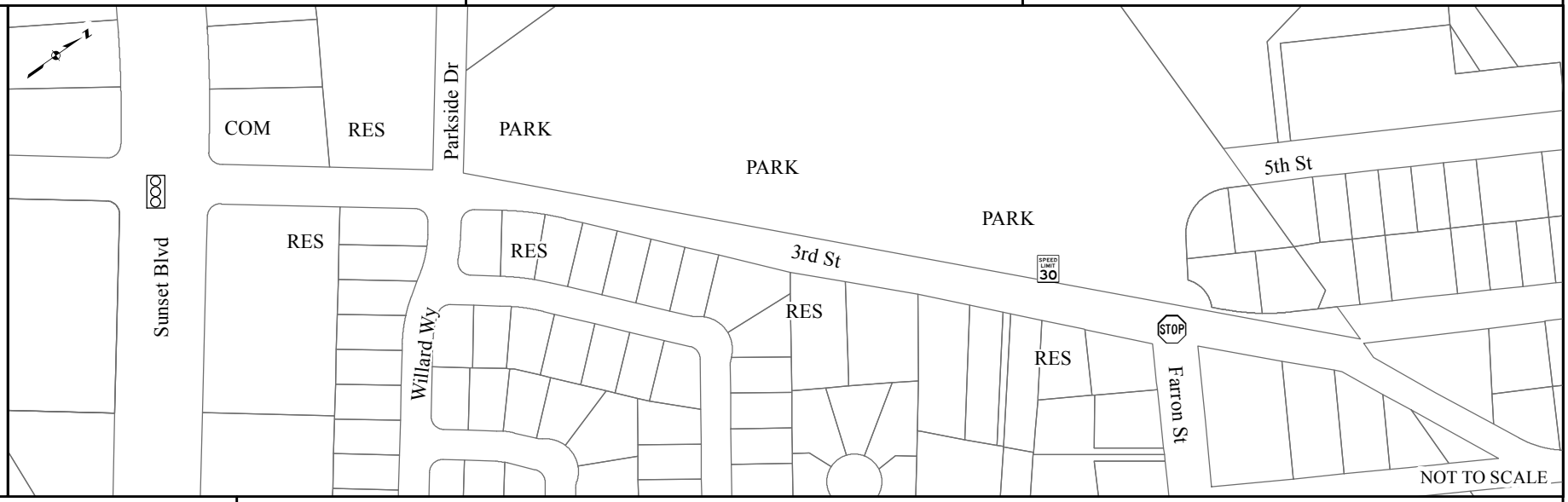
Speed Zone Survey

Road Name:

3rd St.

Sunset Blvd. to Farron St.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	4834
Divider Type	Non-retrroreflective yellow markers
Critical Speed	36
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	X
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
2	2	1

Comments:
Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume
Heavy Traffic Volume

Street: 3rd street **Location:** Pole 226

Segment: Sunset - Farron

Length: 0.28 Miles **Direction:** both

SPEED SURVEY

Date: 07/05/2018 **Day:** Thursday **Time:** 9:06am - 9:57am

Weather: Sunny **Observer:** Nick/Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42		0
41		0
40	1	1
39	1	1
38	1 1 1	3
37	1 1 1	3
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1	6
34	1 1 1	3
33	1 1 1 1 1 1 1 1 1 1	10
32	1 1 1 1 1 1 1 1	8
31	1 1 1 1 1 1 1 1 1 1 1 1 1	13
30	1 1 1 1	4
29	1 1 1 1 1 1	6
28	1 1 1 1 1 1 1	7
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1	5
25	1 1 1	3
24	1	1
23	1 1	2
22	1 1 1	3
21	1 1 1	3
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	30	MPH
85th %:	36	MPH
Average:	31	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	1	0
INJURY	0	0	2
FATAL	0	0	0
TOTAL	2	2	1

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, no recovery area, 47 feet wide, nonretroreflective yellow markers median

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

5TH STREET
Midas Avenue to Third Street

DESCRIPTION/LOCATION

5th Street is a residential collector that indirectly connects Sunset Boulevard and Midas Avenue. It serves the existing residential areas, a major community park, community center and a junior high school. Because of the geographic location of the park and school, many students walk to and from these locations. There is driveway access to many residential homes on both sides of the roadway. Fifth Street also contains Parking lanes and a class II bikeway.

COLLISIONS

Accident records show that there were five collisions on Fifth St. from 2015 to 2017. Three were in 2015, one in 2016, and another in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Fifth St. is 32 MPH. It is recommended that the speed limit remain at 25 MPH. The 5 MPH reduction below the 85th percentile is supported by this roadway's residential density as well as its high pedestrian volume near Johnson-Springview Park and Springview Middle School.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

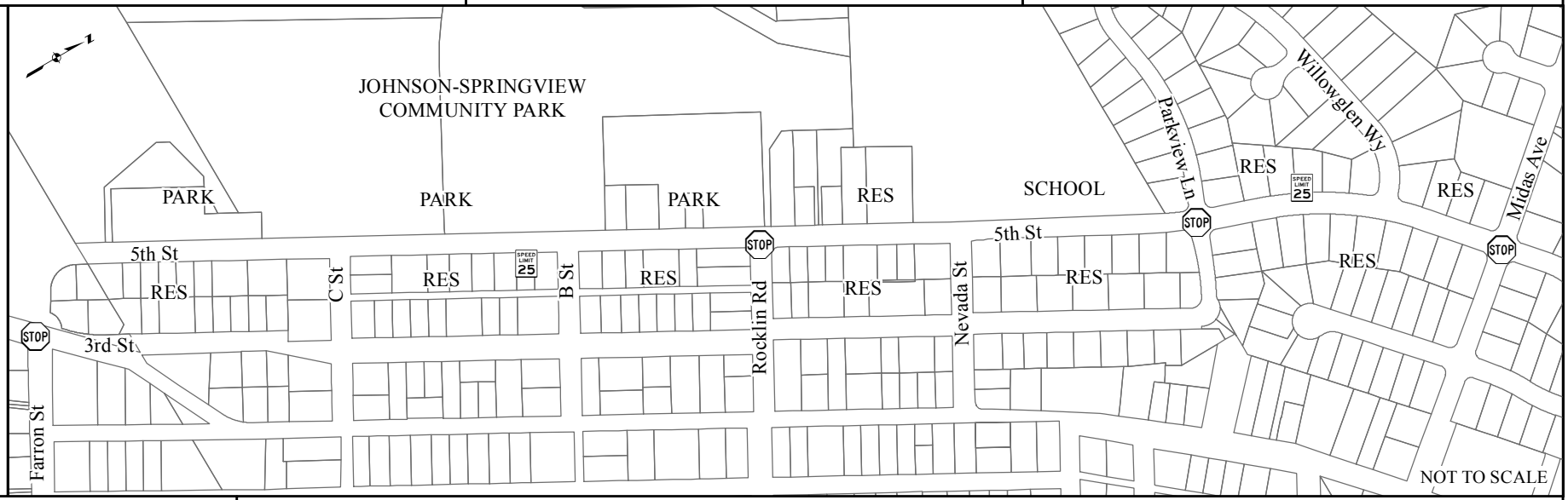
Speed Zone Survey

Road Name:

5th St.

Midas Ave. to 3rd St.

Strip Map



Roadway Width	48'
Number of Lanes	2
ADT	2346
Divider Type	Painted
Critical Speed	32
Pace Speed	25 - 34
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	X
Residence	X
Business	
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
3	1	1

Comments:

Class II bikeway on both sides of road.
High pedestrian volume due to park and middle school.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume
Heavy Traffic Volume

Street: 5th Street **Location:** 5th and Parkview / 5th and Rocklin

Segment: Midas - 3rd

Length: 0.82 Miles **Direction:** both

SPEED SURVEY *Survey No.*

Date: 05/15/2018 **Day:** Tuesday **Time:** 10:20AM - 12:30PM

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39	1	1
38		0
37	1 1	2
36	1	1
35	1	1
34	1	1
33	1 1 1 1 1 1	6
32	1 1 1	3
31	1 1 1 1 1	5
30	1 1 1 1 1 1	6
29	1 1 1 1 1 1 1 1 1 1	10
28	1 1 1 1 1 1	6
27	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
26	1 1 1 1 1 1 1 1 1 1 1 1 1	13
25	1 1 1 1 1 1 1 1 1 1 1 1 1	13
24	1 1 1 1 1	5
23	1 1	2
22	1 1 1 1 1	5
21	1 1 1 1	4
20	1	1
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	28	MPH
Pace:	25 - 34	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	0	0

ROADWAY CONDITIONS

Two lane road, bike lane on both sides, loading and unloading zone infront of Springview Middle School

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

AGUILAR ROAD
Rocklin Road to Greenbrae Road

DESCRIPTION/LOCATION

Aguilar Road is a residential collector that runs north-south from Rocklin Road to Greenbrae Road. Aguilar road connects a medium density residential area to Rocklin Road which is a minor arterial. Aguilar road is a narrow two lane road with no striping, curb or gutter.
It is bound by a signalized intersection at Rocklin Road, and ends with a stop sign at Greenbrae Road. There are three intersecting streets, two of which are being controlled by stop signs.

COLLISIONS

Accident records show that there were a total of three accidents from 2015 to 2017. There were two accidents in 2015, one in 2016 and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Aguilar Rd. is 32 MPH. It is recommended that the speed limit remain at 25 MPH. The 5 MPH reduction is supported by this roadway's residential density, and geometry of the road.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Aguilar Rd

Rocklin Rd. to Greenbrae Rd.

Strip Map



Roadway Width	26'
Number of Lanes	2
ADT	2993
Divider Type	No Center Median
Critical Speed	32
Pace Speed	26 - 35
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	X
Bikeway	

Collision History:

2015	2016	2017
2	1	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X	Moderate Traffic Volume	X
School Site Access				Heavy Traffic Volume	

Street: Aguilar **Location:** Arrowhead

Segment: Rocklin - Greenbrae

Length: 0.5 Miles **Direction:** both

SPEED SURVEY

Date: 07/02/2018 **Day:** Monday **Time:** 11:40am - 12:50pm

Weather: Sunny **Observer:** Ali/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38	1	1
37	1 1	2
36	1	1
35	1 1 1	3
34	1 1 1	3
33	1 1 1 1 1	5
32	1 1 1 1	4
31	1 1 1	3
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1 1 1 1	8
28	1 1 1 1 1 1 1 1 1	9
27	1 1 1 1 1 1 1 1 1	9
26	1 1 1 1 1 1 1 1 1 1 1	11
25	1 1 1 1 1 1 1 1 1 1 1 1 1	13
24	1 1 1 1 1 1	6
23	1 1 1 1 1 1	6
22	1 1 1	3
21	1 1	2
20	1 1	2
19	1 1	2
18		0
17		0
16	1	1
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	27	MPH
Pace:	23 - 32	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	1	0

ROADWAY CONDITIONS

One travel lane is on each side; each travel lane is 12.1' wide. One bike lane is on each side; each bike lane is 3.5' wide. The distance from curb to bike lane on each side is 6.3'.

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

AMERICANA WAY
Pacific Street to Delmar Avenue

DESCRIPTION/LOCATION

Americana Way is a local, residential road which connects to Pacific Street "Minor Arterial" to Delmar Avenue "Minor Collector". It is a 2 lane road with parking on both sides. There are no bike lanes and the street is lined with medium density residences with driveway access.

There is no recovery area on Americana Way and the street is bound by curb and gutter on both sides.

COLLISIONS

Accident records show that there were zero collisions on Americana Way from 2015 to 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Americana Way is 31 MPH. It is recommended that the speed limit remains 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

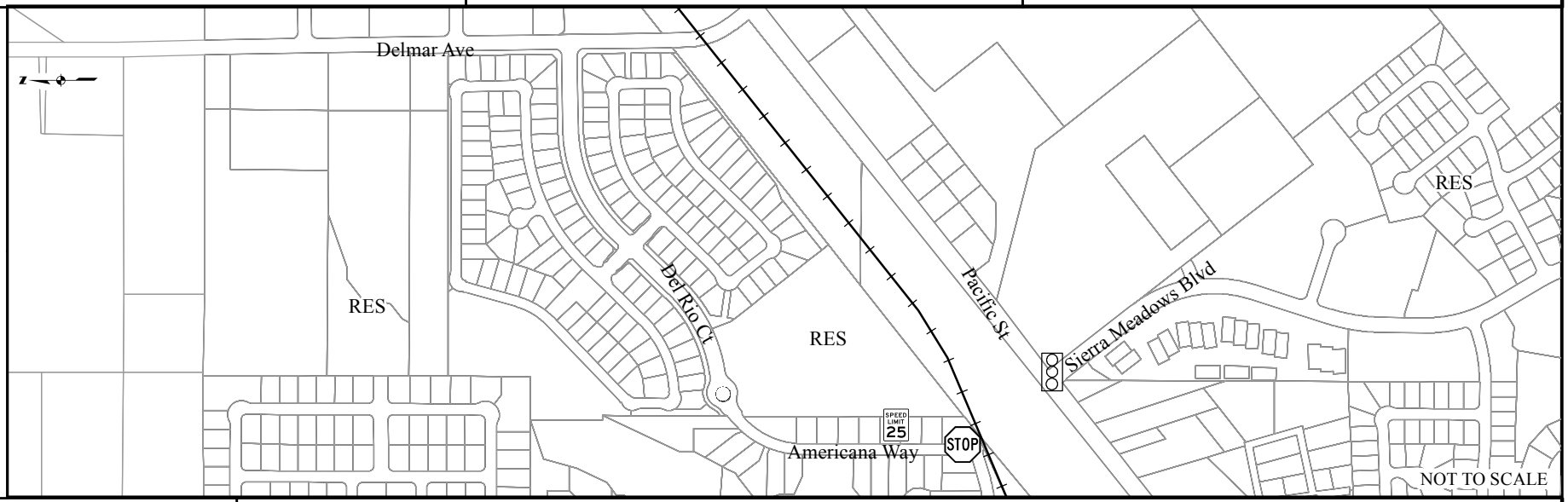
Speed Zone Survey

Road Name:

Americana Way

Independence Pl. to Delmar Ave.

Strip Map



Roadway Width	34'
Number of Lanes	2
ADT	653
Divider Type	No Center Median
Critical Speed	31
Pace Speed	22 - 31
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☐

Collision History:

2015	2016	2017
0	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Americana Way **Location:** 4247 Americana way

Segment: Pacific St. - Delmar Ave.

Length: 0.58 Miles **Direction:** both

SPEED SURVEY

Date: 07/13/2018 & 07/17/2018 **Day:** Friday/Tues day **Time:** 1:00pm-2:39pm / 9:34am - 10:18am

Weather: Sunny **Observer:** **Ali/Nick/Long**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41	1 1	2
40		0
39		0
38	1	1
37		0
36		0
35	1 1	2
34	1 1 1	3
33	1 1 1	3
32	1 1 1 1 1	5
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1	5
29	1 1 1 1 1 1 1 1 1	9
28	1 1 1 1 1 1 1 1 1	9
27	1 1 1 1 1 1 1 1 1 1 1 1 1	13
26	1 1 1 1 1 1 1 1 1 1 1	11
25	1 1 1 1 1 1 1 1 1 1 1 1	12
24	1 1 1 1 1 1 1	7
23	1 1 1	3
22	1 1 1 1 1 1 1	7
21	1 1 1	3
20	1 1 1	3
19	1 1	2
18	1 1	2
17		0
16	1	1
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**111**

SPEED DATA

Posted:	**25**	**MPH**
85th %:	**31**	**MPH**
Average:	**27**	**MPH**
Pace:	**22 - 31**	**MPH**

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 lane road, parking on both sides, no bike lane no recovery area, no center median, 36 feet wide

DECLARED SPEED LIMIT: 25 **MPH**

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ARGONAUT AVENUE
Midas Avenue to End

DESCRIPTION/LOCATION

Argonaut Avenue is a two-lane, east-west major residential collector that terminates at Yankee Hill Road. Argonaut Avenue, east of Midas Avenue is 52 feet wide with bike lanes and 8 foot parking lanes. Argonaut Avenue is fronted with homes and varies in width, with many intersecting streets of medium residential density. This segment of roadway is a designated bikeway per the city's general plan.

There is no recovery area on Argonaut Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were seven collisions on Argonaut Ave. from Midas Ave. to End from 2015 to 2017. There were two accidents in 2015, two in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Argonaut Ave. between Midas Ave. and End is 37 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

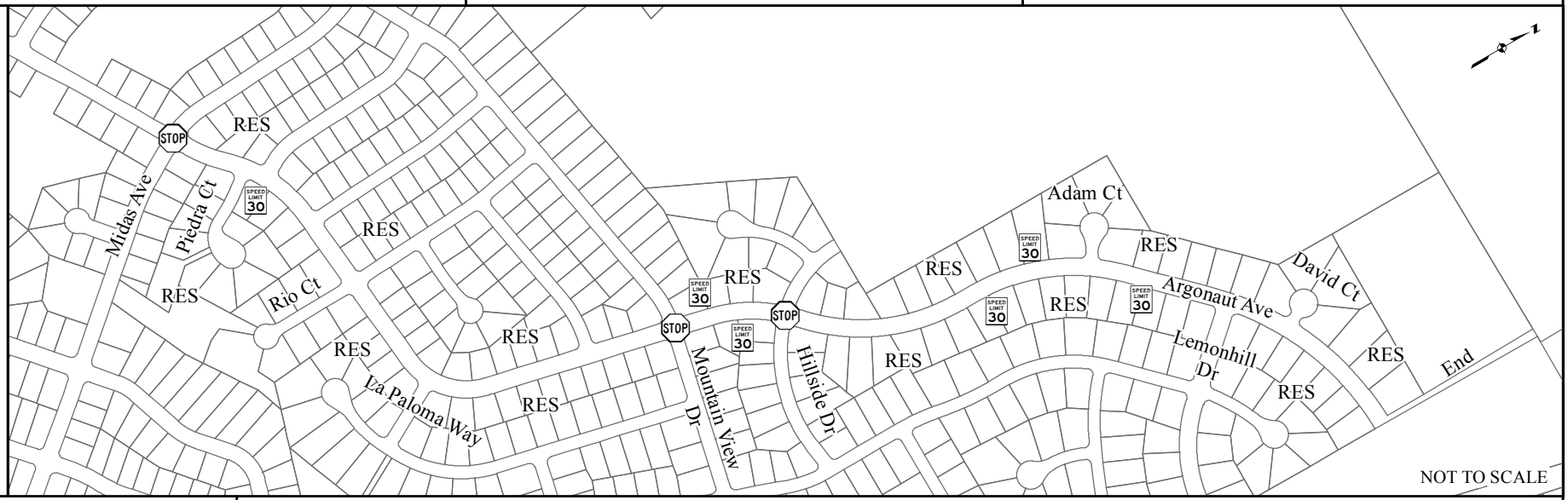
Speed Zone Survey

Road Name:

Argonaut Ave.

Midas Ave. to End

Strip Map



Roadway Width	48'
Number of Lanes	2
ADT	2438
Divider Type	Painted
Critical Speed	37
Pace Speed	28 - 37
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
2	2	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Argonaut Ave. **Location:** 3570 Argonaut Ave.

Segment: From Midas Ave to End

Length: 0.93 Miles **Direction:** Both

SPEED SURVEY

Date: 06/25/2018 **Day:** Monday **Time:** 11:35-11:54 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
		0
		0
		0
		0
55		0
		0
		0
		0
		0
50		0
		0
		0
	1	1
		0
45		0
	1	1
	1 1 1	3
		0
	1	1
40	1	1
	1 1 1	3
	1 1 1	3
	1 1 1 1 1	5
	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1 1 1 1	9
	1 1 1 1 1 1 1 1	8
	1 1 1 1 1 1 1 1	8
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
	1 1 1 1 1 1 1 1 1	9
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
	1 1 1 1 1 1 1	7
	1 1 1 1 1 1	6
		0
		0
25	1	1
	1	1
		0
		0
		0
20		0
		0
		0
		0
		0
15		0
		0
		0
		0
		0
10 or lower		0
	Total Number of Vehicles:	106

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	28-37	MPH

ACCIDENT HISTORY

YEAR	2013	2014	2015
PDO	2	2	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	2	3

ROADWAY CONDITIONS

One travel lane is on each side; each travel lane is 13.0' wide. One bike lane is on each side; each bike lane is 4.6' wide. One parking lane is on each side; each parking lane is 7.5' wide.

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

ARGONAUT AVENUE
Whitney Boulevard to Midas Avenue

DESCRIPTION/LOCATION

This section of Argonaut Avenue is a two-lane, east-west major residential collector from Whitney Boulevard to Midas Avenue. Argonaut Avenue runs from Yankee Hill Road westerly to Whitney Boulevard and becomes Topaz Avenue west of Whitney Boulevard. Argonaut Avenue is fronted with homes of medium residential density and varies in width. Parking is permitted on both sides of Argonaut Avenue between Whitney Boulevard and Midas Avenue. There is a painted fog line to delineate the roadway and available parking. This stretch of roadway is a designated bikeway per the city's general plan.

There is no recovery area on Argonaut Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were nine collisions on Argonaut Ave. from 2015 to 2017.Two accidents were in 2015, four in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Argonaut Ave. between Whitney Blvd. and Midas Ave. is 37 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

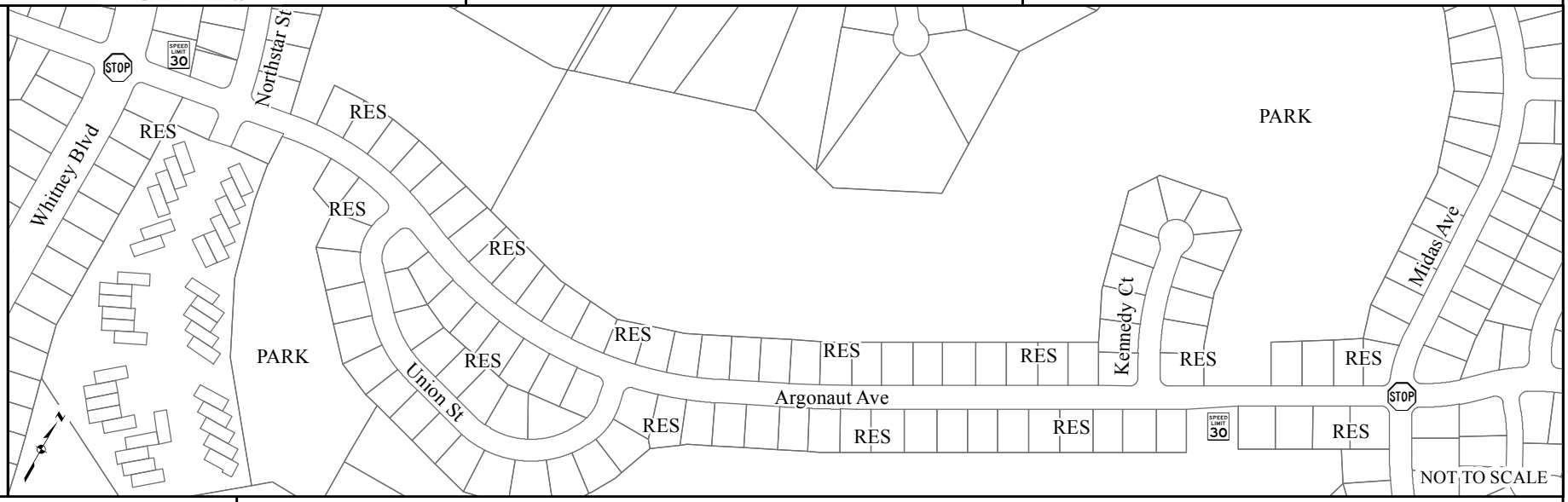
Speed Zone Survey

Road Name:

Argonaut Ave.

Whitney Blvd. to Midas Ave.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	5726
Divider Type	Painted
Critical Speed	37
Pace Speed	28 - 37
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
2	2	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☐

Street: Argonaut **Location:** Kennedy Ct - Union Ct

Segment: Whitney - Midas

Length: 0.66 **Direction:** both

SPEED SURVEY

Date: 05/03/2018 **Day:** Thursday **Time:** 9AM - 10AM

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41	1 1	2
40	1 1	2
39	1 1 1 1	4
38	1	1
37	1 1 1 1 1	5
36	1 1 1 1 1 1 1 1 1	9
35	1 1 1 1 1 1 1 1 1 1 1 1	12
34	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
33	1 1 1 1 1 1 1	7
32	1 1 1 1 1 1 1 1 1 1	10
31	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
30	1 1 1 1 1 1 1 1 1	9
29	1 1 1 1 1 1 1 1 1 1 1 1 1	13
28	1 1 1 1 1 1 1 1	8
27	1 1	2
26		0
25		0
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	114

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	28 - 37	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	2	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	2	0

ROADWAY CONDITIONS

One lane in each direction with no center divider. Street parking on both sides, sidewalks in both directions no bike lanes.

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ATHERTON ROAD
Sunset Boulevard to Lonetree Boulevard

DESCRIPTION/LOCATION

Atherton Road. is a two lane road that is a collector for businesses of light industrial use. It is curvilinear and runs from Sunset Boulevard to Lonetree Boulevard. Throughout both sides of the street there is parking but no bike lanes. From Sunset Boulevard to Menlo Drive there is a raised landscape median and from Menlo Drive to Lonetree Boulevard. There is no center median or lane marking.

There is no recovery area on Atherton Rd. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

There were a total of eight accidents from 2015 to 2017. There were three accidents in 2015, three in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Atherton Rd. between Sunset Blvd. and Lonetree Blvd. is 32 MPH. It is recommended that the speed limit remains 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

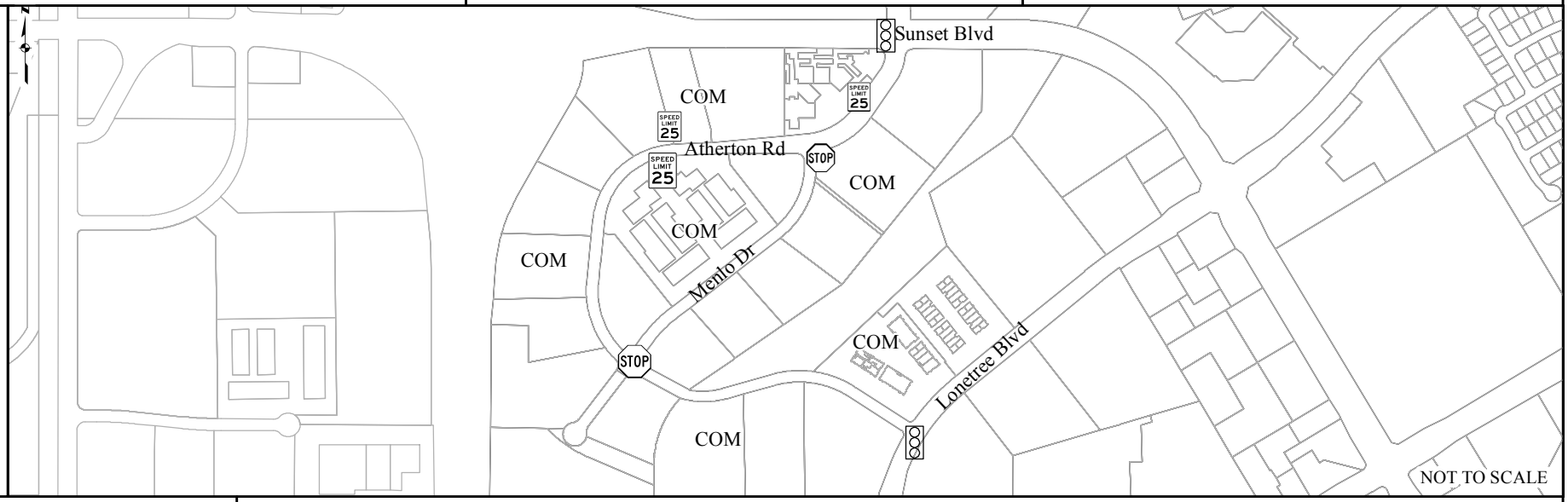
Speed Zone Survey

Road Name:

Atherton Rd.

Sunset Blvd. to Lonetree Blvd.

Strip Map



Roadway Width	42'
Number of Lanes	2
ADT	1779
Divider Type	No Center Median
Critical Speed	32
Pace Speed	23 - 32
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
3	3	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Atherton **Location:** Integra Realty Resources

Segment: Sunset - Lonetree

Length: 0.82 Miles **Direction:** both

SPEED SURVEY

Date: 06/27/2018 **Day:** Wednesday **Time:** 1:50pm - 2:53pm

Weather: Sunny **Observer:** Ali/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39	1	1
38	1 1	2
37		0
36	1 1	2
35	1 1	2
34	1 1 1 1	4
33	1 1 1	3
32	1 1 1 1 1 1	6
31	1 1 1 1 1	5
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1	5
28	1 1 1 1 1 1 1 1 1 1 1 1 1	13
27	1 1 1 1 1	5
26	1 1 1 1 1 1 1 1 1 1 1 1	12
25	1 1 1 1 1 1 1	7
24	1 1 1 1 1 1 1 1 1	9
23	1 1 1 1 1 1 1 1 1 1	10
22	1	1
21	1 1 1	3
20	1 1 1 1	4
19		0
18	1	1
17		0
16	1	1
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	27	MPH
Pace:	23 -32	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	1	0
FATAL	0	0	0
TOTAL	3	3	2

ROADWAY CONDITIONS

2 Lane road, parking on both sides, no center median, no bike lane, no recovery area, 45 feet wide

DECLARED SPEED LIMIT: 25 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

BLUE OAKS BOULEVARD
City of Roseville Limit to Sunset Boulevard

DESCRIPTION/LOCATION

Blue Oaks Boulevard is a four lane minor arterial. The roadway runs north-south from the City of Roseville limit to Sunset Boulevard. Parking is restricted on both sides of Blue Oaks Boulevard. There is a class II bike lane on both sides of the street. Significant traffic enters Blue Oaks Boulevard from adjacent elementary schools during pick-up and drop-off times. There is a mixture of land use adjacent to Blue Oaks Boulevard. Nearest to the Roseville border there is retail commercial land use, then transitioning into medium density housing. In addition to medium density housing there is high density housing nearest to the Roseville border and at the intersection of Sunset and Blue Oaks Boulevard. The abutting speed limit in the city of Roseville is 45 MPH.

There is no recovery area on Blue Oaks Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were fourteen collisions on Blue Oaks Blvd. from 2015 to 2017. There were six accidents in 2015, six in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Blue Oaks Blvd. between Sunset Blvd. and the Roseville City Limit is 48 MPH. It is recommended that the speed limit remains 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

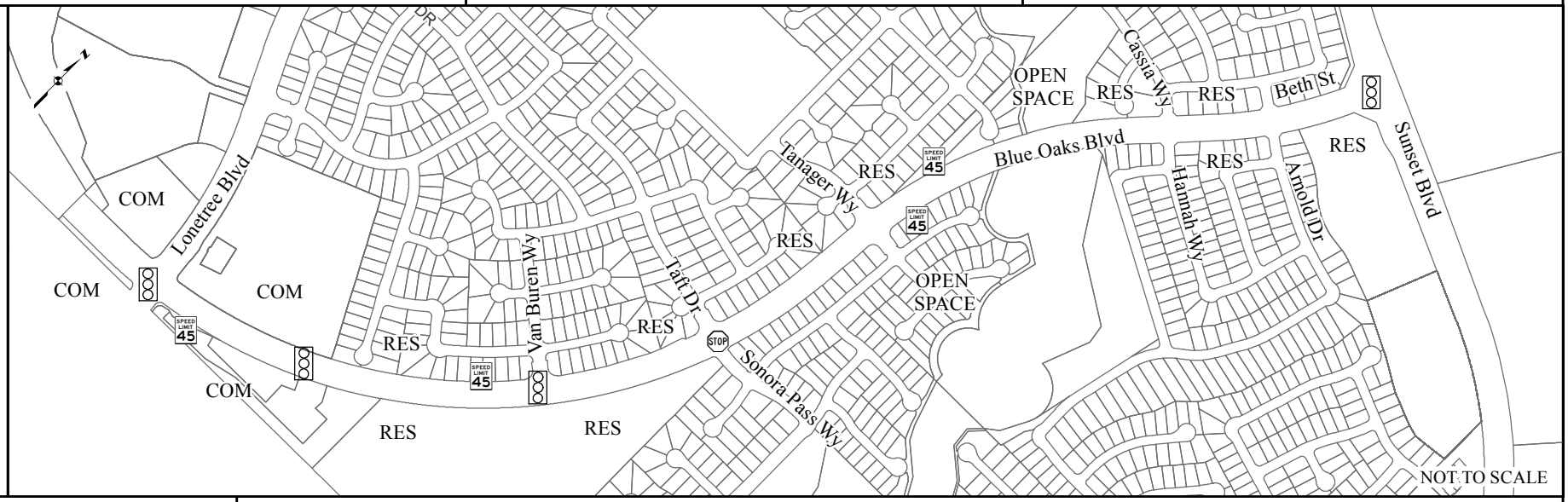
Speed Zone Survey

Road Name:

Blue Oaks Blvd.

Sunset Blvd. to Roseville Border

Strip Map



Roadway Width	72'
Number of Lanes	4
ADT	35,981
Divider Type	Raised Landscaped
Critical Speed	48
Pace Speed	39 - 48
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
6	2	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Blue Oaks **Location:** Westmeath

Segment: Sunset - City Limit

Length: 1.35 mi **Direction:** Both

SPEED SURVEY

Date: 04/18/2018 **Day:** Wed **Time:** 1:50 P.M. - 2:20 P.M.

Weather: Cloudy **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher	1 1	2
60		0
59		0
58		0
57		0
56	1	1
55	1	1
54		0
53	1	1
52		0
51	1 1	2
50	1 1 1 1 1	5
49	1	1
48	1 1 1 1 1 1 1 1 1 1	10
47	1 1 1 1 1 1	6
46	1 1 1 1 1 1 1 1 1	9
45	1 1 1 1 1 1 1 1 1 1 1 1 1	13
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1 1	5
42	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1	8
39	1 1 1 1 1	5
38	1 1 1 1	4
37	1 1 1	3
36	1 1 1	3
35	1 1	2
34	1	1
33		0
32		0
31		0
30		0
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**114**

SPEED DATA

Posted:	**45**	**MPH**
85th %:	**48**	**MPH**
Average:	**44**	**MPH**
Pace:	**39 - 48**	**MPH**

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	9	12	9
INJURY	1	1	0
FATAL	0	0	0
TOTAL	6	2	2

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lane on both side, no recover area.

DECLARED SPEED LIMIT: 45 **MPH**

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

BRIDLEWOOD DRIVE
Wildcat Boulevard to Whitney Ranch Parkway

DESCRIPTION/LOCATION

Bridlewood Drive is a two-lane residential major collector street with class II bike lanes. It is curvilinear and connects Wildcat Boulevard and Whitney Ranch Parkway. Bridlewood Drive provides residential access to low and medium density housing, and access to an elementary school. Bridlewood also provides access to Fire Station 3 and Margaret Azevedo Community Park, which are located on Wildcat Boulevard near the West Stanford Ranch Road intersection.

There is no recovery area on Bridlewood Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were eight collisions on Bridlewood Dr. from 2015 to 2017. There were two accidents in 2015, four in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Bridlewood Dr. is 39 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

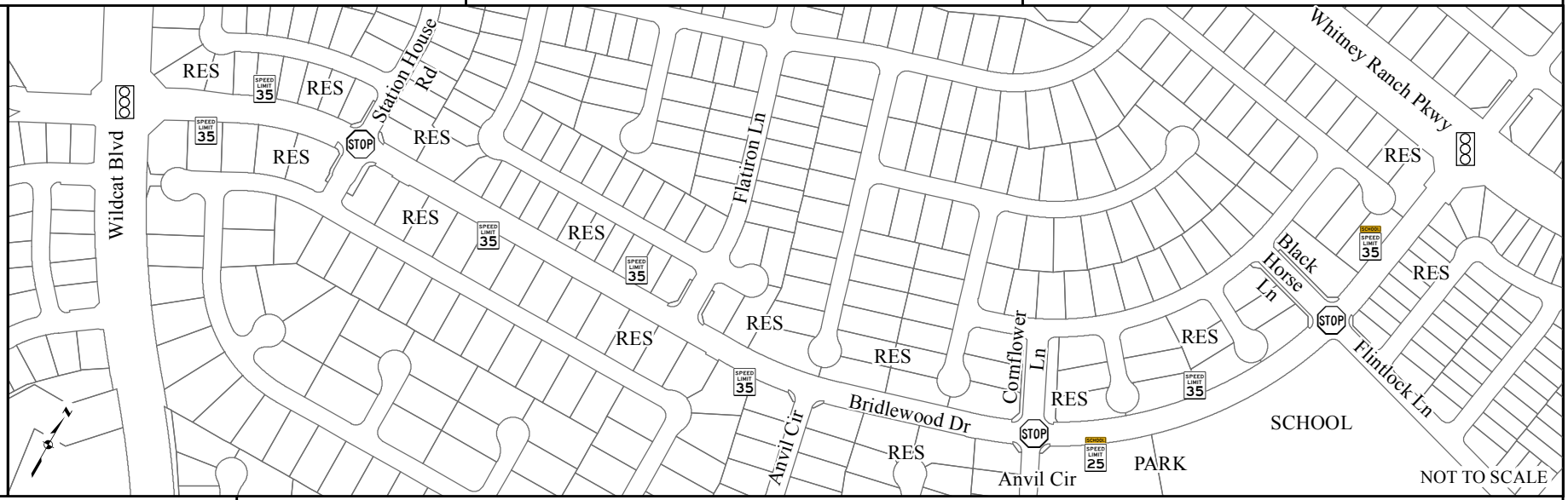
Speed Zone Survey

Road Name:

Bridlewood Dr.

Wildcat Blvd. to Whitney Ranch Pkwy.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	2347
Divider Type	Painted
Critical Speed	39
Pace Speed	29 - 38
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
2	4	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume

Heavy Traffic Volume

Street: Bridlewood **Location:** Flatiron Ln

Segment: Wildcat - Whitney Ranch

Length: .74 Miles **Direction:** Both

SPEED SURVEY

Date: 04/26/2018 **Day:** Thursday **Time:** 2:18pm - 3:01pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47	1 1	2
46		0
45	1 1	2
44	1 1	2
43	1 1 1 1	4
42	1	1
41	1 1	2
40	1 1	2
39	1 1	2
38	1 1 1 1 1 1 1	7
37	1 1 1 1	4
36	1 1 1 1 1 1	6
35	1 1	2
34	1 1 1 1 1 1 1 1 1 1 1 1	12
33	1 1 1 1 1 1 1 1 1	9
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
31	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1 1 1 1	8
28	1 1	2
27	1 1 1	3
26	1 1 1	3
25		0
24		0
23	1	1
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	111

SPEED DATA

Posted:	35	MPH
85th %:	39	MPH
Average:	34	MPH
Pace:	29 - 38	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	4	2

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, no recovery area, 40 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

CASA GRANDE AVENUE
Fairway Drive to Lincoln Avenue

DESCRIPTION/LOCATION

Casa Grande Avenue is a local residential road that is curvilinear and runs from Fairway Drive to Lincoln Avenue. This street provides access to medium density housing, and a small park. The street is lined with residential homes and there is parking on both sides of the street.

There are no bike lanes on either side of the street with no recovery area. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were two collisions on Casa Grande Ave. from 2015 to 2017. There was one accident in 2015, zero in 2016, and one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Casa Grande Ave. is 31 MPH. It is recommended that the speed limit remains 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

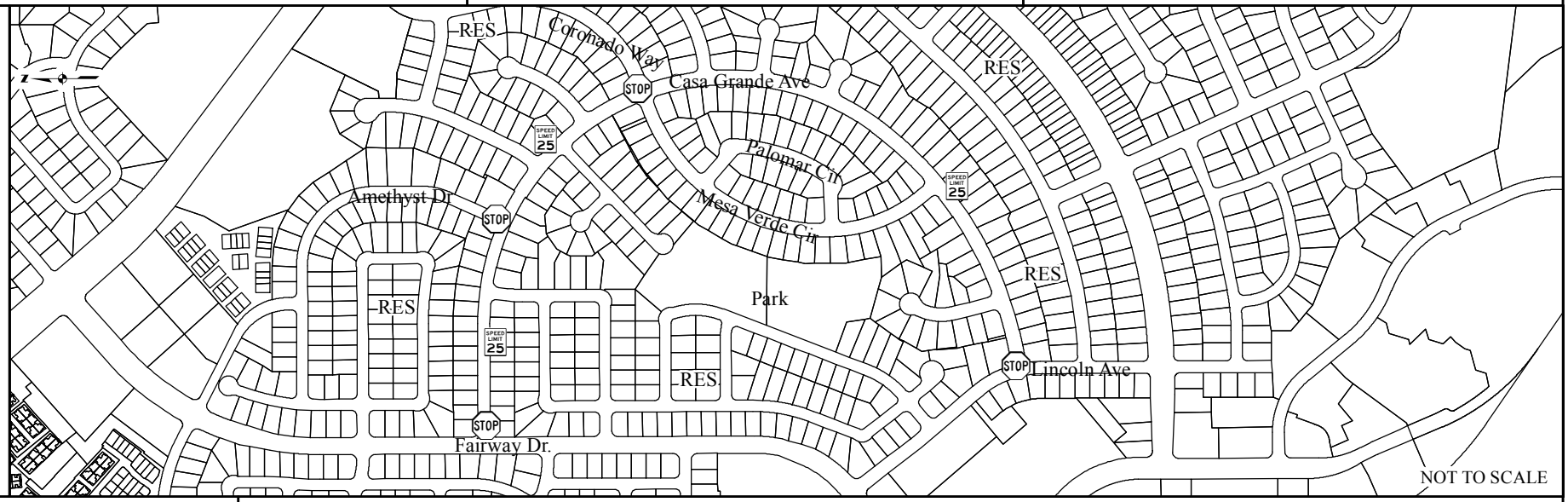
Speed Zone Survey

Road Name:

Casa Grande Ave

Fairway Dr. to Lincoln Ave

Strip Map



Roadway Width	40'
Number of Lanes	2
ADT	5450
Divider Type	Painted
Critical Speed	31
Pace Speed	22 - 31
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
1	0	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area RES		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	

Street: Casa Grande **Location:** 5725 Casa Grande

Segment: Fairway Dr - Lincoln Ave

Length: 0.72 Miles **Direction:** both

SPEED SURVEY

Date: 6/27/2018 & 6/28/2018 **Day:** Wednesday & Thursday **Time:** 8:42am - 9:42am & 12:34pm - 3:10pm & 9:34am - 9:51am

Weather: Sunny **Observer:** Ali/Nick/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38		0
37	1	1
36		0
35	1 1 1	3
34	1	1
33	1 1	2
32	1 1 1 1	4
31	1 1 1 1 1 1 1	7
30	1 1 1 1	4
29	1 1 1 1 1 1 1 1 1 1 1	11
28	1 1 1 1 1 1 1 1 1 1	10
27	1 1 1 1 1 1 1	7
26	1 1 1 1 1 1 1 1 1 1 1 1	12
25	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
24	1 1 1 1 1	5
23	1 1 1	3
22	1 1 1 1 1 1	6
21	1 1	2
20	1 1	2
19	1	1
18	1 1	2
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower	1	1
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	25	MPH
85th %:	31	MPH
Average:	27	MPH
Pace:	22 - 31	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	0	1

ROADWAY CONDITIONS

One travel lane is on each side; each travel lane is 20.2' wide. No bike lane no recovery area, parking on both sides of street

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

CHINA GARDEN ROAD
Aguilar Road to End

DESCRIPTION/LOCATION

China Garden Road is a two-lane major collector that runs north-south beginning at Aguilar Road and ending approximately 400 feet south of the Rustic Hills subdivision. China Garden Road runs parallel with Interstate 80. This roadway serves a combination of low and medium density housing with one commercial retailer.

China Garden Road has very little recovery area on the west. The eastbound lane may accommodate errant vehicles without being forced into the existing fences. The eastbound lane is bound by curb, gutter and sidewalk while the westbound is not bound by curb, gutter and sidewalk.

COLLISIONS

Accident records show that there were zero (0) collisions on China Garden Rd. from 2015 to 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on China Garden Rd. is 49 MPH. It is recommended that the speed limit remains 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

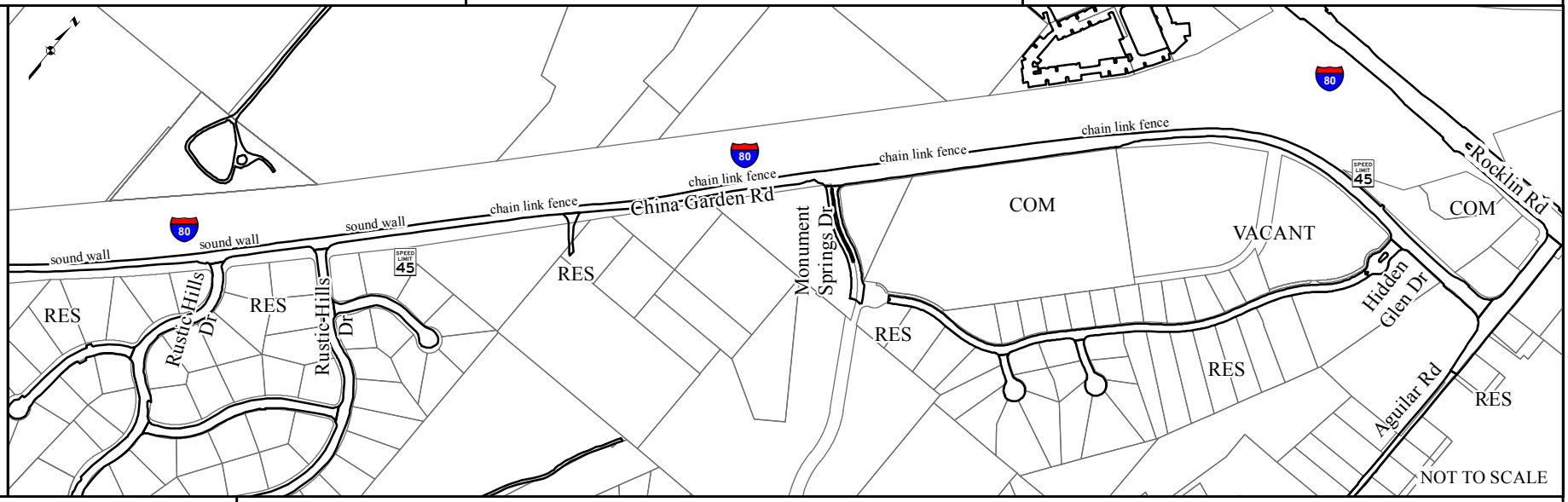
Speed Zone Survey

Road Name:

China Garden Rd.

Aguilar Rd. to End

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1170
Divider Type	Painted
Critical Speed	49
Pace Speed	38 - 47
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☐

Collision History:

2015	2016	2017
0	0	0

Comments:

Some Recovery Area	☒	No Recovery Area	☐
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: CHINA GARDEN RD. **Location:** STREETLIGHT #C3538

Segment: AGUILAR RD TO END

Length: 1.10 miles **Direction:** both

SPEED SURVEY

Date: 05/30/2018 **Day:** Wednesday **Time:** 12 pm - 2:25 pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57	1	1
56	1	1
55	1	1
54	1	1
53		0
52		0
51	1 1	2
50	1 1 1 1	4
49	1 1 1 1 1	5
48	1 1	2
47	1 1 1 1 1	5
46	1 1 1	3
45	1 1 1 1 1 1 1 1 1	9
44	1 1 1 1 1 1 1	7
43	1 1 1 1 1 1 1 1	8
42	1 1 1 1 1	5
41	1 1 1 1 1	5
40	1 1 1 1 1 1 1	7
39	1 1 1 1 1 1	6
38	1 1 1 1	4
37	1	1
36	1 1 1 1 1 1	6
35	1 1 1 1	4
34	1 1	2
33	1	1
32	1 1 1 1	4
31	1 1	2
30		0
29	1	1
28	1 1 1	3
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	45	MPH
85th %:	49	MPH
Average:	42	MPH
Pace:	38 - 47	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 lane road with painted center median, no bike lane, recovery area on one side, 54 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

CLOVER VALLEY ROAD
Midas Avenue to Rawhide Road

DESCRIPTION/LOCATION

Clover Valley Road. is a two-lane residential collector street that runs north-south starting at Midas Avenue and ending at Rawhide Road. It provides residential access and serves both low and medium density housing, as well as access to a neighborhood park.

There is no recovery area on Clover Valley Road. It is bound by curb, gutter and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there was one collision on Clover Valley Rd. from 2015 to 2017. That collision occurred in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Clover Valley Rd. is 37 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

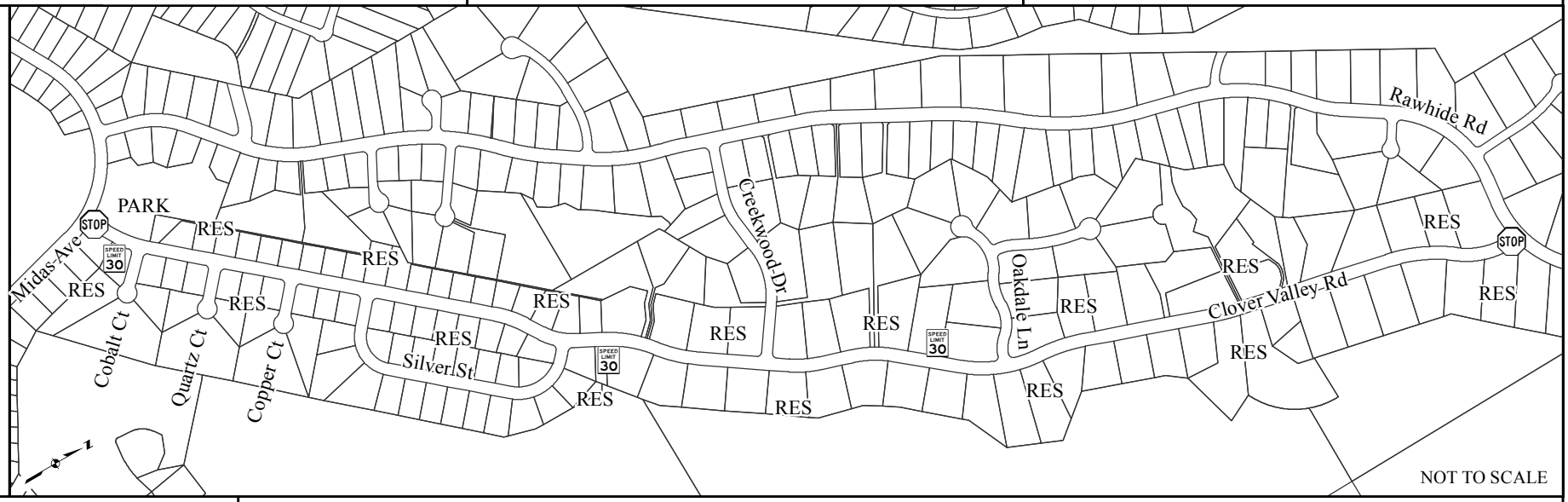
Speed Zone Survey

Road Name:

Clover Valley Rd.

Midas Ave. to Rawhide Rd.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1257
Divider Type	Painted
Critical Speed	37
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☒
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
0	0	1

Comments:

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Clover Valley **Location:** Silver St. N-S

Segment: Midas - End

Length: 1.29 Miles **Direction:** Both

SPEED SURVEY

Date: 04/24/2018 **Day:** Tuesday **Time:** 2:35pm - 3:58pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47	1 1	2
46		0
45		0
44		0
43	1 1	2
42		0
41	1 1 1	3
40	1 1	2
39	1	1
38	1 1 1	3
37	1 1 1 1	4
36	1 1 1 1 1	5
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1 1 1 1 1 1 1 1	12
33	1 1 1 1	4
32	1 1 1 1 1	5
31	1 1 1 1 1 1 1	7
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
29	1 1 1 1 1 1	6
28	1 1 1 1 1 1	6
27	1 1 1 1 1 1 1	7
26	1	1
25	1 1 1	3
24	1	1
23	1	1
22		0
21		0
20	1	1
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	1

ROADWAY CONDITIONS

2 travel lanes, painted median, no bike lanes, recovery area, 37 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

CREST DRIVE
Stanford Ranch Road to Park Drive

DESCRIPTION/LOCATION

Crest Drive is a curvilinear, major collector connecting Stanford Ranch Road and Park Drive. Crest Drive provides access to a fire station, medium density housing, a park and an elementary school. Crest Drive could also be used to bypass traffic between two minor arterials; Stanford Ranch Road and Park Drive between Stanford Ranch Road and Park Drive there is an elementary school and high school within 0.4 square miles of each other. Therefore Crest will experience more traffic during school start and end times, and possibly be a route to avoid traffic. This area also has pedestrian and bicycle activity due to surrounding land use and destinations.

Crest Drive is bounded by curb, gutter and sidewalks on both sides. This street has no recovery area for errant vehicles.

COLLISIONS

Accident records show that there were twenty collisions on Crest Dr. from 2015 to 2017. There were eight accidents in 2015, five in 2016 and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Crest Dr. is 41 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

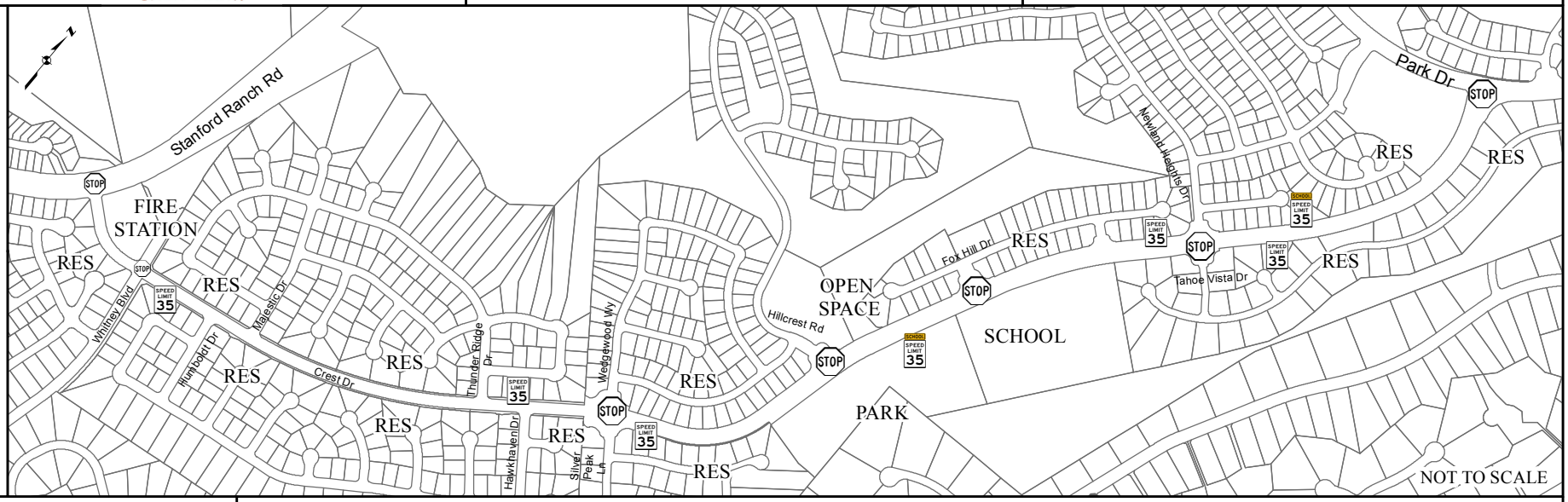
Speed Zone Survey

Road Name:

Crest Dr.

Stanford Ranch Rd. to Park Dr.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	11,790
Divider Type	Painted
Critical Speed	41
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	X
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
8	5	7

Comments:
Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume: X
Heavy Traffic Volume:

Street: Crest **Location:**

Segment: Stanford Ranch- park

Length: 1.54 mi **Direction:** both

SPEED SURVEY

Date: 06/05/2018 **Day:** Tuesday **Time:** 3:45 -4:05 PM

Weather: Sunny **Observer:** Nick/Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49	1 1	2
48		0
47	1	1
46	1	1
45	1	1
44	1	1
43	1 1	2
42	1 1 1 1	4
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1	6
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
36	1 1 1 1 1 1 1 1 1 1	10
35	1 1 1 1 1 1 1 1 1 1 1 1 1	13
34	1 1 1	3
33	1 1 1	3
32	1 1 1 1 1 1 1 1 1 1 1	11
31	1 1	2
30	1	1
29	1 1	2
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	37	MPH
Pace:	32-41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	7	0	2
INJURY	0	0	0
FATAL	0	0	0
TOTAL	8	5	7

ROADWAY CONDITIONS

6 travel alnes, with a landscaped median. Bike lanes on both sides with no recovery area.

DECLARED SPEED LIMIT: 35 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

DELMAR AVENUE
Pacific Street to Town of Loomis Border

DESCRIPTION/LOCATION

Delmar Avenue is a two-lane minor collector that runs north-south beginning at Pacific Street and ending at the Town of Loomis Border. This roadway serves a commercial/industrial area and has a quiet-zone-modified railroad crossing. It is signalized at the Pacific Avenue intersection.

There is no recovery area on Delmar Avenue It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on the east side of the street.

COLLISIONS

Accident records show that there was one collision on Del Mar Ave. from 2015 to 2017. That collision occurred in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Delmar Ave. is 41 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

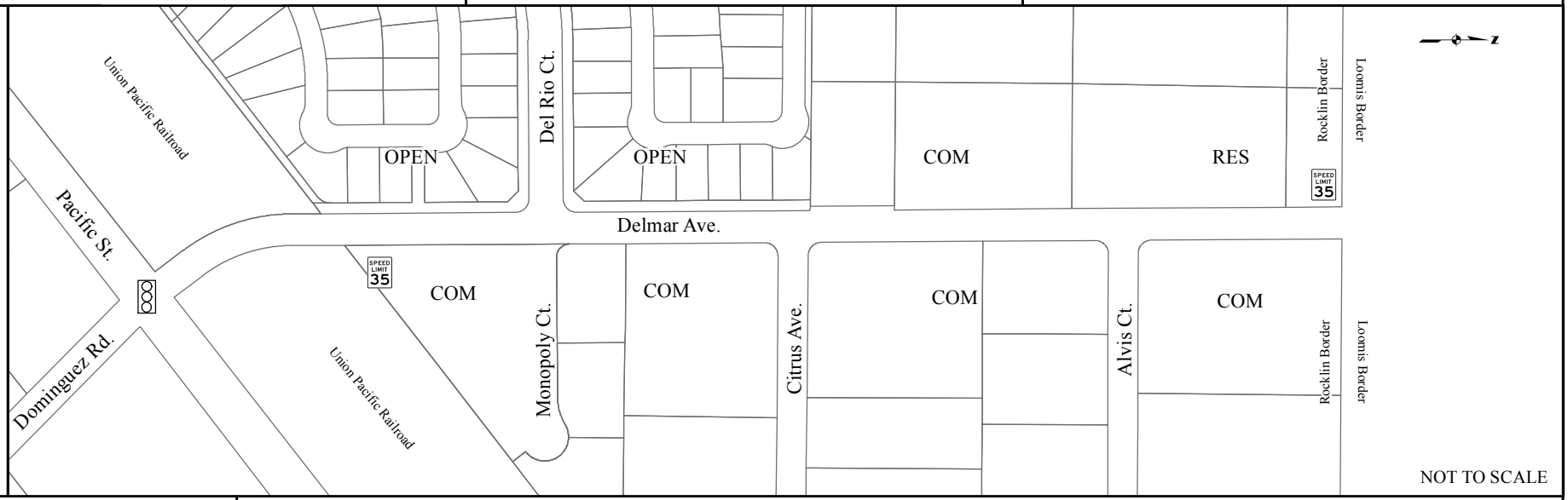
Speed Zone Survey

Road Name:

Delmar Ave.

Pacific St. to Loomis Border

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	3953
Divider Type	Painted
Critical Speed	41
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☐

Collision History:

2015	2016	2017
0	0	1

Comments:

No parking on both sides of road

Some Recovery Area	☒	No Recovery Area	☐
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Del Mar **Location:** Monopoly - Citrus

Segment: Pacific - City Limit

Length: 0.42 **Direction:** both

SPEED SURVEY

Date: 04/30/2018 **Day:** Mon **Time:** 2:44 P.M. - 3:15 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54	1	1
53		0
52	1	1
51		0
50		0
49		0
48	1	1
47	1	1
46	1	1
45	1	1
44	1 1	2
43		0
42	1 1	2
41	1 1 1 1 1 1 1	7
40	1 1 1 1 1 1 1	7
39	1 1 1 1	4
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
36	1 1 1 1 1 1 1 1 1	9
35	1 1 1 1 1 1 1 1 1 1	10
34	1 1 1 1 1 1	6
33	1 1 1 1 1 1	6
32	1 1 1 1 1 1 1	7
31	1 1 1 1 1	5
30	1	1
29	1 1	2
28	1 1 1	3
27	1	1
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	37	MPH
Pace:	32 - 41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	1

ROADWAY CONDITIONS

2 travel lanes, 34' wide, painted divider, no recover area.

DECLARED SPEED LIMIT: 35 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

DOMINGUEZ ROAD
Pacific Street to Granite Drive

DESCRIPTION/LOCATION

Dominguez Road is a two-lane commercial/industrial major collector that runs north-south beginning at Pacific Street, a signalized intersection, and terminating at Granite Drive with a one-way stop control. This roadway has a railroad crossing, used by Union Pacific Railroad to access commercial areas, and several commercial driveways along the roadway.

Dominguez Road is generally a straight road, but has a large sweeping horizontal curve approximately half way down the road that decreases sight distance.

COLLISIONS

Accident records show that there were three collisions on Dominguez Rd. from 2015 to 2017. There were zero accidents in 2015, two accidents in 2016, and one accident in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Dominguez Rd. is 40 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

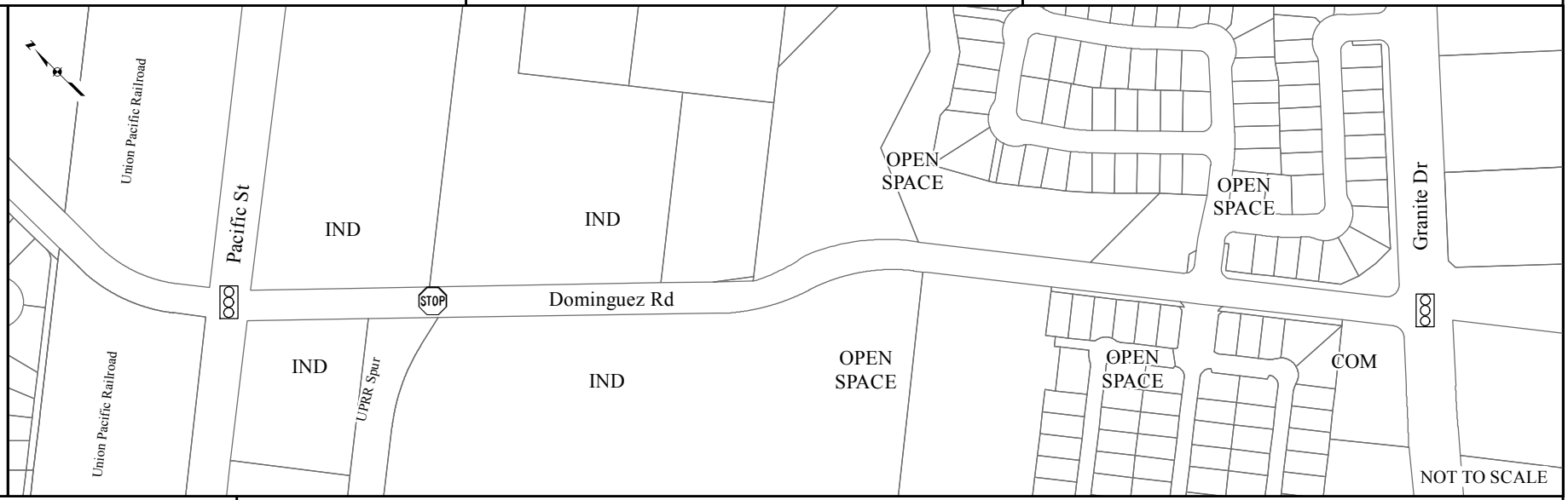
Speed Zone Survey

Road Name:

Dominguez Rd.

Pacific St. to Granite Dr.

Strip Map



Roadway Width	42'
Number of Lanes	2
ADT	3252
Divider Type	Painted
Critical Speed	40
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☐

Collision History:

2015	2016	2017
0	2	1

Comments:

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☐

Street: Dominguez **Location:** 4315 Dominguez Rd.

Segment: Pacific - Granite

Length: 0.45 mi **Direction:** both

SPEED SURVEY

Date: 04/23/2018 **Day:** Mon **Time:** 3:50 P.M. - 4:35 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48	1	1
47	1	1
46	1	1
45	1 1 1	3
44		0
43	1	1
42	1 1 1 1	4
41	1 1 1 1 1 1	6
40	1 1 1 1 1 1 1 1	8
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1	9
36	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1 1 1 1	9
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1	6
31	1 1 1 1	4
30	1 1 1 1	4
29	1 1 1	3
28	1 1	2
27	1	1
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	117

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	36	MPH
Pace:	32 - 41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	2	1

ROADWAY CONDITIONS

2 travel lanes, 42' wide, painted divider, no recover area

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

EAST MIDAS AVENUE
Pacific Street to Grove Street

DESCRIPTION/LOCATION

East Midas Avenue is a minor collector that runs East-West from Pacific Street to Grove Street. This road provides access to retail commercial and medium density housing.

There is no recovery area on East Midas Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

East Midas Avenue is part of the California Road System approved by FHWA and must be surveyed in order to be compliant with that program.

COLLISIONS

Accident records show that there were four collisions on East Midas Avenue from 2020 to 2022. One collision occurred in 2020 and three occurred 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on East Midas Avenue is 28 MPH. It is recommended that the speed limit remain at 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

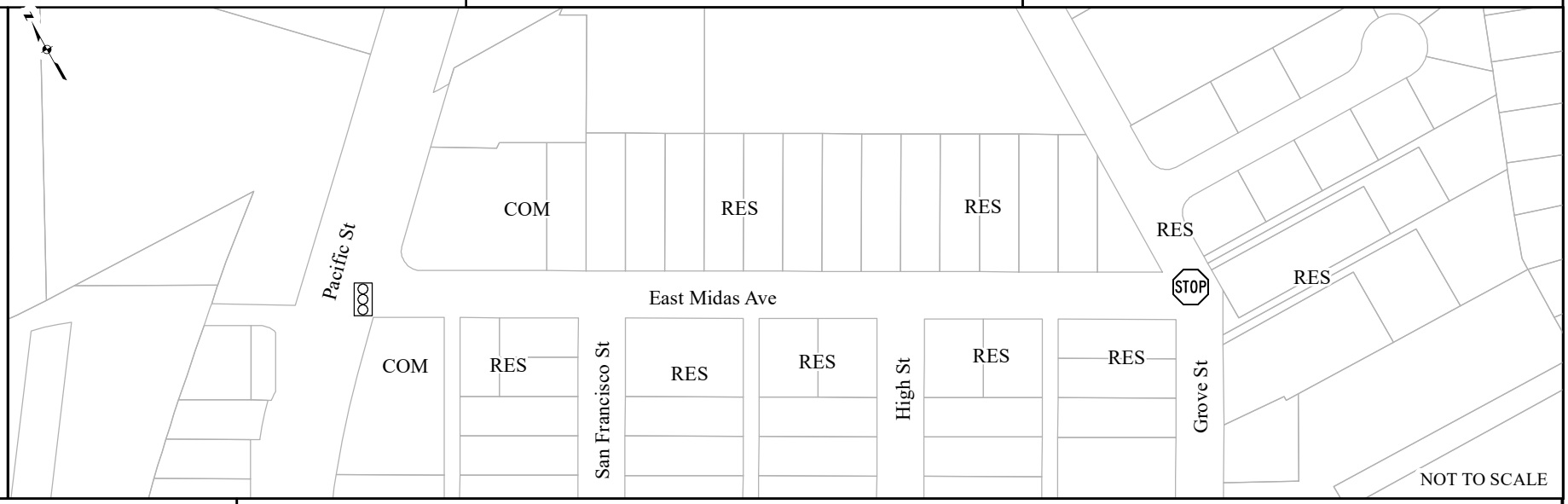
Speed Zone Survey

Road Name:

East Midas Ave.

Pacific St. to Grove St.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	2109
Divider Type	None
Critical Speed	28
Pace Speed	20-29
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☐

Collision History:

2020	2021	2022
1	0	3

Comments:
School bus route.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒
Heavy Traffic Volume ☐

Street: East Midas Avenue **Location:** High Street

Segment: Pacific Street - Grove Street

Length: 0.19 Miles **Direction:** Both

SPEED SURVEY

Date: 10/27/2022 **Day:** Thursday **Time:** 12:00pm - 12:45pm

Weather: Sunny **Observer:** Jose

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38		0
37	1	1
36		0
35		0
34	1 1	2
33		0
32	1 1 1	3
31	1 1	2
30	1 1 1	3
29	1 1	2
28	1 1 1 1 1	5
27	1 1 1 1 1 1 1 1 1 1	10
26	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
25	1 1 1 1 1 1 1 1	8
24	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	21
23	1 1 1 1 1 1 1	7
22	1 1 1 1 1 1 1 1	8
21	1 1 1 1 1 1 1 1	8
20	1 1 1 1 1	5
19		0
18	1 1	2
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	25	MPH
85th %:	28	MPH
Average:	25	MPH
Pace:	20-29	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	1	0	3
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	0	3

ROADWAY CONDITIONS

2 lane road, parking on both sides, no bike lane, no recovery area, no center median, 36 feet wide

DECLARED SPEED LIMIT: 25 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

EL DON DRIVE
Rocklin Road to Sierra College Boulevard

DESCRIPTION/LOCATION

El Don Drive is a curvilinear two-lane residential major collector that runs between Rocklin Road and Sierra College Boulevard. It is signalized at these two intersections. El Don Drive serves the surrounding residential properties south of Rocklin Road. Monte Verde Park is located on El Don Drive just south of Rocklin Road. Residents cross El Don Drive at Wildflower Lane to access this park. There are two areas on El Don Drive that are densely populated: the apartment complex at Sierra College Boulevard and the condominiums south of Monte Vista Park. El Don Drive south of Rocklin Road, in the area of Monte Vista Park, serves as on-street overflow parking for Sierra College, and contributes to large pedestrian volumes during school hours.

There is no recovery area on El Don Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were fourteen collisions on El Don Dr. from 2015 to 2017. There were 5 accidents in 2015, two accidents in 2016, and seven accidents in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on El Don Dr. is 32 MPH. It is recommended that the speed limit remains 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

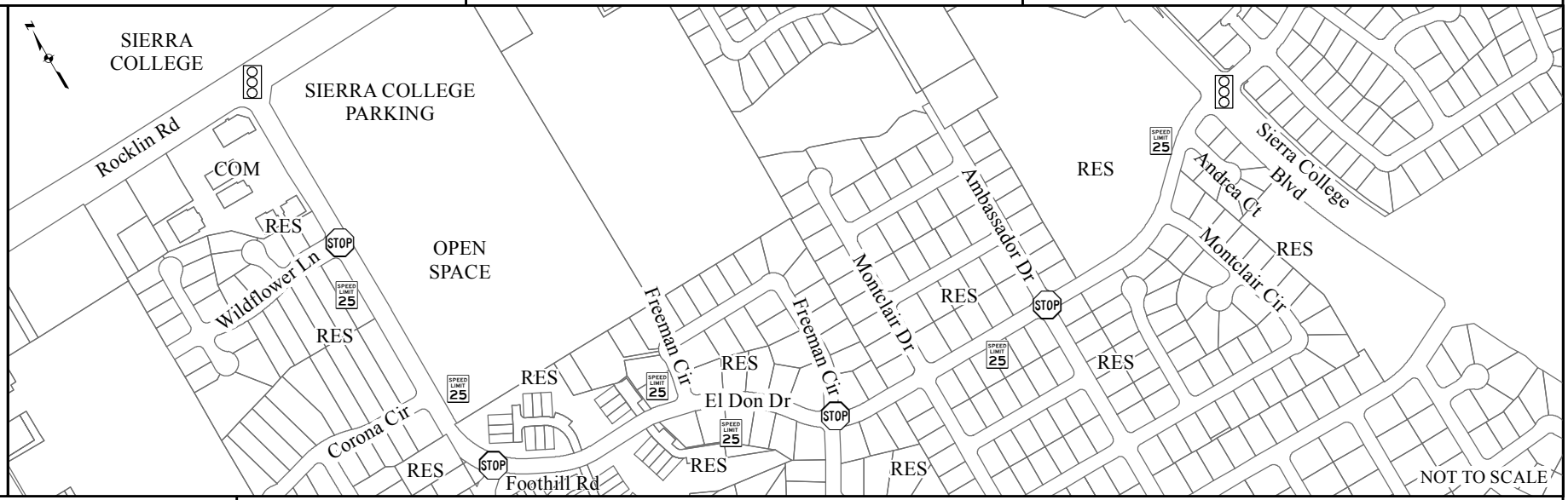
Speed Zone Survey

Road Name:

El Don Dr.

Rocklin Rd. to Sierra College Blvd.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1220
Divider Type	Painted
Critical Speed	32
Pace Speed	24 - 33
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☐

Collision History:

2015	2016	2017
5	2	7

Comments:
Parking on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐
Heavy Traffic Volume ☐

Street: El Don **Location:** 4916 El Don Dr

Segment: Rocklin Rd - Sierra College Blvd

Length: 0.84 Miles **Direction:** both

SPEED SURVEY

Date: 05/22/2018 **Day:** Tuesday **Time:** 1:10PM - 2:50PM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42		0
41		0
40		0
39	1	1
38		0
37		0
36	1	1
35	1 1 1 1	4
34	1 1	2
33	1 1 1 1 1	5
32	1 1	2
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1 1 1	11
29	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
28	1 1 1 1 1 1 1	7
27	1 1 1 1 1 1 1 1 1	9
26	1 1 1 1	4
25	1 1 1 1 1 1 1 1	8
24	1 1 1 1 1 1 1	7
23	1 1 1 1 1	5
22	1 1 1 1	4
21	1 1 1	3
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	28	MPH
Pace:	24 - 33	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	1	2
INJURY	0	0	1
FATAL	0	0	0
TOTAL	5	2	7

ROADWAY CONDITIONS

2 travel lanes, painted center median, no bike lanes, no recovery area, 37 feet wide

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

FAIRWAY DRIVE
Sunset Boulevard to Stanford Ranch Road

DESCRIPTION/LOCATION

Fairway Drive is a major collector that varies between two and four lanes and has a raised center divider near its intersections with Stanford Ranch Road and Sunset Boulevard. It varies in width between 45 feet and 70 feet. There is a daycare center located near the intersection of Sunset Boulevard and Fairway Drive. This center is relatively busy with a number students being dropped off or picked up by their parents at different hours of the day. A retail/commercial center is located at ends of Fairway Drive: one at Sunset Boulevard and one at Stanford Ranch Road. The abutting speed limit in the City of Roseville is 40 MPH.

The roadway is bound by curb, gutter, sidewalk and landscaping with a fence located five feet behind the sidewalk on each side of the road. Other fixed objects include street lights and traffic control signs located within the five foot landscaped area. Parking is not permitted due to the high traffic volume. The striping configuration and number of intersections prevent passing opportunities.

COLLISIONS

Accident records show that there were twenty-one collisions on Fairway Dr. from 2015 to 2017. There were four accidents in 2015, seven in 2016, and ten in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Fairway Dr. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

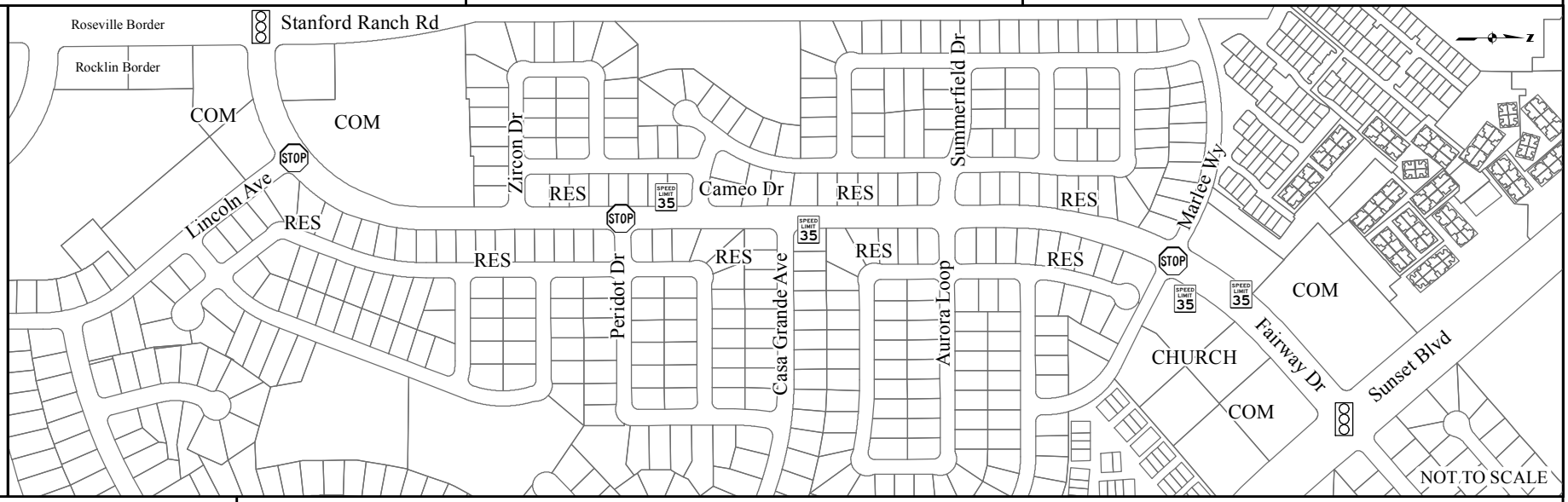
Speed Zone Survey

Road Name:

Fairway Dr.

Sunset Blvd. to Stanford Ranch Rd.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	9298
Divider Type	Painted
Critical Speed	40
Pace Speed	33 - 42
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
4	7	10

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Fairway **Location:** Summerfield / Casa Grande

Segment: Sunset - Stanford Ranch

Length: 0.73 mi **Direction:** both

SPEED SURVEY

Date: 04/23/2018 **Day:** Mon **Time:** 3:10 P.M. - 3:40 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48	1	1
47	1	1
46	1 1	2
45	1 1 1 1	4
44	1	1
43	1 1	2
42	1 1 1	3
41	1 1 1 1	4
40	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
39	1 1 1 1 1 1 1 1 1 1 1 1	12
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19
35	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
34	1 1 1 1 1 1 1 1 1	9
33	1 1 1 1	4
32	1	1
31	1 1 1 1	4
30		0
29	1 1 1	3
28		0
27	1 1	2
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	123

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	37	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	3
INJURY	0	1	0
FATAL	3	6	7
TOTAL	4	7	10

ROADWAY CONDITIONS

2 travel lanes, 47' wide, bike lane on both side, retroreflector and non-retroreflector divider.

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

FARRIER ROAD
Park Drive to Darby Road

DESCRIPTION/LOCATION

Farrier Road is a two lane residential collector with no raised center divider. This road begins at Park Drive, a 3-way signalized intersection, and reconfigures to a local two lane residential road at Darby Road with a 4 way stop control.

Farrier Road is generally a straight road with clear visibility, with the exception of a large horizontal curve near the Pleasant Grove Creek culvert.

Farrier Road also provides access to Twin Oaks Elementary school, contributing moderate pedestrian volumes.

There is no recovery area on Farrier Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were three collisions on Farrier Rd. from 2015 to 2017. There were two accidents in 2015, zero in 2016, and one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Farrier Rd. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

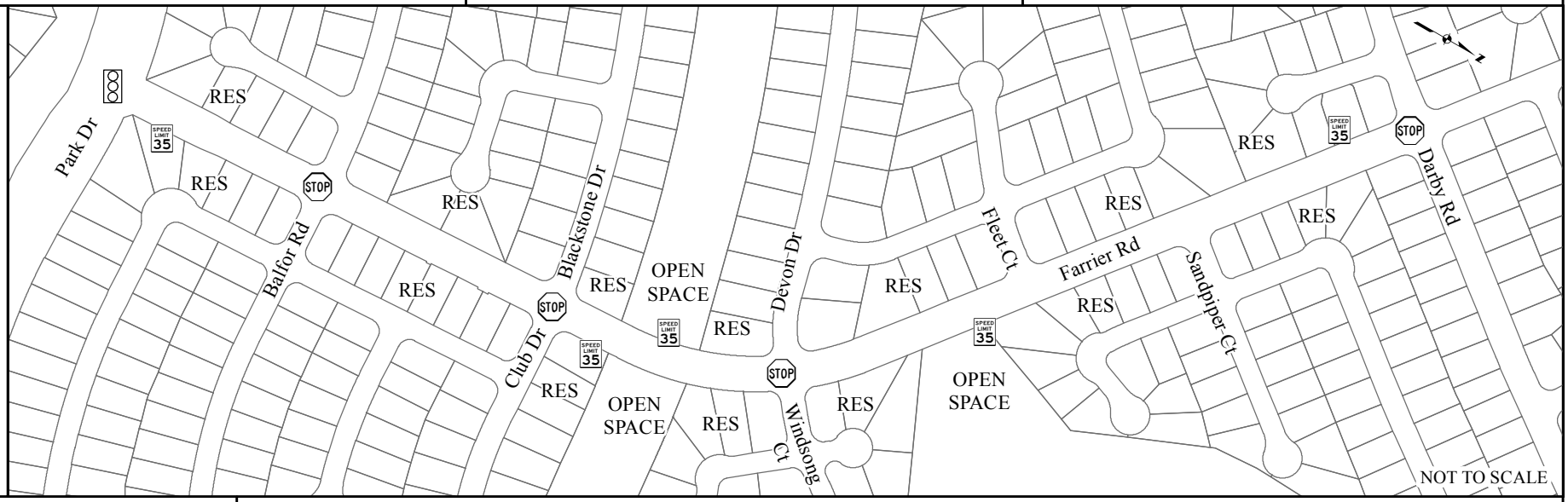
Speed Zone Survey

Road Name:

Farrier Rd.

Park Dr. to Darby Rd.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	3639
Divider Type	Painted
Critical Speed	40
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
2	0	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☐

Street: Farrier **Location:** Fleet cir - sandpiper ct (light pole 1755)

Segment: Park - Darby

Length: .55 Miles **Direction:** Both

SPEED SURVEY

Date: 04/25/2018 **Day:** Wednesday **Time:** 2:22pm - 3:12pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47	1	1
46		0
45	1 1	2
44	1 1	2
43	1	1
42	1 1 1 1	4
41	1 1 1 1 1 1 1	7
40	1 1 1	3
39	1 1 1 1 1	5
38	1 1 1 1 1 1 1 1 1 1 1 1	12
37	1 1 1 1 1 1 1 1 1 1	10
36	1 1 1 1 1 1 1 1 1 1	10
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
32	1 1 1 1 1 1 1 1 1	9
31	1 1 1 1 1	5
30	1 1 1 1 1	5
29		0
28		0
27	1 1 1	3
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	114

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	36	MPH
Pace:	32 - 41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	0	1

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, recovery area, 46 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

FARRON STREET
Pacific Street to Third Street

DESCRIPTION/LOCATION

Farron Street is a two-lane major residential collector that runs east-west beginning at Pacific Avenue, a signalized intersection, and terminating at 3rd Street with a 4-way stop control. This roadway has a railroad crossing and has several intersecting streets controlled by stop signs along the roadway. It provides residential access, as well as access to a community park and junior high school located on 5th Street

COLLISIONS

Accident records show that there were three collisions on Farron St. from 2015 to 2017. There was one accident in 2015, two in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Farron St. is 35 MPH. It is recommended that the speed limit remains 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Farron St.

Pacific St. to Third St.

Strip Map



Roadway Width	38'
Number of Lanes	2
ADT	1793
Divider Type	Painted
Critical Speed	35
Pace Speed	26 - 35
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	X
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
1	2	0

Comments:

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	

Street: Farron Street **Location:** 3605 Farron St

Segment: 3rd - Pacific St

Length: .26 Mile **Direction:** both

SPEED SURVEY

Date: 06/05/2018 **Day:** Tuesday **Time:** 2:32 pm - 3:40pm

Weather: Sunny **Observer:** Ali/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42	1 1	2
41	1	1
40	1 1 1	3
39	1 1	2
38	1 1	2
37	1 1	2
36	1 1 1	3
35	1 1 1 1	4
34	1 1 1 1 1 1 1	7
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1 1	9
31	1 1 1 1 1 1 1	7
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
29	1 1 1 1 1 1	6
28	1 1 1 1 1 1 1 1 1 1	10
27	1 1 1 1	4
26	1 1 1 1 1	5
25	1 1	2
24	1	1
23		0
22	1	1
21	1 1 1	3
20		0
19		0
18	1	1
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	30	MPH
85th %:	35	MPH
Average:	31	MPH
Pace:	26 -35	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	2	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	2	0

ROADWAY CONDITIONS

38 feet wide, 2 travel lanes, parking on one side, no recovery area, no bike lane

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

FIVE STAR BOULEVARD
Stanford Ranch Road to End

DESCRIPTION/LOCATION

Five Star Boulevard is a major collector that connects southwest Rocklin to a large commercial area and highway 65 on the Rocklin/Roseville border. The roadway itself serves a variety of commercial and business parcels. Five Star Boulevard has four lanes and a raised median with turn pockets. South of its intersection with Destiny Drive, the roadway reduces to two lanes with a center left turn lane. It also has a Class II Bikeway for its entire length.

There is no recovery area on Five Star Boulevard. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were eight collisions on Five Star Blvd. from 2015 to 2017. There four accidents in 2015, three in 2016, and one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Five Star Blvd. is 37 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

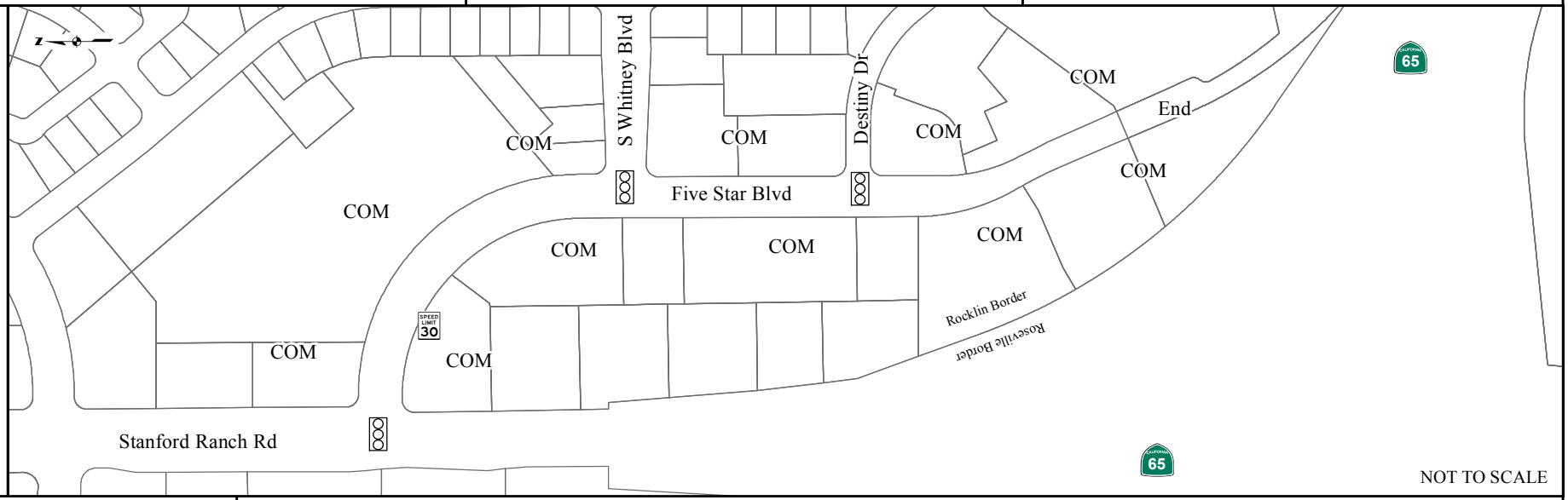
Speed Zone Survey

Road Name:

Five Star Blvd.

Stanford Ranch Rd. to End

Strip Map



Roadway Width	70'
Number of Lanes	4
ADT	11,637
Divider Type	Raised Landscape
Critical Speed	37
Pace Speed	29 - 38
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
4	3	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☒

Street: Five Star **Location:** Five Star Center Sign

Segment: Stanford Ranch - End

Length: 0.38 mi **Direction:** both

SPEED SURVEY

Date: 04/23/2018 **Day:** Mon **Time:** 2:08 P.M. - 3:04 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47		0
46		0
45	1 1	2
44	1 1 1	3
43		0
42	1 1	2
41	1	1
40	1 1	2
39	1 1 1	3
38	1 1 1	3
37	1 1 1 1 1 1 1	7
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1 1	6
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1 1	9
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	20
29	1 1 1 1 1 1 1	7
28	1 1 1	3
27	1 1 1 1 1 1	6
26	1 1	2
25	1 1 1 1 1 1	6
24	1 1 1	3
23		0
22		0
21		0
20		0
19		0
18	1	1
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	123

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	29 - 38	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	1	0	0
FATAL	0	0	0
TOTAL	4	3	1

ROADWAY CONDITIONS

2 travel lanes, 47' wide, bike lane on both side, painted divider.

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

GRANITE DRIVE
Rocklin Road to Sierra Meadows Drive

DESCRIPTION/LOCATION

Granite Drive from Rocklin Road to Sierra Meadows Drive is a 4 lane curvilinear road that runs north-south. Granite Drive is a minor collector that provides access to businesses. It contains a raised landscape median. There is no parking on either side of the street. There are class II bike lanes on both sides of the street.

There is no recovery area on Granite Drive. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were seventeen collisions on Granite Dr. from 2015 to 2017. There four accidents in 2015, nine in 2016, and four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Granite Dr. is 36 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Granite Dr.

Sierra Meadows Dr. to Rocklin Rd.

Strip Map



Roadway Width	80'
Number of Lanes	4
ADT	10,717
Divider Type	Raised Landscape
Critical Speed	36
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
4	9	4

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Granite **Location:** Rocklin Square

Segment: Rocklin Rd - Sierra Meadows

Length: 0.4 Miles **Direction:** both

SPEED SURVEY

Date: 06/19/2018 **Day:** Tuesday **Time:** 2:55pm - 3:08pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45	1	1
44		0
43	1	1
42		0
41		0
40		0
39	1 1 1	3
38	1 1 1	3
37	1 1 1 1	4
36	1 1 1 1	4
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1	8
33	1 1 1 1 1 1 1 1 1 1 1 1	12
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
31	1 1 1 1 1 1	6
30	1 1 1 1 1 1 1 1 1	9
29	1 1 1 1	4
28	1 1 1 1 1 1 1 1 1 1 1 1 1	13
27	1 1 1 1	4
26	1 1 1	3
25	1 1	2
24	1	1
23		0
22	1 1	2
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	106

SPEED DATA

Posted:	30	MPH
85th %:	36	MPH
Average:	32	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	9	4

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, landscape center median, 80 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

GRANITE DRIVE
Sierra Meadows Drive to Dominguez Road

DESCRIPTION/LOCATION

Granite Drive from Sierra Meadows to Dominguez Drive is a 4 lane minor collector that runs north-south. Granite Drive provides access to businesses and contains a raised landscape median. There is no parking on either side of the street. There are class II bike lanes on both sides of the street.

There is no recovery area on Granite Drive. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were thirteen collisions on Granite Dr. from 2015 to 2017. There two accidents in 2015, seven in 2016, and four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Granite Dr. is 45 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Granite Dr.

Sierra Meadows Dr. to Dominguez Rd.

Strip Map



Roadway Width	78'
Number of Lanes	4
ADT	17,553
Divider Type	Raised Landscape
Critical Speed	45
Pace Speed	34 - 43
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
2	7	4

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Granite **Location:** Warren

Segment: Sierra Meadows - Dominguez

Length: 0.75 Miles **Direction:** both

SPEED SURVEY

Date: 06/20/2018 **Day:** Wednesday **Time:** 12:58pm - 1:30pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60	1	1
59		0
58		0
57		0
56		0
55		0
54		0
53	1	1
52	1	1
51		0
50	1	1
49		0
48	1 1 1	3
47	1 1 1 1	4
46	1 1	2
45	1 1 1 1	4
44	1 1	2
43	1 1 1 1 1 1 1 1 1 1 1	11
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1	5
40	1 1 1 1 1 1 1 1 1 1 1 1	12
39	1 1 1 1 1 1 1 1 1 1 1 1	12
38	1 1 1 1 1 1 1 1 1	9
37	1 1 1 1 1 1	6
36	1 1 1 1 1 1 1 1 1	9
35	1 1 1 1 1 1	6
34	1 1 1 1 1	5
33	1 1	2
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	40	MPH
85th %:	45	MPH
Average:	40	MPH
Pace:	34 - 43	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	2	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	7	4

ROADWAY CONDITIONS

4 travel lanes. Bike lanes on both sides, no recovery area, landscape center median, 80 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

GRANITE DRIVE
Dominguez Road to Sierra College Boulevard

DESCRIPTION/LOCATION

Granite Drive from Sierra Meadows to Dominguez Drive is a 4 lane road that runs north south. Granite Drive is a minor collector that provides access to businesses. There is a center left turn lane dividing traffic. There is no parking on either side of the street. There are class II bike lanes on both sides of the street.

There is no recovery area on Granite Drive. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were 18 collisions on Granite Dr. from 2015 to 2017. There seven accidents in 2015, eight in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Granite Dr. is 45 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Granite Dr.

Dominguez Rd. to Sierra College Blvd

Strip Map



Roadway Width	80'
Number of Lanes	4
ADT	9112
Divider Type	Raised Landscape
Critical Speed	45
Pace Speed	36 - 45
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
7	8	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Granite **Location:** Target Driveway

Segment: Dominguez - Sierra College

Length: 0.76 mi **Direction:** Both

SPEED SURVEY

Date: 01/16-17/2018 **Day:** Tue-Wed **Time:** 2:35 P.M. - 3:00 P.M. 1:15 P.M. - 2:00 P.M.

Weather: Cloudy/Sunny **Observer:** JP/LN

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55	1 1	2
54		0
53		0
52	1	1
51	1	1
50	1 1 1	3
49	1 1	2
48	1 1 1 1 1 1	6
47	1 1 1 1	4
46	1 1 1 1 1 1 1	7
45	1 1 1 1 1 1 1 1 1 1	10
44	1 1 1 1 1 1 1 1 1 1 1 1	12
43	1 1 1 1 1 1 1 1 1 1 1 1 1	14
42	1 1 1 1 1 1 1 1 1 1 1 1	12
41	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
40	1 1 1 1 1 1 1 1 1	9
39	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
38	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
37	1 1 1 1 1 1 1 1 1 1 1 1 1	13
36	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19
35	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
34	1 1 1 1 1 1 1 1 1 1 1 1	12
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1 1	8
31	1 1 1 1	4
30	1 1 1 1 1 1	6
29	1 1 1	3
28	1	1
27	1 1	2
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	225

SPEED DATA

Posted:	40	MPH
85th %:	45	MPH
Average:	39	MPH
Pace:	36 - 45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	2	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	7	8	3

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, painted center median with retroreflective yellow markers, 78 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

GROVE STREET
Pacific Street to Rocklin Road

DESCRIPTION/LOCATION

Grove Street is a minor collector that runs North-South from Pacific Street to Rocklin Road. There are class 2 bike lanes on both sides of the street and the roadway is divided by a painted double yellow roadway stripe. This road provides access to medium density housing.

There is no recovery area on Grove Street. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

Grove Street is part of the California Road System approved by FHWA and must be surveyed in order to be compliant with that program.

COLLISIONS

Accident records show that there were no collisions on Grove Street from 2020 to 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Grove Street is 30 MPH. It is recommended that the speed limit remain at 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

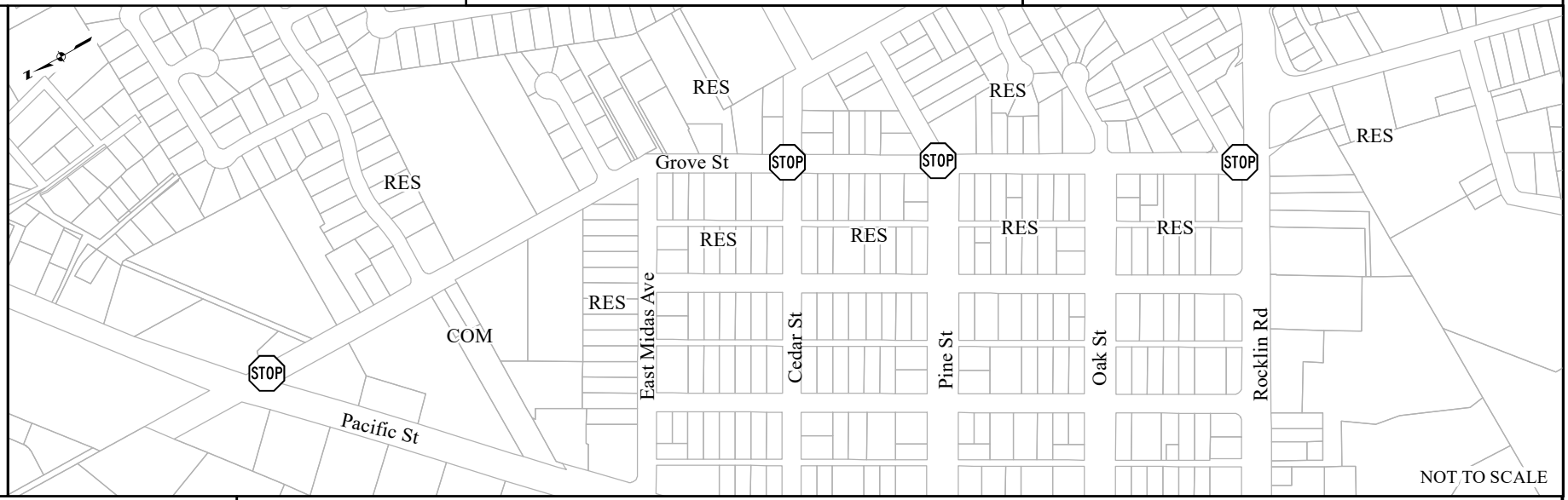
Speed Zone Survey

Road Name:

Grove St.

Pacific St. to Rocklin Rd.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1951
Divider Type	None
Critical Speed	30
Pace Speed	22-31
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2020	2021	2022
0	0	0

Comments:

Class 2 bikeway on both sides of the road.

Some Recovery Area	☐	No Recovery Area	☒	Moderate Traffic Volume	☒
School Site Access	☐			Heavy Traffic Volume	☐

Street: Grove Street **Location:** East Midas Avenue

Segment: Pacific Street - Rocklin Road

Length: 0.63 Miles **Direction:** Both

SPEED SURVEY

Date: 11/15/2022 **Day:** Tuesday **Time:** 12:05pm - 1:30pm

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42	1	1
41		0
40	1 1	2
39	1	1
38	1	1
37		0
36		0
35	1	1
34		0
33	1	1
32	1 1	2
31	1 1 1 1	4
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1 1 1 1 1 1 1	11
28	1 1 1 1 1 1 1 1 1	9
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
25	1 1 1 1 1 1 1 1 1	9
24	1 1 1 1 1 1 1 1	8
23	1 1 1 1 1 1 1 1 1	9
22	1 1 1 1	4
21	1	1
20	1	1
19	1 1 1	3
18		0
17		0
16	1	1
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	25	MPH
85th %:	30	MPH
Average:	27	MPH
Pace:	22-31	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 travel lanes, painted double yellow centerline, bike lanes on both sides, no recovery area, 36 feet wide

DECLARED SPEED LIMIT: 25 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

LONETREE BOULEVARD
Blue Oaks Boulevard to West Oaks Boulevard

DESCRIPTION/LOCATION

Lonetree Boulevard is a four lane minor arterial road that provides access to residential areas as well as to a major commercial zone, open space and Kathy Lund Community Park. The roadway is separated by a landscaped median with left turn pockets.

There are four intersections that provide access to residential developments off of Lonetree Boulevard, three of which are signalized and directly across from commercial access. The roadway as has a Class II Bikeway for its entire length and parking is prohibited on both sides.

There is no recovery area on Lonetree Boulevard. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were twenty-eight collisions on Lonetree Blvd. from 2015 to 2017. There were twelve accidents in 2015, thirteen in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Lonetree Blvd. is 43 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

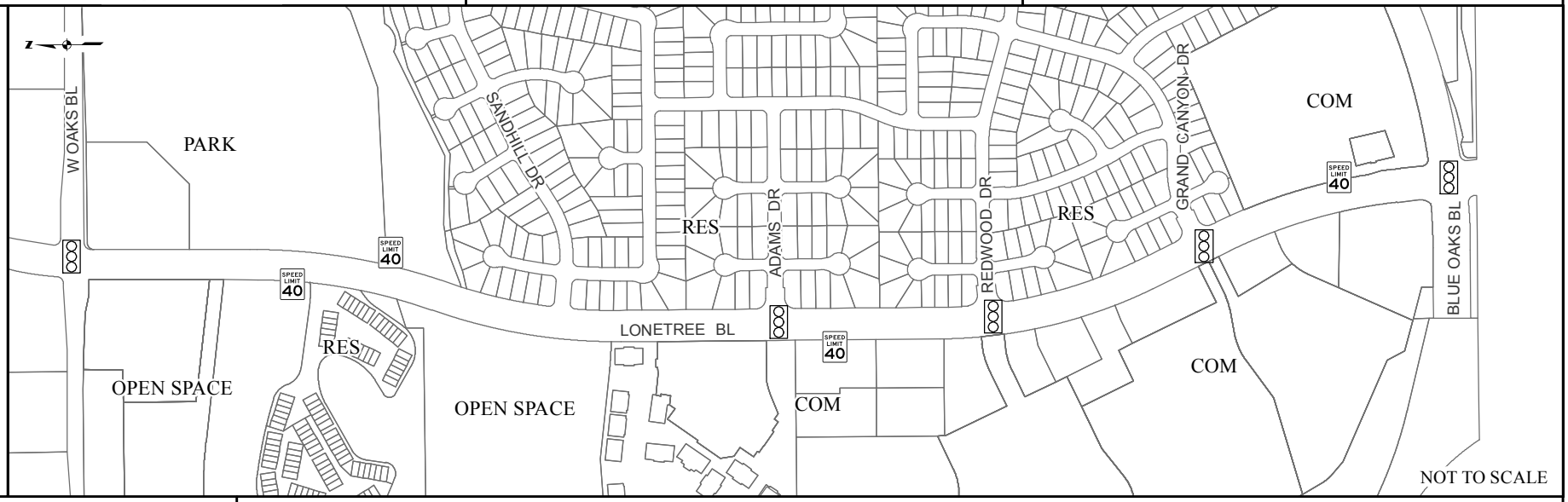
Speed Zone Survey

Road Name:

Lonetree Blvd.

Blue Oaks Blvd. to West Oaks Blvd.

Strip Map



Roadway Width	72'
Number of Lanes	4
ADT	27,208
Divider Type	Raised Landscaped
Critical Speed	43
Pace Speed	33 - 42
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2015	2015
12	13	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Lonetree Blvd **Location:** Chevy's Fresh Mex

Segment: Blue Oaks - West Oaks

Length: 1 miles **Direction:** both

SPEED SURVEY

Date: 06/06/2018 **Day:** Wednesday **Time:** 2:50pm - 3:40pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50	1	1
49	1	1
48	1	1
47	1 1	2
46	1	1
45	1 1	2
44	1 1 1 1	4
43	1 1	2
42	1 1 1 1 1 1 1	7
41	1 1 1	3
40	1 1 1 1 1 1 1 1 1 1	9
39	1 1 1 1	4
38	1 1 1 1 1 1	6
37	1 1 1 1 1 1 1	7
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1	6
33	1 1 1 1 1 1 1 1	8
32	1 1 1 1 1 1	6
31	1 1 1	3
30	1 1 1 1 1 1 1 1 1	8
29	1 1	2
28	1	1
27	1	1
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	40	MPH
85th %:	43	MPH
Average:	37	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	4	4	1
INJURY	1	1	0
FATAL	0	0	0
TOTAL	12	13	3

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lane on both sides, no recovery area, 72' wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

LONETREE BOULEVARD
West Oaks Boulevard to Sunset Boulevard

DESCRIPTION/LOCATION

Lonetree Boulevard is a four lane minor arterial road that provides direct access to light industrial, major commercial and residential areas. This roadway provides access to Kathy Lund Community Park which is a community destination and contributes to pedestrian volumes. The roadway is separated by a landscaped median with left turn pockets. Each major intersection is signalized.

There is no recovery area on Lonetree Boulevard. It is bound by curb, gutter, sidewalk, landscaping and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were five collisions on Lonetree Blvd. from 2015 to 2017. There were two accidents in 2015, one in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Lonetree Blvd. is 47 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

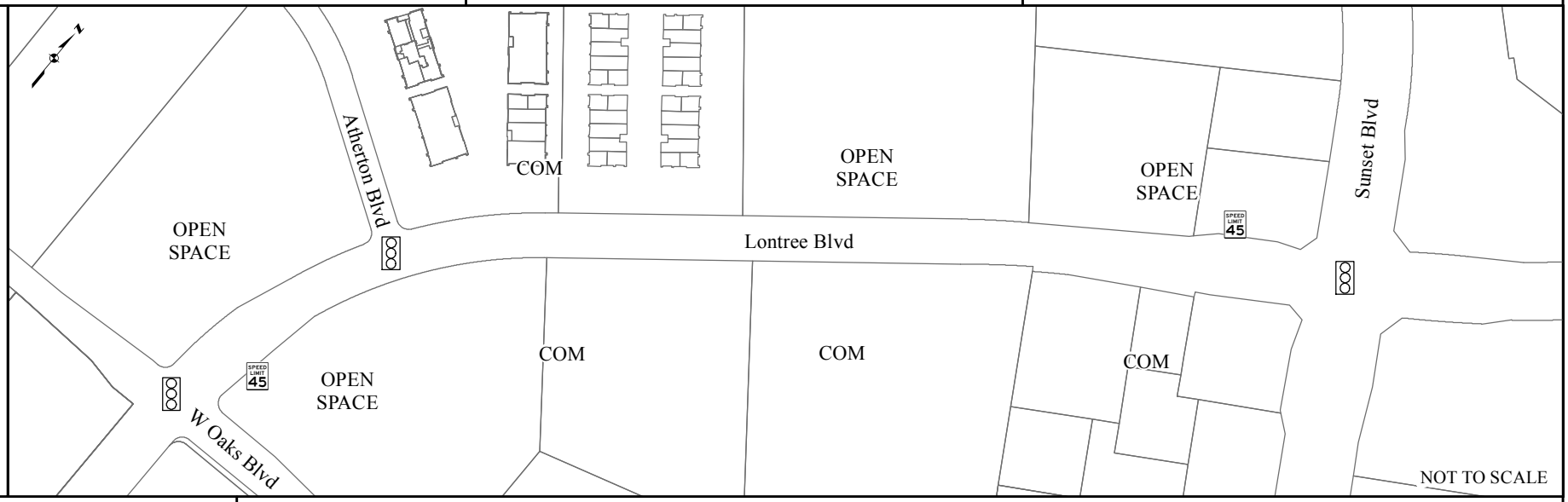
Speed Zone Survey

Road Name:

Lonetree Blvd.

West Oaks Blvd. to Sunset Blvd.

Strip Map



Roadway Width	76'
Number of Lanes	4
ADT	11,542
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	34 - 43
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
2	1	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Lonetree **Location:** Strikes

Segment: West Oaks - Sunset

Length: 0.48 mi **Direction:** both

SPEED SURVEY

Date: 06/07/2018 **Day:** Thursday **Time:** 9:45 - 10:01 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1 1 1	3
50	1 1	2
49		0
48	1 1 1 1 1	5
47	1 1 1 1 1 1 1 1 1	9
46	1 1	2
45	1 1	2
44	1 1 1 1	4
43	1 1 1 1 1 1 1 1 1 1	10
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1 1 1 1 1 1 1	10
40	1 1 1 1 1 1 1 1 1 1 1 1 1	13
39	1 1 1 1 1 1 1 1 1 1 1	11
38	1 1	2
37	1 1 1 1 1 1	6
36	1 1 1	3
35	1 1 1 1 1	5
34	1 1 1 1 1 1	6
33		0
32	1	1
31		0
30		0
29	1	1
28		0
27		0
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	40	MPH
85th %:	47	MPH
Average:	41	MPH
Pace:	34-43	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	1	2

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, with no recovery area. Landscaped median 68 ft wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

MIDAS AVENUE
Pacific Street to Argonaut Avenue

DESCRIPTION/LOCATION

Midas Avenue is a two lane major residential collector with many access streets and no raised center divider. The roadway is curvilinear and has several elevation changes that present sight distance hazards when combined with on-street parking.

Midas Avenue connects to Fifth St., which is the major access to Springview Middle School. This street is used by school children early and mid-afternoon either on foot or on bicycles. There are a number of pedestrians that use this street in their leisure time to access the park. Pedestrians frequently cross the roadway outside of crosswalks.

There is no recovery area on Midas Avenue. It is bound by curb, gutter, sidewalk and fixed objects on both sides. It also has curb cuts in the sidewalk for most of its length that service residential driveways.

COLLISIONS

Accident records show that there were 22 collisions on Midas Ave. from 2015 to 2017. There were three accidents in 2015, twelve in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Midas Ave. is 35 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

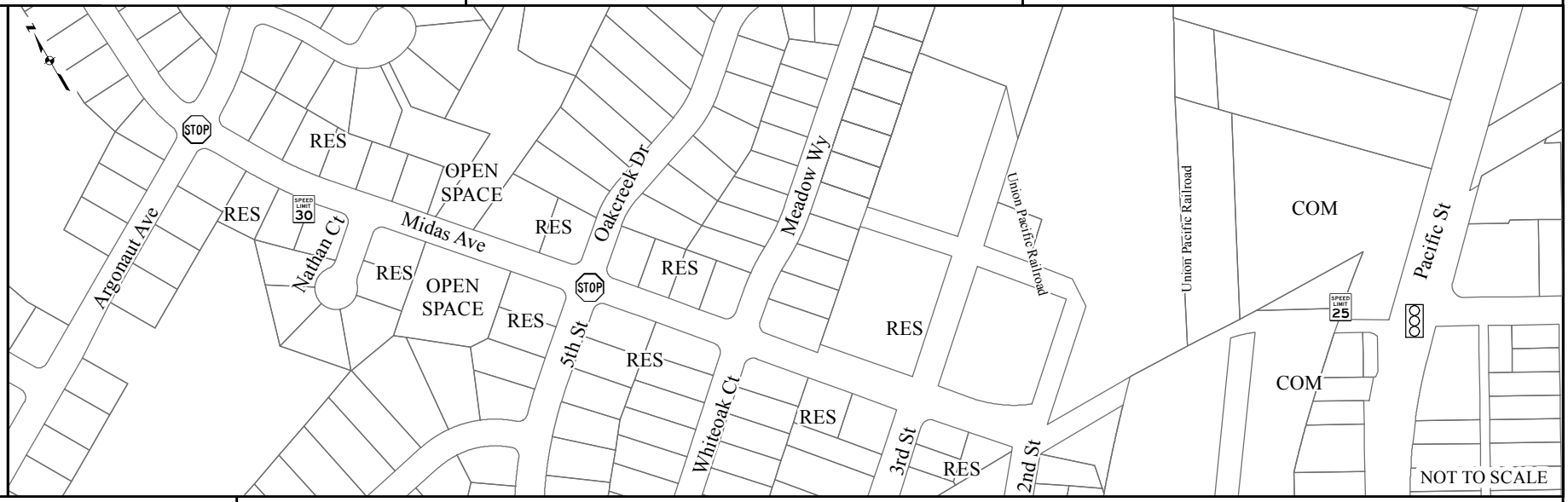
Speed Zone Survey

Road Name:

Midas Ave.

Pacific St. to Argonaut Ave.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	10,279
Divider Type	Painted
Critical Speed	35
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
3	12	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Midas **Location:** 3rd - White Oak

Segment: Pacific - Argonaut

Length: 0.78 Miles **Direction:** both

SPEED SURVEY

Date: 05/03/2018 **Day:** Thursday **Time:** 10am - 11am

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42		0
41		0
40	1	1
39	1	1
38	1 1	2
37	1 1 1 1	4
36	1	1
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1	4
33	1 1 1 1 1 1 1 1 1 1 1 1	12
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1 1 1 1 1 1 1	10
28	1 1 1 1 1	5
27	1 1 1 1 1	5
26		0
25	1 1 1 1 1	5
24	1	1
23	1 1 1 1	4
22		0
21	1 1	2
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	30	MPH
85th %:	35	MPH
Average:	31	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	1	2
INJURY	1	0	1
FATAL	0	0	0
TOTAL	3	12	7

ROADWAY CONDITIONS

This segment crosses two train tracks after 2nd street ther is street parking and no recovery area. No bike lanes and sidewalks on both sides. One lane in each direction with no center divider.

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

MIDAS AVENUE
Argonaut Avenue to Whitney Boulevard

DESCRIPTION/LOCATION

Midas Avenue is a two lane major residential collector with many access streets and no raised center divider. It connects many areas of medium density housing. The roadway is curvilinear and has several elevation changes that present sight distance hazards when combined with on-street parking.

There is no recovery area on Midas Avenue. It is bound by curb, gutter, sidewalk and fixed objects on both sides. It also has curb cuts in the sidewalk for most of its length that service residential driveways.

COLLISIONS

Accident records show that there were eleven collisions on Midas Ave. from 2015 to 2017. There were two accidents in 2015, six in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Midas Ave. is 35 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

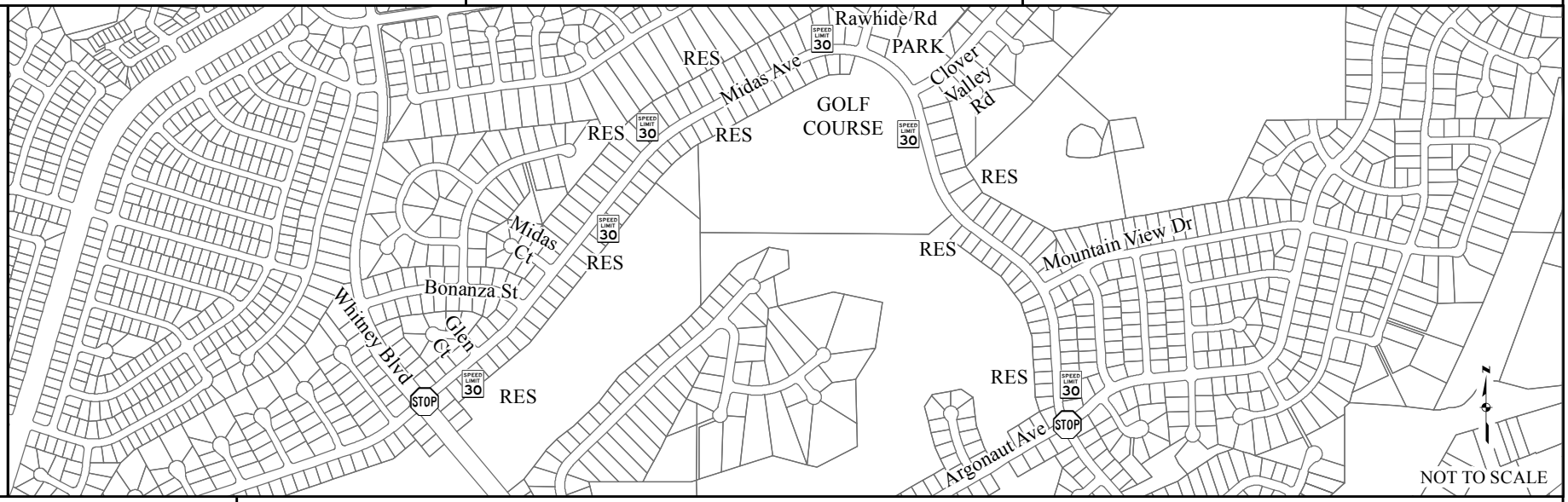
Speed Zone Survey

Road Name:

Midas Ave.

Argonaut Ave. to Whitney Blvd.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	4143
Divider Type	Painted
Critical Speed	35
Pace Speed	28 - 37
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	
Park	X
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
2	6	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Midas **Location:** Rawhide - Midas Ct

Segment: Argonaut - Whitney

Length: 1.18 miles **Direction:** both

SPEED SURVEY

Date: 05/03/2018 **Day:** Thursday **Time:** 1:08pm - 1:43pm

Weather: Sunny **Observer:** Nick/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45	1	1
44	1	1
43		0
42		0
41		0
40		0
39	1 1	2
38		0
37	1 1 1 1	4
36	1 1 1 1	4
35	1 1 1 1 1 1	6
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1 1	7
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	21
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1 1 1 1	10
29	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
28	1 1 1 1 1 1 1	7
27	1 1 1	3
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	30	MPH
85th %:	35	MPH
Average:	32	MPH
Pace:	28 - 37	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	6	3

ROADWAY CONDITIONS

2 travel lanes, Painted median, No bike lane, recovery area, 38 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

MIDAS AVENUE
Whitney Boulevard to End

DESCRIPTION/LOCATION

Midas Avenue is a two lane major residential collector with many access streets and no raised center divider. The roadway is curvilinear and has several elevation changes that present sight distance hazards when combined with on-street parking.

This portion of the road serves medium density housing and ends in a cul-de-sac.

There is no recovery area on Midas Ave. It is bound by curb, gutter, sidewalk and fixed objects on both sides. It also has curb cuts in the sidewalk for most of its length that service residential driveways.

COLLISIONS

Accident records show that there were two collisions on Midas Ave. from 2015 to 2017. Those accidents were in 2016.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Midas Ave. is 37 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

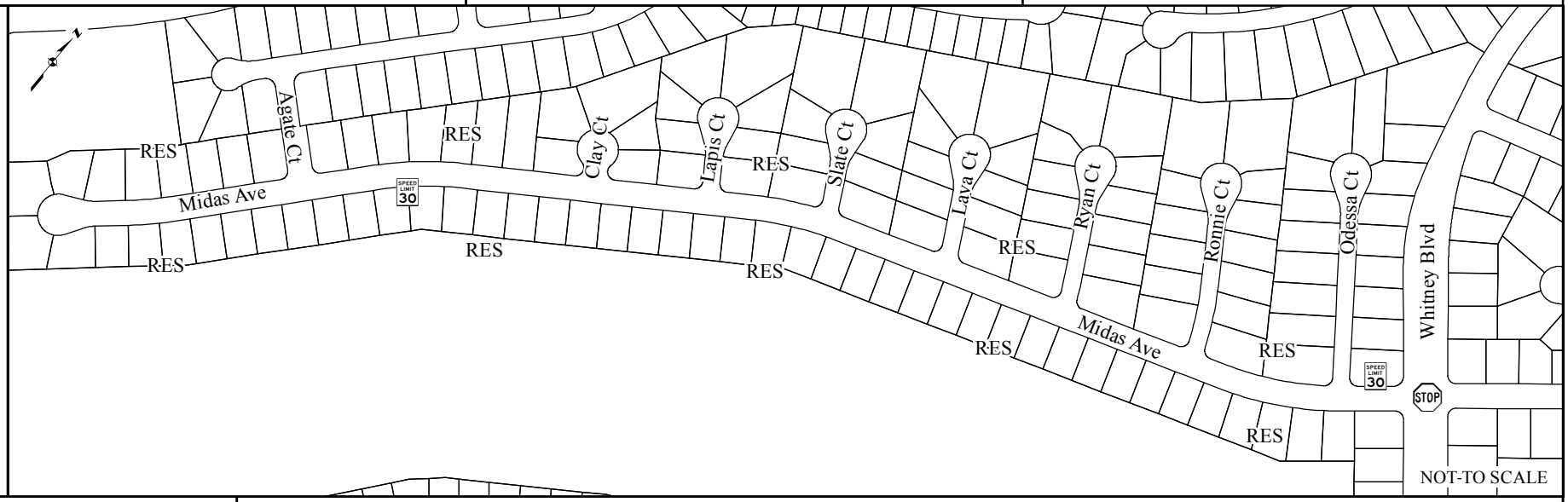
Speed Zone Survey

Road Name:

Midas Ave.

Whitney Blvd. to End

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	1440
Divider Type	Painted
Critical Speed	37
Pace Speed	30 - 39
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
0	2	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Midas **Location:** Ronnie ct/ Ryan ct

Segment: Whitney - End

Length: .64 miles **Direction:** Both

SPEED SURVEY

Date: 05/03/2018 **Day:** Thursday **Time:** 1:45pm - 2:53pm

Weather: Sunny **Observer:** Nick/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46	1	1
45		0
44		0
43		0
42	1	1
41	1	1
40	1	1
39	1 1 1 1 1	5
38	1	1
37	1 1 1 1 1	5
36	1 1 1	3
35	1 1 1 1 1 1	6
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1	6
32	1 1 1 1 1 1 1 1 1 1 1 1	12
31	1 1 1 1 1 1 1	7
30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
29	1 1 1 1 1 1	6
28	1 1 1 1 1 1 1 1	8
27	1 1 1	3
26	1 1	2
25	1 1 1	3
24	1 1	2
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	32	MPH
Pace:	30-39	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	2	0

ROADWAY CONDITIONS

2 Travel lanes, Painted median, Bike lane on both sides, recovery area, 47 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

NIGHTWATCH DRIVE
Sierra College Boulevard to Echo Ridge Road

DESCRIPTION/LOCATION

Nightwatch Drive from Sierra College Boulevard and Echo Ridge Road is a residential road that connects to Sierra College Boulevard. It is a 2 lane road with parking and no bike lanes on both sides. From Sierra College Boulevard to Orion Way there is a landscape center median and from Orion Way to Echo Ridge Road there is only a painted median.

There is no recovery area on Nightwatch Drive and the street is bound by curb and gutter on both sides.

COLLISIONS

Accident records show that there were six collisions on Meyers St from 2015 to 2017. There was one accident in 2015, three accidents in 2016, and two accidents in 2017

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Nightwatch Dr. is 30 MPH. It is recommended that the speed limit remain at 25 MPH. The 5 MPH reduction below the 85th percentile is supported by this roadway's residential density.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

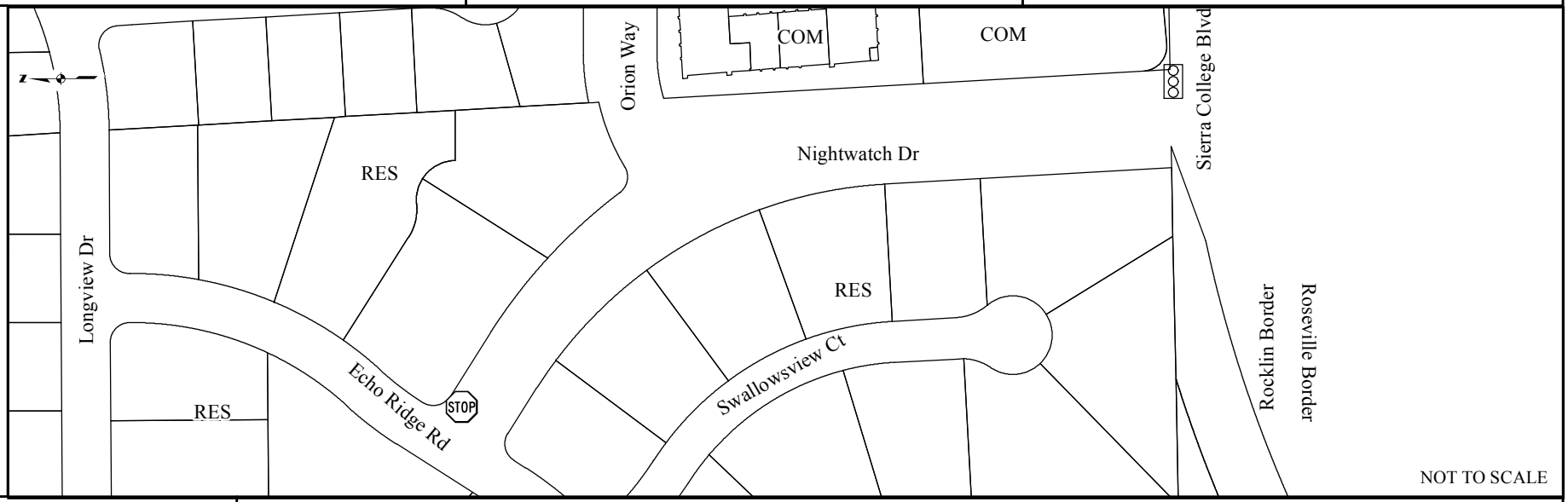
Speed Zone Survey

Road Name:

Nightwatch Dr.

Sierra College Blvd to Echo Ridge Rd.

Strip Map



Roadway Width	48'
Number of Lanes	2
ADT	2455
Divider Type	Raised Landscape
Critical Speed	30
Pace Speed	21 - 30
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☐

Collision History:

2015	2016	2017
1	3	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	Moderate Traffic Volume	☒
School Site Access	☐	No Recovery Area ☒	Heavy Traffic Volume ☐

Street: Nightwatch Dr — Orion Way

Segment: Sierra College Boulevard- Echo Ridge Rd.

Length: 0.17 mi **Direction:** both

SPEED SURVEY

Date: 07/12/2018 **Day:** Thursday **Time:** 10:30 -11:40 AM

Weather: Sunny **Observer:** Ali/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38		0
37		0
36		0
35		0
34		0
33	1 1 1 1	4
32	1 1	2
31	1 1 1 1 1	5
30	1 1 1 1 1 1 1 1	8
29	1 1 1 1 1	5
28	1 1 1	3
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1 1 1 1 1 1 1 1 1	13
25	1 1 1 1 1 1 1 1 1 1 1 1 1	13
24	1 1 1 1 1	5
23	1 1 1 1 1 1 1 1 1 1 1 1	12
22	1 1 1 1 1	5
21	1 1 1 1 1	5
20	1 1 1	3
19	1 1 1 1 1	5
18	1	1
17	1 1	2
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	25	MPH
85th %:	30	MPH
Average:	25	MPH
Pace:	21-30	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	3	2

ROADWAY CONDITIONS

One travel lane in each direction with street parking. There is a landscaped median varying from 7' to 17' wide, except for the last 375 ft, which has no median or striping.

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

OLD RANCH HOUSE ROAD
Whitney Ranch Parkway to Creek Hollow Drive

DESCRIPTION/LOCATION

Old Ranch House Road is a residential collector that runs North-South from Whitney Ranch Parkway to low and medium density residential neighborhoods. It is curvilinear and is marked for class 2 bike lanes on both sides of the street. Parking is not restricted and vehicles are frequently parked near the park locations. The roadway is divided by a painted double yellow roadway stripe. This road provides access to the recreation center, Pernu Park, and intersects with a community class 1 bike trail. North of Creek Hollow Drive, Old Ranch House Road transitions into medium density housing which directly fronts the street.

There is no recovery area on Old Ranch House Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were no collisions on Old Ranch House Road from 2020 to 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Old Ranch House Road is 35 MPH. Per section 22358.6(b), a 5 MPH reduction is being recommended due to the adjacent park, residential development, class 1 bike trail connection, and the pedestrian access to the Whitney Ranch Clubhouse. The recommended speed limit for Old Ranch House Road is 30 MPH.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

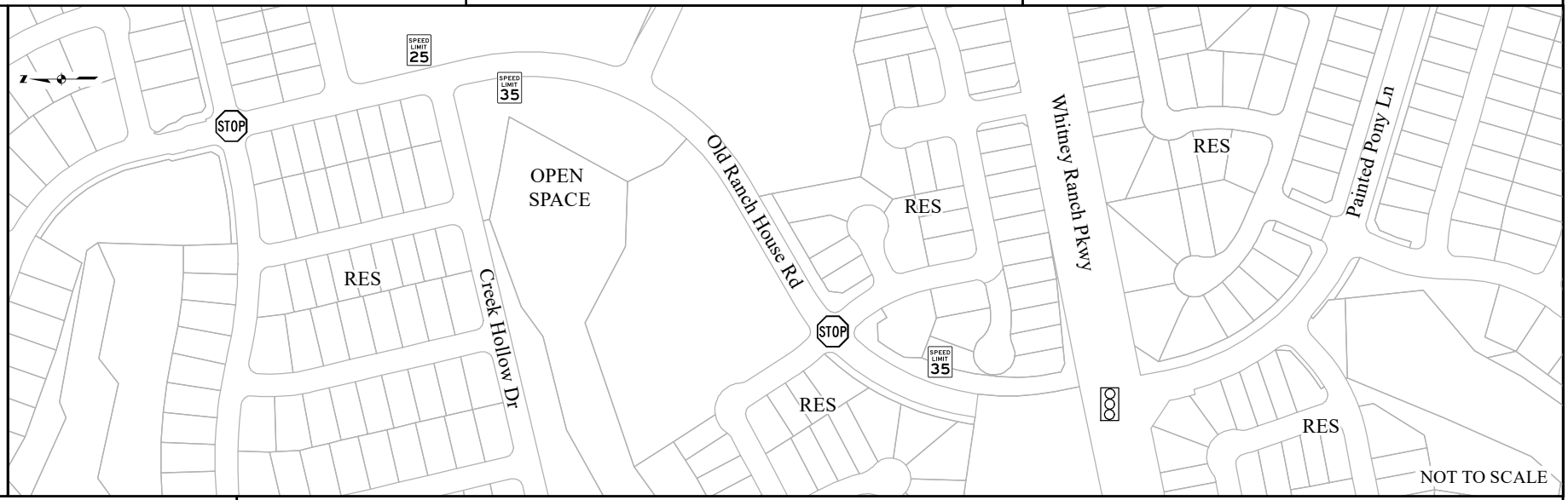
Speed Zone Survey

Road Name:

Old Ranch House Rd.

Whitney Ranch Pkwy. to Creek Hollow Dr.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	1737
Divider Type	No Center Median
Critical Speed	35
Pace Speed	27-36
Existing Speed	35
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2020	2021	2022
0	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Old Ranch House Road **Location:** Street Light C11824

Segment: Whitney Ranch Parkway - Creek Hollow Drive

Length: 0.79 Miles **Direction:** Both

SPEED SURVEY

Date: 11/28/2022 **Day:** Monday **Time:** 9:00am - 10:45am

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40	1	1
39	1	1
38	1 1	2
37	1 1 1	3
36	1 1 1 1 1	5
35	1 1 1 1 1 1 1	7
34	1 1 1 1 1 1 1 1 1 1	10
33	1 1 1 1 1 1 1 1 1 1	10
32	1 1 1 1 1 1 1 1 1 1 1 1	12
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1 1 1	11
29	1 1 1 1 1 1 1 1 1	9
28	1 1 1 1 1	5
27	1 1 1 1 1 1	6
26	1 1 1 1 1	5
25	1 1	2
24	1	1
23	1	1
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	35	MPH
85th %:	35	MPH
Average:	31	MPH
Pace:	27-36	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 travel lanes, double yellow centerline, bike lane on both sides, no recovery area, 36 feet wide

DECLARED SPEED LIMIT: 30 MPH

8/30/23
DATE

City Engineer
Resolution # _____ Adopted: _____

PACIFIC STREET
City of Roseville Limit to Sunset Boulevard

DESCRIPTION/LOCATION

Pacific Street is a minor arterial roadway that parallels Interstate 80 and the Union Pacific Railroad. This segment has adjacent land use including professional offices, to commercial retail and to medium density housing. It has four lanes with a raised center median.

Southbound Pacific Street close to the City of Roseville limit serves as an entry to westbound I-80. Just prior to I-80 the two southbound lanes merge into one, creating braking and following distance hazards. There is also a recycled auto parts store that has a high volume of commercial traffic which frequently blocks the roadway causing traffic to stop. Traffic from businesses in the area frequently cross lanes and enter designated turn lanes within raised center dividers. The abutting speed limit in the city of Roseville is 45 MPH.

Pacific Street is bound by curb, gutter and sidewalk with no recovery area.

COLLISIONS

Accident records show that there were 50 collisions on Pacific St. from 2015 to 2017. There were fourteen accidents in 2015, twenty in 2016, and sixteen in 2017.

SURVEY RESULTS/RECOMMENDATION CONTINUED ON NEXT PAGE.

The 85th percentile speed on Pacific St. is 52 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

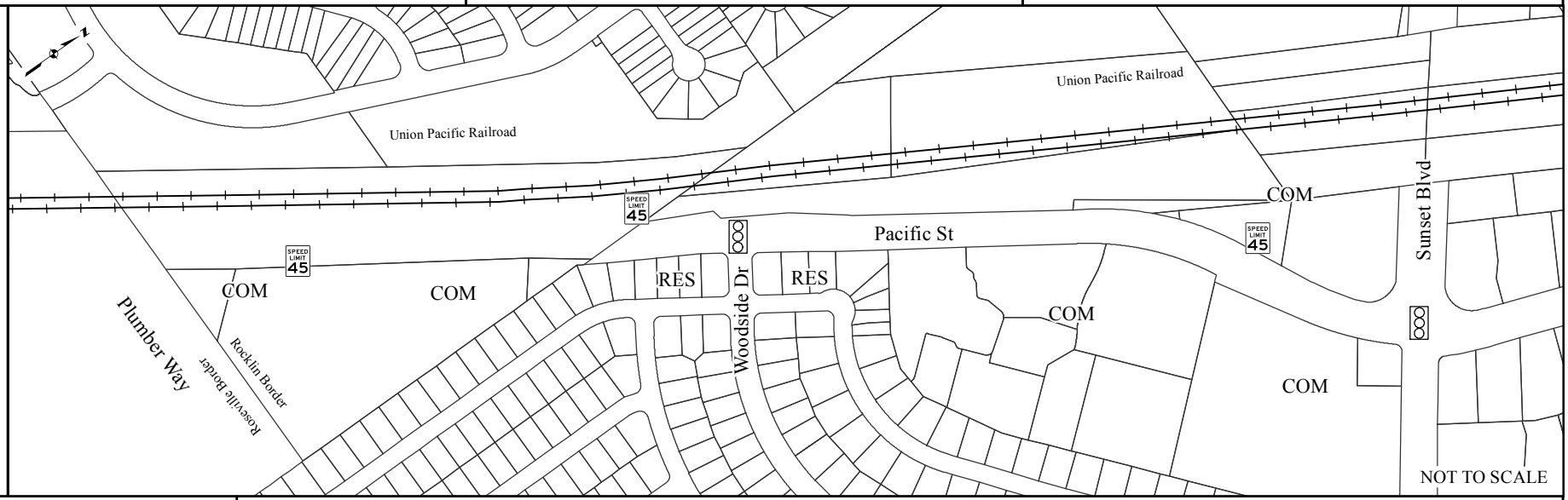
Speed Zone Survey

Road Name:

Pacific St.

Roseville Border to Sunset Blvd.

Strip Map



Roadway Width	68'
Number of Lanes	4
ADT	26,851
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	43 - 52
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
14	20	16

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Pacific **Location:** Plumber Wy

Segment: Roseville Border - Sunset

Length: 0.67 mi **Direction:** both

SPEED SURVEY

Date: 06/21/2018 **Day:** Thursday **Time:** 10:03 AM- 10:16 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57	1	1
56		0
55		0
54	1 1 1 1	4
53	1 1 1 1	4
52	1 1 1 1 1 1 1 1 1 1 1	11
51	1 1	2
50	1 1 1 1 1 1 1	7
49	1	1
48	1 1 1 1 1 1 1 1 1 1 1	11
47	1 1 1 1 1 1 1 1 1	9
46	1 1 1 1 1 1	6
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1	5
43	1 1 1 1 1 1 1 1 1 1 1	11
42	1	1
41	1	1
40	1 1 1 1 1 1	6
39	1 1 1	3
38	1 1 1 1	4
37	1 1	2
36	1	1
35		0
34		0
33	1	1
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	46	MPH
Pace:	43-52	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	1	1
FATAL	0	0	0
TOTAL	14	20	16

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, no recovery area, painted center median with retroreflective markers, 37' wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PACIFIC STREET
Sunset Boulevard to Americana Way

DESCIRPTION/LOCATION

Pacific Street is a minor arterial roadway that parallels Interstate 80 and the Union Pacific Railroad. This segment has adjacent land use of retail, commercial and mixed land use. It has four lanes with a raised center median.

Throughout this segment, numerous business entrances require slow turning movements. Cross traffic must clear two straight traffic lanes and a raised center divider to enter the desired direction.

Pacific Street is bound by curb, gutter and sidewalk with no recovery area.

COLLISIONS

Accident records show that there were 84 collisions on Pacific St. from 2015 to 2017. There were twenty-five accidents in 2015, twenty-eight in 2016, and thirty-one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Pacific St. is 44 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

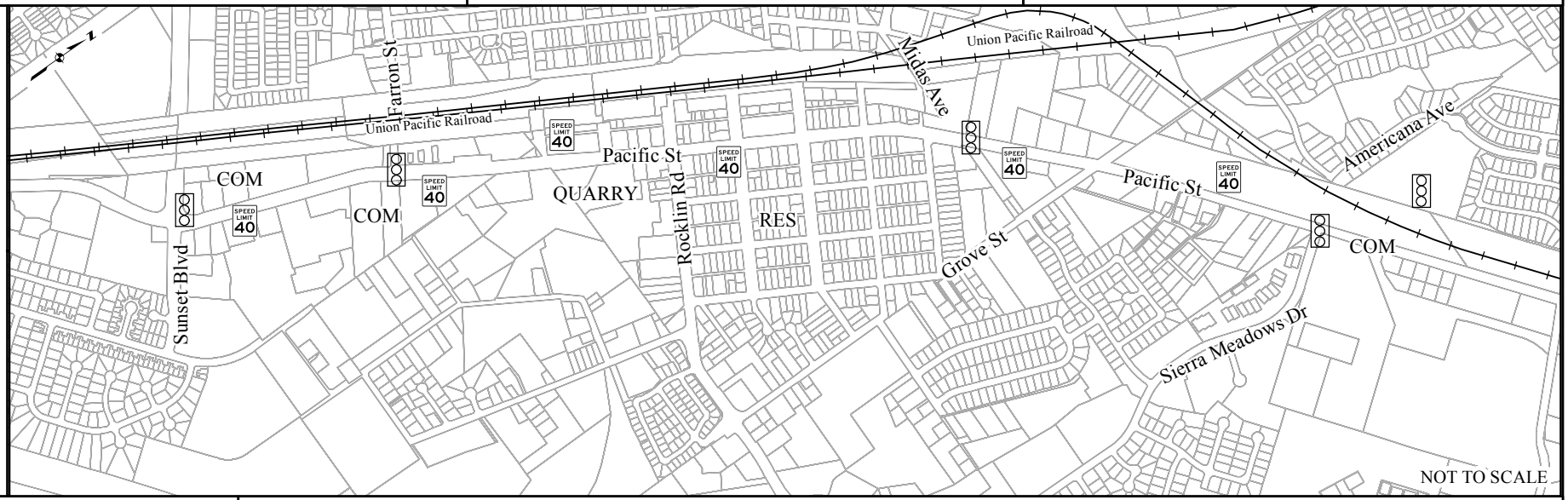
Speed Zone Survey

Road Name:

Pacific St.

Sunset Blvd. to Americana Ave.

Strip Map



Roadway Width	78'
Number of Lanes	4
ADT	24,444
Divider Type	Raised Landscape
Critical Speed	44
Pace Speed	36 - 45
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
25	28	31

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Pacific **Location:** Across from 5600 Pacific

Segment: Sunset- Americana

Length: 1.67 Miles **Direction:** both

SPEED SURVEY

Date: 06/07/2018 **Day:** Thursday **Time:** 12:28 PM- 12:38 PM

Weather: Sunny **Observer:** Nick/ Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49	1 1	2
48	1	1
47	1 1	2
46	1 1	2
45	1 1	2
44	1 1 1 1 1 1	6
43	1 1 1 1 1	5
42	1 1 1 1	4
41	1 1 1 1 1 1 1 1 1 1 1	11
40	1 1 1 1	4
39	1 1 1 1 1 1 1 1 1 1 1 1 1	13
38	1 1 1 1 1 1 1 1 1 1 1	11
37	1 1 1 1 1 1 1	7
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1 1 1 1 1 1 1	12
34	1 1	2
33	1 1 1	3
32	1 1 1 1	4
31		0
30	1	1
29		0
28		0
27		0
26		0
25	1	1
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	40	MPH
85th %:	44	MPH
Average:	39	MPH
Pace:	36-45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	11	6	3
INJURY	2	0	3
FATAL	0	0	0
TOTAL	25	28	31

ROADWAY CONDITIONS

4 travel lanes, landscaped divider, bke lane on each side, 78' wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PACIFIC STREET
Americana Way to Loomis Town Limit

DESCRIPTION/LOCATION

Pacific Street is a minor arterial roadway that parallels Interstate 80 and the Union Pacific Railroad. This segment has adjacent land use including from professional offices, to commercial retail and to medium density housing.

Pacific Street north of Rocklin Road to Midas Avenue is densely populated with driveways to commercial businesses. Roadway geometry incorporates a curve, elevation changes, and has no shoulder. Cross traffic must clear two straight traffic lanes and a raised center divider to enter the desired direction. Pacific Street north of Midas Avenue is mostly commercial and incorporates one of two major commercial terminal access facilities for large trucks requiring specialized truck routes (STAA).

Pacific Street is bound by curb, gutter and sidewalk with no recovery area.

COLLISIONS

Accident records show that there were 31 collisions on Pacific St. from 2015 to 2017. There were three accidents in 2015, nine in 2016, and nineteen in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Pacific St. is 45 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

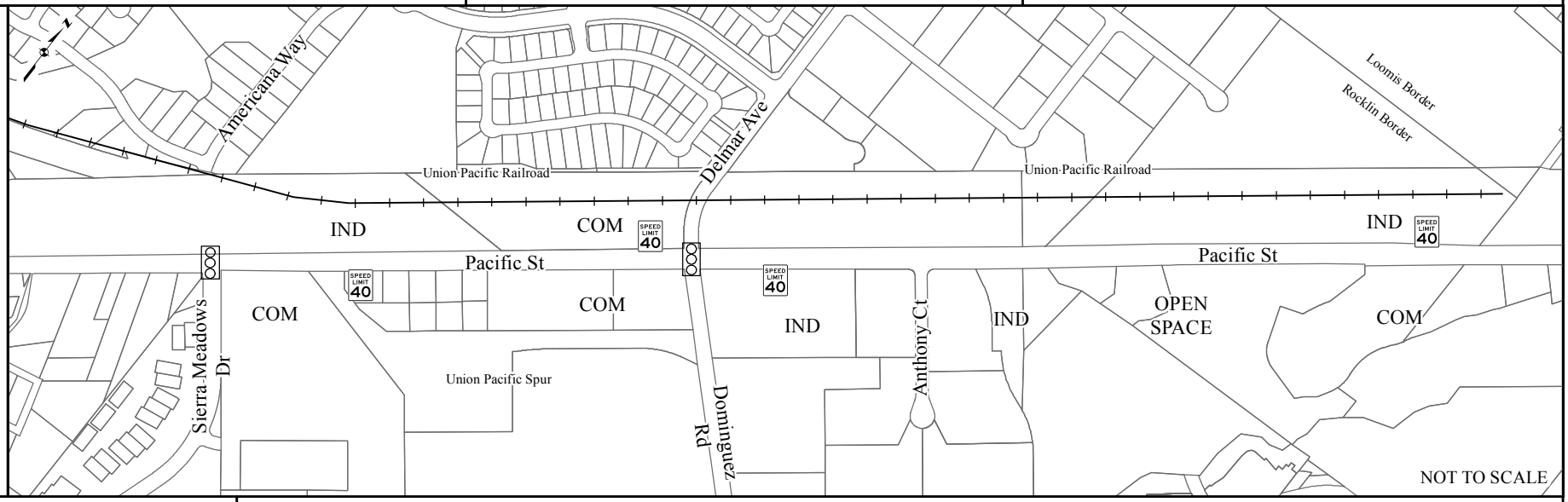
Speed Zone Survey

Road Name:

Pacific St.

Americana Way to Loomis Border

Strip Map



Roadway Width	42'
Number of Lanes	2
ADT	12,506
Divider Type	Painted
Critical Speed	45
Pace Speed	37-46
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☐
Bikeway	☐

Collision History:

2015	2016	2017
3	9	19

Comments:

Some Recovery Area	☒	No Recovery Area	☐
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Pacific **Location:** Across from Advantage

Segment: Americana - Loomis Border

Length: 0.97 mi **Direction:** Both

SPEED SURVEY

Date: 06/26/2018 **Day:** Tue **Time:** 12:18-12:30 PM

Weather: Sunny **Observer:** **Nick / Ali**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
		0
		0
		0
		0
55		0
		0
	1 1	2
		0
	1	1
50	1 1 1	3
	1 1 1	3
	1	1
	1 1 1	3
	1	1
45	1 1 1 1	4
	1 1 1 1 1 1 1 1 1 1	11
	1 1 1 1 1 1	6
	1 1 1 1 1 1 1 1	8
	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19
	1 1 1 1 1 1 1 1 1 1	10
	1 1 1 1 1 1 1	7
	1 1 1 1	4
	1 1	2
35	1 1	2
	1 1 1	3
	1 1 1	3
		0
		0
30		0
		0
		0
	1	1
		0
25	1	1
		0
		0
		0
		0
20		0
		0
		0
		0
		0
15		0
		0
		0
		0
		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	40	MPH
85th %:	45	MPH
Average:	41	MPH
Pace:	37 - 46	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	1
INJURY	1	0	2
FATAL	0	0	0
TOTAL	3	9	19

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides no recovery area, nonretroreflective yellow markers with 2 way left turn median, 67 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

PAINTED PONY LANE
Whitney Ranch Parkway to West Oaks Boulevard

DESCRIPTION/LOCATION

Painted Pony is a two-lane residential collector which connects Whitney Ranch parkway to West Oaks Boulevard. It provides access to Quarry Trail Elementary School and medium density housing. There is no parking on either side of the street, there are Class II bike lanes on both sides, and the roadway is divided by a painted double yellow roadway stripe.

There is no recovery area on Painted Pony Lane. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there was one collision on Painted Pony Lane from 2020 to 2022. This collision occurred in 2021.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Painted Pony Ln. is 38 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

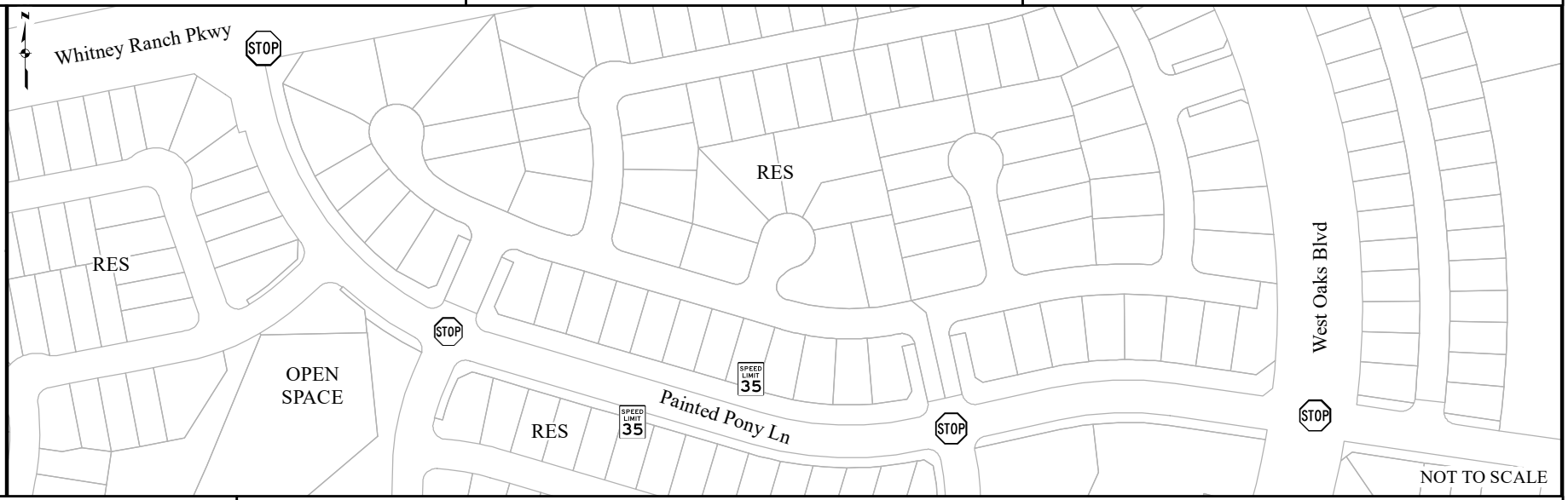
Speed Zone Survey

Road Name:

Painted Pony Ln.

Whitney Ranch Pkwy to West Oaks Blvd

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	2601
Divider Type	Painted
Critical Speed	38
Pace Speed	28-37
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2020	2021	2022
0	1	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Painted Pony Lane **Location:** Street Light C12150

Segment: Whitney Ranch Parkway - West Oaks

Length: 0.37 Miles **Direction:** Both

SPEED SURVEY

Date: 10/26/2022 **Day:** Wednesday **Time:** 1:15pm - 2:30pm

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46	1	1
45		0
44		0
43		0
42	1 1	2
41	1 1	2
40	1 1 1 1 1	5
39	1 1 1	3
38	1 1 1 1 1	5
37	1 1 1	3
36	1 1 1 1 1	5
35	1 1 1 1 1	5
34	1 1 1 1 1 1 1 1 1	9
33	1 1 1 1	4
32	1 1 1 1 1 1 1 1 1 1 1 1 1	13
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1 1 1 1 1 1 1	13
29	1 1	2
28	1 1 1 1 1 1 1 1 1	9
27	1 1 1	3
26	1 1 1 1 1	5
25	1 1	2
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	**35**	**MPH**
85th %:	**38**	**MPH**
Average:	**33**	**MPH**
Pace:	**28-37**	**MPH**

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	1	0

ROADWAY CONDITIONS

2 travel lanes, double yellow centerline, bike lane on both sides, no recovery area, 36 feet wide

DECLARED SPEED LIMIT: 35 **MPH**

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

PARK DRIVE
City of Roseville Limit to Sunset Boulevard

DESCRIPTION/LOCATION

Park Drive is a four-lane minor arterial that ranges from 56 feet to 96 feet in width with a raised landscaped median. This segment serves a medium density housing area and connects a residential area in Rocklin to residential areas in Roseville.

This segment also provides access to an elementary school, contributing to pedestrian activity during school pick up and drop off times. At the intersection of Park and Sunset there are multiple commercial retailers. The abutting speed limit in the city of Roseville is 45 MPH.

There is no recovery area on Park Drive as it is bound by curb, gutter, sidewalk and fixed objects on both sides, leaving no recovery area for errant vehicles. There is a painted class II bike lane and parking is restricted on all of Park Drive.

COLLISIONS

Accident records show that there were thirty collisions on Park Dr. from 2015 to 2017. There were twelve in 2015, twelve in 2016, and six in 2017.

SURVEY RESULTS/RECOMMENDATION

For park Dr. the 85th percentile speed is 51 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

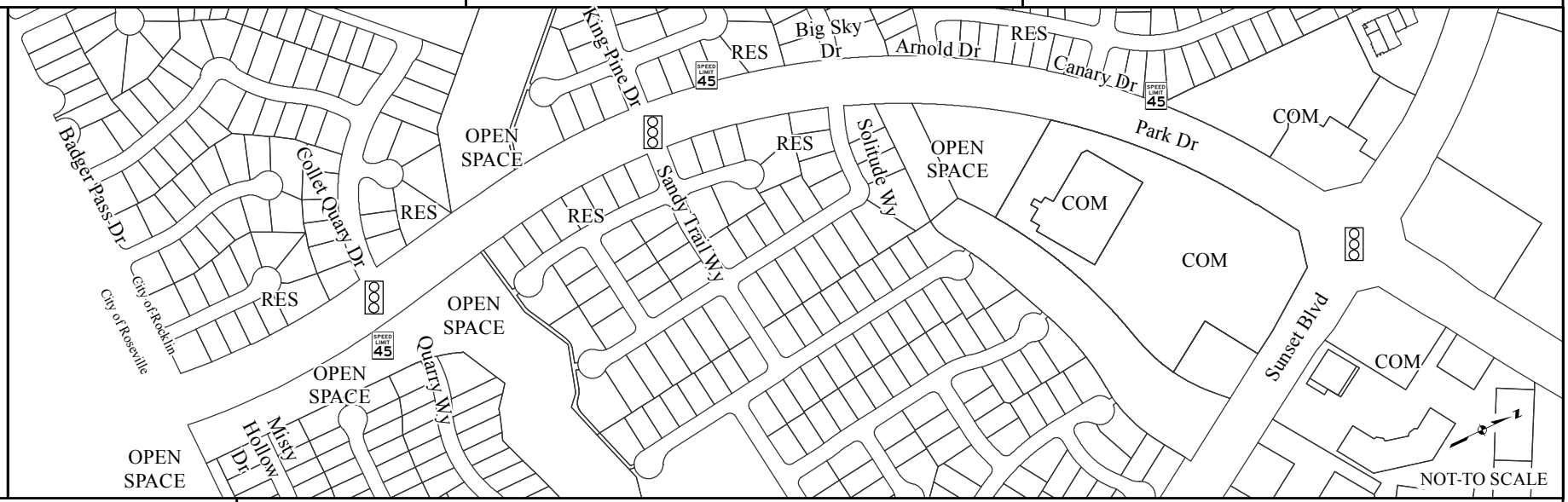
Speed Zone Survey

Road Name:

Park Dr.

Roseville Border to Sunset Blvd.

Strip Map



Roadway Width	96'
Number of Lanes	4
ADT	26,851
Divider Type	Raised Landscape
Critical Speed	51
Pace Speed	41 - 50
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
12	12	6

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Park Dr **Location:** Solitude Way / Big SkyDr

Segment: City Limit - Sunset

Length: 0.59 Miles **Direction:** both

SPEED SURVEY

Date: 04/24/2018 **Day:** Tuesday **Time:** 9:43am - 10:10am

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60	1	1
59		0
58		0
57	1	1
56	1	1
55	1	1
54	1 1 1	3
53	1 1	2
52	1 1 1 1 1	5
51	1 1 1 1	4
50	1 1 1 1 1 1 1 1 1	9
49	1 1 1 1 1	5
48	1 1 1 1 1	5
47	1 1 1 1 1 1 1 1 1 1 1 1	12
46	1 1 1 1 1 1 1	7
45	1 1 1 1 1 1 1 1 1 1 1 1	12
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1 1 1 1 1 1 1	10
42	1 1 1 1 1	5
41	1 1 1 1 1	5
40	1	1
39	1 1 1 1	4
38	1	1
37	1	1
36		0
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	45	MPH
85th %:	51	MPH
Average:	46	MPH
Pace:	41 - 50	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	6	3	0
INJURY	1	1	0
FATAL	0	0	0
TOTAL	12	12	6

ROADWAY CONDITIONS

two lanes in both directions, bike lane on both sides, 37 feet wide median, sidewalks on both sides, no recovery area

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PARK DRIVE
Sunset Boulevard to Stanford Ranch Road

DESCRIPTION/LOCATION

Park Drive from Sunset Boulevard to Stanford Ranch Road is a 4 lane minor arterial road. There is no parking on either side of the street and bike lanes going in both directions. Park Drive provides access to residential homes, Twin Oaks Elementary school, Twin Oaks Park and senior living apartments. Near the medium-high density residences there is pedestrian activity crossing the street to access the parks, schools and churches. There is a raised landscape median throughout the section of roadway.

There are no recovery areas on Park Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were forty-three collisions on Park Dr. from 2015 to 2017. There were fourteen in 2015, thirteen in 2016, and sixteen in 2017.

SURVEY RESULTS/RECOMMENDATION

For Park Dr. the 85th percentile speed is 50 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

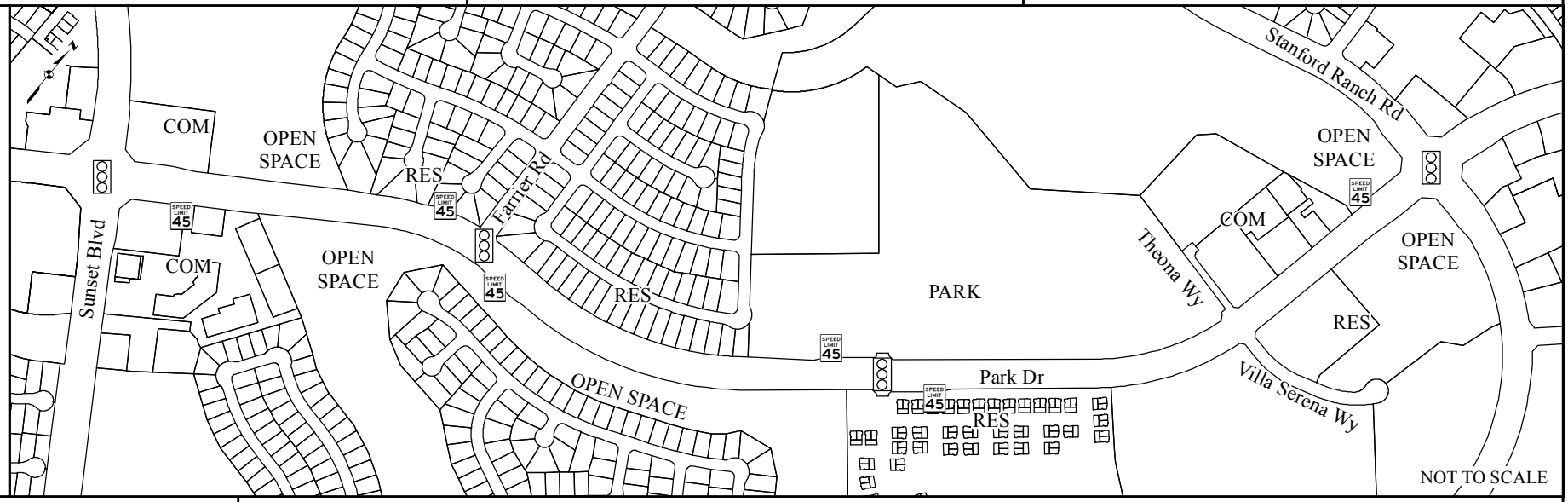
Speed Zone Survey

Road Name:

Park Dr

Sunset Blvd to Stanford Ranch Rd

Strip Map



Roadway Width	82'
Number of Lanes	4
ADT	15,814
Divider Type	Raised Landscape
Critical Speed	50
Pace Speed	41 - 50
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
14	13	16

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Park Dr **Location:** Twin Oaks Park

Segment: Sunset - Stanford Ranch

Length: 1.25 Miles **Direction:** both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 12pm - 12:45pm

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59	1	1
58	1	1
57		0
56		0
55	1 1	2
54	1 1 1	3
53	1 1 1	3
52	1 1	2
51	1	1
50	1 1 1 1 1 1 1	7
49	1 1 1 1 1 1 1	7
48	1 1 1 1 1 1 1	7
47	1 1 1 1 1 1 1 1 1 1 1 1	12
46	1 1 1 1 1 1 1 1 1 1 1	11
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1 1 1 1	8
43	1 1 1 1 1 1 1 1	8
42	1 1 1 1 1 1	6
41	1 1 1 1 1 1 1 1 1 1 1	11
40	1 1	2
39	1	1
38	1	1
37	1 1	2
36	1	1
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	108

SPEED DATA

Posted:	45	MPH
85th %:	50	MPH
Average:	46	MPH
Pace:	41 - 50	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	8	2	5
INJURY	0	0	1
FATAL	0	0	0
TOTAL	14	13	16

ROADWAY CONDITIONS

2 lanes in each direction separated by a 15 ft landscape median, sidewalks on both sides and bike lanes in each direction

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PARK DRIVE
Stanford Ranch Road to Crest Drive

DESCRIPTION/LOCATION

Park Drive from Stanford Ranch Road to Crest Drive is a 4 lane minor arterial road. There is no parking on either side of the street and there are bike lanes going in both directions. Park Drive provides access to residential homes and Granite Oaks Middle School. This segment may also contain traffic from Rocklin High students as well as traffic due to Breen elementary school. This road experiences increased traffic volumes in the mornings and afternoons due to school schedules. Park Drive also provides access to many businesses. There is a raised landscape median throughout the section of roadway.

There are no recovery areas on Park Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were thirty-six collisions on Park Dr. from 2015 to 2017. There were nine in 2015, ten in 2016, and fifteen in 2017.

SURVEY RESULTS/RECOMMENDATION

For Park Dr. the 85th percentile speed is 49 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

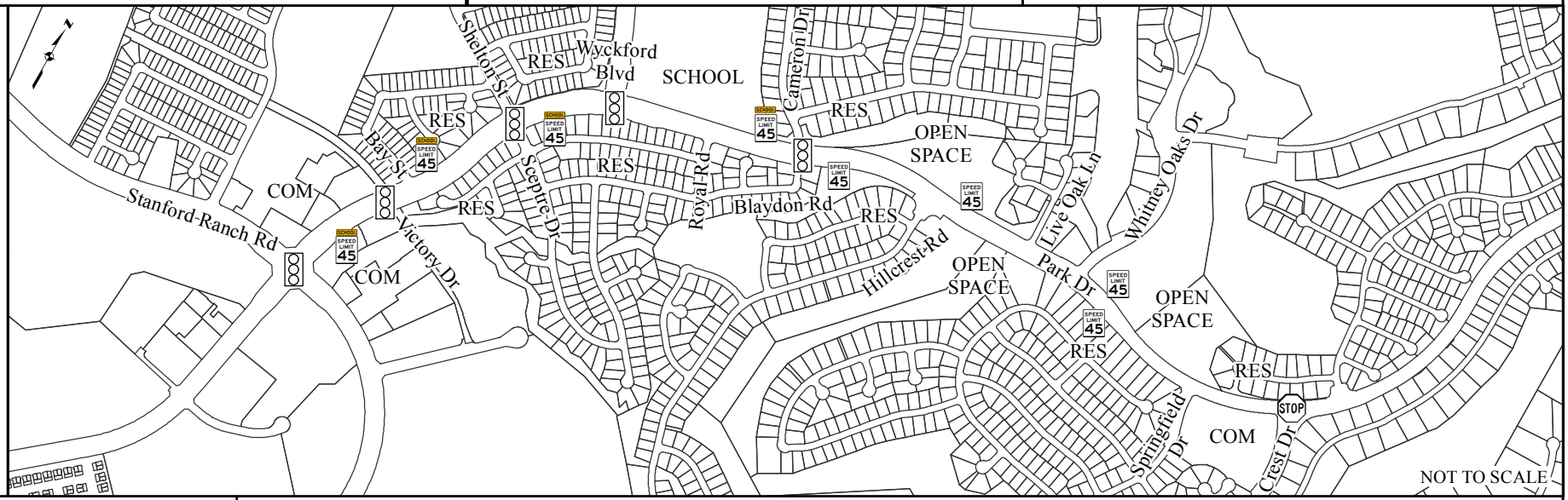
Speed Zone Survey

Road Name:

Park Dr.

Stanford Ranch Rd. to Crest Dr.

Strip Map



Roadway Width	96'
Number of Lanes	6
ADT	4561
Divider Type	Raised Landscape
Critical Speed	49
Pace Speed	40 - 49
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	45

Roadside Conditions:

School	X
Residence	X
Business	X
Park	X
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
9	10	15

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Park Dr **Location:** Live Oak Ln

Segment: Stanford Ranch - Crest

Length: 1.3 Miles **Direction:** both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 11am - 12pm

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1 1	2
51	1 1 1	3
50	1 1 1 1 1 1 1	7
49	1 1 1	3
48	1 1 1 1	4
47	1 1 1	3
46	1 1 1 1 1 1 1 1 1	9
45	1 1 1 1 1 1	6
44	1 1 1 1 1 1 1	7
43	1 1 1 1 1 1 1 1 1 1	10
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1 1 1 1 1 1	13
39	1	1
38	1 1	2
37	1 1 1 1	4
36	1 1 1	3
35	1 1 1 1	4
34		0
33	1 1	2
32	1	1
31	1	1
30	1 1	2
29		0
28	1	1
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	45	MPH
85th %:	49	MPH
Average:	43	MPH
Pace:	40 - 49	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	6	0	6
INJURY	0	1	0
FATAL	0	0	0
TOTAL	9	10	15

ROADWAY CONDITIONS

15 foot median with two lanes in each direction bike lanes on both sides and no recovery area

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

PARK DRIVE
Crest Drive to Whitney Ranch Parkway/Whitney Oaks Drive

DESCRIPTION/LOCATION

Park Drive from Crest Drive to Whitney Ranch Parkway/Whitney Oaks Drive is a 4 lane minor arterial road. There is no parking on either side of the street and bike lanes going in both directions. Park Drive provides access to residential homes and Boulder Ridge Park. There is a painted center median throughout the section of roadway. Roadway geometry includes vertical and horizontal curves. At Pioneer Way, Park Drive turns into Whitney Ranch Parkway for 0.3 miles before becoming a left turn only onto Whitney Oak Drive.

There are no recovery areas on Park Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were seven collisions on Park Dr. from 2015 to 2017. There was one in 2015, two in 2016, and four in 2017.

SURVEY RESULTS/RECOMMENDATION

For Park Dr. the 85th percentile speed is 52 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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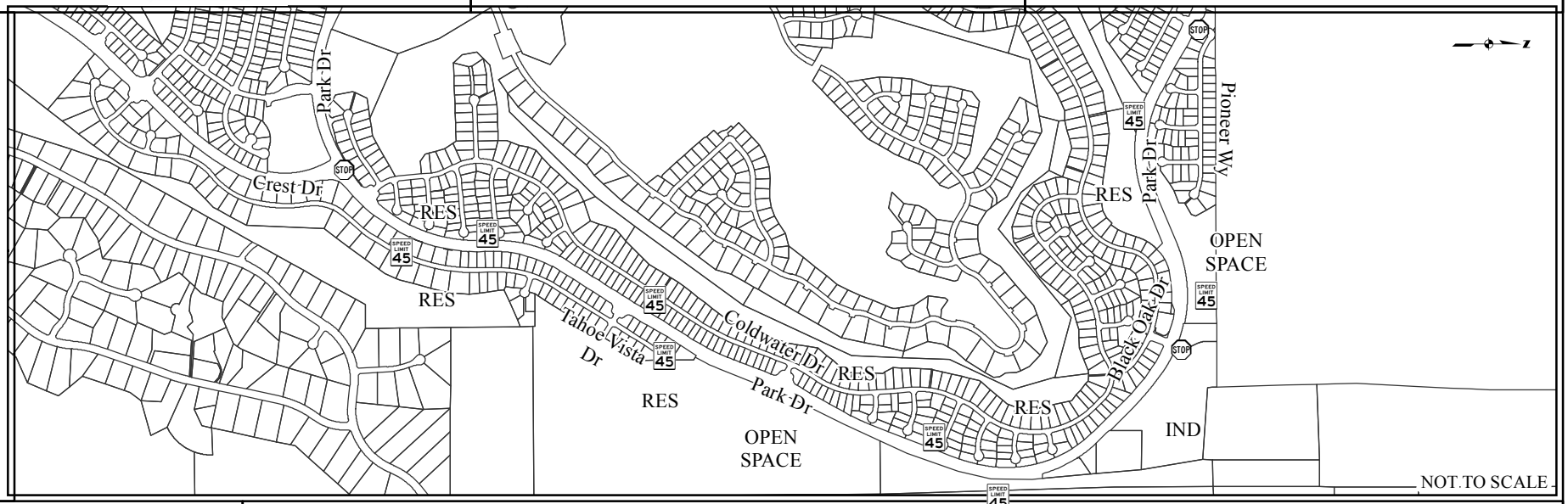
Traffic Engineering and Speed Map

Speed Zone Survey

Road Name: **Park Dr.**

Crest Dr. to Intersection of Whitney Ranch Parkway and Whitney Oaks Drive

Strip Map



Roadway Width	56'
Number of Lanes	4
ADT	4561
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	41 - 50
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
1	2	4

Comments:
Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume
Heavy Traffic Volume

Street: Park Dr **Location:** Coldwater Pl

Segment: Crest - Pioneer

Length: 1.92 Miles **Direction:** both

SPEED SURVEY

Date: 05/17/2018 **Day:** Thursday **Time:** 1:30pm - 2:45pm

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
	1	1
		0
		0
60	1 1 1	3
59	1	1
58	1 1	2
57		0
56	1 1	2
55	1	1
54	1 1	2
53	1 1	2
52	1 1	2
51	1 1 1 1	4
50	1 1 1 1 1	5
49	1 1	2
48	1 1 1 1	4
47	1 1 1 1 1 1 1 1	8
46	1 1 1 1	4
45	1 1 1 1 1	5
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1 1 1	6
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1 1	5
40	1 1 1 1 1	5
39	1 1	2
38	1 1 1 1 1	5
37	1	1
36	1 1 1 1 1 1 1	7
35	1 1	2
34	1 1	2
33		0
32		0
31	1	1
30	1	1
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	45	MPH
Pace:	41 - 50	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	2	4

ROADWAY CONDITIONS

2 lanes in each direction, no center divider, sidewalk with a lot of pedestrian activity. Bike lanes in each direction with no recovery area.

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

RANCH VIEW DRIVE
Wildcat Boulevard to Spring Creek Drive

DESCRIPTION/LOCATION

Ranch View Drive is a two-lane collector that is 36 feet wide with a painted centerline. The road runs east-west with a length of 0.6 miles. There are four (4) total intersections, one is stop controlled at Spring Creek Drive and one is signalized at Wildcat Boulevard. Ranch View Drive is bordered by Whitney High School, medium and high density residential neighborhoods, and offices.

There is no recovery area on Ranch View Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

A class II bike lane runs on both sides of the road and parking has been restricted on both sides of the road.

COLLISIONS

Accident records show that there were two collisions on Ranch View Dr. from 2015 to 2017. These accidents occurred in 2015.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Ranch View Dr. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

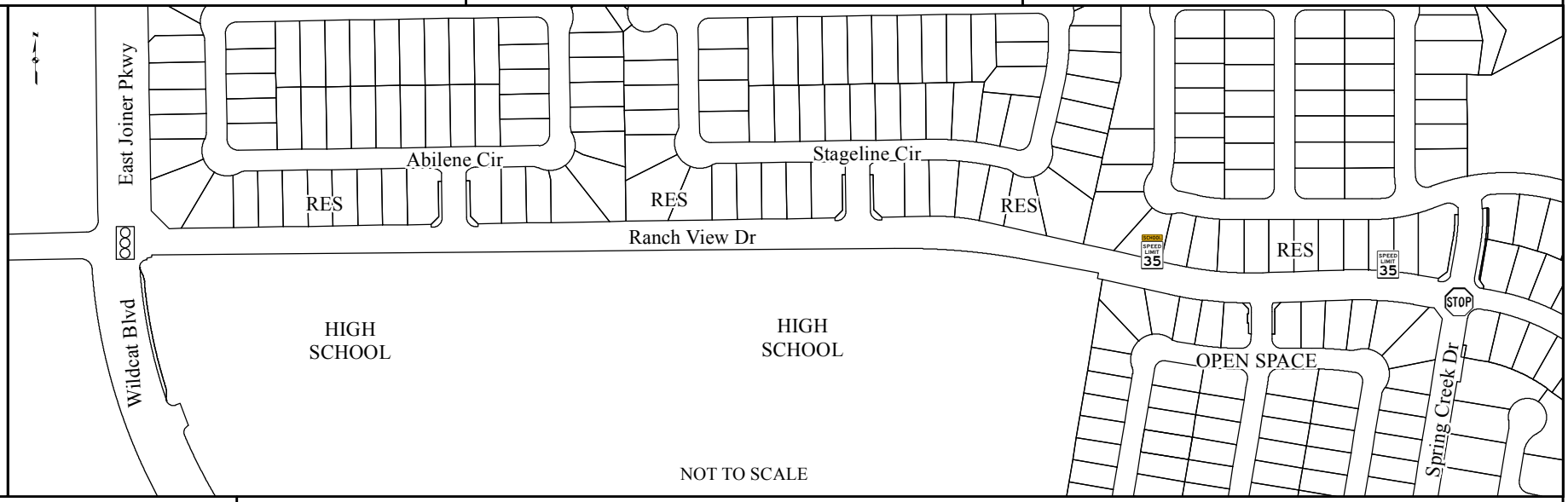
Speed Zone Survey

Road Name:

Ranch View Dr.

Wildcat Blvd. to Spring Creek Dr.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	9478
Divider Type	Painted
Critical Speed	40
Pace Speed	31 - 40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
2	0	0

Comments:

Class II bikeway on both sides of road.
High pedestrian volume due to high school.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Ranch View Dr **Location:** Faculty Parking lot

Segment: Wildcat - Spring Creek

Length: 0.56 Miles **Direction:** both

SPEED SURVEY

Date: 07/03/2018 **Day:** Tuesday **Time:** 9:08am - 10:38am

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53	1	1
52		0
51		0
50		0
49	1 1	2
48		0
47	1	1
46		0
45		0
44	1	1
43	1	1
42	1	1
41	1 1 1	3
40	1 1 1 1 1 1	6
39	1 1 1 1 1	5
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1 1	7
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1 1 1 1 1	10
33	1 1 1 1 1 1 1	7
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
31	1 1 1 1 1 1	6
30	1 1 1	3
29	1 1 1 1	4
28	1 1	2
27	1	1
26		0
25	1 1 1	3
24		0
23		0
22	1	1
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	35	MPH
Pace:	31 - 40	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	0	0

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, no recovery area, painted center median, 35 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

RAWHIDE ROAD
Midas Avenue to End

DESCRIPTION/LOCATION

Rawhide Road is a two lane residential collector road that is 48 feet wide with a painted centerline. The street begins at Midas Avenue and terminates 1.45 miles to the north east. Rawhide serves low density residences along its length and also serves several adjoining residential streets. Designated parking and bike lanes run the full length of the roadway on both sides.

There is no recovery area on Rawhide Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were zero collisions on Rawhide Rd. from 2015 to 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rawhide Rd. is 37 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

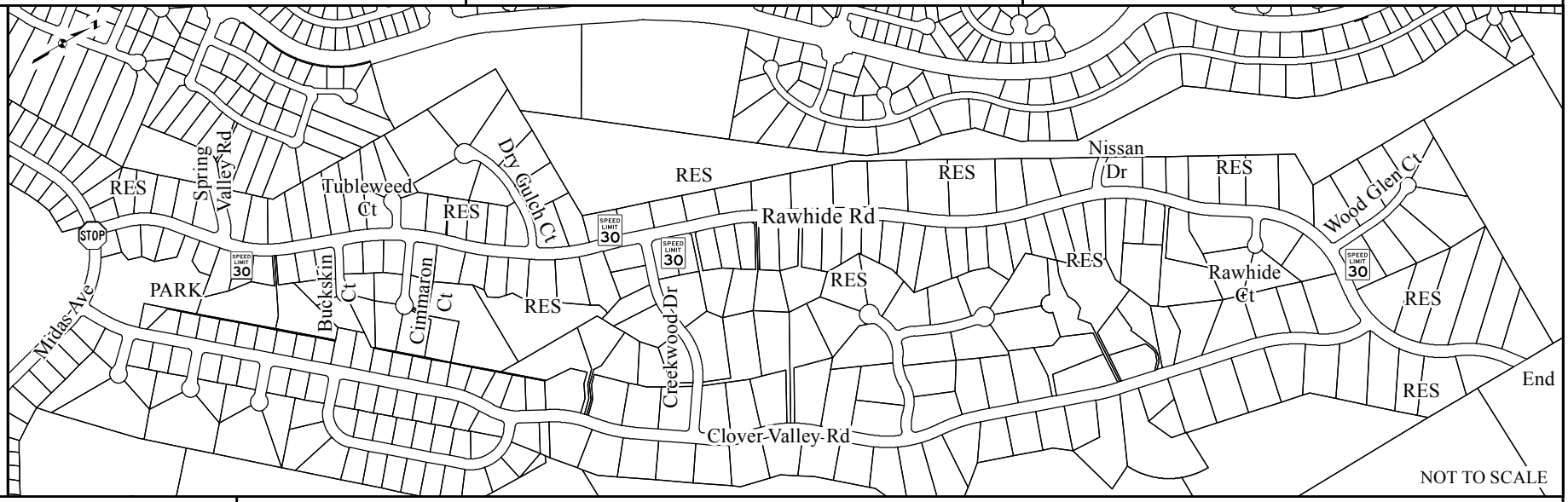
Speed Zone Survey

Road Name:

Rawhide Rd.

Midas Ave. to End

Strip Map



Roadway Width	48'
Number of Lanes	2
ADT	1234
Divider Type	Painted
Critical Speed	37
Pace Speed	28 - 37
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☒
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
0	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Rawhide **Location:** Creekwood Dr

Segment: Midas - End

Length: 1.45 Miles **Direction:** both

SPEED SURVEY

Date: 06/28/2018 6/27/2018 **Day:** Thursday and Friday **Time:** 10:47am - 11:45am/12:46pm - 2:02pm/10:18am - 10:54am

Weather: Sunny **Observer:** Long/Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42	1	1
41	1 1	2
40	1 1 1	3
39	1 1	2
38	1 1 1	3
37	1 1 1 1 1 1 1 1	8
36	1 1 1 1 1 1 1 1 1 1 1	11
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1	6
32	1 1 1 1 1 1	6
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1	7
29	1 1 1 1 1 1 1 1	8
28	1 1 1 1 1 1 1	7
27	1 1	2
26		0
25	1 1 1	3
24		0
23	1 1	2
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	33	MPH
Pace:	28 - 37	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, recovery area, 50 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ROCKLIN ROAD
5th Street to Pacific Street

DESCRIPTION/LOCATION

This section of Rocklin Road is a two lane arterial roadway with portions of raised, landscaped median with turn pockets. It connects community park and school areas to atrial roadway networks. On the westerly end, the road narrows down to one travel lane in each direction with a painted center divider. This segment of Rocklin Road also contains a railroad crossing between Front Street and after Pacific Street.

There is no recovery area on Rocklin Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were two collisions on Rocklin Rd. from 2015 to 2017. There were 0 accidents in 2015, 1 in 2016, and 1 in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rocklin Rd. is 35 MPH. It is recommended that the speed limit be increased to 30 MPH from 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

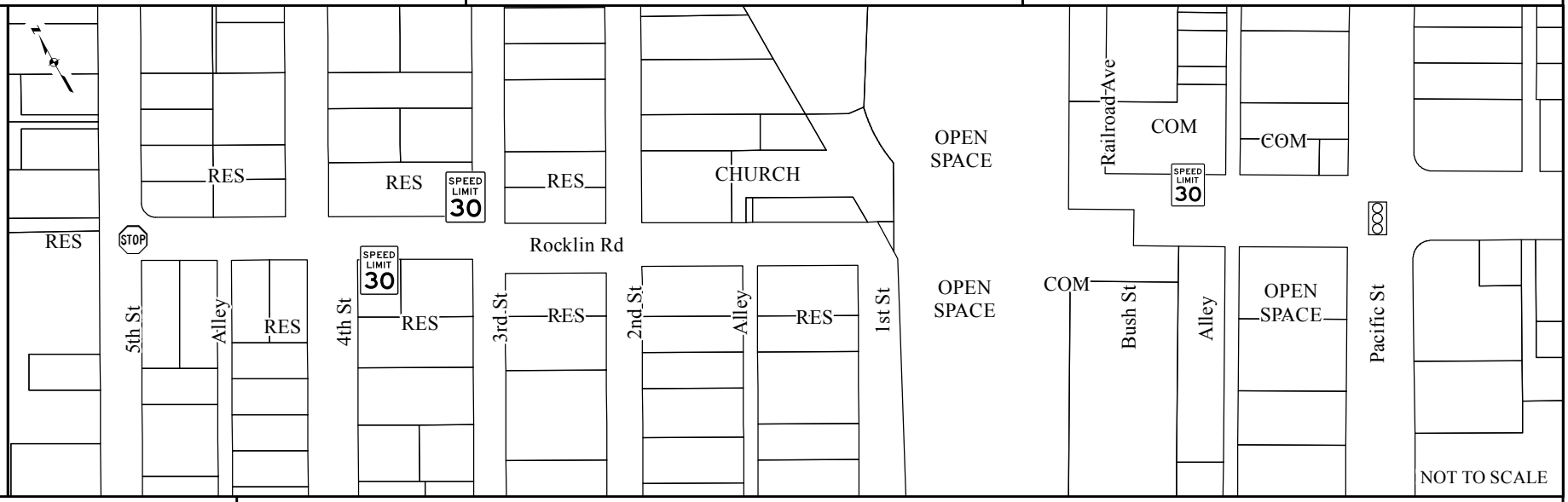
Speed Zone Survey

Road Name:

Rocklin Rd.

Pacific St. to Fifth St.

Strip Map



Roadway Width	40'
Number of Lanes	2
ADT	3435
Divider Type	Painted
Critical Speed	35
Pace Speed	24 - 33
Existing Speed	25
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
0	1	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	Moderate Traffic Volume	☒
School Site Access	☐	No Recovery Area	☒
		Heavy Traffic Volume	☐

Street: Rocklin Rd. **Location:** 3460 Rocklin Rd

Segment: 5th - Pacific

Length: 0.33 mi **Direction:** Both

SPEED SURVEY

Date: 06/21/2018 **Day:** Thurs **Time:** 10:24 AM - 11:45 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40	1 1	2
39		0
38		0
37	1 1 1	3
36	1 1 1	3
35	1 1 1 1	4
34	1 1 1	3
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1	7
31	1 1 1 1 1 1 1 1	8
30	1 1 1 1 1 1 1 1 1 1 1 1 1	13
29	1 1 1 1 1 1 1 1 1	9
28	1 1 1 1 1 1 1	7
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1 1 1	7
25	1 1 1 1	4
24	1 1 1 1 1 1 1 1 1 1 1	11
23	1	1
22	1 1 1 1 1 1	6
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	111

SPEED DATA

Posted:	25	MPH
85th %:	35	MPH
Average:	29	MPH
Pace:	24 - 33	MPH

ACCIDENT HISTORY

YEAR	2013	2014	2015
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	1	1

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, recovery area, nonretroreflective yellow marker center median, 42 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

ROCKLIN ROAD
Pacific Street to Granite Drive

DESCRIPTION/LOCATION

This section of Rocklin Road is a four lane arterial roadway with portions of raised, landscaped medians with turn pockets along with a two-way left turn lane. It serves mixed use land with businesses.

This segment contains two roundabouts, located at Meyers Street and South Grove Street helping serve multiple access points to Rocklin Rd. from medium density residential areas.

There is no recovery area on Rocklin Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were thirty-one collisions on Rocklin Rd. from 2015 to 2017. There were twelve accidents in 2015, ten in 2016, and nine in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rocklin Rd. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Rocklin Rd.

Granite Dr. to Pacific St.

Strip Map



Roadway Width	76'
Number of Lanes	4
ADT	16,886
Divider Type	Raised Landscape
Critical Speed	39
Pace Speed	31 - 40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
12	10	9

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Rocklin Rd. **Location:** City Hall

Segment: Granite - Pacific

Length: 0.54mi **Direction:** Both

SPEED SURVEY

Date: 08/20/2015 **Day:** Thurs **Time:** 8:45 P.M. - 11:41 P.M.

Weather: Clear **Observer:** Long Nguyen

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47	1	1
46		0
45	1	1
44	1 1	2
43		0
42	1 1 1	3
41	1 1	2
40	1 1 1 1 1	5
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1 1 1 1 1	9
37	1 1 1 1	4
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1 1 1	10
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1	8
31	1 1 1 1 1 1 1 1 1	9
30	1 1 1	3
29	1 1 1	3
28	1 1	2
27	1 1	2
26	1	1
25		0
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	35	MPH
85th %:	39	MPH
Average:	35	MPH
Pace:		MPH

ACCIDENT HISTORY

YEAR	2013	2014	2015
PDO	5	3	1
INJURY	1	0	0
FATAL	0	0	0
TOTAL	12	10	9

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, painted center median with 2 way left turn, 73 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

ROCKLIN ROAD
Granite Drive to El Don Drive

DESCRIPTION/LOCATION

This section of Rocklin Road is a four lane arterial roadway with portions of raised, landscaped median with turn pockets along with a two-way left turn lane. It serves Sierra College, many residential roads, many commercial driveways - resulting in high commercial vehicle volume - and is a major route through the city with access to Interstate 80.

This segment contains entrances to both on and off ramps of Interstate 80. One of Rocklin Road's major traffic generators is Sierra College, which borders a large portion of Rocklin Rd. between Sierra College Boulevard and El Don Drive. During peak hours the college greatly contributes to the congestion between Interstate 80 and El Don Drive and leads to some of the largest traffic volumes within the City Of Rocklin.

There is no recovery area on Rocklin Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were a hundred and six collisions on Rocklin Rd. from 2015 to 2017. There were thirty-six accidents in 2015, forty-one in 2016, and twenty-nine in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rocklin Rd. is 46 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

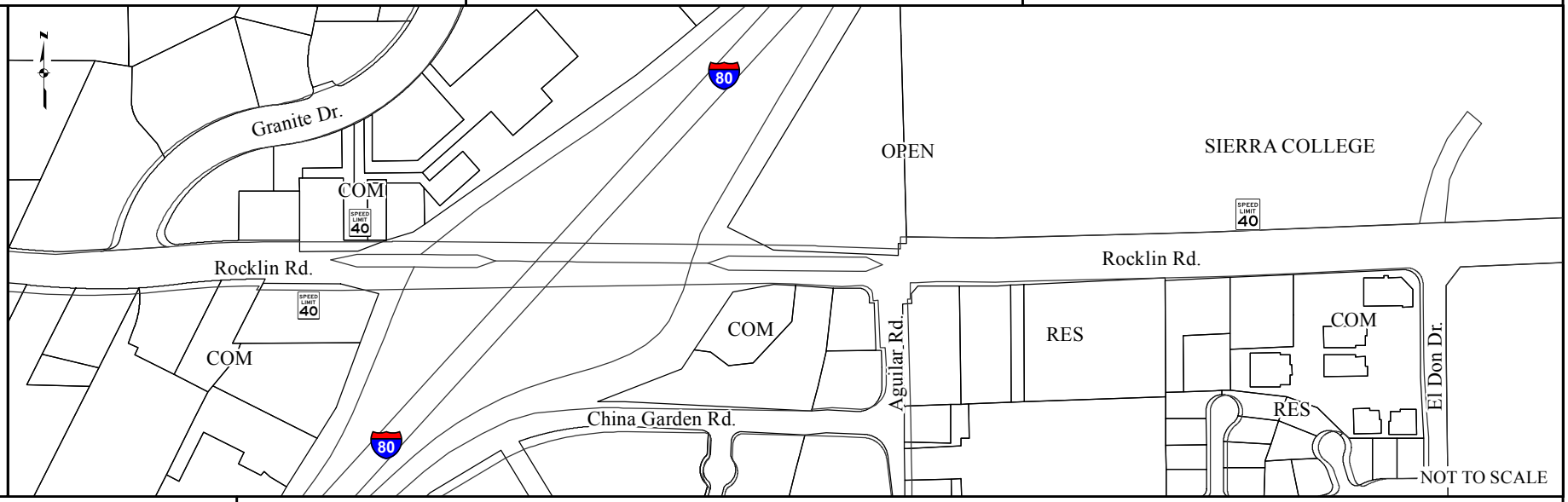
Speed Zone Survey

Road Name:

Rocklin Rd.

El Don Dr. to Granite Dr.

Strip Map



Roadway Width	70'
Number of Lanes	4
ADT	28,532
Divider Type	Raised Landscape
Critical Speed	46
Pace Speed	37 - 46
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
36	41	29

Comments: Class II bikeway on both sides of road
Heavy pedestrian volume due to college

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Rocklin **Location:** Light Pole #831

Segment: Granite - El Don

Length: 0.61 mi **Direction:** both

SPEED SURVEY

Date: 06/21/2018 **Day:** Thursday **Time:** 1:05 PM- 1:23 PM

Weather: Sunny **Observer:** Nick/ Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1 1	2
51	1 1	2
50	1	1
49	1	1
48	1 1 1 1	4
47	1 1	2
46	1 1 1 1 1 1 1	7
45	1 1 1 1 1 1 1 1 1	9
44	1 1 1 1 1 1	6
43	1 1 1 1 1 1 1 1 1 1 1 1	12
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1	4
39	1 1 1 1 1 1	6
38	1 1 1 1 1	5
37	1 1 1 1 1	5
36	1 1 1 1 1 1	6
35	1 1 1 1 1	5
34	1	1
33	1 1	2
32		0
31	1	1
30		0
29		0
28		0
27		0
26	1	1
25		0
24		0
23		0
22		0
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	40	MPH
85th %:	46	MPH
Average:	41	MPH
Pace:	37-46	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	4	13	4
INJURY	3	1	3
FATAL	0	0	0
TOTAL	36	41	29

ROADWAY CONDITIONS

Two lanes in both directions with a bike lane. There is a 13 ft wide landscaped median, with no recovery area.

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ROCKLIN ROAD
El Don Drive to Town of Loomis Border

DESCRIPTION/LOCATION

This section of Rocklin Road is a four lane arterial roadway with portions of raised, landscaped median with turn pockets along with a two-way left turn lane. It serves Sierra College, residential areas and it is part of the circulation element between Rocklin and Loomis.

One of Rocklin Road's major traffic generators is Sierra College, which borders a large portion of Rocklin Road between Sierra College Boulevard and El Don Drive. During peak hours the college greatly contributes to congestion surrounding the area, and onto Sierra College Boulevard.

There is no recovery area on Rocklin Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides except for the north side of Rocklin Road nearest to the Loomis border.

COLLISIONS

Accident records show that there were seventy-three collisions on Rocklin Rd. from 2015 to 2017. There were twenty-eight accidents in 2015, twenty-one in 2016, and twenty-four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Rocklin Rd. is 46 MPH. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

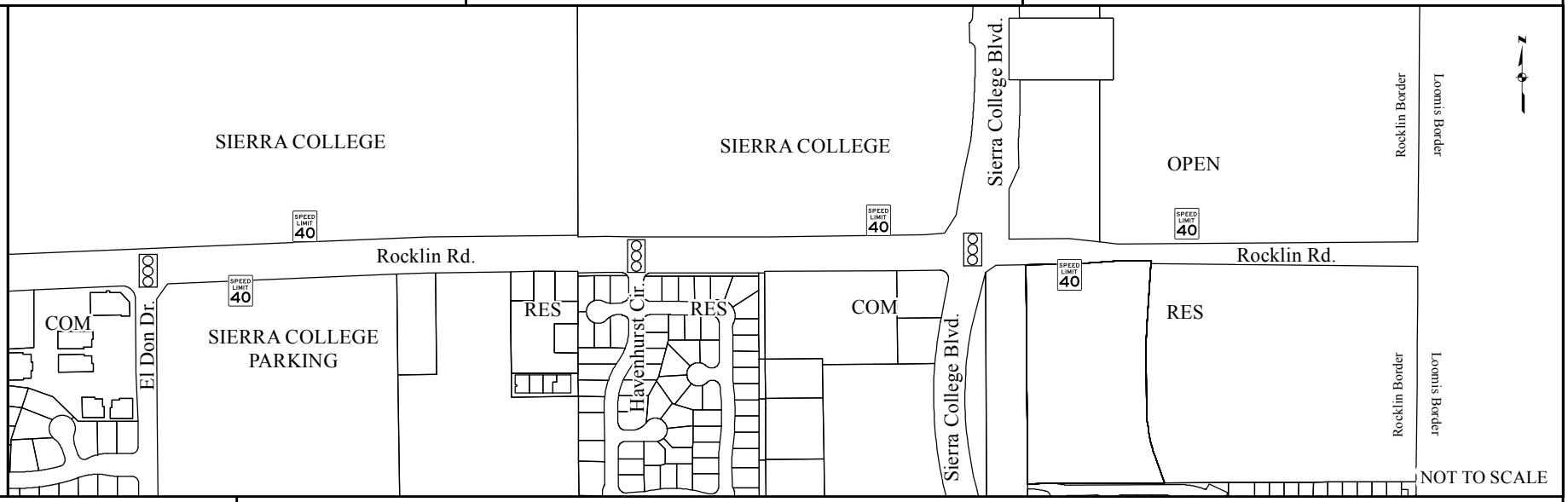
Speed Zone Survey

Road Name:

Rocklin Rd.

Loomis Border to El Don Dr.

Strip Map



Roadway Width	72'
Number of Lanes	4
ADT	11,616
Divider Type	Raised Landscape
Critical Speed	46
Pace Speed	36 - 45
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	X
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
28	21	24

Comments: Class II bikeway on both sides of road
Heavy pedestrian volume due to college

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Rocklin Rd **Location:** Streetlight #Z1648

Segment: El Don Dr - Loomis Border

Length: 0.74 Miles **Direction:** both

SPEED SURVEY

Date: 06/21/2018 **Day:** Tuesday **Time:** 12pm - 12:10pm

Weather: Sunny **Observer:** Long/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60	1	1
59		0
58		0
57	1	1
56	1	1
55		0
54	1 1 1	3
53		0
52	1	1
51		0
50	1	1
49	1 1	2
48	1 1 1 1	4
47	1	1
46	1 1 1 1	4
45	1 1 1 1 1 1	6
44	1 1 1	3
43	1 1 1 1 1 1	6
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1	3
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
37	1 1 1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1	4
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1	4
33	1 1	2
32	1	1
31	1 1	2
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	110

SPEED DATA

Posted:	40	MPH
85th %:	46	MPH
Average:	41	MPH
Pace:	36 - 45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	9	10	4
INJURY	2	0	4
FATAL	0	0	0
TOTAL	28	21	24

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, landscape center median, nonretroreflective yellow markers with 2 way left turn lane median and 72 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SCARBOROUGH DRIVE
Sierra College Boulevard to City of Roseville Border

DESCRIPTION/LOCATION

Scarborough Drive is a two lane collector that provides access to residential neighborhoods, one neighborhood park, and an elementary school. It runs between Sierra College Boulevard on the east and the City of Roseville on the west, and has numerous horizontal and vertical curves. Between Sierra College Boulevard and Helmsdale Way there is a landscaped center median. There is a class II bikeway on both sides of the roadway. Traffic and pedestrian volumes are high during the morning and afternoon peak hours due to the adjacent elementary school. The abutting speed limit in the city of Roseville is 40 MPH.

There is no recovery area on Scarborough Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records indicate that there were two collisions on Scarborough Dr. from 2015 to 2017. There was one accident in 2015, zero in 2016, and one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Scarborough Dr. is 43 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

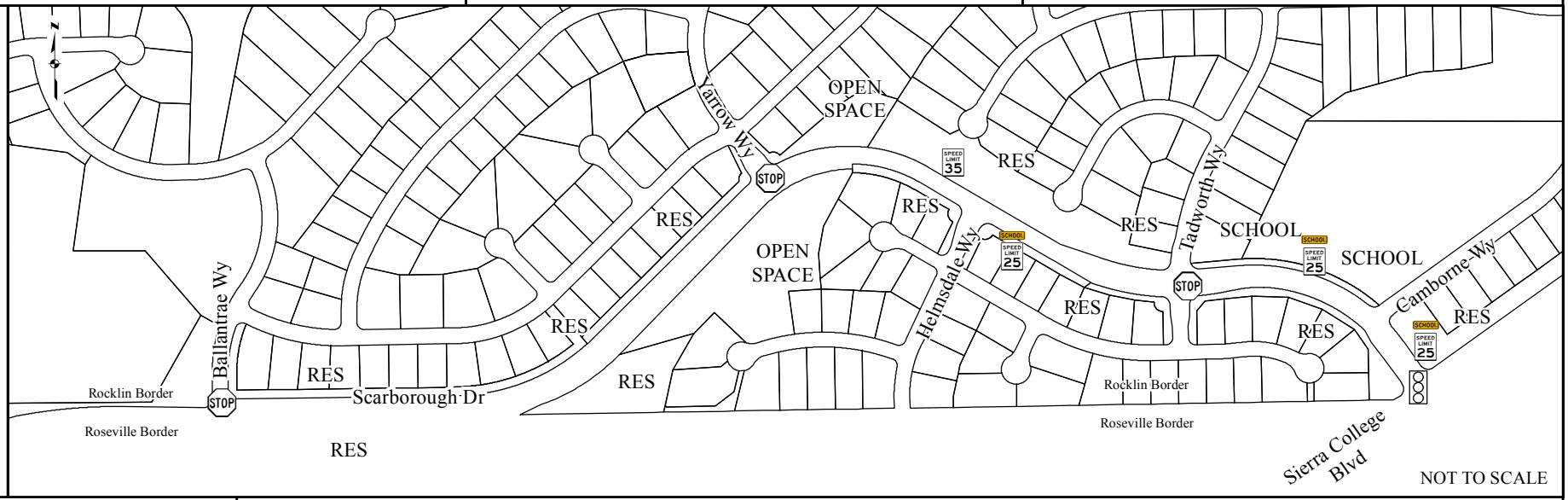
Speed Zone Survey

Road Name:

Scarborough Dr.

Sierra College Blvd. to Roseville Border

Strip Map



Roadway Width	50'
Number of Lanes	2
ADT	1909
Divider Type	Raised Landscape
Critical Speed	43
Pace Speed	35 - 44
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
1	0	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume

Heavy Traffic Volume

Street: Scarborough **Location:** False Ravine Trail / Claudio

Segment: Sierra College - End

Length: 0.84 mi **Direction:** both

SPEED SURVEY

Date: 04/24/2018 **Day:** Tue **Time:** 1:12 P.M. - 2:16 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1	1
51		0
50		0
49	1	1
48		0
47	1 1 1	3
46	1	1
45	1 1 1 1 1 1 1	7
44	1 1	2
43	1 1 1 1	4
42	1 1 1 1 1 1 1 1 1 1	10
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	18
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1	6
36	1 1 1 1	4
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1	2
33	1 1	2
32	1 1	2
31	1 1	2
30		0
29		0
28	1	1
27		0
26	1 1	2
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	35	MPH
85th %:	43	MPH
Average:	39	MPH
Pace:	35 - 44	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	0	1

ROADWAY CONDITIONS

2 travel lanes, 36' wide, bike lane on both side, painted divider, no recover area

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SCHRIBER WAY
Sierra College Boulevard to Lakepointe Drive

DESCRIPTION/LOCATION

Schriber Way is a collector street running east west from Sierra College Boulevard to Lakepointe Drive. This segment connects medium density housing, Sierra College Boulevard and the Crossing Shopping Center. Schriber Way has a painted center median with class ll bike lanes

There is no recovery area or parking along Schriber Way. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records indicate that there were eleven collisions on Scarborough Dr. from 2015 to 2017. There was one accident in 2015, two in 2016, and eight in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Schriber Wy. is 37 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

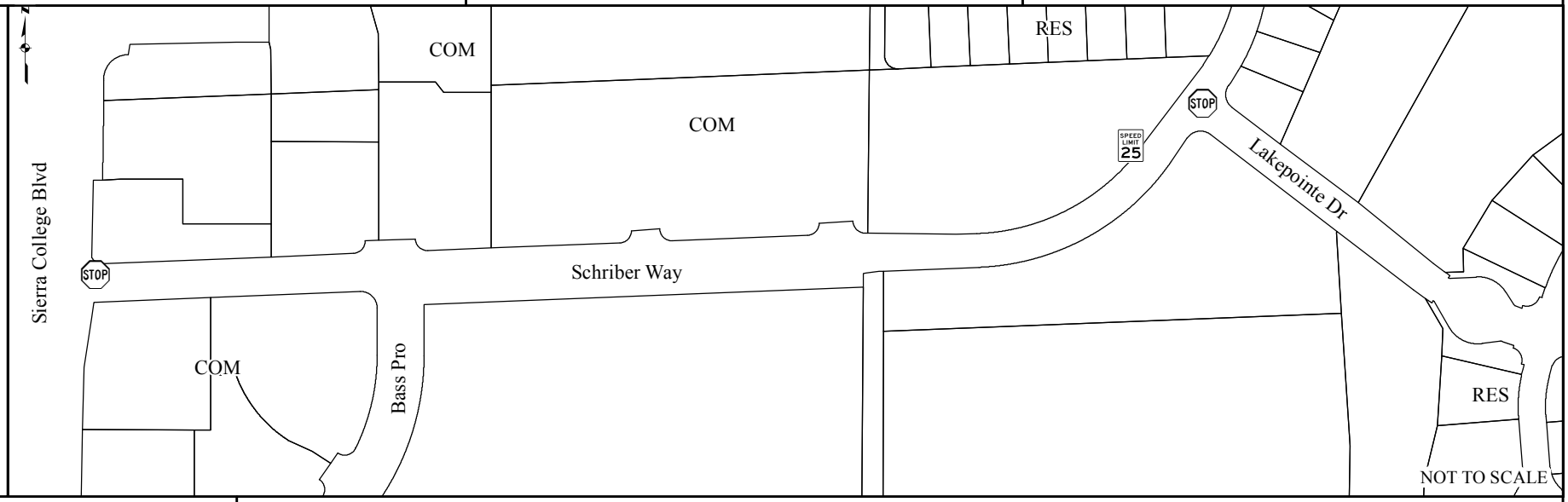
Speed Zone Survey

Road Name:

Schriber Way

Sierra College Blvd to Lakepointe Dr.

Strip Map



Roadway Width	43'
Number of Lanes	2
ADT	3622
Divider Type	Non-Retroreflective Yellow Markers
Critical Speed	37
Pace Speed	29 - 38
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
1	2	8

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume: X

Heavy Traffic Volume:

Street: Schriber **Location:** Green Acres Sidelot

Segment: Sierra College Blvd. - Lakepointe

Length: 0.34 mi **Direction:** both

SPEED SURVEY

Date: 06/26/2018 **Day:** Tuesday **Time:** 12:56-2:10pm

Weather: Sunny **Observer:** Nick/Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42	1	1
41		0
40	1 1 1	3
39	1	1
38	1 1 1 1 1 1	6
37	1 1 1 1 1	5
36	1 1 1 1 1	5
35	1 1 1	3
34	1 1 1 1 1 1 1 1 1 1	10
33	1 1 1 1 1 1 1	7
32	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
31	1 1 1	3
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1 1 1 1 1 1	8
28	1	1
27	1 1 1	3
26	1 1	2
25	1 1 1	3
24	1 1 1	3
23	1 1 1 1	4
22	1 1 1 1 1	5
21		0
20		0
19	1	1
18	1	1
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	**MPH**
85th %:	37	**MPH**
Average:	31	**MPH**
Pace:	29-38	**MPH**

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	1
FATAL	0	0	0
TOTAL	1	2	8

ROADWAY CONDITIONS

0One lane in each direction, Bike lanes, Center turn lane with no recovery area or street parking, 42 feet wide

DECLARED SPEED LIMIT: 35 **MPH**

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SIERRA COLLEGE BOULEVARD
Town of Loomis to Placer County

DESCRIPTION/LOCATION

Sierra College Boulevard is a two-lane, undivided major arterial with no more than one through lane of travel in each direction with a painted center median. There are no bike lanes on both sides; however this segment is frequently used by bicyclists. This portion serves traffic volumes traveling to and from the Rocklin, Loomis, and Lincoln areas. There are portions of steep hillsides with metal beam guard rail. There is no recovery area and no curb and gutter on either side.

COLLISSIONS

Accident records indicate that there were zero collisions on Sierra College Blvd. from 2015 to 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Sierra College Blvd. is 64 MPH. It is recommended that the speed limit remains 55 MPH in accordance with section 22349 of the California Vehicle Code. The recommended speed limit continues the 55 MPH speed limit in Placer County to the north, and the adjacent speed limit to the south in the Town of Loomis is 50 MPH on Sierra College Boulevard.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

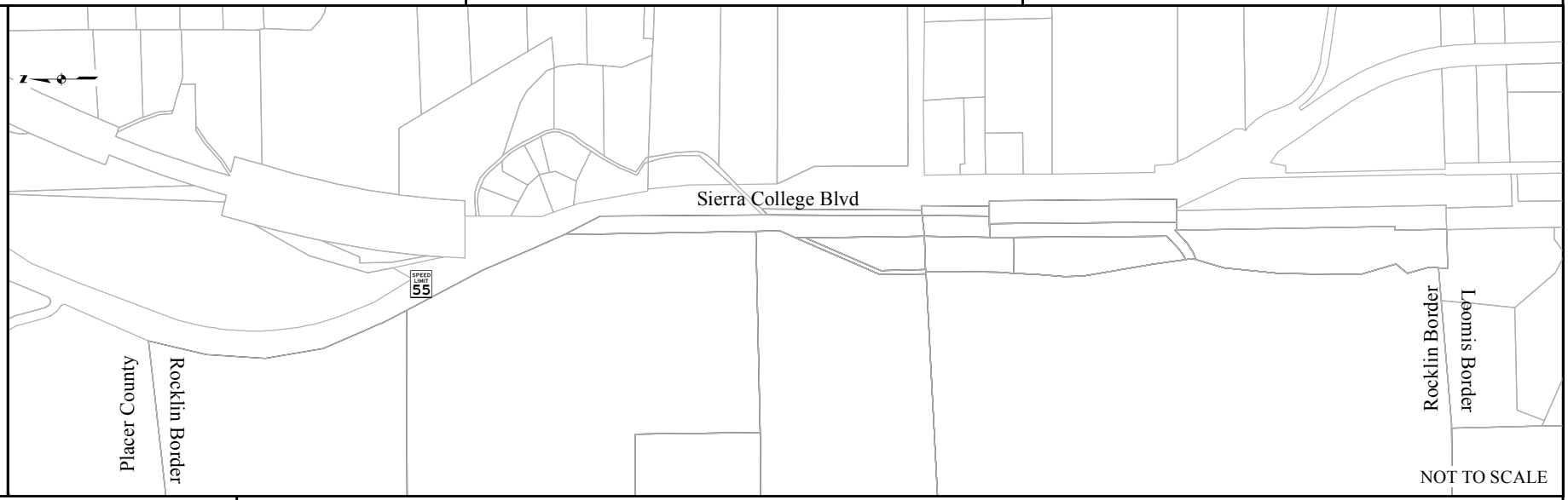
Speed Zone Survey

Road Name:

Sierra College Blvd

Loomis to Placer County

Strip Map



Roadway Width	40'
Number of Lanes	2
ADT	11,789
Divider Type	Painted
Critical Speed	64
Pace Speed	54 - 63
Existing Speed	55
Recommended Speed	55

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 55

Roadside Conditions:

School	☐
Residence	☐
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
0	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Sierra College Blvd **Location:** turn out

Segment: Loomis - Placer County

Length: 1 Mile **Direction:** both

SPEED SURVEY

Date: 06/13/2018 **Day:** Wednesday **Time:** 11am - 11:10am

Weather: Sunny **Observer:** **Long/Nick**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher	1 1 1 1 1 1 1 1 1 1 1 1 1	13
	1 1 1	3
	1 1	2
	1 1 1 1 1 1 1	7
	1 1 1 1 1 1	6
60	1 1 1 1 1 1 1 1 1	9
59	1 1 1 1 1 1 1 1	8
58	1 1 1 1 1 1 1 1 1 1	10
57	1 1 1 1 1 1	6
56	1 1 1 1 1 1	6
55	1 1 1 1 1 1 1 1 1 1 1 1	12
54	1 1 1 1 1 1 1 1	8
53	1 1	2
52	1	1
51	1 1 1 1 1	5
50	1 1 1	3
49		0
48		0
47	1	1
46		0
45		0
44	1	1
43		0
42		0
41		0
40		0
39		0
38		0
37		0
36		0
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**103**

SPEED DATA

Posted:	55	MPH
85th %:	64	MPH
Average:	58	MPH
Pace:	54 - 63	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	0

ROADWAY CONDITIONS

2 lanes, no Bike lane, no recovery area, painted center median, 43 feet wide

DECLARED SPEED LIMIT: 55 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SIERRA COLLEGE BOULEVARD
Granite Drive to Dominguez Road/Bass Pro

DESCRIPTION/LOCATION

Sierra College Boulevard is a 5 lane major arterial road with a painted center median and from Granite Drive to Commons Drive there is a raised center median. There are 3 lanes traveling northbound and 2 lanes traveling southbound with bike lanes and no parking on both sides. This portion serves as access road for Highway 80, and a major shopping center.

There is no recovery area and the road is bound by curb and gutter on both sides.

COLLISIONS

Accident records indicate that there were seventy-two collisions on Sierra College Blvd. from 2015 to 2017. There were twenty-five accidents in 2015, twenty-three in 2016, and twenty-four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Sierra College Blvd. is 47 MPH. It is recommended that the speed limit remains 40 MPH in accordance with section 21400(b) of the California Vehicle Code. The 5 MPH reduction below the 85th percentile is supported by this roadway's heavy traffic volume, and a Pace Speed of 37-46 MPH and the number of collisions.

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CALIFORNIA

Traffic Engineering and Speed Map

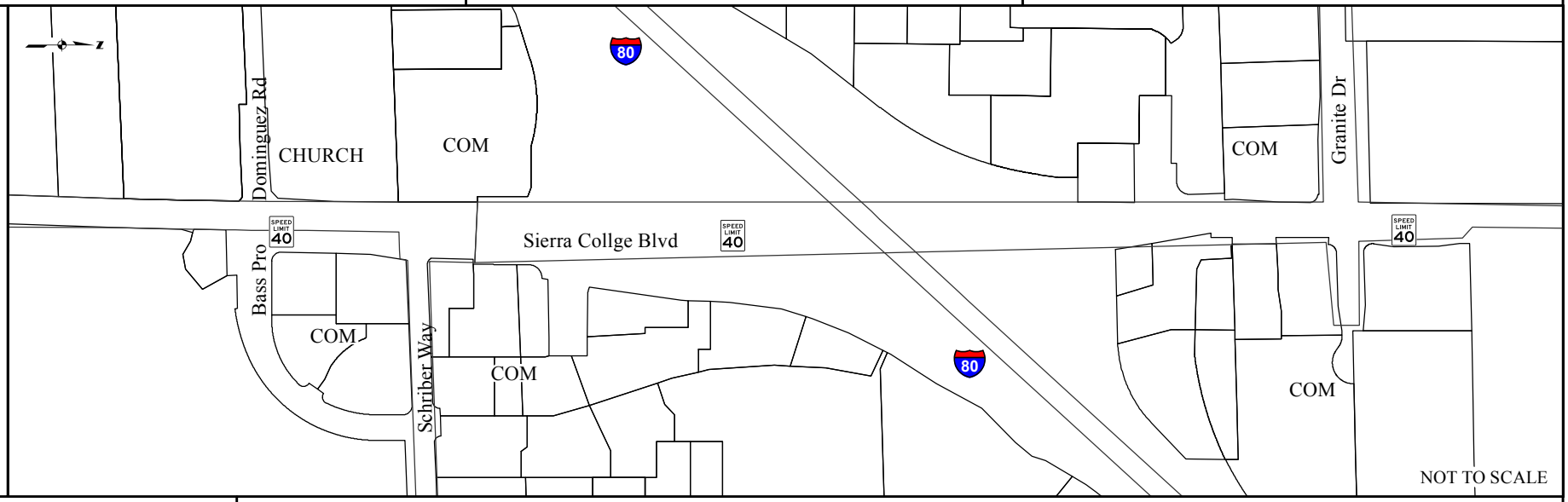
Speed Zone Survey

Road Name:

Sierra College Blvd

Granite Dr. to Dominguez Rd (Bass Pro)

Strip Map



Roadway Width	66'
Number of Lanes	4
ADT	11,789
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	36 - 45
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
25	23	24

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☒

Street: Sierra College Blvd **Location:** Commons Dr/ SCB intersection

Segment: Granite- BassPro

Length: 0.48 mi **Direction:** both

SPEED SURVEY

Date: 06/21/2018 **Day:** Thursday **Time:** 2:05PM- 2:18 PM

Weather: Sunny **Observer:** Nick/Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher	1	1
		0
		0
		0
		0
60	1	1
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1 1	2
50	1	1
49	1 1 1 1 1 1	6
48	1 1 1	3
47	1 1 1 1 1 1 1	7
46	1 1	2
45	1 1 1 1 1 1	6
44	1 1 1 1	4
43	1 1	2
42	1 1 1 1 1 1 1 1	8
41	1 1 1 1	4
40	1 1 1 1 1 1 1 1 1 1 1	11
39	1 1 1 1	4
38	1 1 1 1 1 1 1 1	8
37	1 1 1 1 1 1 1 1 1	9
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1	6
34	1 1 1 1 1	5
33	1	1
32	1 1 1	3
31		0
30	1 1	2
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	40	MPH
85th %:	47	MPH
Average:	41	MPH
Pace:	36-45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	4	3	2
INJURY	2	2	3
FATAL	0	0	0
TOTAL	25	23	24

ROADWAY CONDITIONS

5 travel lanes bike lanes on both sides no recovery area, painted center median, 73 feet wide

DECLARED SPEED LIMIT: 40 MPH



9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

SIERRA COLLEGE BOULEVARD
Dominguez Road/Bass Pro to Rocklin Road

DESCRIPTION/LOCATION

Sierra College Boulevard is a major arterial roadway that varies from 4 to 6 lanes. It carries local and interregional traffic including commercial vehicles. Sierra College Boulevard also provides access to Sierra Community College and Interstate 80. This street varies in width from 45 feet to 130 feet. Sierra College Boulevard has a raised median from Rocklin Road to the entrance of Sierra College. There is no median between the entrance of Sierra College and Interstate 80.

Between Rocklin Road and Interstate 80, this segment has straight vertical curves. It varies between 4 and 5 lanes with 3 lanes in the southbound direction. Retail commercial and mixed use parcels are adjacent to this segment as well. On the north side of Interstate 80, Sierra College Boulevard serves a commercial area that is currently being developed into a major commercial hub. Beyond this, the road serves as a connection to the City of Lincoln and the Town of Loomis.

COLLISIONS

Accident records indicate that there were twenty-five collisions on Sierra College Blvd. from 2015 to 2017. There were eight accidents in 2015, eight in 2016, and nine in 2017.

SURVEY RESULTS/RECOMMENDATION CONTINUED ON NEXT PAGE.

The 85th percentile speed on Sierra College Blvd. is 54 MPH. It is recommended that the speed limit remain at 50 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

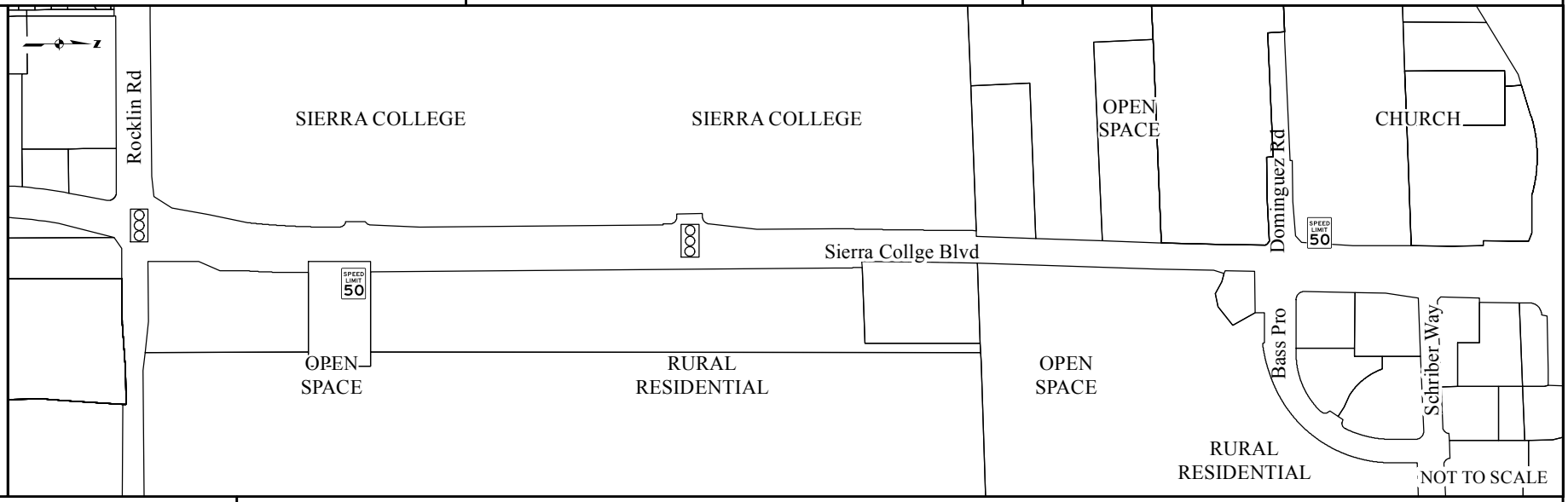
Speed Zone Survey

Road Name:

Sierra College Blvd.

Rocklin Rd. to Bass Pro

Strip Map



Roadway Width	60'
Number of Lanes	5
ADT	22,603
Divider Type	Painted
Critical Speed	54
Pace Speed	46 - 55
Existing Speed	50
Recommended Speed	50

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 50

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
25	23	24

Comments:

Class II bikeway on both sides of road.
Access to Sierra College.

Some Recovery Area		Moderate Traffic Volume	
School Site Access	X	No Recovery Area	X
		Heavy Traffic Volume	X

Street: Sierra College Blvd **Location:** Sierra College football stadium

Segment: Bass Pro - Rocklin Rd

Length: .66 Miles **Direction:** both

SPEED SURVEY

Date: 06/13/2018 **Day:** Wednesday **Time:** 11:43am - 11:53am

Weather: Sunny **Observer:** **Long/Nick**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher	1	1
		0
	1	1
	1	1
		0
60		0
59	1 1	2
58	1	1
57	1	1
56	1 1 1	3
55	1 1 1	3
54	1 1 1	3
53	1 1 1	3
52	1 1 1 1 1 1 1	7
51	1 1 1 1 1 1	6
50	1 1 1 1 1 1	6
49	1 1 1 1 1 1	6
48	1 1 1 1	4
47	1 1 1 1 1 1 1 1 1	9
46	1 1 1 1 1 1 1 1 1	9
45	1	1
44	1 1 1	3
43	1 1 1 1	4
42	1 1 1 1 1 1 1 1	8
41	1 1 1	3
40	1	1
39	1 1 1	3
38	1 1 1 1 1 1	6
37	1	1
36	1 1	2
35	1	1
34	1	1
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	50	MPH
85th %:	54	MPH
Average:	47	MPH
Pace:	46 - 55	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	4	1
INJURY	0	0	3
FATAL	0	0	0
TOTAL	8	8	9

ROADWAY CONDITIONS

5 lane road, Bike lane on each side, No recovery area, Painted Center Median, 85 feet wide

DECLARED SPEED LIMIT: 50 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SIERRA COLLEGE BOULEVARD
Rocklin Road to Roseville City Limit

DESCRIPTION/LOCATION

Sierra College Boulevard is a 5 lane arterial roadway from Rocklin Road to El Don with a concrete landscape median. There are 2 lanes travelling northbound and 3 lanes travelling southbound with bike lanes and no parking on both sides. The southbound #3 lane becomes a right turn only onto El Don Drive. From El Don Drive to Nightwatch Drive, there are 2 lanes travelling northbound, and 2 lanes travelling southbound with bike lanes and no parking on both sides, with a painted center median. From Nightwatch Drive to Scarborough Drive, there are 3 lanes travelling southbound, and 2 lanes travelling northbound, with a concrete landscape median. Sierra College Boulevard north of Nightwatch Drive has a steep grade with a horizontal curve and no raised center divider.

COLLISIONS

Accident records indicate that there were 39 collisions on Sierra College Blvd. from 2015 to 2017. There were 13 accidents in 2015, 14 in 2016, and 12 in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Sierra College Blvd. is 56 MPH. It is recommended that the speed limit remain at 50 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

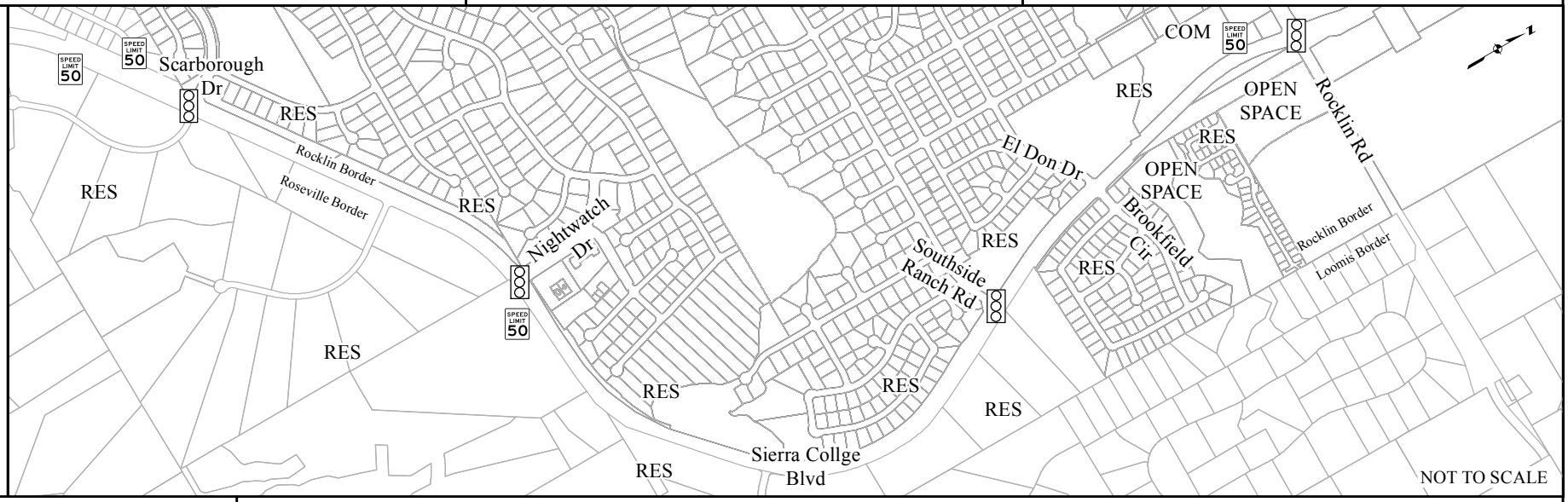
Speed Zone Survey

Road Name:

Sierra College Blvd.

Rocklin Rd. to Roseville City Limit

Strip Map



Roadway Width	80'
Number of Lanes	4
ADT	21,845
Divider Type	Raised Landscape
Critical Speed	56
Pace Speed	45 - 54
Existing Speed	50
Recommended Speed	50

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 50

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
13	14	12

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☒

Street: Sierra College Boulevard **Location:** Sunrise Senior Living Center

Segment: Rocklin Rd - Roseville City Limit

Length: 1.8 Miles **Direction:** Both

SPEED SURVEY

Date: 11/20/2018 **Day:** Tuesday **Time:** 2:25 pm - 3:04 pm

Weather: Clear **Observer:** **Jordan**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
	1	1
		0
	1	1
60	1 1	2
59	1 1 1 1	4
58	1 1 1 1	4
57	1 1 1 1 1 1 1 1 1 1 1	11
56	1 1 1 1 1 1 1 1 1 1 1 1	12
55	1 1 1 1 1 1 1	7
54	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	22
53	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	23
52	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
51	1 1 1 1 1 1 1 1 1 1 1 1 1	12
50	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	18
49	1 1 1 1 1 1 1 1 1 1 1 1 1	12
48	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	18
47	1 1 1 1 1 1 1 1 1 1 1	11
46	1 1 1 1 1 1 1 1 1 1 1	11
45	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
44	1 1 1 1 1 1	6
43	1 1	2
42	1 1 1 1 1 1 1	7
41		0
40	1	1
39		0
38		0
37		0
36		0
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	213

SPEED DATA

Posted:	50	MPH
85th %:	56	MPH
Average:	51	MPH
Pace:	45 - 54	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	4	4	0
INJURY	1	0	2
FATAL	0	0	0
TOTAL	13	14	12

ROADWAY CONDITIONS

5 travel lanes, bike lanes on both sides, no recovery area, painted center median, 67 feet wide

DECLARED SPEED LIMIT: 50 MPH

09/26/2018
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/2018

SIERRA MEADOWS DRIVE
Pacific Street to Granite Drive

DESCRIPTION/LOCATION

Sierra Meadows Drive is a two-lane major collector that runs north-south and is 46 feet wide. It has a painted centerline as well as class II bikeways and parking lanes on both sides. Sierra Meadows Drive is a link between Granite Drive and Pacific Street and the street is signalized at these intersections. Sight distance is limited by several horizontal curves on the roadway. There is a pedestrian-actuated warning system for an uncontrolled crosswalk to the park.

Along Sierra Meadows Drive there is a church, daycare center, and neighborhood park as well as residential, commercial and industrial zones. There is also a regional UPS hub that produces a large amount of commercial traffic, including tractor/trailer combinations. Much of the traffic for the entire length of the roadway must enter from a parking lot or merge from the shoulder.

COLLISIONS

There have been eleven collisions on Sierra Meadows Dr. from 2015 to 2017. There were two in 2015, three in 2016, and five in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Sierra Meadows Dr. is 38 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

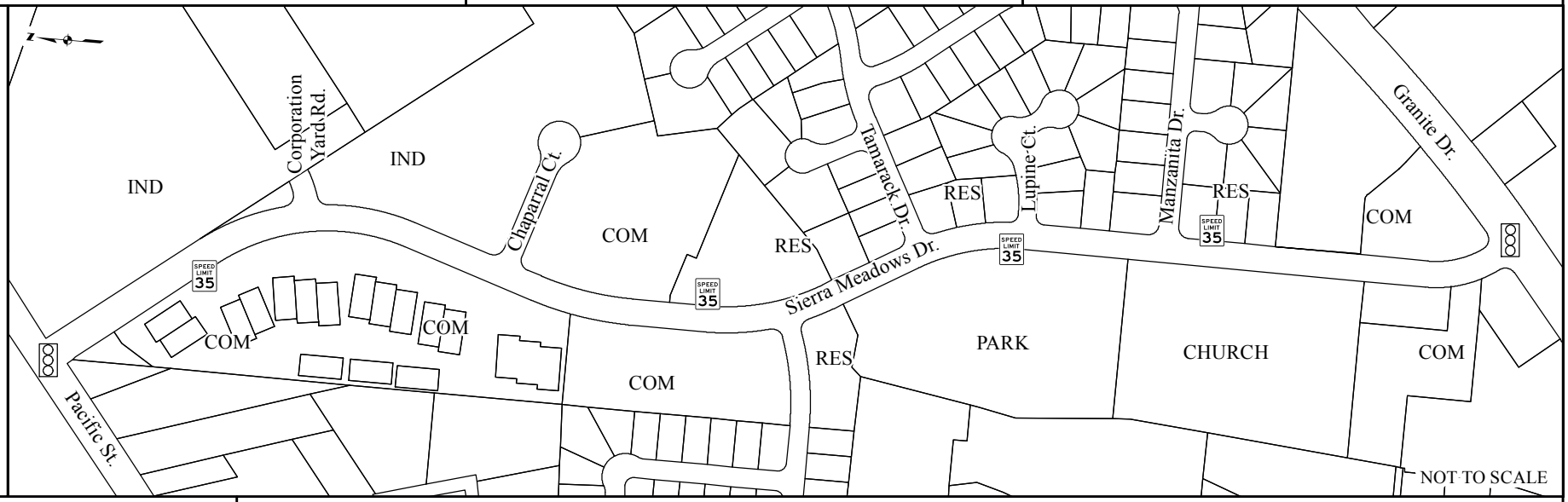
Speed Zone Survey

Road Name:

Sierra Meadows Dr.

Pacific St. to Granite Dr.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	6506
Divider Type	Raised Landscape
Critical Speed	38
Pace Speed	30 - 39
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☒
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
2	3	6

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Sierra Meadows **Location:** Tuttle Dr

Segment: Pacific - Granite

Length: 0.67 mi **Direction:** both

SPEED SURVEY

Date: 04/19/2018 **Day:** Thurs **Time:** 12:45 P.M. 1:50pm

Weather: Sunny **Observer:** **Ali D.**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42	1	1
41	1 1	2
40	1 1 1 1 1	5
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1 1 1	7
37	1 1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
32	1 1 1 1 1 1 1 1	8
31	1 1 1 1 1 1 1 1 1 1 1	11
30	1 1 1 1 1 1 1	7
29	1 1 1	3
28	1 1 1	3
27	1 1	2
26		0
25		0
24		0
23		0
22	1	1
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	117

SPEED DATA

Posted:	35	MPH
85th %:	38	MPH
Average:	34	MPH
Pace:	30 - 39	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	1
FATAL	0	0	0
TOTAL	2	3	6

ROADWAY CONDITIONS

2 travel lanes, bike lane on both side, 48' wide, retroreflector and non-retroreflector divider, street parking

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SOUTH GROVE STREET
Rocklin Road to Kannasto Street

DESCRIPTION/LOCATION

South Grove Street is a residential collector that runs North-South from Rocklin Road to Kannasto Street. From Rocklin Road to Winding Lane, there are class 2 bike lanes on both sides of the street and the roadway is divided by a painted double yellow roadway stripe. This segment of South Grove Street provides access to the Rocklin Police Department and the Rocklin DMV. From Winding Lane to Kannasto Way, the road widens to accommodate for street parking on both sides. This segment of the roadway provides access to medium and high-density housing.

There is no recovery area on South Grove Street. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

South Grove Street is part of the California Road System approved by FHWA and must be surveyed in order to be compliant with that program.

COLLISIONS

Accident records show that there was one collision on South Grove Street from 2020 to 2022. This collision occurred in 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on South Grove Street is 30 MPH. It is recommended that the speed limit remain at 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

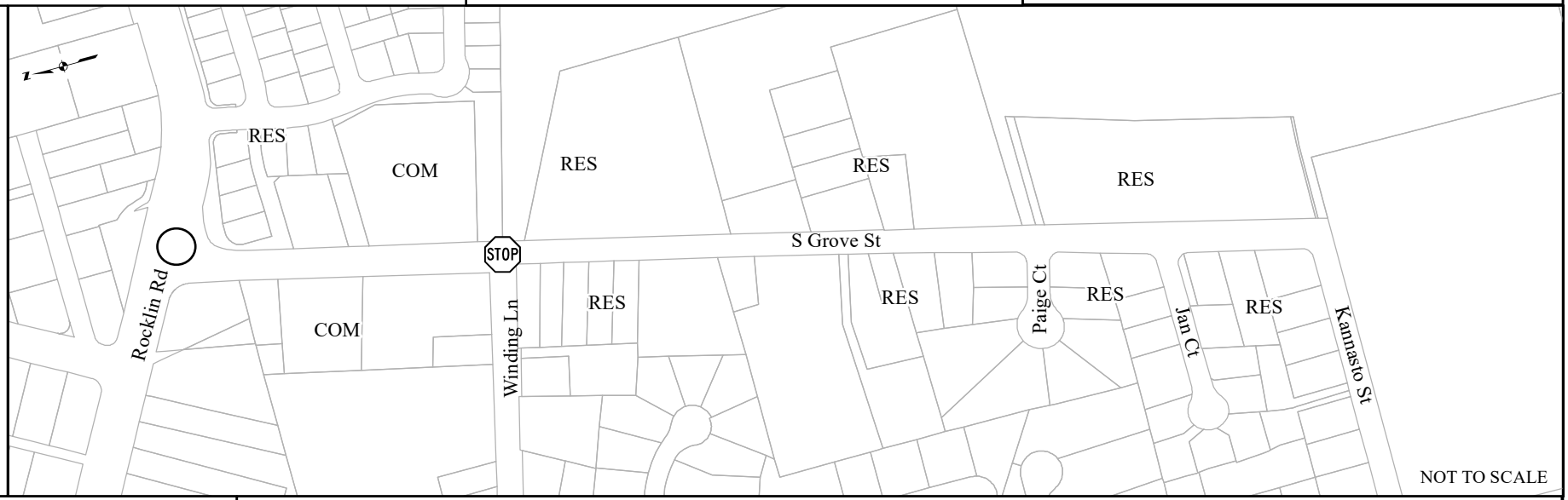
Speed Zone Survey

Road Name:

South Grove St.

Rocklin Rd to Kannasto St.

Strip Map



Roadway Width	34'
Number of Lanes	2
ADT	1723
Divider Type	None
Critical Speed	30
Pace Speed	22-31
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal		Roundabout	
Commercial	COM	Stop Sign	STOP		
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25		

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2020	2021	2022
0	0	1

Comments:

Class 2 bikeway on both sides of the road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: South Grove Street **Location:** Street Light C11175

Segment: Rocklin Road - Kannasto Street

Length: 0.42 Miles **Direction:** Both

SPEED SURVEY

Date: 11/21/2022 **Day:** Monday **Time:** 9:10am - 10:15am

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38		0
37		0
36	1	1
35	1	1
34		0
33		0
32	1 1 1 1	4
31	1 1	2
30	1 1 1 1 1 1 1 1 1 1	10
29	1 1 1 1 1 1 1 1	8
28	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
27	1 1 1 1 1 1 1 1 1 1 1	11
26	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
25	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
24	1 1 1 1 1 1 1 1 1 1 1 1	12
23	1 1 1 1	4
22	1 1 1 1 1	5
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	25	MPH
85th %:	30	MPH
Average:	27	MPH
Pace:	22-31	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	0	1

ROADWAY CONDITIONS

2 travel lanes, painted double yellow centerline, bike lane on both sides, no recovery area, 34 feet wide. Road widens to 46 feet south of Kokila Ct to accommodate street parking on both sides

DECLARED SPEED LIMIT: 25 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

SOUTH WHITNEY BOULEVARD
Sunset Boulevard to Five Star Boulevard

DESCRIPTION/LOCATION

South Whitney Boulevard is a two-lane major residential collector with a parking lane and a class II bikeway on both sides, with a 25 foot wide landscaped median. It serves primarily medium and high-medium density housing. This street has residential driveways at approximately 50 ft. intervals.

There is no recovery area on South Whitney Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

South Whitney Boulevard connects Five Star Boulevard to Sunset Boulevard/Whitney Boulevard. This road is heavily traveled due to the shopping centers located off of Five Star Boulevard and its proximity to Hwy 65.

COLLISIONS

Collision records show that there were eighteen collisions on South Whitney Blvd. from 2015 to 2017. There were two collisions in 2015, nine in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on South Whitney Blvd. is 36 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

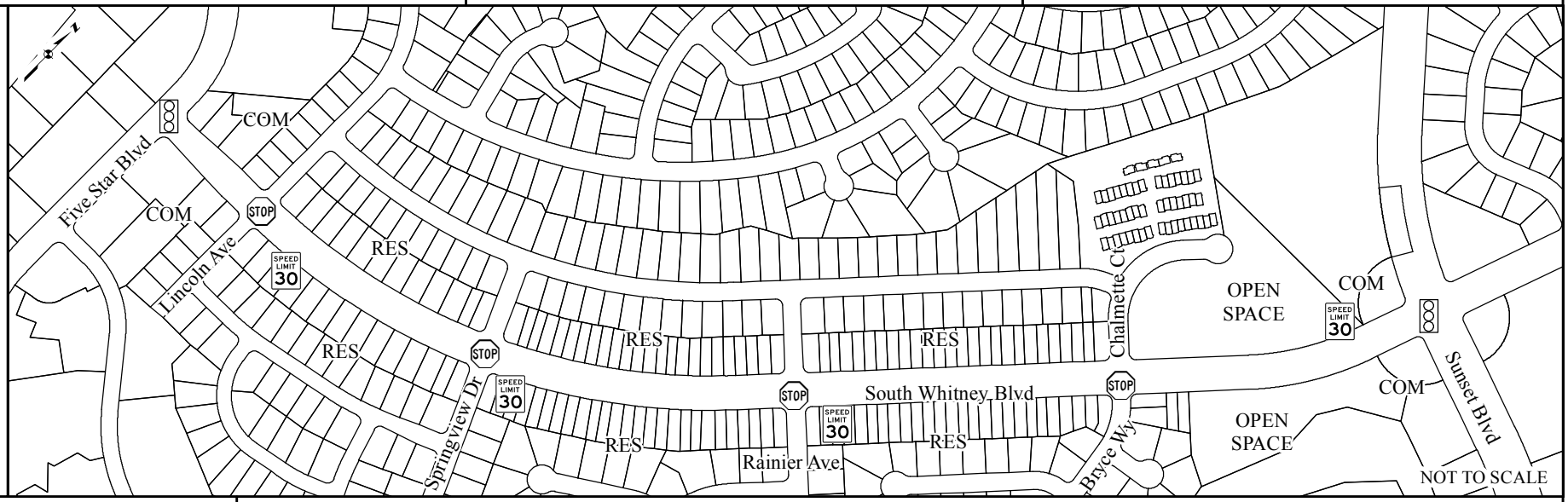
Speed Zone Survey

Road Name:

South Whitney Blvd.

Sunset Blvd. to Five Star Blvd.

Strip Map



Roadway Width	82'
Number of Lanes	2
ADT	5488
Divider Type	Raised Landscape
Critical Speed	36
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
2	9	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X	Moderate Traffic Volume	X
School Site Access				Heavy Traffic Volume	

Street: South Whitney **Location:** 2505 S. Whitney Blvd & 2510 S. Whitney Blvd

Segment: Sunset - Five Star

Length: .59 Miles **Direction:** Both

SPEED SURVEY

Date: 04/20/2018 **Day:** Friday **Time:** 2:20pm - 3:40pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43	1	1
42	1	1
41		0
40	1 1	2
39	1	1
38	1 1 1	3
37	1 1 1	3
36	1 1 1 1 1 1 1 1	8
35	1 1 1 1 1 1	6
34	1 1 1 1 1 1 1 1	8
33	1 1 1 1 1 1 1 1 1 1 1	11
32	1 1 1 1 1 1 1 1 1 1 1 1	12
31	1 1 1 1 1 1 1 1 1 1 1 1 1	13
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1 1 1 1	7
28	1 1 1	3
27	1 1 1 1 1 1	6
26		0
25	1	1
24	1 1	2
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	30	MPH
85th %:	36	MPH
Average:	32	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	1
INJURY	0	0	1
FATAL	0	0	0
TOTAL	2	9	7

ROADWAY CONDITIONS

2 travel lanes, street parking bike lane on each side, raised divider, 82 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SPRING CREEK DRIVE
Whitney Ranch Parkway to Ranch View Drive

DESCRIPTION/LOCATION

Spring Creek Drive is a two-lane collector that runs north-south. It has a class II bikeway on both sides and a striped center median. This street is bordered by open space and several residential neighborhoods.

Spring Creek Drive is stop-controlled at its intersection with Ranch View Drive and signalized at Whitney Ranch Parkway. This street experiences moderate traffic due to the adjoining residences and its close proximity to Whitney High School.

There is no recovery area on Spring Creek Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been three collisions on Spring Creek Dr. from 2015 to 2017. There were two collisions in 2015, one in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Spring Creek Dr. is 41 MPH. It is recommended that the speed limit remains at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

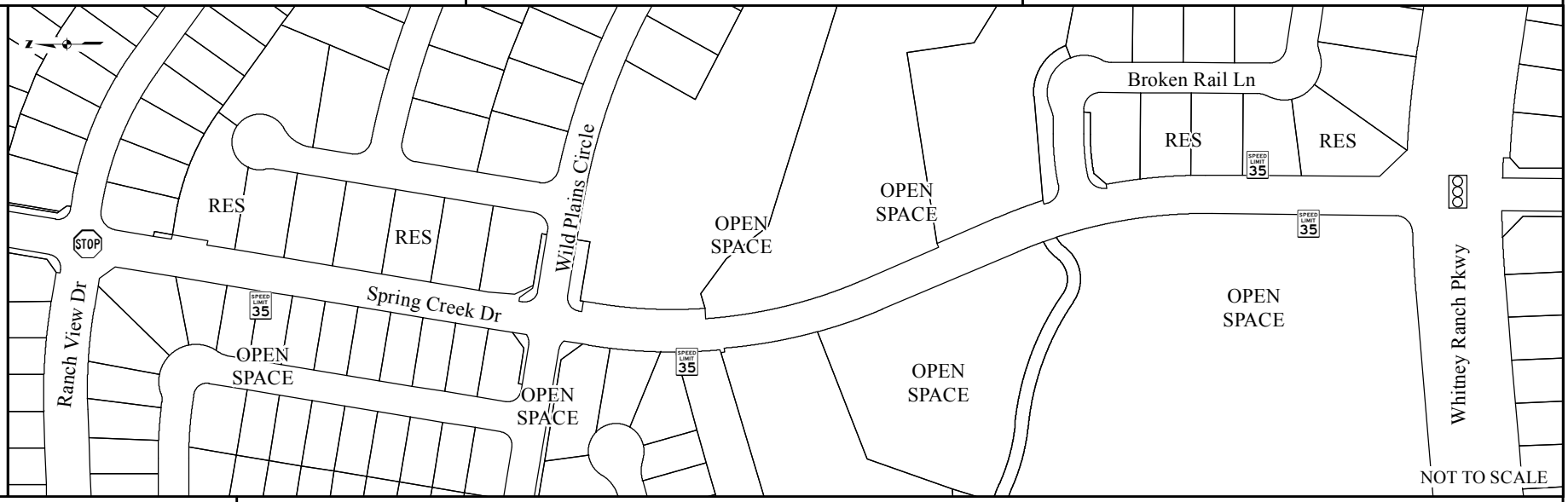
Speed Zone Survey

Road Name:

Spring Creek Dr.

Whitney Ranch Pkwy. to Ranch View Dr.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	5481
Divider Type	Painted
Critical Speed	41
Pace Speed	33 - 42
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
2	1	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☐

Street: Spring Creek **Location:** Broken Rail Ln c11034

Segment: Whitney Ranch - Ranch View

Length: .4 Miles **Direction:** Both

SPEED SURVEY

Date: 04/26/2018 **Day:** Thursday **Time:** 3:16pm - 4:06pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50		0
49		0
48		0
47		0
46		0
45	1	1
44	1 1	2
43	1 1	2
42	1 1 1	3
41	1 1 1 1 1 1 1	7
40	1 1 1 1 1 1 1 1 1 1 1 1	12
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1 1 1 1	13
36	1 1 1 1 1 1	6
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1 1 1 1 1 1 1 1	13
33	1 1 1 1 1 1	6
32		0
31	1 1 1	3
30	1 1 1	3
29		0
28	1	1
27		0
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	37	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	1	0

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, no recovery area, 36 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SPRINGVIEW DRIVE
Springview Meadows Drive to Sunset Boulevard

DESCRIPTION/LOCATION

Springview Drive is a two-lane curvilinear major collector. It has a painted center line, an 8 foot parking lane, and a class II bikeway on both sides. Springview Drive serves several residential subdivisions and South Placer Municipal Utility District (SPMUD office.

There is no recovery area on Springview Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been twenty-two collisions on Springview Dr. from 2015 to 2017. There were four collisions in 2015, eleven in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Springview Dr. is 40 MPH. It is recommended that the speed limit remains at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

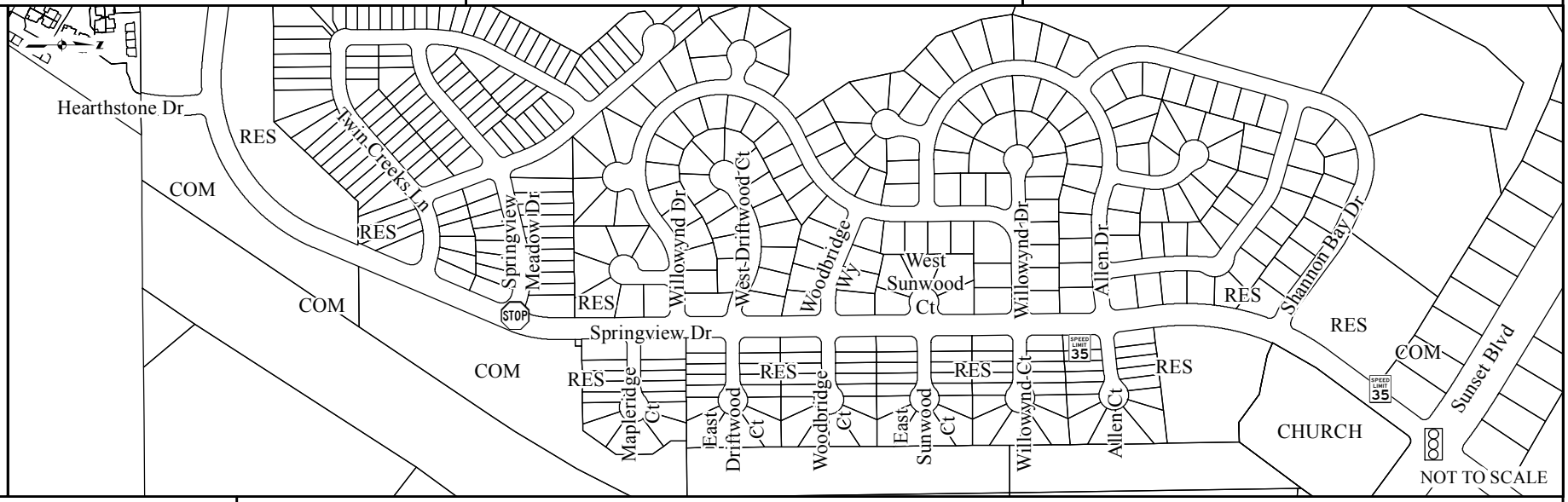
Speed Zone Survey

Road Name:

Springview Dr.

Springview Meadows Dr. to Sunset Blvd.

Strip Map



Roadway Width	46'
Number of Lanes	2
ADT	5857
Divider Type	Painted
Critical Speed	40
Pace Speed	31 - 40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
4	11	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: Springview Dr **Location:** E. Sunwood

Segment: Springview Meadows - Sunset

Length: .55 Miles **Direction:** both

SPEED SURVEY

Date: 06/05/2018 **Day:** Tuesday **Time:** 11:33am - 12:14pm

Weather: Sunny **Observer:** Long/Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1	1
51		0
50		0
49		0
48	1	1
47	1	1
46		0
45		0
44	1	1
43		0
42	1 1 1 1	4
41	1 1 1	3
40	1 1 1 1 1 1 1 1	8
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1	5
37	1 1 1 1 1 1 1 1 1	9
36	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1 1 1 1 1 1 1 1 1	13
33	1 1 1 1	4
32	1 1 1 1	4
31	1 1 1 1 1 1	6
30	1 1 1 1 1 1	6
29	1	1
28		0
27	1	1
26	1 1	2
25		0
24		0
23		0
22		0
21	1	1
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	36	MPH
Pace:	31 - 40	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	4	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	11	7

ROADWAY CONDITIONS

46' wide, 2 lanes, bike lane on both sides, street parking, no recovery area, retroreflectors and non-retroreflectore divider

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SPRINGVIEW DRIVE
South Whitney Boulevard to Springview Meadows Drive

DESCRIPTION/LOCATION

Springview Drive is a two-lane curvilinear major collector. It has a painted center line, an 8 foot parking lane, and a class II bikeway on both sides. Springview Drive serves several residential subdivisions, a few apartment complexes, and an elementary school near Christopher Court. It has a high volume of pedestrians due to the school and high density residences.

There is no recovery area on Springview Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been eight collisions on Springview Dr. from 2015 to 2017. There were two collisions in 2015, three in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Springview Dr. is 34 MPH. It is recommended that the speed limit remains at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

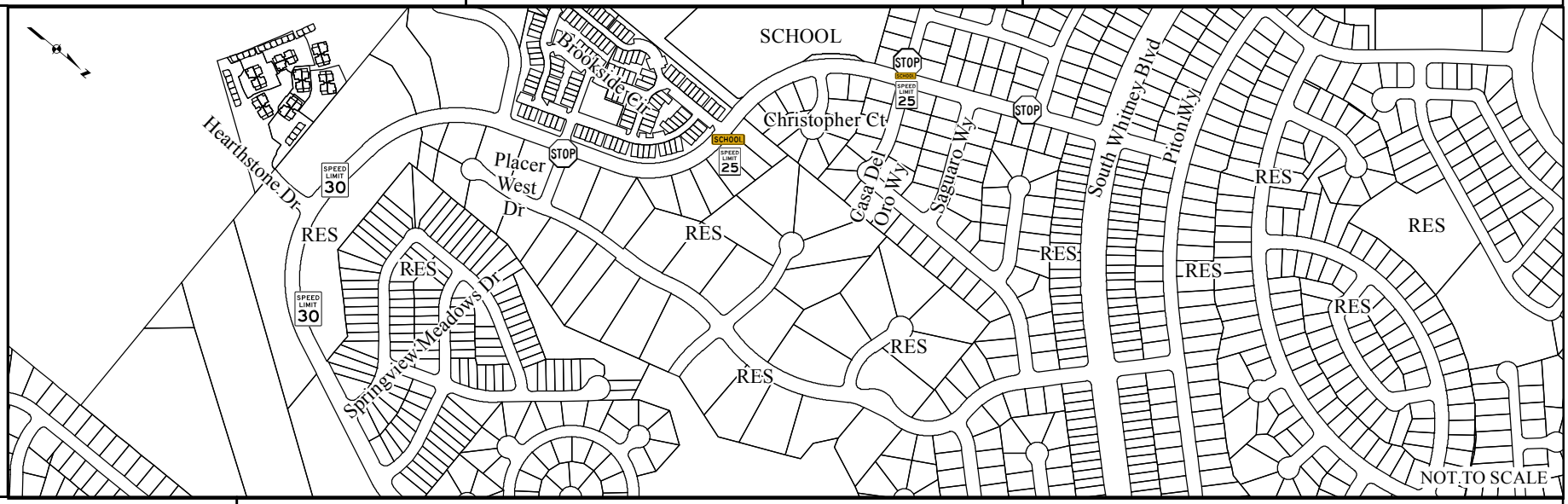
Speed Zone Survey

Road Name:

Springview Dr.

South Whitney Blvd. to Springview Meadows Dr.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	3868
Divider Type	Painted
Critical Speed	34
Pace Speed	26 - 35
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
2	3	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume: X

Heavy Traffic Volume:

Street: Springview Dr **Location:** Saguaro

Segment: South Whitney - Springview Meadows

Length: .67 Miles **Direction:** both

SPEED SURVEY

Date: 06/05/2018 **Day:** Tuesday **Time:** 12:17pm - 12:50pm

Weather: Sunny **Observer:** Nick/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54	1	1
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39	1 1	2
38	1	1
37	1 1 1	3
36	1 1 1 1 1	5
35	1 1	2
34	1 1 1 1 1 1 1 1 1 1 1	11
33	1 1 1 1 1 1	6
32	1 1 1 1 1 1 1 1 1 1 1 1	12
31	1 1 1 1 1	5
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1 1 1 1 1 1 1 1	11
28	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
27	1 1 1 1	4
26	1 1 1 1 1 1 1	7
25	1 1 1 1	4
24		0
23	1	1
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	30	MPH
85th %:	34	MPH
Average:	31	MPH
Pace:	26 - 35	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	1
INJURY	0	0	1
FATAL	0	0	0
TOTAL	2	3	3

ROADWAY CONDITIONS

2 lanes, Bike lane on each side, street parking, 46' wide, no recovery area, retroreflector and non-retroreflector divider

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

STANFORD RANCH ROAD
City of Roseville Limit to Park Drive

DESCRIPTION/LOCATION

Stanford Ranch Road is a four lane divided minor arterial with a raised landscaped median, curb, gutter and sidewalk with 15 feet of landscaping on both sides of the roadway. This roadway serves many residential and commercial developments, connects with many other arterial and collector roadways and provides access to State Route 65 via Roseville. Along this segment are many housing divisions and an elementary school that can only be accessed through Stanford Ranch Road. The abutting speed limit in the City of Roseville is 40 MPH.

At the intersection of Stanford Ranch Road and Sunset Boulevard, substantial traffic volumes are produced due to adjacent commercial centers. This intersection has one of the highest continuous traffic volumes in the City of Rocklin. Rocklin High School also has direct access to Stanford Ranch Road. In addition to the high school, Stanford Ranch Road serves a fire station and senior living apartments. The area between Crest Drive and Park Drive is heavily traveled by pedestrians, bicyclists, and vehicles as a result of the school, especially during the morning and afternoon hours.

Stanford Ranch has no recovery area and is bound by curb, gutter and sidewalk.

COLLISIONS

There have been 95 collisions on Stanford Ranch Rd. from 2015 to 2017. There were twenty-nine collisions in 2015, thirty-six in 2016, and thirty in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Stanford Ranch Rd. is 47 MPH. It is recommended that the speed limit remains at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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CALIFORNIA

Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

Stanford Ranch Rd.

Roseville Border to Park Dr.

Strip Map



Roadway Width	84'
Number of Lanes	4
ADT	17,414
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	39 - 48
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	X
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
29	36	30

Comments:
Class II bikeway on both sides of road.
Heavy pedestrian volume due to High School

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Stanford Ranch **Location:** Cobblestone

Segment: Roseville Border - Park

Length: 1.84 Miles **Direction:** both

SPEED SURVEY

Date: 05/15/2018 **Day:** Tuesday **Time:** 9:20am - 10:15pm

Weather: Cloudy **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55	1 1	2
54		0
53	1	1
52		0
51		0
50		0
49	1 1 1 1	4
48	1 1 1	3
47	1 1 1 1 1 1	6
46	1 1 1 1 1 1 1 1 1	9
45	1 1 1 1 1 1 1 1 1 1 1 1 1	13
44	1 1 1 1 1 1	6
43	1 1 1 1 1 1 1 1 1	9
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1	5
40	1 1 1 1 1 1 1 1 1 1 1	11
39	1 1 1 1 1 1	6
38	1 1 1 1	4
37	1 1 1	3
36	1 1	2
35	1 1 1 1	4
34	1 1 1	3
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	40	MPH
85th %:	47	MPH
Average:	43	MPH
Pace:	39 - 48	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	10	7	6
INJURY	0	0	0
FATAL	0	0	0
TOTAL	29	36	30

ROADWAY CONDITIONS

4 travel lanes with landscape median, bike lanes on both sides, no recovery area. 84 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

STANFORD RANCH ROAD
Park Drive to West Oaks Boulevard

DESCRIPTION/LOCATION

Stanford Ranch Road is a four lane divided minor arterial with a raised landscaped median, curb, gutter and sidewalk with 15 feet of landscaping on both sides of the roadway. This roadway serves medium density housing and borders open space. There is a signalized intersection along this segment at Darby Road.

Stanford Ranch Road is bound by curb, gutter, sidewalk, and signalized intersections.

COLLISIONS

There have been twenty-two collisions on Stanford Ranch Rd. from 2015 to 2017. There were eight collisions in 2015, seven in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Stanford Ranch Rd. is 52 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

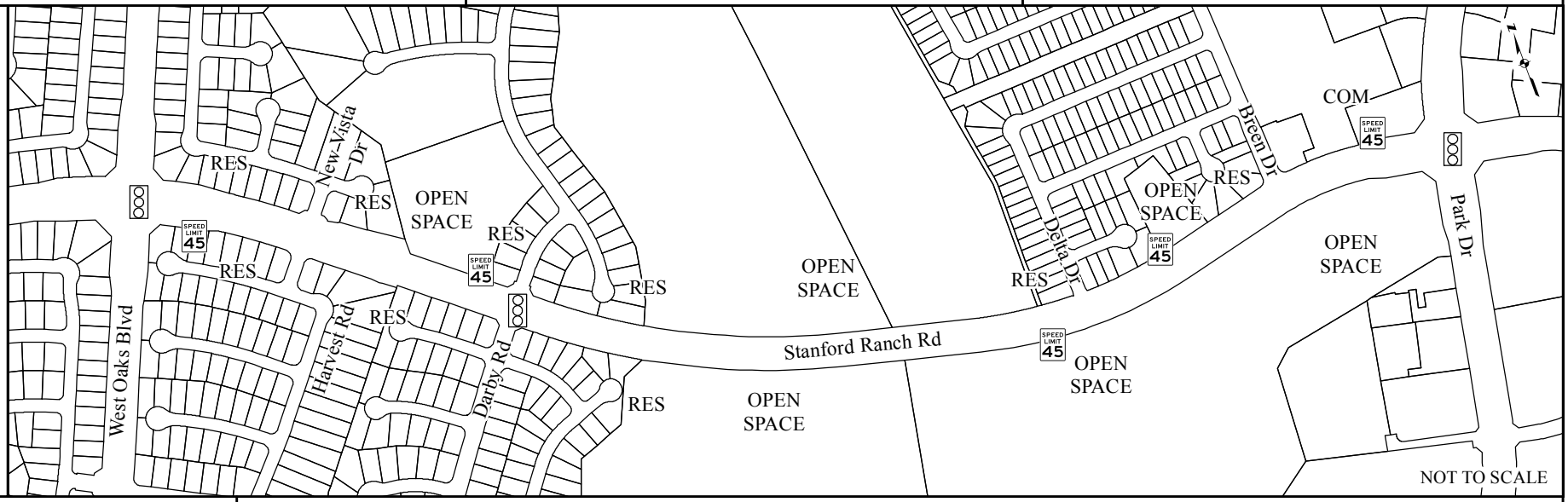
Speed Zone Survey

Road Name:

Stanford Ranch Rd.

Park Dr. to West Oaks Blvd.

Strip Map



Roadway Width	80'
Number of Lanes	4
ADT	15,228
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	42 - 51
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
8	7	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☐

Heavy Traffic Volume ☒

Street: Stanford Ranch **Location:** Park - Darby

Segment: Park - West Oaks

Length: .92 Miles **Direction:** Both

SPEED SURVEY

Date: 05/02/2018 **Day:** Wednesday **Time:** 1:50pm -2:07 pm

Weather: sunny **Observer:** long

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher	1	0
		1
		0
		0
		0
60		0
59		0
58		0
57	1 1 1 1	4
56	1	1
55	1 1 1 1 1	5
54	1 1	2
53	1 1 1	3
52	1 1 1 1 1	5
51	1 1 1 1 1 1 1 1 1 1 1	11
50	1 1 1 1 1 1 1 1 1 1	10
49	1 1 1 1 1 1	6
48	1 1 1 1 1 1 1	7
47	1 1 1 1 1	5
46	1 1 1 1 1 1 1 1 1 1	10
45	1 1 1 1 1 1 1	7
44	1 1 1 1 1 1 1 1	8
43	1 1 1 1 1	5
42	1 1 1	3
41	1 1 1 1 1 1	6
40	1 1 1 1 1 1	6
39	1	1
38	1	1
37	1	1
36		0
35	1	1
34		0
33	1	1
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	110

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	47	MPH
Pace:	42 - 51	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	8	7	7

ROADWAY CONDITIONS

4 travel lanes, Lanscape median, bike lane on both sides, no recovery area, 80 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Highway 65 to Blue Oaks Boulevard

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway which has the consistently high traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment is curvilinear with three lanes in each direction. It connects Lincoln and Roseville to Rocklin via State Route 65. It serves a largely commercial and retail zoned area with a large apartment complex at the intersection of Blue Oaks and Sunset Boulevard.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been forty-six collisions on Sunset Blvd. from 2015 to 2017. There were twenty collisions in 2015, twenty in 2016, and six in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 47 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

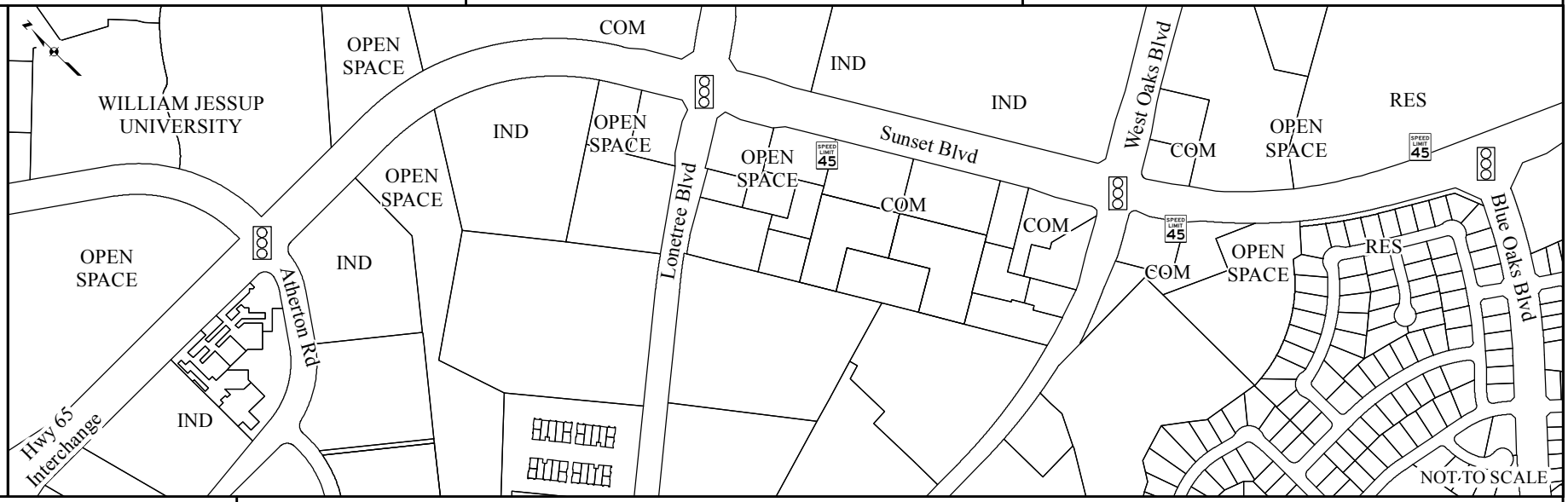
Speed Zone Survey

Road Name:

Sunset Blvd.

Highway 65 to Blue Oaks Blvd.

Strip Map



Roadway Width	108'
Number of Lanes	6
ADT	23,176
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	40 - 49
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	X
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
20	20	6

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Sunset **Location:** Sutter Medical Foundation

Segment: Highway 65 - Blue Oaks

Length: 1.16 mi **Direction:** both

SPEED SURVEY

Date: 06/25/2018 **Day:** Monday **Time:** 10:36 -11:07 AM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
	1	1
60		0
59		0
58	1	1
57		0
56	1	1
55	1	1
54		0
53	1	1
52	1	1
51	1 1	2
50	1 1	2
49	1 1 1	3
48	1 1 1 1	4
47	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
46	1 1 1 1 1 1 1 1	8
45	1 1 1 1 1 1	6
44	1 1 1 1 1 1 1 1 1 1 1 1 1	13
43	1 1 1 1 1 1	6
42	1 1 1 1 1 1 1	7
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1 1 1 1	10
39	1 1 1	3
38	1 1	2
37	1 1 1	3
36	1 1	2
35	1	1
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	45	MPH
85th %:	47	MPH
Average:	44	MPH
Pace:	40-49	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	1	0
INJURY	0	2	1
FATAL	0	0	0
TOTAL	20	20	6

ROADWAY CONDITIONS

6 travel lanes, landscape median, bike lane on both side, no recover area

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Blue Oaks Boulevard to Park Drive

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment of Sunset Boulevard is linear with three lanes in each direction. It serves medium and high density housing on both sides of the road with a commercial retail center at the intersection of Park Drive.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been thirty-four collisions on Sunset Blvd. from 2015 to 2017. There were thirteen collisions in 2015, seven in 2016, and fourteen in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 52 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

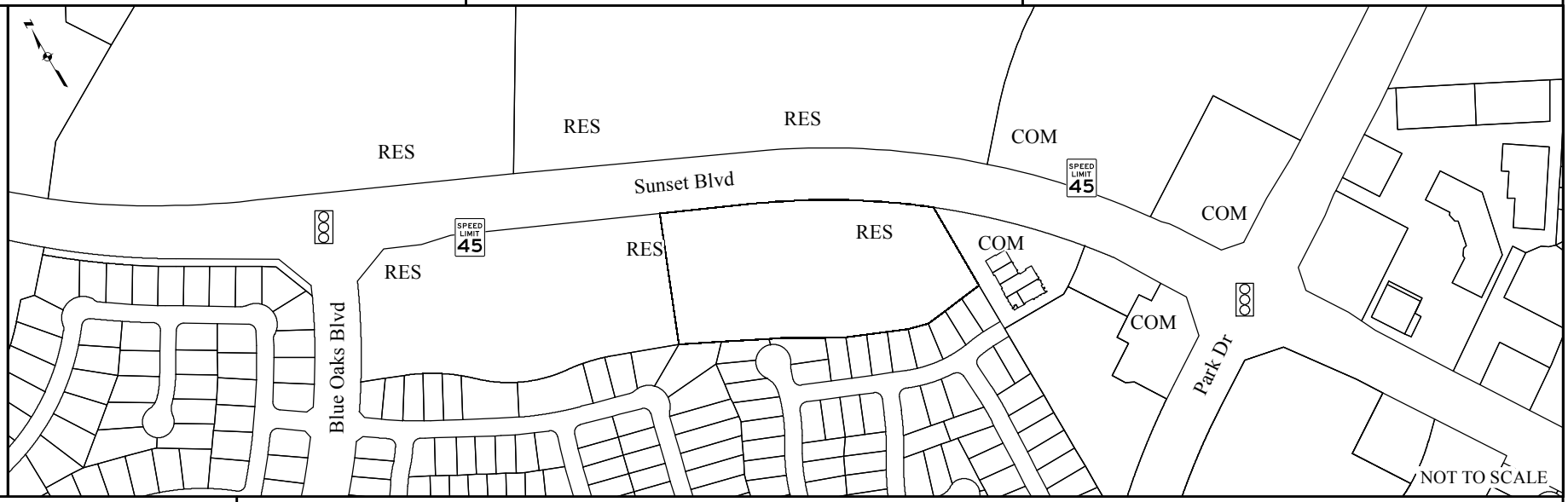
Speed Zone Survey

Road Name:

Sunset Blvd.

Blue Oaks Blvd. to Park Dr.

Strip Map



Roadway Width	102'
Number of Lanes	6
ADT	23,176
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	42 - 51
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
13	7	14

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Sunset **Location:** Meridan / Sunset Summit

Segment: Blue Oaks - Park

Length: 0.46 mi **Direction:** both

SPEED SURVEY

Date: 04/18/2018 **Day:** Wed **Time:** 10:10 A.M. - 10:42 A.M.

Weather: Cloudy **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60	1	1
59	1 1	2
58	1	1
57		0
56	1 1	2
55	1 1	2
54	1 1	2
53	1 1 1 1	4
52	1 1 1 1 1	5
51	1 1 1 1	4
50	1 1 1 1 1 1 1 1 1	9
49	1 1 1 1	4
48	1 1 1 1 1 1 1 1	8
47	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
46	1 1 1	3
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1 1 1 1	8
43	1 1 1 1 1	5
42	1 1 1 1 1 1 1 1	8
41	1 1	2
40	1 1 1 1 1	5
39	1	1
38	1 1	2
37		0
36	1	1
35		0
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	47	MPH
Pace:	42 - 51	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	7	1	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	13	7	14

ROADWAY CONDITIONS

6 travel lanes, landscape median, bike lane on both side, no recover area

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Park Drive to Stanford Ranch Road

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment of Sunset Boulevard is linear with three lanes each direction. It serves medium and high density housing with commercial retail centers at the intersection of Stanford Ranch Road and Park Drive.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been twenty-seven collisions on Sunset Blvd. from 2015 to 2017. There were ten collisions in 2015, ten in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 52 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

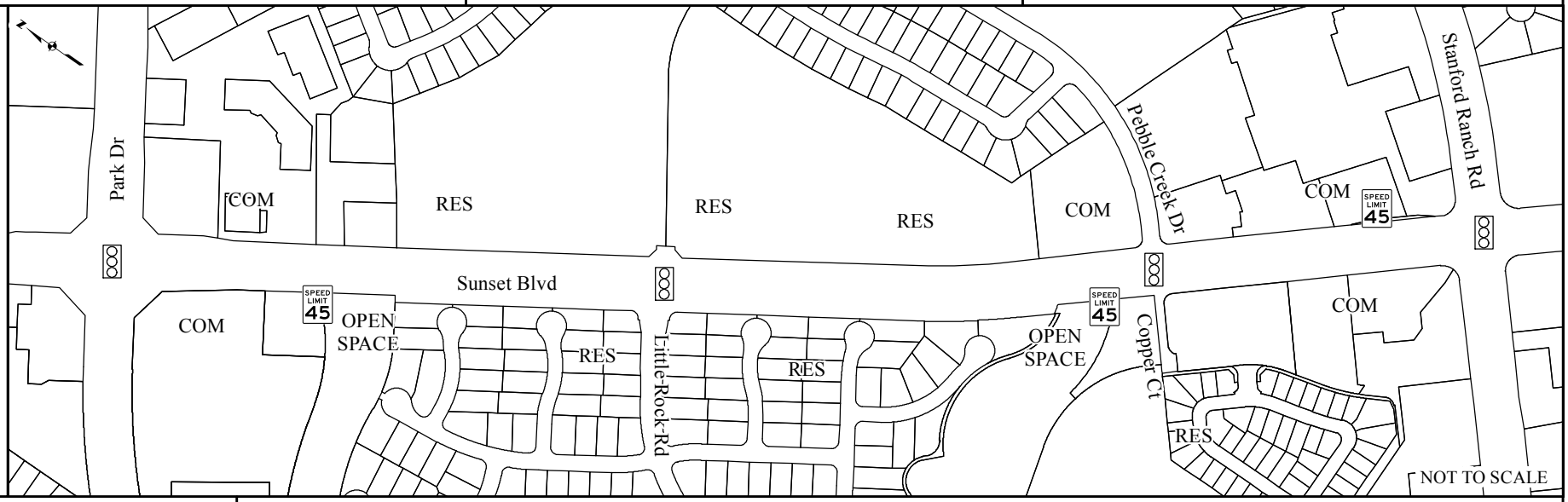
Speed Zone Survey

Road Name:

Sunset Blvd.

Park Dr. to Stanford Ranch Rd.

Strip Map



Roadway Width	102'
Number of Lanes	6
ADT	21,100
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	42 - 51
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
10	10	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Sunset **Location:** Bank of America

Segment: Park - Stanford Ranch

Length: 0.71 mi **Direction:** both

SPEED SURVEY

Date: 04/17/2018 **Day:** Tues **Time:** 3:10 P.M. - 4:00 P.M.

Weather: Sunny **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59	1 1	2
58	1	1
57	1 1	2
56	1 1	2
55	1	1
54	1	1
53	1 1 1	3
52	1 1 1 1	4
51	1 1 1	3
50	1 1 1 1 1 1 1 1	8
49	1 1 1 1 1	5
48	1 1 1	3
47	1 1 1 1 1 1 1 1 1	9
46	1 1 1 1 1 1 1 1 1 1	10
45	1 1 1 1 1 1 1	7
44	1 1 1 1 1 1 1 1 1 1	10
43	1 1 1 1 1 1 1 1 1 1	10
42	1 1 1 1 1 1 1 1	8
41	1 1 1	3
40	1 1 1	3
39	1 1	2
38	1	1
37	1	1
36	1 1	2
35		0
34		0
33		0
32	1	1
31	1	1
30	1	1
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	46	MPH
Pace:	42 - 51	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	5	1	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	10	10	7

ROADWAY CONDITIONS

6 travel lanes, landscape median, bike lane on both side, no recover area

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Stanford Ranch Road to Whitney Boulevard

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment of Sunset Boulevard is curvilinear with two lanes in each direction. It serves a high and medium density housing, with access to an elementary school and an event center.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been seventy-seven collisions on Sunset Blvd. from 2015 to 2017. There were seventeen collisions in 2015, thirty-five in 2016, and twenty-five in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 44 MPH. It is recommended that the speed limit remains at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

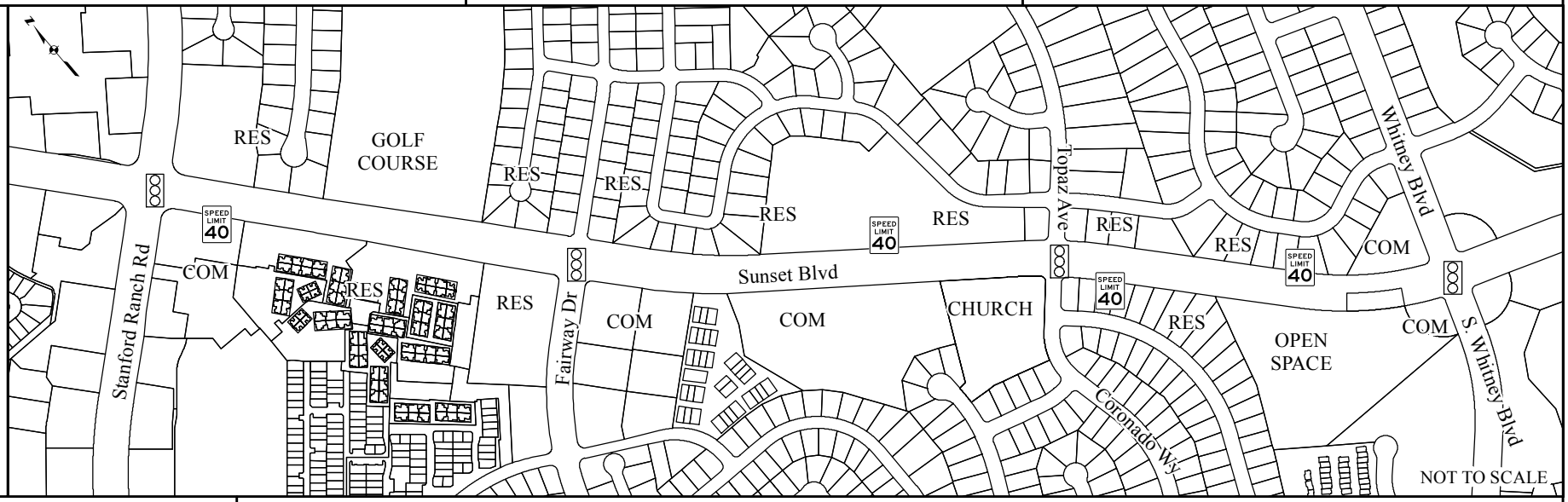
Speed Zone Survey

Road Name:

Sunset Blvd

Stanford Ranch Rd. to Whitney Blvd.

Strip Map



Roadway Width	84'
Number of Lanes	4
ADT	20,080
Divider Type	Raised Landscape
Critical Speed	44
Pace Speed	34 - 43
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
17	35	25

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Sunset **Location:** Coronado

Segment: Stanford Ranch - Whitney

Length: 0.93 mi **Direction:** both

SPEED SURVEY

Date: 05/23/2018 **Day:** Wednesday **Time:** 1:58-2:16 /2:22-2:34 PM

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55	1	1
54		0
53		0
52	1	1
51	1	1
50		0
49	1	1
48	1	2
47	1	2
46		0
45	1 1 1 1 1	5
44	1 1	2
43	1 1 1 1 1 1 1	7
42	1 1 1 1 1 1 1	7
41	1 1 1 1	4
40	1 1 1 1 1 1 1	7
39	1 1 1 1 1 1 1 1 1 1 1	11
38	1 1 1 1 1 1 1 1 1 1 1	11
37	1 1 1 1 1 1 1 1 1 1 1 1	12
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1	6
34	1 1 1 1 1 1 1	8
33	1 1	2
32	1 1	2
31	1	1
30		0
29		0
28		0
27	1	1
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	40	MPH
85th %:	44	MPH
Average:	39	MPH
Pace:	34-43	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	10	7
INJURY	1	1	3
FATAL	0	0	0
TOTAL	17	35	25

ROADWAY CONDITIONS

4 travel lanes, raised median with bike lanes on both sides. No recovery area, 82 ft wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Whitney Boulevard to Pacific Street

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas. The northwestern portion of Sunset Boulevard also serves as an STAA truck route.

This segment of Sunset Boulevard serves commercial retail, high and medium density housing, and professional office parcels. There are two lanes in each direction and during peak traffic hours this segment becomes congested. This portion of Sunset Boulevard crossed over the Union Pacific Railroad near Pacific Street

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been eighty-four collisions on Sunset Blvd. from 2015 to 2017. There were eighteen collisions in 2015, thirty-five in 2016, and thirty-one in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 47 MPH. It is recommended that the speed limit remains at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

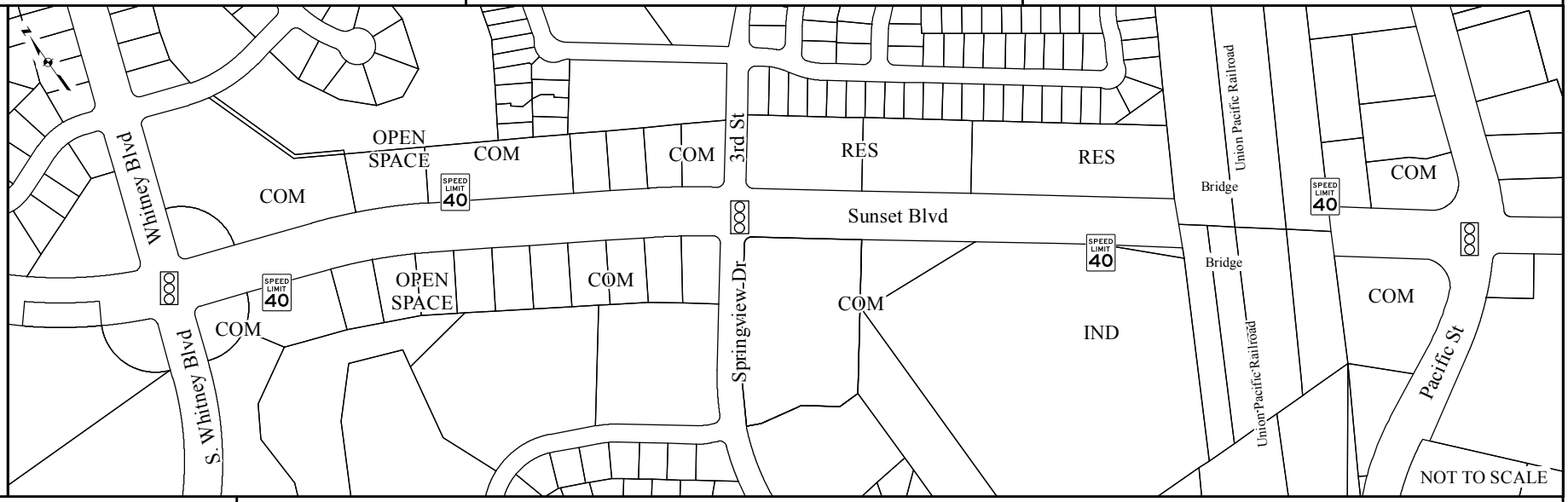
Speed Zone Survey

Road Name:

Sunset Blvd.

Whitney Blvd. to Pacific St.

Strip Map



Roadway Width	110'
Number of Lanes	4
ADT	33,166
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	38 - 47
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
18	35	31

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☒

Street: Sunset Blvd. **Location:** Southern Pacific Pipe Line driveway and Red light at Sunset-3rd St.

Segment: Pacific - Whitney

Length: 0.37 mi **Direction:** Both

SPEED SURVEY

Date: 04/11/2018 **Day:** Wed **Time:** 12:15 P.M. - 1:00 P.M. 1:05 P.M. - 1:31 P.M.

Weather: Cloudy **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58	1	1
57		0
56		0
55		0
54	1 1	2
53	1	1
52	1 1	2
51	1 1	2
50	1 1 1 1 1	5
49	1 1	2
48	1 1 1 1 1 1 1 1 1	9
47	1 1 1 1 1 1	6
46	1 1 1 1 1 1 1 1 1	9
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
43	1 1 1 1 1 1 1 1 1 1 1 1 1	13
42	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19
41	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	23
40	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	24
39	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16
38	1 1 1 1 1 1 1 1 1 1 1 1 1 1	13
37	1 1 1 1 1 1 1 1 1	8
36	1 1 1 1 1 1 1 1 1 1	10
35	1 1	2
34	1 1 1 1	4
33	1 1	2
32	1 1	2
31	1 1	2
30		0
29		0
28	1	1
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**204**

SPEED DATA

Posted:	40	MPH
85th %:	47	MPH
Average:	42	MPH
Pace:	38 - 47	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	11	6
INJURY	3	1	3
FATAL	0	0	0
TOTAL	18	35	31

ROADWAY CONDITIONS

4 travel lanes, bike lanes on each side, no recovery area, landscape center median, 112 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

SUNSET BOULEVARD
Pacific Street to Woodside Drive

DESCRIPTION/LOCATION

Sunset Boulevard is a major arterial roadway and has the highest consistent traffic volumes within the City of Rocklin. It ranges from 4 to 6 lanes and has a raised landscaped median with turn pockets and a class II bike lane for most of its length. It connects with many other arterial and collector roadways and serves a large variety of residential, commercial, and industrial areas.

This segment of Sunset Boulevard is linear and serves a commercial retail centers, and medium-high density housing.

There is no recovery area on Sunset Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been twenty-two collisions on Sunset Blvd. from 2015 to 2017. There were five collisions in 2015, seven in 2016, and ten in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 37 MPH. It is recommended that the speed limit remains at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

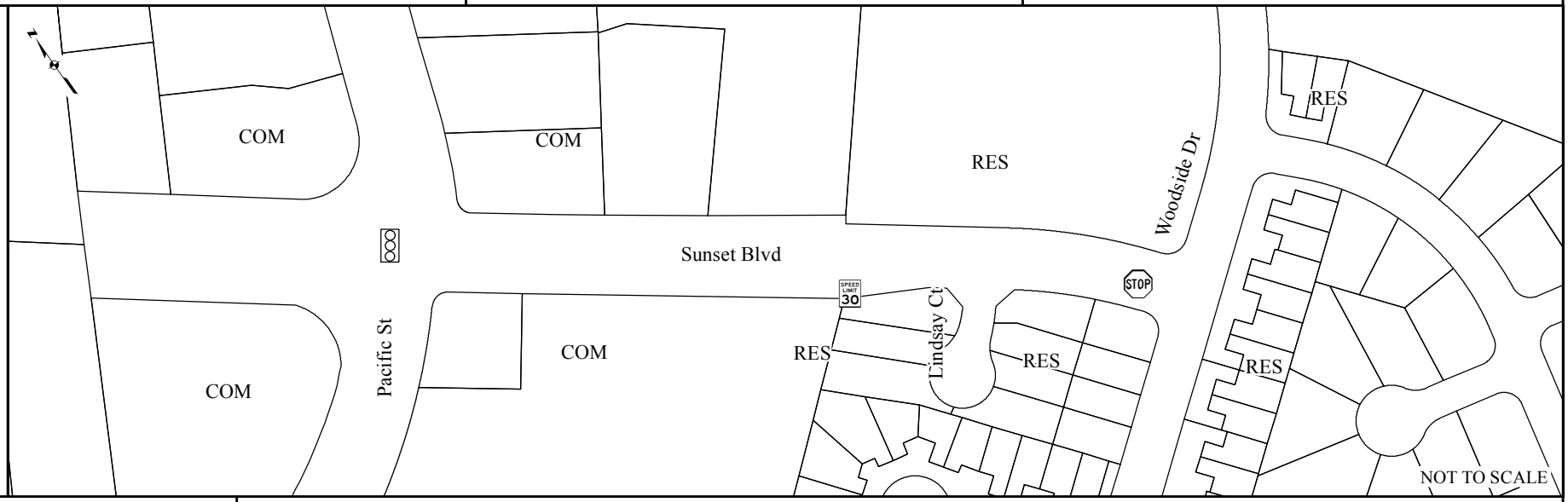
Speed Zone Survey

Road Name:

Sunset Blvd.

Pacific St. to Woodside Dr.

Strip Map



Roadway Width	84'
Number of Lanes	4
ADT	2917
Divider Type	Raised Landscape
Critical Speed	37
Pace Speed	27 - 38
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	X
Park	
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
5	7	10

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Sunset Blvd. **Location:** Hurley Company LLC's Driveway

Segment: Pacific - Woodside

Length: 0.18 mi **Direction:** Both

SPEED SURVEY

Date: 04/11/2018 **Day:** Wed **Time:** 1:40 P.M. - 2:51 P.M.

Weather: Cloudy **Observer:** **Long Nguyen**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41	1 1 1	3
40	1 1	2
39	1	1
38	1 1 1 1 1 1 1	7
37	1 1 1	3
36	1 1 1 1	4
35	1 1 1 1 1 1 1	7
34	1 1 1 1 1	5
33	1 1 1 1	4
32	1 1 1 1 1 1	6
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1 1	10
29	1 1 1 1 1 1 1 1 1	9
28	1 1 1 1 1 1	6
27	1 1 1 1 1	5
26	1 1 1 1	4
25	1 1 1 1 1	5
24	1 1 1	3
23	1 1 1	3
22	1 1	2
21		0
20	1	1
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	100

SPEED DATA

Posted:	30	MPH
85th %:	37	MPH
Average:	31	MPH
Pace:	27 - 38	MPH

ACCIDENT HISTORY

YEAR	2013	2014	2015
PDO	1	2	2
INJURY	0	0	1
FATAL	0	0	0
TOTAL	5	7	10

ROADWAY CONDITIONS

4 travel lanes, bike lanes on both sides, no recovery area, painted 2 way left turn center median, 89 feet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

TOPAZ AVENUE
Sunset Boulevard to Whitney Boulevard

DESCRIPTION/LOCATION

Topaz Avenue is a residential collector that connects Whitney Boulevard (Major Collector) to Sunset Boulevard (Principle arterial). It serves residential homes on both sides and provides access to Parker Whitney Elementary school. There are three school crosswalks, one at Ruby Court, one at 5130 Topaz Avenue, and one between 5165 Topaz Avenue and Parker Whitney Elementary School. There is parking on both sides of the street and no bike lanes on either side. In front of the school there are fire lanes marked by red curbs and loading and unloading zones between marked by white curbs and signs from 8 AM to 4 PM. There is no raised center median.

There is no recovery area on Topaz Avenue It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been nine collisions on Topaz Ave. from 2015 to 2017. There were three collisions in 2015, three in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 32 MPH. It is recommended that the speed limit remains at 25 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

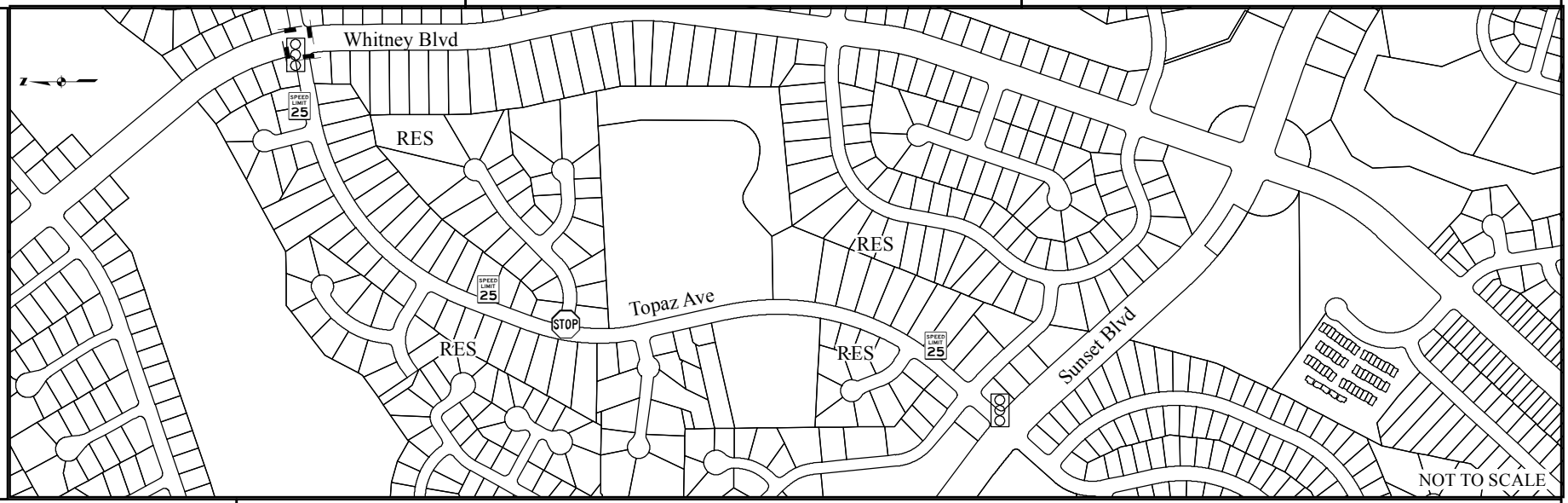
Speed Zone Survey

Road Name:

Topaz Ave.

Sunset Blvd to Whitney Ave

Strip Map



Roadway Width	40'
Number of Lanes	2
ADT	2625
Divider Type	Non-Retroreflective yellow markers
Critical Speed	32
Pace Speed	25 - 34
Existing Speed	25
Recommended Speed	25

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	X
Residence	X
Business	X
Park	
Open Space	X
Bikeway	

Collision History:

2015	2016	2017
3	3	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Topaz **Location:** 5220 Topaz

Segment: Sunset - Whitney

Length: 0.68 Miles **Direction:** both

SPEED SURVEY

Date: 06/20/2018 **Day:** Wednesday **Time:** 11:37am - 12:42pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39		0
38	1 1	2
37	1	1
36		0
35	1	1
34	1 1 1 1	4
33	1 1 1 1 1	5
32	1 1 1 1 1 1 1 1 1	9
31	1 1 1 1 1 1 1 1 1 1	10
30	1 1 1 1 1 1 1 1 1	9
29	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
28	1 1 1 1 1 1 1 1	8
27	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
26	1 1 1 1 1 1 1 1	8
25	1 1 1	3
24	1 1 1	3
23	1 1	2
22	1 1 1 1	4
21	1 1	2
20	1 1	2
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	25	MPH
85th %:	32	MPH
Average:	29	MPH
Pace:	25 - 34	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	2	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	3	3	3

ROADWAY CONDITIONS

2 travel lanes, no bike lanes, no recovery area, non retroreflective yellow marker median, 39 feet wide

DECLARED SPEED LIMIT: 25 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

UNIVERSITY AVENUE
Sunset Boulevard to Whitney Ranch Parkway

DESCRIPTION/LOCATION

University Avenue is a curvilinear minor arterial that runs north-south between Sunset Boulevard and Whitney Ranch Parkway. From Sunset Boulevard to Larkspur Drive, University Avenue is a two-lane road with a painted center median and a bike lane on the east side of the northbound lane. This portion of University Avenue provides access to William Jessup University. From Larkspur Drive to Whitney Ranch Parkway, University Avenue is a four-lane road with a raised center median and a bike lane on both sides.

There is no recovery area along University Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were twelve collisions on University Avenue from 2020 to 2022. Two collisions occurred in 2020, two collisions occurred in 2021, and eight collisions occurred in 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on University Avenue is 44. It is recommended that the speed limit remain at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

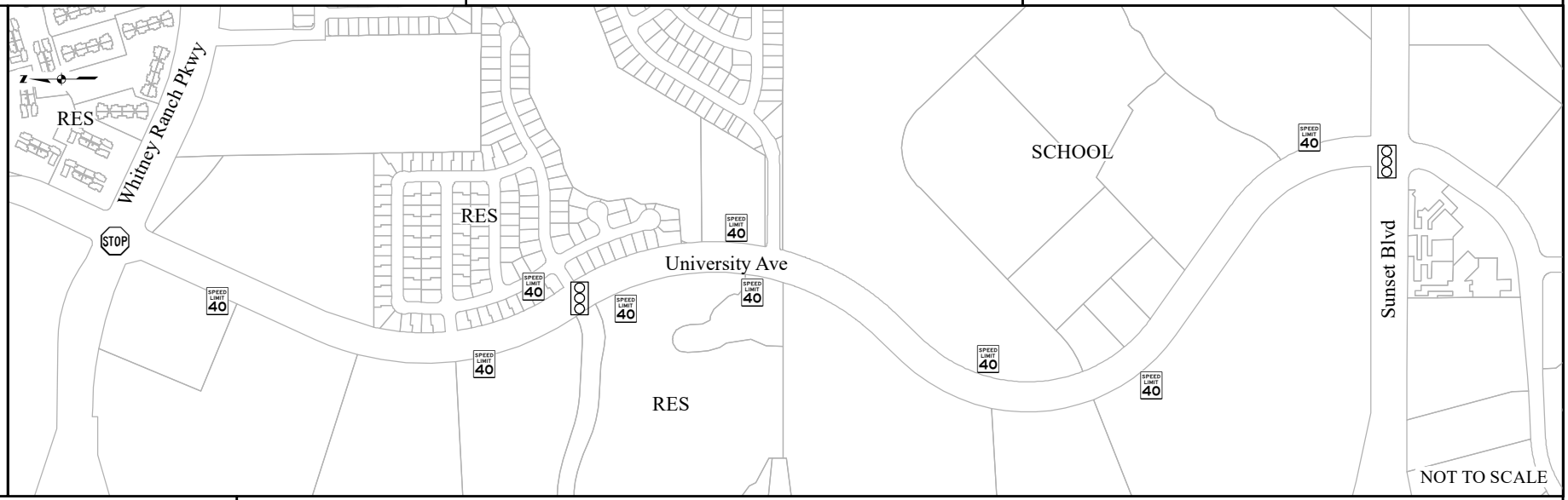
Speed Zone Survey

Road Name:

University Ave.

Sunset Blvd. to Whitney Ranch Pkwy.

Strip Map



Roadway Width	72'
Number of Lanes	4
ADT	1242
Divider Type	Raised Landscape
Critical Speed	44
Pace Speed	35-44
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	40

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2020	2021	2022
2	2	8

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: University Avenue **Location:** Street Light C12175

Segment: Sunset Boulevard - Whitney Ranch Parkway

Length: 1.07 Miles **Direction:** Both

SPEED SURVEY

Date: 11/17/2022 **Day:** Thursday **Time:** 9:30am - 10:45am

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50	1	1
49		0
48	1	1
47	1 1	2
46	1 1 1 1	4
45	1 1 1	3
44	1 1 1 1 1 1	6
43	1 1 1 1 1 1 1 1	8
42	1 1 1 1 1 1 1 1 1 1	10
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1 1 1 1 1 1	12
39	1 1 1 1 1 1 1 1	8
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1	4
35	1 1 1 1 1 1	6
34	1 1	2
33	1 1 1	3
32	1	1
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	40	MPH
85th %:	44	MPH
Average:	40	MPH
Pace:	35-44	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	2	2	5
INJURY	0	0	3
FATAL	0	0	0
TOTAL	2	2	8

ROADWAY CONDITIONS

2 travel lanes in each direction, painted and raised medians, bike lanes on both sides, no recovery area, 72 feet wide

DECLARED SPEED LIMIT: 40 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

UNIVERSITY AVENUE
Whitney Ranch Parkway to Ranch View Drive

DESCRIPTION/LOCATION

University Avenue is a minor arterial that runs north-south between Whitney Ranch Parkway and Ranch View Drive. There are two travel lanes divided by a painted double yellow roadway stripe and a bike lane on the east side of the northbound lane.

There is no recovery area on University Avenue. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were three collisions on University Avenue from 2020 to 2022. Those collisions occurred in 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on University Avenue is 42 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

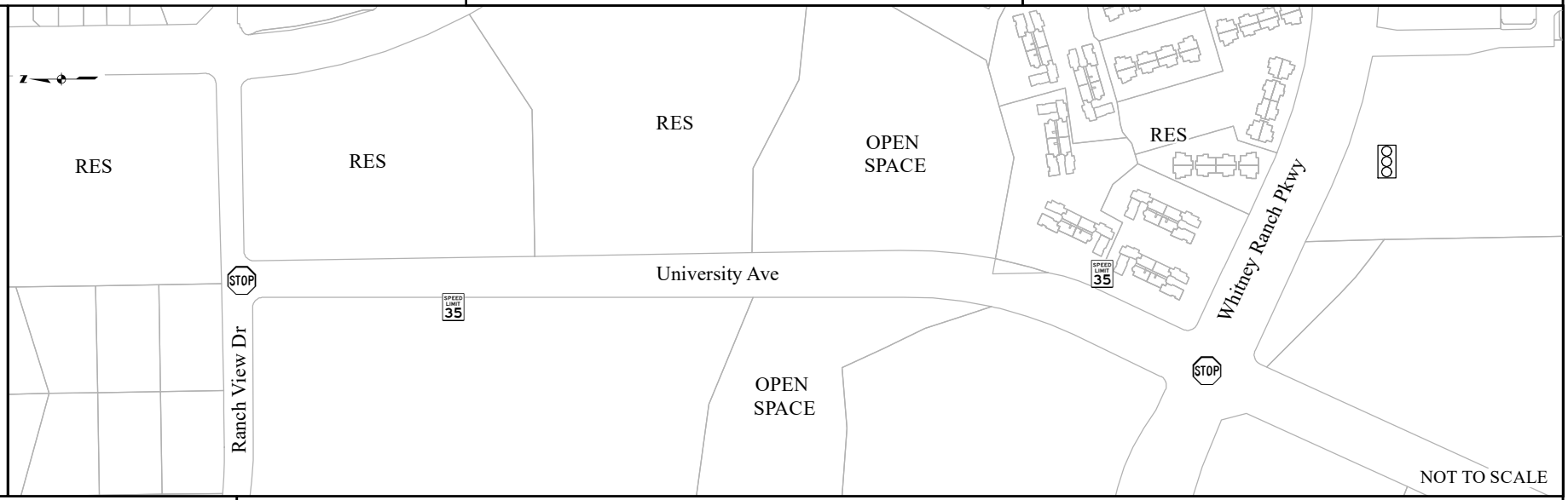
Speed Zone Survey

Road Name:

University Ave

Whitney Ranch Pkwy. to Ranch View Dr.

Strip Map



Roadway Width	30
Number of Lanes	4
ADT	3286
Divider Type	Raised Landscape
Critical Speed	42
Pace Speed	33-42
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2020	2021	2022
0	0	3

Comments:

Class II bikeway on east side of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: University Avenue **Location:** Street Light #11470

Segment: Whitney Ranch Parkway - Ranch View Drive

Length: 0.44 Miles **Direction:** Both

SPEED SURVEY

Date: 11/17/2022 **Day:** Thursday **Time:** 2:30pm - 3:00pm

Weather: Sunny **Observer:** Jose

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53	1	1
52		0
51	1	1
50		0
49		0
48		0
47	1	1
46	1 1	2
45	1 1	2
44	1 1 1	3
43	1 1 1 1	4
42	1 1 1 1 1 1 1 1 1 1 1 1	12
41	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
40	1 1 1 1 1 1 1 1 1 1 1 1	12
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1	8
36	1 1 1 1 1 1 1 1	8
35	1 1 1	3
34	1 1 1	3
33	1 1 1 1 1	5
32	1 1	2
31	1	1
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	42	MPH
Average:	39	MPH
Pace:	33-42	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	2
INJURY	0	0	0
FATAL	0	0	1
TOTAL	0	0	3

ROADWAY CONDITIONS

2 travel lanes, painted double yellow centerline, bike lane on one side, no recovery area, 30 feet wide

DECLARED SPEED LIMIT: 35 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

WEST OAKS BOULEVARD
Lonetree Boulevard to Sunset Boulevard

DESCRIPTION/LOCATION

West Oaks Boulevard is an minor arterial roadway that provides access to a park, high density housing and multiple retailers. It has a combination of a raised median and a two-way left turn lane along with a class II bike lane on both sides of the roadway for its entire length. This segment serves a park, high density housing and multiple retailers.

There is no recovery area on West Oaks Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been twelve collisions on West Oaks Blvd. from 2015 to 2017. There were four collisions in 2015, six in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 48 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

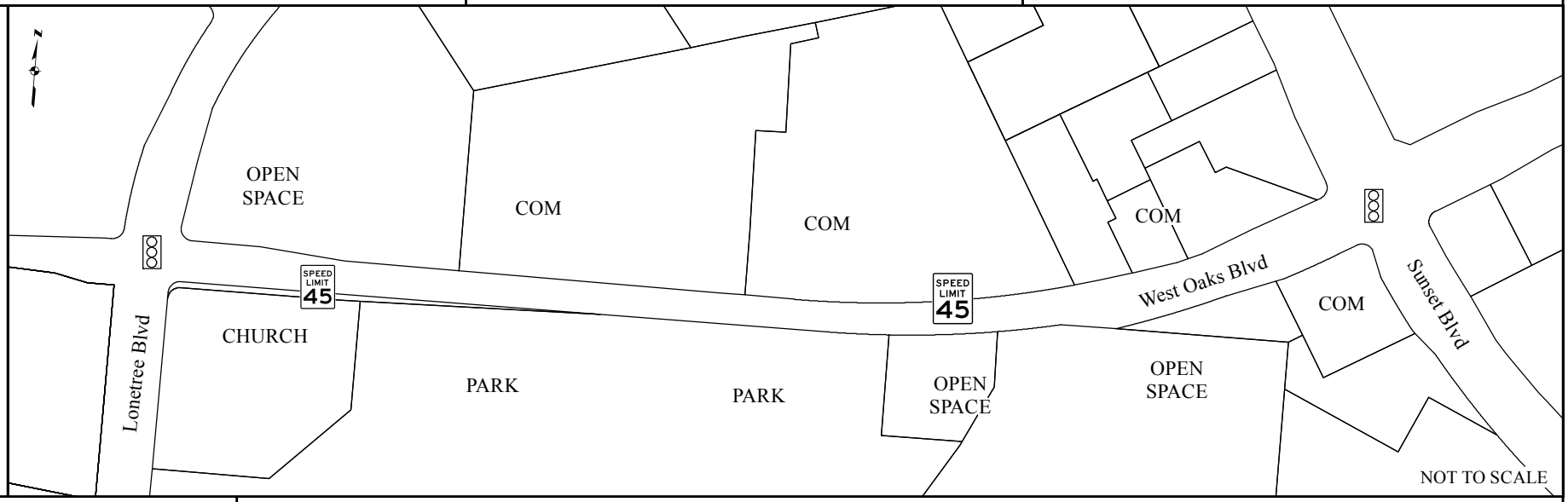
Speed Zone Survey

Road Name:

West Oaks Blvd.

Lonetree Blvd. to Sunset Blvd.

Strip Map



Roadway Width	44'
Number of Lanes	2
ADT	3678
Divider Type	Raised Landscape
Critical Speed	48
Pace Speed	36 - 45
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☐
Business	☒
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
4	6	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒	Moderate Traffic Volume	☒
School Site Access	☐			Heavy Traffic Volume	☐

Street: West Oaks **Location:** Lonetree Park

Segment: Lone Tree - Sunset

Length: .5 Miles **Direction:** Both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 1:37pm - 2:09pm

Weather: Sunny **Observer:** Jordan

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55	1 1	2
54	1	1
53	1	1
52	1	1
51	1	1
50	1 1 1 1	4
49	1 1 1 1	4
48	1 1	2
47	1 1 1 1 1	5
46	1	1
45	1 1 1 1 1 1 1 1 1	9
44	1 1 1 1 1 1 1	7
43	1 1 1 1 1 1 1	7
42	1 1 1 1 1 1	6
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1 1	9
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1	6
37	1 1 1 1 1 1	6
36	1 1 1 1 1	5
35	1 1 1	3
34	1	1
33		0
32	1 1 1	3
31	1	1
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	45	MPH
85th %:	48	MPH
Average:	42	MPH
Pace:	36 - 45	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	6	2

ROADWAY CONDITIONS

2 travel lanes, painted median (2 way left turn), bike lanes on both sides, no recovery area, 44 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WEST OAKS BOULEVARD
Sunset Boulevard to West Stanford Ranch Road

DESCRIPTION/LOCATION

West Oaks Boulevard is a minor arterial roadway that provides access to a mix of residential and commercial areas in the northwest part of the city. It has a combination of a raised median and a two-way left turn lane in addition to a class II bike lane on both sides of the roadway for its entire length. At the intersection West Oak Boulevard and Sunset Boulevard the road provides access to a major STAA. There is consistent tractor/trailer and other commercial vehicle traffic entering and exiting the facility at low speeds.

There is no recovery area on West Oaks Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been fourteen collisions on West Oaks Blvd. from 2015 to 2017. There were five collisions in 2015, six in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on Sunset Blvd. is 52 MPH. It is recommended that the speed limit remains at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

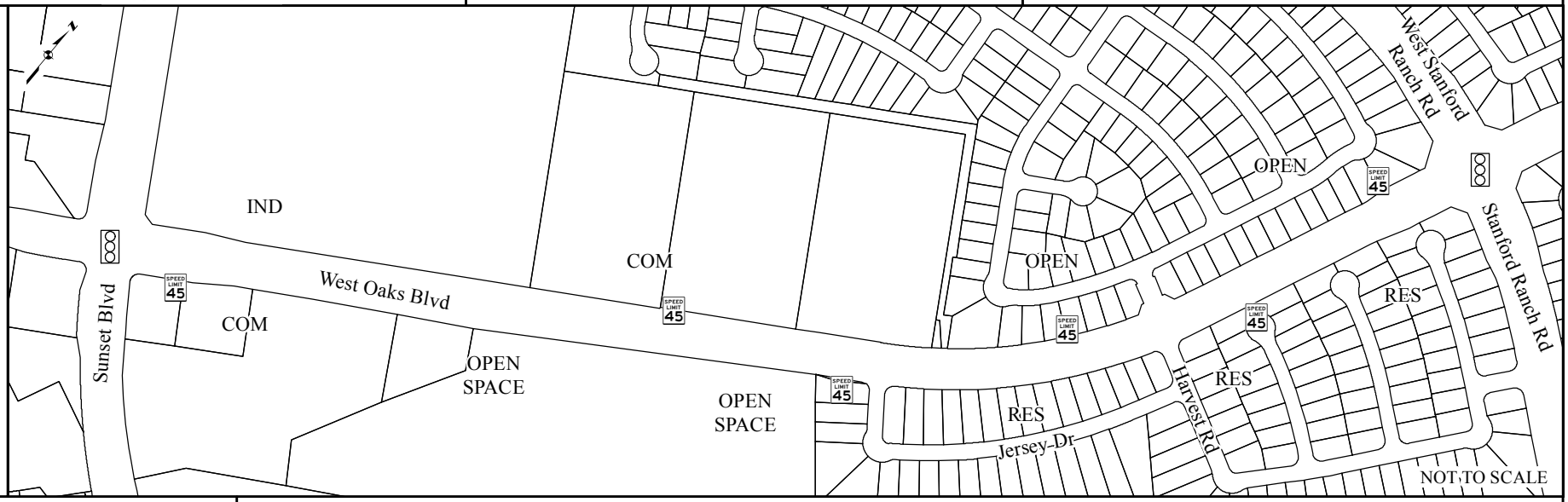
Speed Zone Survey

Road Name:

West Oaks Blvd.

Sunset Blvd. to West Stanford Ranch Rd.

Strip Map



Roadway Width	74'
Number of Lanes	4
ADT	6951
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	42 - 51
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
5	6	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: West Oaks **Location:** Streetlight #1274

Segment: Sunset - West Stanford Ranch

Length: .78 Miles **Direction:** Both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 2:12pm - 2:34pm

Weather: Sunny **Observer:** **Jordan**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
	1	1
		0
60		0
59		0
58	1	1
57	1	1
56	1 1	2
55	1 1	2
54	1 1	2
53	1 1 1 1 1	5
52	1 1 1 1 1 1 1 1	8
51	1 1 1 1 1 1	6
50	1 1 1 1 1 1 1	7
49	1 1 1 1	4
48	1 1 1 1 1 1 1 1 1	9
47	1 1 1 1 1 1 1 1	8
46	1 1 1 1 1 1 1 1	8
45	1 1 1 1 1 1 1 1 1 1 1	11
44	1 1 1 1 1	5
43	1 1 1 1 1 1 1	7
42	1 1 1 1 1 1	6
41	1 1	2
40	1 1	2
39	1 1 1	3
38	1	1
37	1	1
36		0
35	1	1
34		0
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**103**

SPEED DATA

Posted:	45	MPH
85th %:	52	MPH
Average:	47	MPH
Pace:	42 - 51	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	3	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	5	6	3

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lanes on both sides, no recovery area, 77 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WEST OAKS BOULEVARD
Stanford Ranch Road to Hunter Drive

DESCRIPTION/LOCATION

West Oaks Boulevard is a minor arterial roadway which provides access to medium density residences. It has a combination of a raised median and a two-way left turn lane in addition to a class II bike lane on both sides of the roadway for its entire length. Between Ridge Gate Court and Talon Drive, the northbound segment merges into a single lane.

There is no recovery area on West Oaks Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

There have been two collisions on West Oaks Blvd. from 2015 to 2017. There was one collision in 2015, one in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on West Oaks Blvd. is 44 MPH. It is recommended that the speed limit remains at 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

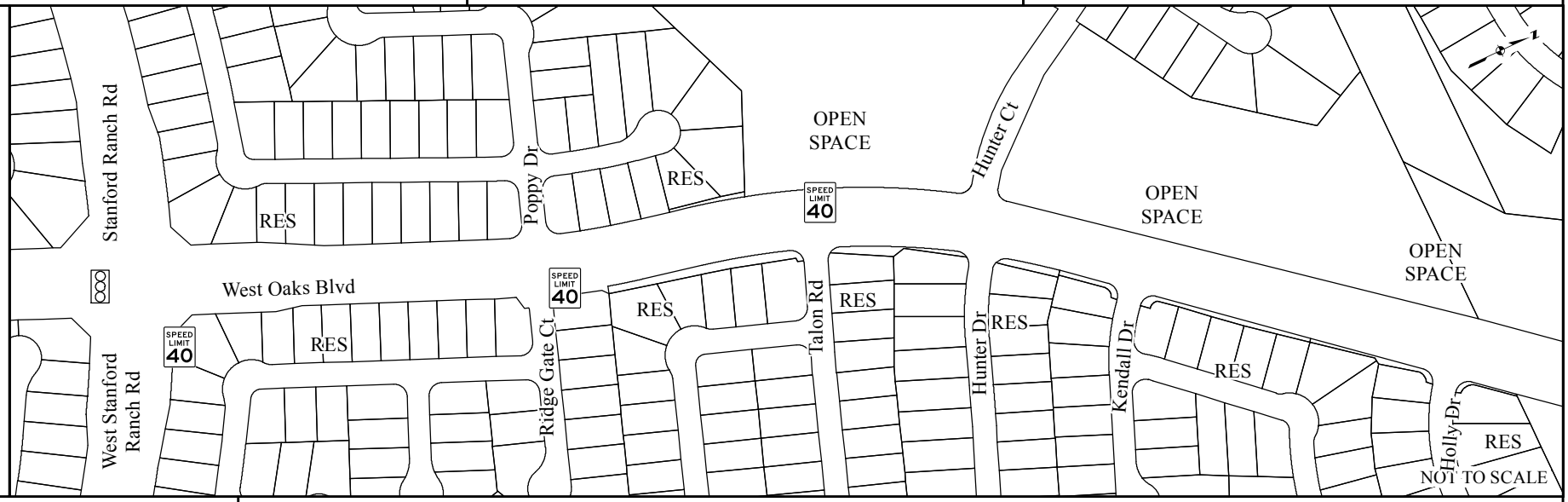
Speed Zone Survey

Road Name:

West Oaks Blvd.

Stanford Ranch Rd. to Hunter Dr.

Strip Map



Roadway Width	76'
Number of Lanes	4
ADT	3649
Divider Type	Raised Landscape
Critical Speed	44
Pace Speed	37 - 46
Existing Speed	40
Recommended Speed	40

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 40

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
1	1	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	

Street: West Oaks **Location:** Streetlight #2718

Segment: Stanford Ranch - Hunter

Length: .31 Miles **Direction:** Both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 2:44pm - 3:12pm

Weather: Sunny **Observer:** Jordan

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53	1	1
52		0
51	1	1
50		0
49	1	1
48	1 1	2
47	1	1
46	1 1 1 1 1 1 1 1	8
45	1 1	2
44	1 1 1 1 1	5
43	1 1 1 1 1	5
42	1 1 1 1 1 1 1	7
41	1 1 1 1 1 1 1 1	8
40	1 1 1 1 1 1 1 1 1 1 1 1 1	13
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15
37	1 1 1 1 1 1 1	7
36	1 1 1 1	4
35	1 1 1 1 1	5
34	1 1	2
33	1 1 1 1	4
32	1 1 1	3
31	1	1
30	1	1
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	107

SPEED DATA

Posted:	40	MPH
85th %:	44	MPH
Average:	40	MPH
Pace:	37 - 46	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	1	0

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lanes on both sides, no recovery area, 77 feet wide

DECLARED SPEED LIMIT: 40 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WEST OAKS BOULEVARD
Hunter Drive to Painted Pony Lane

DESCRIPTION/LOCATION

West Oaks Boulevard is a minor arterial roadway that has one lane in each direction and provides access to medium density housing and school. This segment has a vertical curve and a combination of a raised median and a two-way left turn lane.

West Oaks Boulevard is bound by curb, gutter and sidewalk on the east side but not on the west side.

COLLISIONS

There have been three collisions on West Oaks Blvd. from 2015 to 2017. There was one collision in 2015, two in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on West Oaks Blvd. is 42 MPH. It is recommended that the speed limit remains at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

Speed Zone Survey

Road Name:

West Oaks Blvd

Hunter Dr. to Painted Pony Ln

Strip Map



Roadway Width	34'
Number of Lanes	2
ADT	3649
Divider Type	Raised Landscape
Critical Speed	42
Pace Speed	31 - 40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
1	2	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: West Oaks **Location:** Trailhead before Whitney Ranch

Segment: Hunter - Painted Pony

Length: 0.56 Miles **Direction:** both

SPEED SURVEY

Date: 06/28/2018 **Day:** Thursday **Time:** 9:35am - 10:35am

Weather: Sunny **Observer:** Ali/Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58	1	1
57		0
56		0
55		0
54		0
53	1	1
52		0
51		0
50	1	1
49		0
48		0
47	1	1
46	1	1
45	1 1 1	3
44	1 1 1	3
43	1 1 1	3
42	1 1	2
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1 1 1 1	10
39	1 1 1	3
38	1 1 1 1	4
37	1 1 1 1 1 1 1 1 1 1 1 1 1	13
36	1 1 1 1 1 1 1 1 1 1 1	11
35	1 1 1 1 1 1 1 1 1	9
34	1 1 1 1 1	5
33	1 1 1 1 1 1	6
32	1 1 1 1 1	5
31	1 1 1 1	4
30	1 1 1	3
29	1	1
28	1	1
27	1 1	2
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	42	MPH
Average:	37	MPH
Pace:	31 - 40	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	2	0

ROADWAY CONDITIONS

2 travel lanes landscape median, no bike lanes, no parking, no recovery area, 62 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18

DATE

City Engineer

Resolution # 1106 Adopted: 11/23/18

WEST RANCH VIEW DRIVE
Wildcat Boulevard to End

DESCRIPTION/LOCATION

West Ranch View Drive is a 46 foot wide local road that collects traffic from the nearby City of Lincoln, Whitney High School, offices, and various classes of residential housing. Land use adjacent to this road segment includes Professional Office, High Density Residential, and Mixed Use. It is approximately 0.35 miles long, with a single 3-way stop controlled intersection at University Avenue. On both sides of this road, there are 5 foot bike lanes, and parking is not permitted.

COLLISIONS

There have been two collisions on West Ranch View Drive from 2015 to 2017. There was two collisions in 2015, zero in 2016, and zero in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile of speed on West Ranch View Drive is 41 MPH. It is recommended that the speed limit be increased from 25 MPH to 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

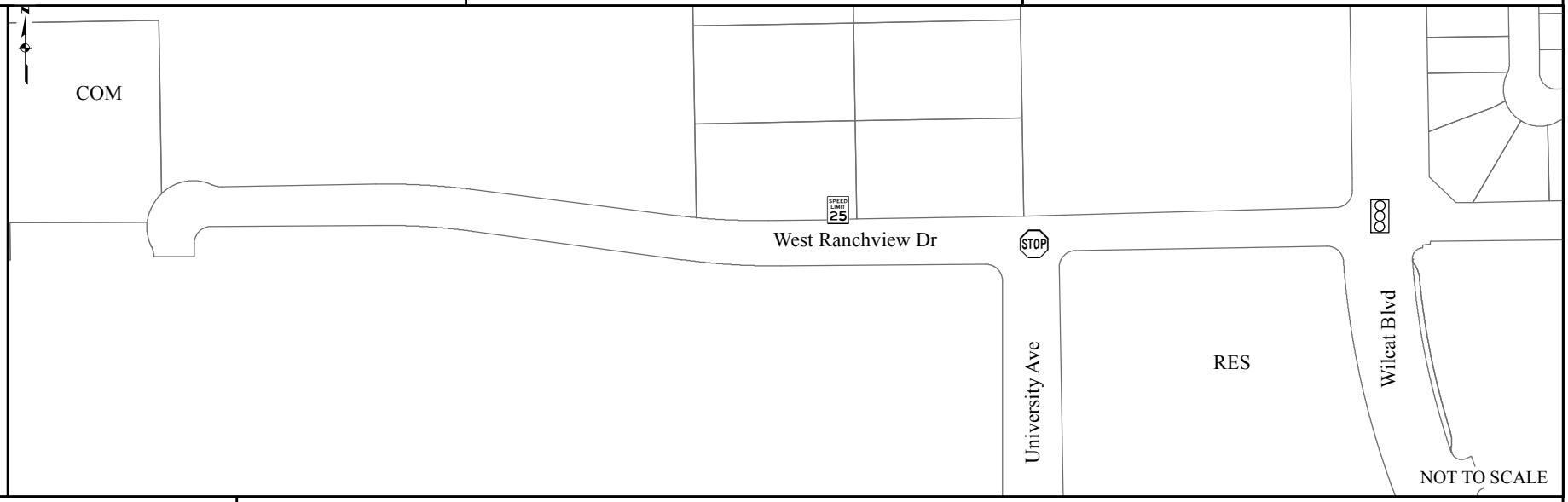
Speed Zone Survey

Road Name:

West Ranchview Dr.

Wildcat Blvd. to End

Strip Map



Roadway Width	58'
Number of Lanes	2
ADT	2247
Divider Type	Painted
Critical Speed	41
Pace Speed	33-42
Existing Speed	25
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 25

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
2	0	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: West Ranch View **Location:** streetlight #C11404

Segment: Wildcat - End

Length: 0.35 Miles **Direction:** both

SPEED SURVEY

Date: 8/14/2018 & 8/15/2018 **Day:** Tuesday/Wednesday **Time:** 1:38pm - 2:30pm / 9:40am - 10:10am

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1 1	2
50	1	1
49		0
48		0
47	1	1
46	1 1	2
45	1	1
44	1	1
43	1 1 1 1	4
42	1 1 1	3
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1 1	7
39	1 1	2
38	1 1 1 1 1 1	6
37	1 1 1 1	4
36	1 1 1 1 1 1 1 1 1 1 1 1	12
35	1 1 1 1 1 1 1	7
34	1 1 1 1	4
33	1 1 1 1 1 1 1 1 1	9
32	1 1 1 1 1 1 1	7
31	1 1 1 1 1	5
30	1 1 1	3
29	1 1 1	3
28	1 1 1 1	4
27	1 1 1	3
26	1 1	2
25	1	1
24	1	1
23		0
22	1	1
21		0
20	1 1	2
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	107

SPEED DATA

Posted:	25	MPH
85th %:	41	MPH
Average:	36	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	2	0	0

ROADWAY CONDITIONS

2 lane road, bike path on both sides, curb and gutter on both sides, 46 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WEST STANFORD RANCH ROAD
Sunset Boulevard to West Oaks Boulevard

DESCRIPTION/LOCATION

West Stanford Ranch Road is a six lane minor arterial that is 100 ft. wide with a raised landscaped median and has a class II bike lane on both sides road. Parking is restricted on both sides of the roadway. West Stanford Ranch Road serves residential and commercial areas. West Stanford Ranch Road experiences high vehicle volumes during school hours due to its close proximity to Whitney High School. It also connects Rocklin to the City of Lincoln via Wildcat Boulevard.

There is no recovery area on West Stanford Ranch Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were sixteen collisions on West Stanford Ranch Rd. from 2015 to 2017. There were ten collisions in 2015, three in 2016, and three in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed is 49 MPH. It is recommended that the speed limit remain at 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

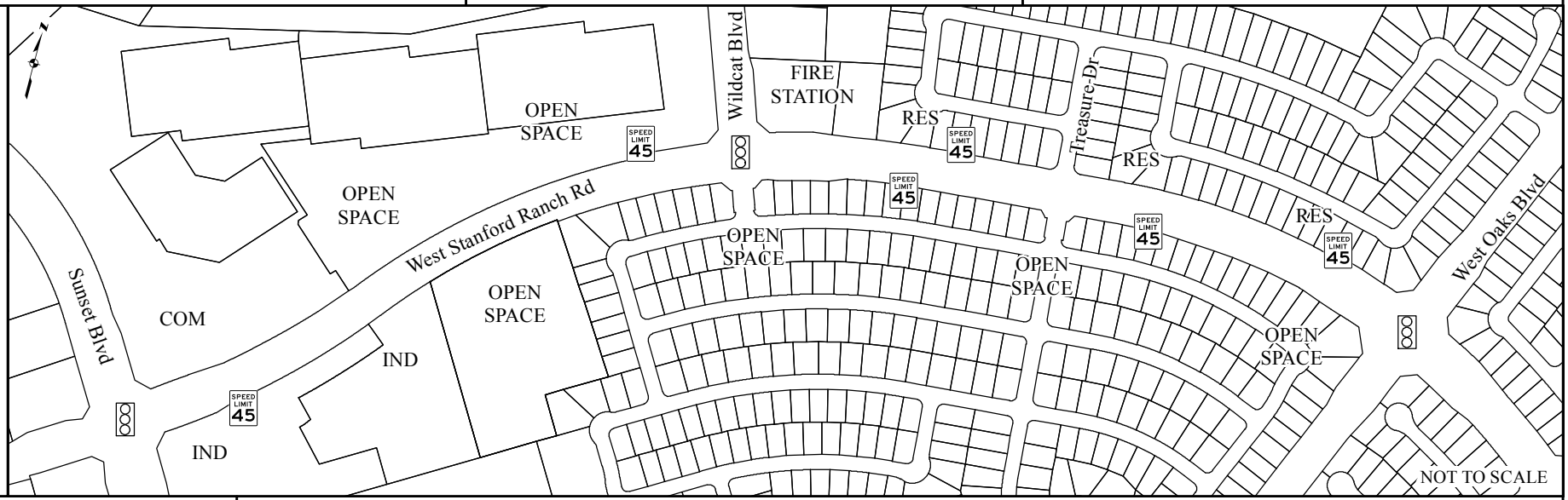
Speed Zone Survey

Road Name:

West Stanford Ranch Rd.

Sunset Blvd. to West Oaks Blvd.

Strip Map



Roadway Width	100'
Number of Lanes	6
ADT	16,692
Divider Type	Raised Landscape
Critical Speed	49
Pace Speed	41 - 50
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
10	3	3

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☒
Heavy Traffic Volume	☐

Street: West Stanford Ranch **Location:** Strikes

Segment: Sunset - West Oaks

Length: .8 Miles **Direction:** Both

SPEED SURVEY

Date: 04/26/2018 **Day:** Thursday **Time:** 1:40pm - 2:20pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58	1	1
57		0
56		0
55	1	1
54	1	1
53	1	1
52	1 1	2
51	1	1
50	1 1 1 1 1	5
49	1 1 1 1 1	5
48	1 1	2
47	1 1 1 1 1 1 1	7
46	1 1 1 1 1 1 1 1 1 1	10
45	1 1 1 1 1 1 1 1	8
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1	4
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1 1 1 1 1 1 1 1 1	13
40	1 1	2
39	1 1 1 1 1	5
38	1 1 1 1 1 1	6
37	1	1
36	1 1	2
35	1	1
34	1	1
33	1	1
32	1 1	2
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	**100**

SPEED DATA

Posted:	45	MPH
85th %:	49	MPH
Average:	44	MPH
Pace:	41 - 50	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	10	3	3

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lanes on both sides, no recovery area, 100 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY BOULEVARD
Crest Drive to Midas Avenue

DESCRIPTION/LOCATION

Whitney Boulevard is a two lane divided residential collector with a raised landscaped median. There is a class II bikeway with no parking lane between Midas Avenue and Crest Drive. Traffic and pedestrian (school and recreational) volumes are moderate and are usually constant throughout the day. Whitney Boulevard is completely residential with driveway access from homes. There is also a golf course in the area where golf carts use the shoulder at times.

There is no recovery area on Whitney Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were six collisions on Whitney Blvd. from 2015 to 2017. There was one collision in 2015, three in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for both surveyed segments of Whitney Blvd. is 36 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

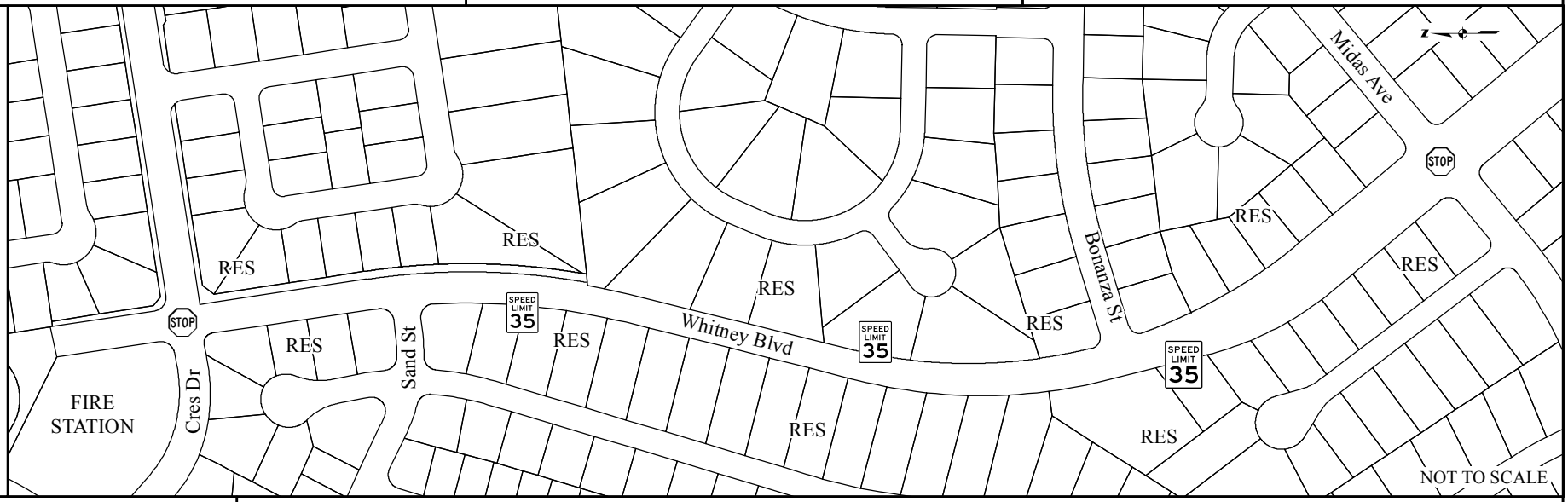
Speed Zone Survey

Road Name:

Whitney Blvd.

Crest Dr. to Midas Ave.

Strip Map



Roadway Width	36'
Number of Lanes	2
ADT	11,106
Divider Type	Painted
Critical Speed	36
Pace Speed	29 - 38
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
1	3	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Whitney **Location:** Sand st.

Segment: Crest - Midas

Length: .47 Miles **Direction:** Both

SPEED SURVEY

Date: 05/02/2018 **Day:** Wednesday **Time:** 2:39pm - 2:55pm

Weather: sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40	1	1
39	1	1
38	1 1 1 1 1	5
37	1 1 1 1	4
36	1 1 1 1 1 1 1 1 1 1 1	11
35	1 1 1 1 1 1 1 1	8
34	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17
33	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
32	1 1 1 1 1 1 1 1 1 1	10
31	1 1 1 1 1 1 1 1 1 1 1 1 1	13
30	1 1 1 1 1 1 1 1 1 1 1 1	12
29	1 1 1 1	4
28	1	1
27		0
26	1	1
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	36	MPH
Average:	33	MPH
Pace:	29-38	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	3	2

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, no recovery area, 37 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY BOULEVARD
Midas Avenue to Sunset Boulevard

DESCRIPTION/LOCATION

Whitney Boulevard is a two lane divided residential collector with a raised landscaped median. There is an 8 foot parking lane and class II bikeway on both sides of the roadway between Sunset Boulevard and Midas Avenue. Traffic and pedestrian (school and recreational) volumes are moderate and are usually constant throughout the day. Whitney Boulevard is completely residential with driveway access from homes. There is also a golf course in the area where golf carts use the shoulder at times.

There is no recovery area on Whitney Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were twenty-one collisions on Whitney Blvd. from 2015 to 2017. There was one collision in 2015, thirteen in 2016, and seven in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for both surveyed segments of Whitney Blvd. is 41 MPH. It is recommended that the speed limit remains 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

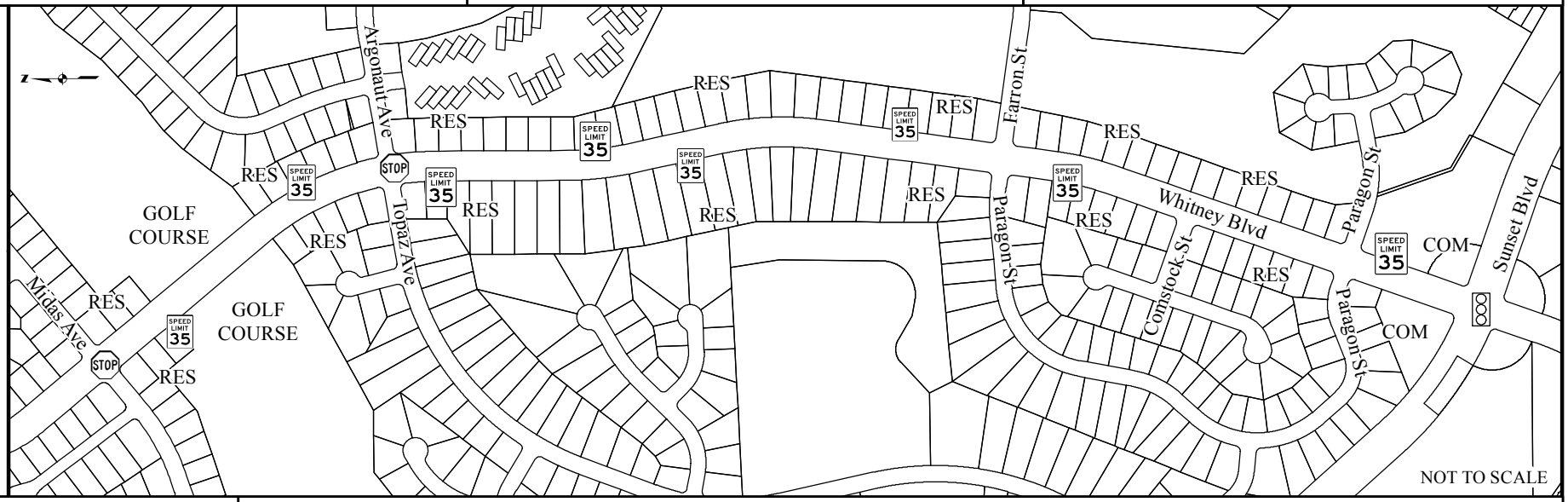
Speed Zone Survey

Road Name:

Whitney Blvd.

Midas Ave. to Sunset Blvd.

Strip Map



Roadway Width	90'
Number of Lanes	2
ADT	9247
Divider Type	Raised Landscape
Critical Speed	41
Pace Speed	32 - 41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☐
Bikeway	☒

Collision History:

2015	2016	2017
1	13	7

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Whitney **Location:** Paragon North - South

Segment: Midas - Sunset

Length: 1 Mile **Direction:** Both

SPEED SURVEY

Date: 05/02/2018 **Day:** Wednesday **Time:** 3:03pm - 3:42pm

Weather: Sunny **Observer:** Long

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46	1	1
45	1 1	2
44	1 1 1 1	4
43	1 1 1 1	4
42	1 1	2
41	1 1 1 1 1 1	6
40	1 1 1 1 1 1 1 1 1 1	10
39	1 1 1 1 1 1 1 1 1 1	10
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1	10
36	1 1 1 1 1 1 1 1 1 1	10
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1	5
33	1 1 1 1 1 1 1 1 1 1	10
32	1 1 1	3
31	1 1	2
30	1 1 1	3
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	37	MPH
Pace:	32 - 41	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	3	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	13	7

ROADWAY CONDITIONS

2 travel lanes, landscape median, bike lane on both sides, recovery area, 84 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY OAKS DRIVE
Whitney Ranch Parkway to Park Drive

DESCRIPTION/LOCATION

Whitney Oaks Drive is a two lane collector that provides access to low/medium density residential housing. There are class II bikeways on both sides of the roadway. This roadway serves residential areas as well as the Whitney Oaks Golf Club, which generates moderate traffic volumes. There are significant elevation changes and curves that present sight distance challenges along this roadway.

There is no recovery area on Whitney Oaks Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were eight collisions on Whitney Oaks Dr. from 2015 to 2017. There were four collisions in 2015, two in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Whitney Oaks Dr. is 41 MPH. It is recommended that the speed limit be raised to 35 MPH from 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

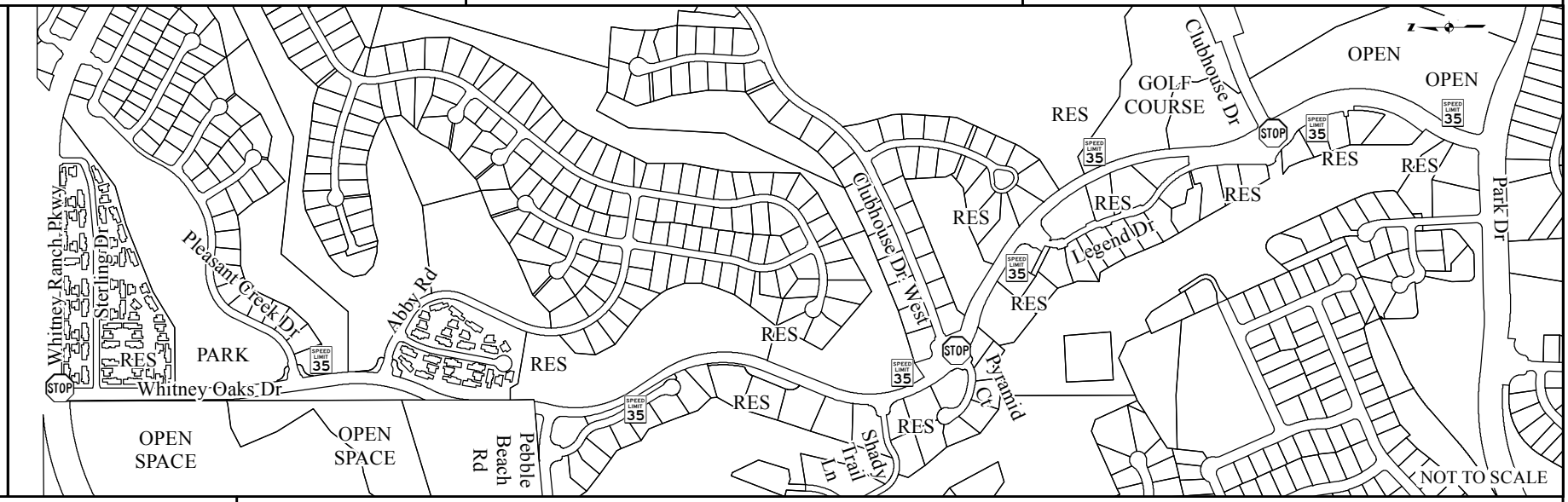
Speed Zone Survey

Road Name:

Whitney Oaks Dr.

Whitney Ranch Pkwy. to Park Dr.

Strip Map



Roadway Width	32'
Number of Lanes	2
ADT	348
Divider Type	Painted
Critical Speed	41
Pace Speed	33 - 42
Existing Speed	30
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
4	2	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume	☐
Heavy Traffic Volume	☐

Street: Whitney Oaks **Location:** Trail from Clubhouse - Clubhouse

Segment: Whitney Ranch - Park

Length: 1.4 Miles **Direction:** Both

SPEED SURVEY

Date: 04/30/2018 **Day:** Monday **Time:** 10:40am - 11:20pm

Weather: Sunny **Observer:** **Long**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49	1	1
48		0
47		0
46		0
45	1 1	2
44		0
43	1 1 1 1	4
42	1 1 1 1 1 1	6
41	1 1 1 1 1 1 1 1 1 1 1 1	12
40	1 1 1 1 1 1 1 1 1 1 1 1 1	13
39	1 1 1 1 1 1 1 1 1 1 1 1 1	13
38	1 1 1 1 1 1 1 1 1 1 1	11
37	1 1 1 1 1 1 1 1	8
36	1 1 1 1 1 1 1 1 1 1 1 1	12
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1 1 1	7
33	1 1 1 1	4
32	1	1
31	1 1 1	3
30		0
29		0
28		0
27	1	1
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	109

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	38	MPH
Pace:	33 - 42	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	2	2

ROADWAY CONDITIONS

2 travel lanes, painted median, bike lanes on both sides, no recovery area, 33 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY RANCH PARKWAY
Highway 65 to Wildcat Boulevard

DESCRIPTION/LOCATION

Whitney Ranch Parkway from Highway 65 to Wildcat Blvd. is a 6 lane road that runs east, west. There is a raised center median with bike lanes and limited parking on the westbound side. This road provides access to Highway 65, medium and high density residential areas, and Whitney Community Park.

There is no recovery area on both sides and the road is bound by curb and gutter.

COLLISIONS

Accident records show that there were nine collisions on Whitney Ranch Pkwy. From 2015 to 2017 there was one collision in 2015, three in 2016, and five in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Whitney Ranch Pkwy is 48 MPH. It is recommended that the speed limit be raised to 45 MPH from 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

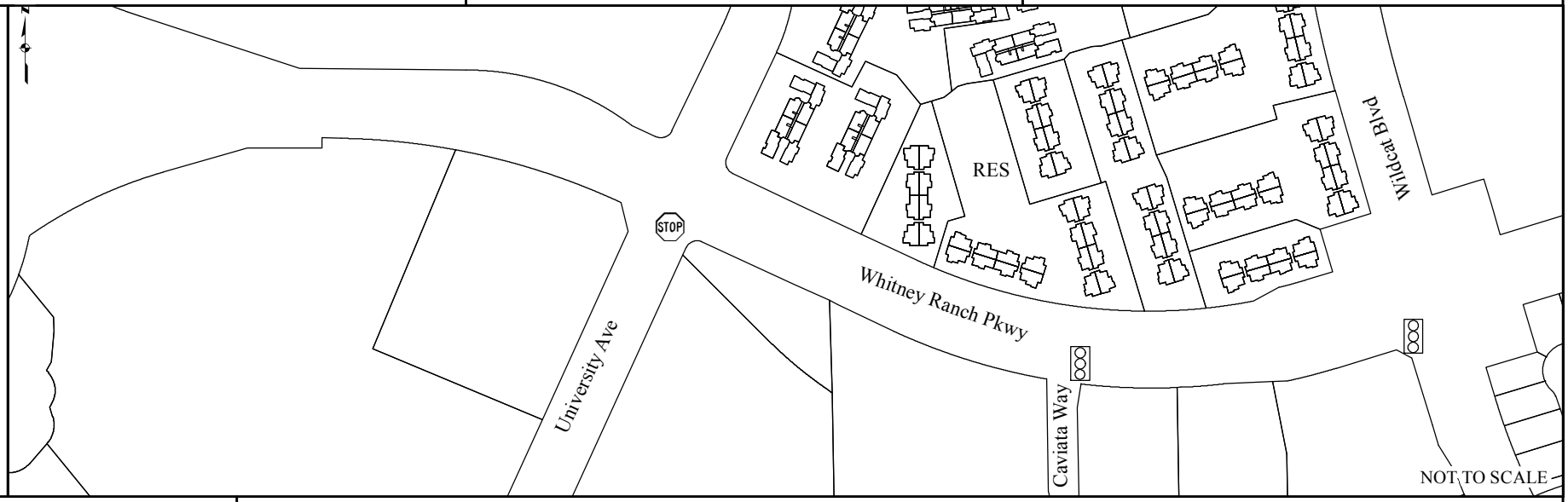
Speed Zone Survey

Road Name:

Whitney Ranch Pkwy

Hwy 65 to Wildcat Blvd

Strip Map



Roadway Width	110'
Number of Lanes	6
ADT	3232
Divider Type	Raised Landscape
Critical Speed	48
Pace Speed	38 - 47
Existing Speed	40
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☒
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
1	3	5

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒	Moderate Traffic Volume	☒
School Site Access	☐			Heavy Traffic Volume	☐

Street: Whitney Ranch Parkway **Location:** N. University Ave (1st no parking sign)

Segment: HWY 65 - Wildcat

Length: .41 Miles **Direction:** Both

SPEED SURVEY

Date: 05/02/2018 **Day:** Wednesday **Time:** 10:50am - 11:08am

Weather: Sunny **Observer:** Jordan

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58	1	1
57		0
56	1	1
55		0
54		0
53	1 1	2
52	1 1 1 1	4
51	1 1	2
50	1	1
49	1 1 1	3
48	1 1 1 1 1	5
47	1 1	2
46	1 1 1 1 1 1	6
45	1 1 1 1 1 1 1	7
44	1 1 1 1 1 1 1 1 1 1	10
43	1 1 1 1 1 1 1	7
42	1 1 1 1 1 1 1 1 1	9
41	1 1 1 1 1 1 1 1 1	9
40	1 1 1 1 1 1	6
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1 1 1 1	10
37	1	1
36	1 1	2
35	1 1	2
34	1 1	2
33	1	1
32	1	1
31		0
30	1	1
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	40	MPH
85th %:	48	MPH
Average:	43	MPH
Pace:	38 - 47	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	1	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	1	3	5

ROADWAY CONDITIONS

6 travel lanes, landscape median, bike lane on both sides, no recovery area, 107 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY RANCH PARKWAY
Wildcat Boulevard to Painted Pony Lane

DESCRIPTION/LOCATION

Whitney Ranch Parkway is a four lane major collector that provides access to a community park and several medium density neighborhoods. There is no residential driveway access directly from the street. It has a raised landscaped center median and landscaped shoulders with meandering sidewalks. Currently the road has four signalized intersections.

There is no recovery area on Whitney Ranch Parkway. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were twelve collisions on Whitney Ranch Pkwy. from 2015 to 2017. There were four collisions in 2015, two in 2016, and six in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Whitney Ranch Pkwy. is 52 MPH. It is recommended that the speed limit be raised to 45 MPH from 40 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

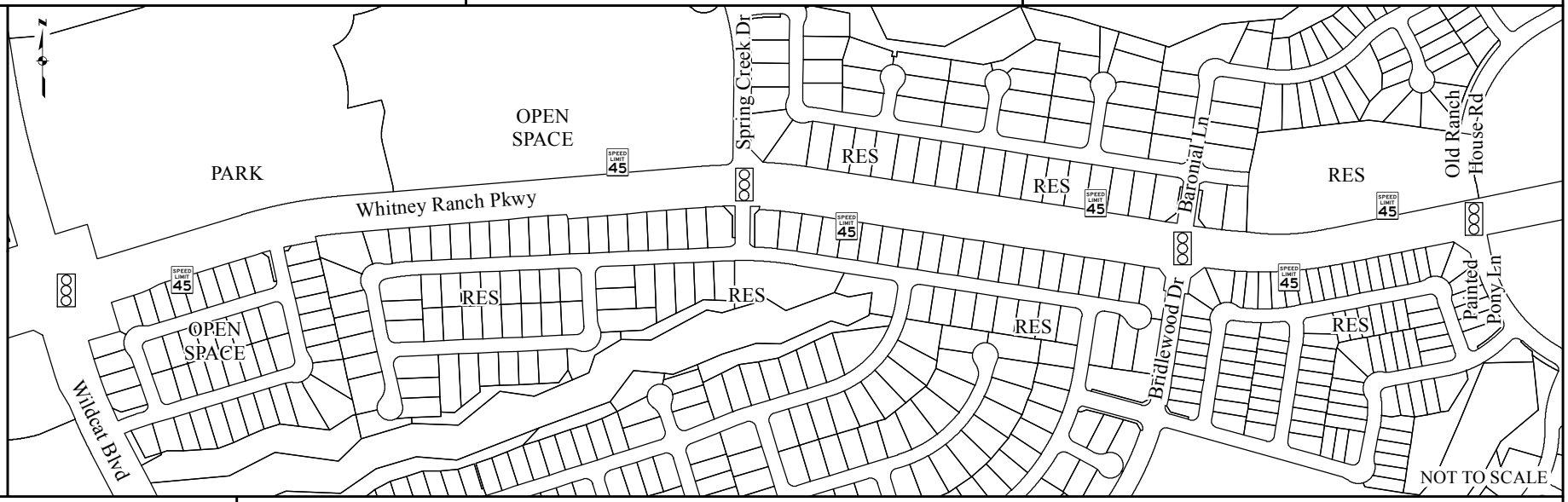
Speed Zone Survey

Road Name:

Whitney Ranch Pkwy.

Wildcat Blvd. to Painted Pony Ln.

Strip Map



Roadway Width	62'
Number of Lanes	4
ADT	3232
Divider Type	Raised Landscape
Critical Speed	52
Pace Speed	43 - 52
Existing Speed	40
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☒
Open Space	☒
Bikeway	☒

Collision History:

2015	2016	2017
4	2	6

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Whitney Ranch **Location:**

Segment: Wildcat - Painted Pony

Length: .9 Miles **Direction:** Both

SPEED SURVEY

Date: 05/01/2018 **Day:** Tuesday **Time:** 3:20pm - 4:49pm

Weather: Sunny **Observer:** Jordan

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59	1 1 1 1	4
58		0
57	1 1 1	3
56		0
55		0
54	1 1	2
53	1 1 1 1 1	5
52	1 1 1 1 1 1	6
51	1 1 1 1 1 1	6
50	1 1 1 1 1 1	6
49	1 1 1	3
48	1 1 1 1	4
47	1	1
46	1 1 1 1 1 1	6
45	1 1 1 1 1 1 1 1 1 1	10
44	1 1 1 1 1 1 1 1 1 1	10
43	1 1 1 1 1 1 1 1	8
42	1 1 1 1 1	5
41	1 1 1	3
40	1 1 1 1 1 1	6
39	1 1 1 1 1 1 1 1	8
38	1 1	2
37	1	1
36	1 1	2
35	1 1	2
34	1	1
33		0
32		0
31		0
30		0
29		0
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	104

SPEED DATA

Posted:	40	MPH
85th %:	52	MPH
Average:	46	MPH
Pace:	43 - 52	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	2	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	4	2	6

ROADWAY CONDITIONS

4 travel lanes, landscape median, no bike lanes, no recovery area, 62 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WHITNEY RANCH PARKWAY
Painted Pony Lane to Ranch View Drive

DESCRIPTION/LOCATION

Whitney Ranch Parkway is a two-lane major collector that runs East-West from Painted Pony Lane to Ranch View Drive. There are class 2 bike lanes on both sides of the road and a raised center median. This road provides access to various neighborhoods throughout the Whitney Ranch Development.

There is no recovery area on Old Ranch House Road. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there was one collision on Whitney Ranch Parkway from 2020 to 2022. The collision occurred in 2020.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Whitney Ranch Parkway is 41 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

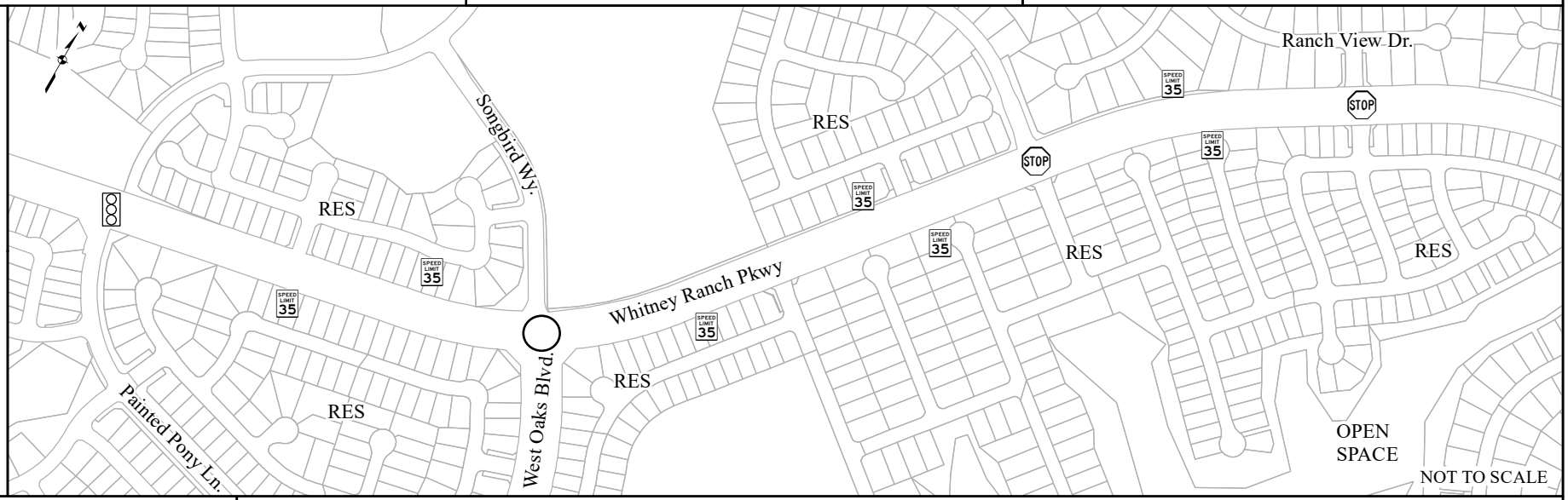
Speed Zone Survey

Road Name:

Whitney Ranch Pkwy.

Painted Pony Ln. to Ranch View Dr.

Strip Map



Roadway Width	54'
Number of Lanes	2
ADT	2192
Divider Type	Raised Landscape
Critical Speed	41
Pace Speed	31-40
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	Roundabout
Commercial	COM	Stop Sign	
Industrial	IND	Speed Limit Sign	

Roadside Conditions:

School	☐
Residence	☒
Business	☐
Park	☐
Open Space	☒
Bikeway	☒

Collision History:

2020	2021	2022
0	1	0

Comments:

Class II bikeway on both sides of road.

Some Recovery Area	☐	No Recovery Area	☒
School Site Access	☐		

Moderate Traffic Volume ☒

Heavy Traffic Volume ☐

Street: Whitney Ranch Parkway **Location:** Jamboree Drive

Segment: Painted Pony Lane to Ranch View Drive

Length: 0.78 Miles **Direction:** Both

SPEED SURVEY

Date: 10/28/2022 **Day:** Friday **Time:** 9:30am - 10:45am

Weather: Sunny **Observer:** **Jose Rivas**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48	1 1	2
47		0
46	1	1
45	1 1	2
44	1 1	2
43	1	1
42	1 1 1 1	4
41	1 1 1	3
40	1 1 1 1 1 1 1 1 1	9
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1	7
37	1 1 1 1 1 1 1 1 1 1	10
36	1 1 1 1 1 1 1	7
35	1 1 1 1 1 1 1 1 1 1 1	11
34	1 1 1 1 1 1 1 1	8
33	1 1 1 1 1 1 1 1	8
32	1 1 1 1 1 1	6
31	1 1 1 1	4
30	1 1 1 1 1 1 1	7
29	1 1	2
28	1	1
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	36	MPH
Pace:	31-40	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	1	0

ROADWAY CONDITIONS

2 travel lanes, raised landscaped median, bike lane on both sides, no parking, no recovery area, 54 feet wide

DECLARED SPEED LIMIT: 35 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

WHITNEY RANCH PARKWAY
Ranch View Drive to Whitney Oaks Drive

DESCRIPTION/LOCATION

Whitney Ranch Parkway is a two-lane major collector that runs East-West from Ranch View Drive to Whitney Oaks Drive. There are class 2 bike lanes on both sides of the road and a raised center median. This road provides access to various neighborhoods throughout the Whitney Ranch Development.

There is no recovery area on Whitney Ranch Parkway. It is bound by landscaping, and fixed objects, such as traffic control signs and street lights, on both sides.

COLLISIONS

Accident records show that there were two collisions on Whitney Ranch Parkway from 2020 to 2022. One collision occurred in 2020 and the second collision occurred in 2022.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Whitney Ranch Parkway is 41 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

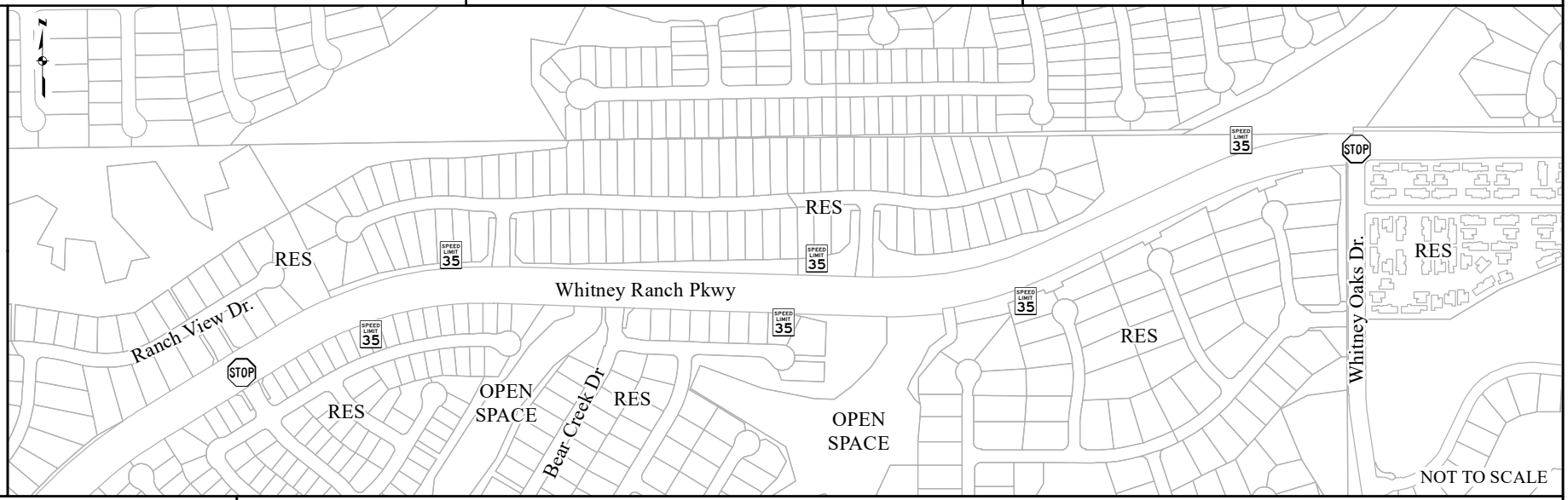
Speed Zone Survey

Road Name:

Whitney Ranch Pkwy.

Ranch View Dr. to Whitney Oaks Dr.

Strip Map



Roadway Width	54'
Number of Lanes	2
ADT	1453
Divider Type	Raised Landscape
Critical Speed	41
Pace Speed	32-41
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2020	2021	2022
1	0	1

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X	Moderate Traffic Volume	X
School Site Access				Heavy Traffic Volume	

Street: Whitney Ranch Parkway **Location:** Street Light C12512

Segment: Ranch View Drive - Whitney Oaks Drive

Length: 0.72 Miles **Direction:** Both

SPEED SURVEY

Date: 10/28/2022 **Day:** Friday **Time:** 12:15pm - 1:25pm

Weather: Sunny **Observer:** **Jose**

Speed (mph)	Number of Vehicles (5 / 10 / 15 / 20 / 25 / 30)	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52	1	1
51		0
50	1	1
49	1 1	2
48	1	1
47	1	1
46		0
45	1	1
44	1 1 1	3
43	1 1	2
42	1 1	2
41	1 1 1 1 1	5
40	1 1 1 1 1 1	6
39	1 1 1 1 1 1 1	7
38	1 1 1 1 1 1 1	7
37	1 1 1 1 1	5
36	1 1 1 1 1	5
35	1 1 1 1 1 1 1 1 1 1 1 1 1 1	14
34	1 1 1 1 1 1 1 1 1	9
33	1 1 1 1 1 1 1 1	8
32	1 1 1 1 1 1 1	7
31	1 1 1	3
30	1 1 1 1	4
29	1	1
28	1 1 1	3
27		0
26	1	1
25	1	1
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	101

SPEED DATA

Posted:	35	MPH
85th %:	41	MPH
Average:	36	MPH
Pace:	32-41	MPH

ACCIDENT HISTORY

YEAR	2020	2021	2022
PDO	0	0	0
INJURY	1	0	1
FATAL	0	0	0
TOTAL	1	0	1

ROADWAY CONDITIONS

2 travel lanes, raised landscaped median, bike lane on both sides, no parking, no recovery area, 54 feet wide

DECLARED SPEED LIMIT: 35 MPH

8/30/23

DATE

City Engineer

Resolution # _____ Adopted: _____

WILDCAT BOULEVARD
West Stanford Ranch Road to City of Lincoln Limit

DESCRIPTION/LOCATION

Wildcat Boulevard is a four-lane arterial that runs north-south and serves as a major connection between Rocklin and the city of Lincoln. It has a raised landscaped median and landscaped shoulders with meandering sidewalks. There are seven traffic signal controlled intersections on Wildcat Boulevard. A class I bikeway exists on the east side of the roadway between the city of Lincoln and Bridlewood Drive. This class I bikeway is for both northbound and southbound bicycle and pedestrian traffic. There is a class II bikeway between Bridlewood Drive. and West Stanford Ranch Road on both sides of the roadway.

Whitney High School is located on the east side of Wildcat Boulevard to the north and a fire station is located on Wildcat Boulevard close to the West Stanford Ranch Road. intersection. Wildcat Boulevard also serves several residential and collector streets as well as two community parks.

There is no recovery area on Wildcat Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were forty-seven collisions on Wildcat Blvd. from 2015 to 2017. There were nineteen collisions in 2015, sixteen in 2016, and twelve in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Wildcat Blvd. is 47 MPH. It is recommended that the speed limit remain 45 MPH in accordance with section 21400(b) of the California Vehicle Code.

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Traffic Engineering and Speed Map

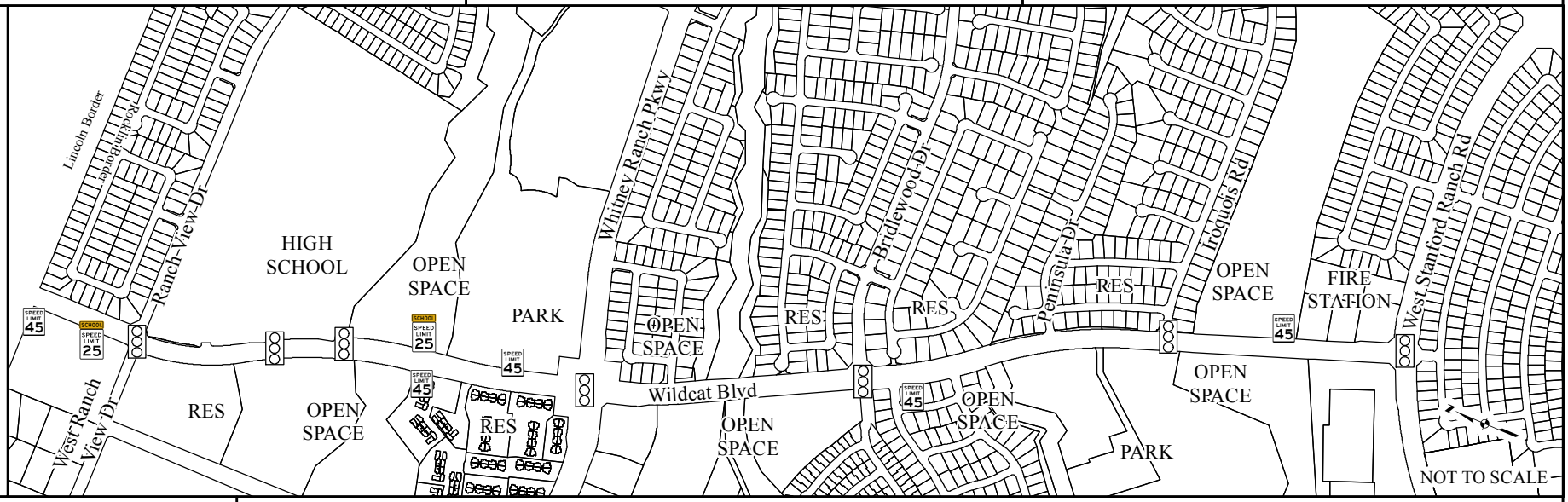
Speed Zone Survey

Road Name:

Wildcat Blvd.

West Stanford Ranch Rd. to Lincoln Border

Strip Map



Roadway Width	62'
Number of Lanes	4
ADT	10,206
Divider Type	Raised Landscape
Critical Speed	47
Pace Speed	38 - 47
Existing Speed	45
Recommended Speed	45

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 45

Roadside Conditions:

School	X
Residence	X
Business	
Park	X
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
19	16	12

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	
Heavy Traffic Volume	X

Street: Wildcat **Location:** Arroyo Sierra

Segment: West Stanford Ranch - City Limit

Length: 1.55 Miles **Direction:** Both

SPEED SURVEY

Date: 04/26/2018 **Day:** Thursday **Time:** 2:36pm - 3:20pm

Weather: Sunny **Observer:** Nick

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59	1	1
58		0
57	1	1
56		0
55		0
54	1	1
53	1	1
52	1 1	2
51		0
50	1 1	2
49	1 1	2
48	1 1 1 1	4
47	1 1 1 1 1 1	6
46	1 1 1 1	4
45	1 1 1 1 1 1 1	7
44	1 1 1 1 1 1 1 1 1	9
43	1 1 1 1 1 1 1 1 1 1 1	11
42	1 1 1 1 1 1	6
41	1 1 1 1 1 1 1	7
40	1 1 1 1 1 1 1 1 1	9
39	1 1 1 1 1 1 1 1 1	9
38	1 1 1 1 1	5
37	1 1 1	3
36	1 1 1 1	4
35	1 1 1	3
34	1 1 1	3
33		0
32		0
31	1	1
30		0
29	1	1
28		0
27		0
26		0
25		0
24		0
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	102

SPEED DATA

Posted:	45	MPH
85th %:	47	MPH
Average:	42	MPH
Pace:	38 - 47	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	9	1	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	19	16	12

ROADWAY CONDITIONS

4 travel lanes, landscape median, no bike lane, no recovery area, 62 feet wide

DECLARED SPEED LIMIT: 45 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WOODSIDE DRIVE
Pacific Street to Lost Avenue

DESCRIPTION/LOCATION

Woodside Drive is a curvilinear residential collector that intersects both Pacific Street and Sunset Boulevard. It has a painted center line, class II bike lanes, and dedicated parking lanes on both sides for its entire length. Woodside Drive serves several low density residential streets as well as one moderately sized apartment complex on the east end.

There is no recovery area on Woodside Drive. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were seven collisions on Woodside Dr. from 2015 to 2017. There were three collisions in 2015, zero in 2016, and four in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed for Wildcat Blvd. is 35 MPH. It is recommended that the speed limit remain at 30 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

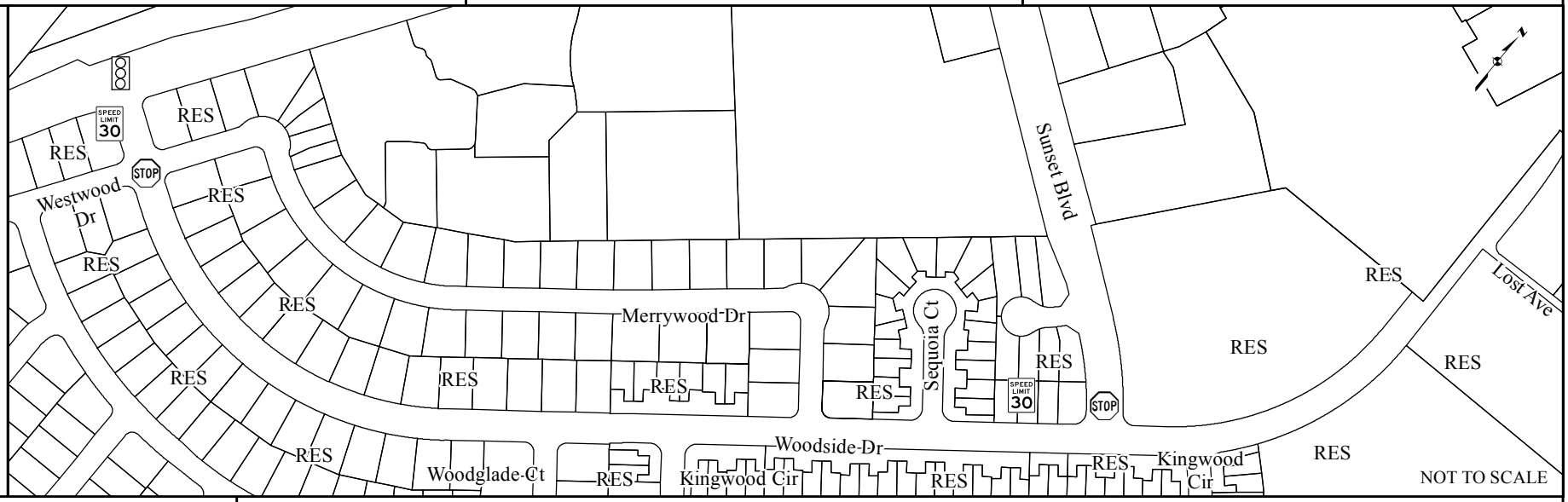
Speed Zone Survey

Road Name:

Woodside Dr.

Pacific St. to Lost Ave.

Strip Map



Roadway Width	50'
Number of Lanes	2
ADT	1669
Divider Type	Painted
Critical Speed	35
Pace Speed	27 - 36
Existing Speed	30
Recommended Speed	30

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 30

Roadside Conditions:

School	
Residence	X
Business	
Park	
Open Space	
Bikeway	X

Collision History:

2015	2016	2017
3	0	4

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access			

Moderate Traffic Volume	
Heavy Traffic Volume	

Street: Woodside **Location:** Merrywood

Segment: Pacific - Lost

Length: 0.61 Miles **Direction:** both

SPEED SURVEY

Date: 05/17/2018 & 05/24/2018 **Day:** Thursday **Time:** 9am-11:50am / 8:50am - 10:20am

Weather: Sunny **Observer:** Ali

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51		0
50		0
49		0
48		0
47		0
46		0
45		0
44		0
43		0
42		0
41		0
40		0
39	1 1 1	3
38	1	1
37	1	1
36	1 1 1 1 1 1 1 1	8
35	1 1 1 1	4
34	1 1 1 1 1 1 1	7
33	1 1 1 1 1 1 1 1	8
32	1 1 1 1 1 1	6
31	1 1 1 1 1 1 1 1 1 1 1 1	12
30	1 1 1 1 1 1 1	7
29	1 1 1 1 1	5
28	1 1 1 1 1	5
27	1 1 1 1 1 1 1 1 1 1	10
26	1 1 1 1 1 1 1	7
25	1 1 1 1 1	5
24	1 1 1	3
23	1 1 1 1 1	5
22	1 1	2
21	1 1 1	3
20		0
19	1	1
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	103

SPEED DATA

Posted:	30	MPH
85th %:	35	MPH
Average:	30	MPH
Pace:	27 - 36	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	1
INJURY	0	0	0
FATAL	0	0	0
TOTAL	3	0	4

ROADWAY CONDITIONS

2 travel lanes, bike lanes on both sides, painted center median, on street parking, 50 deet wide

DECLARED SPEED LIMIT: 30 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

WYCKFORD BOULEVARD
Park Drive to Stratton Court

DESCRIPTION/LOCATION

Wyckford Boulevard is a four lane major collector that has a raised landscaped median as well as a parking lane on both sides. There is no residential frontage on this section of Wyckford Boulevard, but a junior high school is located on the northwest corner of Wyckford Boulevard and Park Drive. Traffic volumes are moderate and pedestrian volumes are high due to the school.

There is no recovery area on Wyckford Boulevard. It is bound by curb, gutter, sidewalk and fixed objects, such as traffic control signs and street lights on both sides.

COLLISIONS

Accident records show that there were three collisions on Wyckford Blvd. from 2015 to 2017. There were zero collisions in 2016, one in 2016, and two in 2017.

SURVEY RESULTS/RECOMMENDATION

The 85th percentile speed on Wyckford Blvd. is 40 MPH. It is recommended that the speed limit remain at 35 MPH in accordance with section 21400(b) of the California Vehicle Code.

ROCKLIN
CALIFORNIA

Traffic Engineering and Speed Map

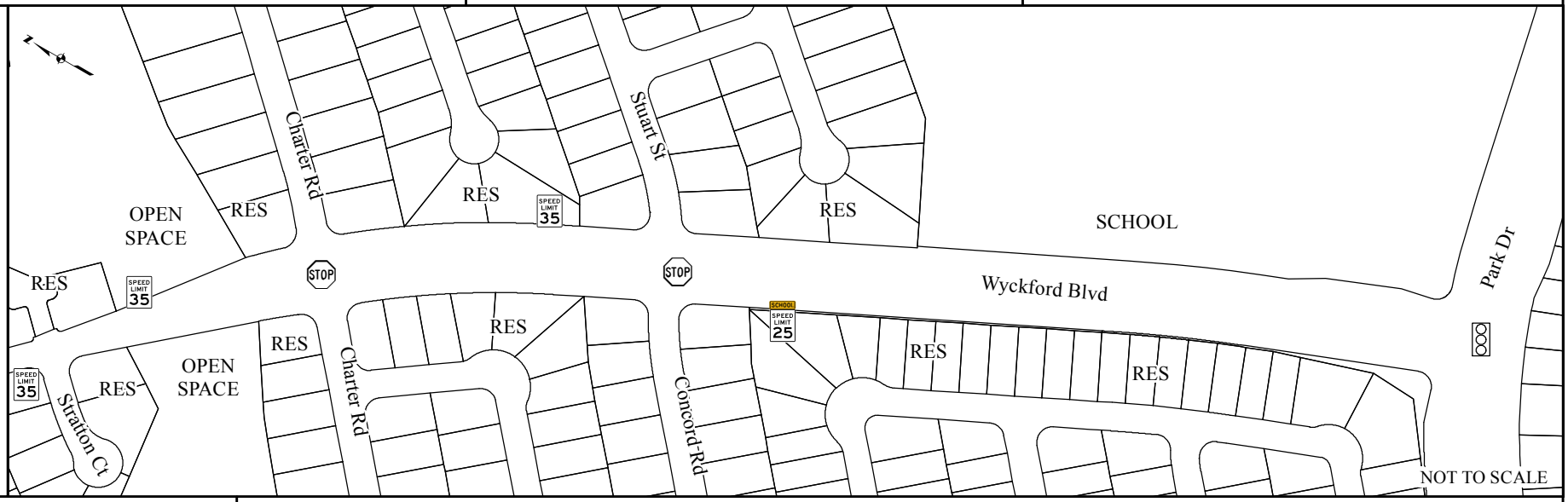
Speed Zone Survey

Road Name:

Wyckford Blvd.

Park Dr. to Stratton Ct.

Strip Map



Roadway Width	82'
Number of Lanes	4
ADT	5626
Divider Type	Raised Landscape
Critical Speed	40
Pace Speed	29 - 38
Existing Speed	35
Recommended Speed	35

Legend:

Residential	RES	Traffic Signal	
Commercial	COM	Stop Sign	STOP
Industrial	IND	Speed Limit Sign	SPEED LIMIT 35

Roadside Conditions:

School	X
Residence	X
Business	
Park	
Open Space	X
Bikeway	X

Collision History:

2015	2016	2017
0	1	2

Comments:

Class II bikeway on both sides of road.

Some Recovery Area		No Recovery Area	X
School Site Access	X		

Moderate Traffic Volume	X
Heavy Traffic Volume	

Street: Wyckford **Location:** median @granite Oaks Bus Turnout

Segment: Park - Stratton

Length: .44 Miles **Direction:** Both

SPEED SURVEY

Date: 04/30/2018 **Day:** Monday **Time:** 10:03am - 10:34am

Weather: Sunny **Observer:** **Long**

Speed (mph)	Number of Vehicles	Total Volume
65 or higher		0
		0
		0
		0
		0
60		0
59		0
58		0
57		0
56		0
55		0
54		0
53		0
52		0
51	1	1
50	1 1	2
49		0
48		0
47		0
46		0
45	1	1
44	1	1
43	1	1
42	1 1 1	3
41	1 1	2
40	1 1 1 1 1 1	6
39	1 1	2
38	1 1 1 1 1 1 1 1 1 1	10
37	1 1 1 1 1 1 1 1 1 1	11
36	1 1 1 1 1	5
35	1 1 1 1 1 1 1 1 1 1 1 1 1	13
34	1 1 1 1 1 1 1 1 1 1 1 1 1	13
33	1 1 1 1 1 1 1 1 1	9
32	1 1 1 1 1 1 1	7
31	1	1
30	1 1 1 1 1 1 1	7
29	1 1 1	3
28	1 1 1	3
27	1 1	2
26		0
25	1	1
24	1	1
23		0
22		0
21		0
20		0
19		0
18		0
17		0
16		0
15		0
14		0
13		0
12		0
11		0
10 or lower		0
	Total Number of Vehicles:	105

SPEED DATA

Posted:	35	MPH
85th %:	40	MPH
Average:	35	MPH
Pace:	29 - 38	MPH

ACCIDENT HISTORY

YEAR	2015	2016	2017
PDO	0	0	0
INJURY	0	0	0
FATAL	0	0	0
TOTAL	0	1	2

ROADWAY CONDITIONS

4 travel lanes, landscape median, bike lanes on both sides, recovery area, 82 feet wide

DECLARED SPEED LIMIT: 35 MPH

9/26/18
DATE

City Engineer
Resolution # 1106 Adopted: 11/23/18

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject:	Point Vista - Advisory Review of Development Proposal (SC2023-0005)
Date:	November 14, 2023
Submitted By:	David Mohlenbrok, Director of Community Development Bret Finning, Planning Services Manager
Department:	Community Development

Recommendation:
Review, discuss, and provide input to the project applicant on a preliminary development proposal for a General Plan Amendment, Rezone, and Tentative Subdivision Map on an approximately 16-acre site located east of I-80 and south of Brace Road.

Background:
The staff report for this item is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:
1. Staff Report
2. Staff Report Attachment A - Proposed General Plan Amendment
3. Staff Report Attachment B - Proposed Rezone
4. Staff Report Attachment C - Proposed Subdivision Layout

City Council Report

Subject: Point Vista – Advisory Review of Development Proposal
Advisory Determination, SC2023-0005

Date: November 14, 2023

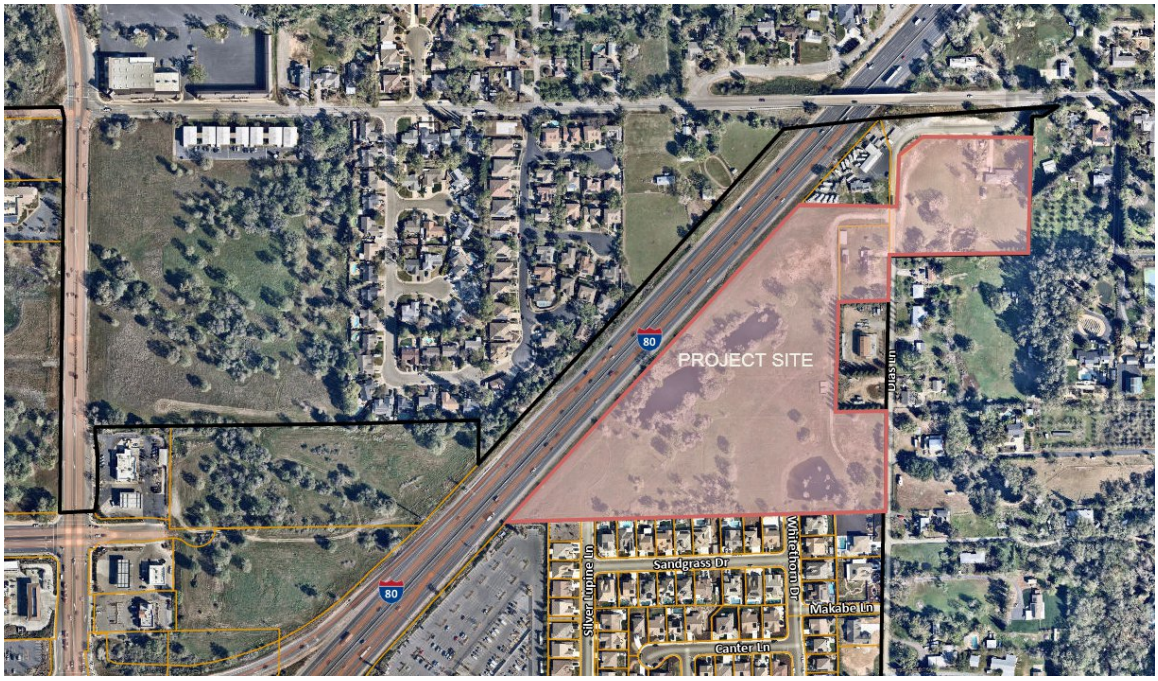
Submitted by: David Mohlenbrok, Director of Community Development
Bret Finning, Planning Services Manager

Department: Community Development

Recommendation:
Staff recommends that the City Council review, discuss, and provide input to the project applicant on a preliminary development proposal for a General Plan Amendment, Rezone, and Tentative Subdivision Map on an approximately 16-acre site located east of I-80 and south of Brace Road.

Location:
The subject property is generally located at 3975, 4064, and 4070 Dias Lane (APNs: 045-043-034, 045-043- 080, and 045-044-001). See Figure 1.

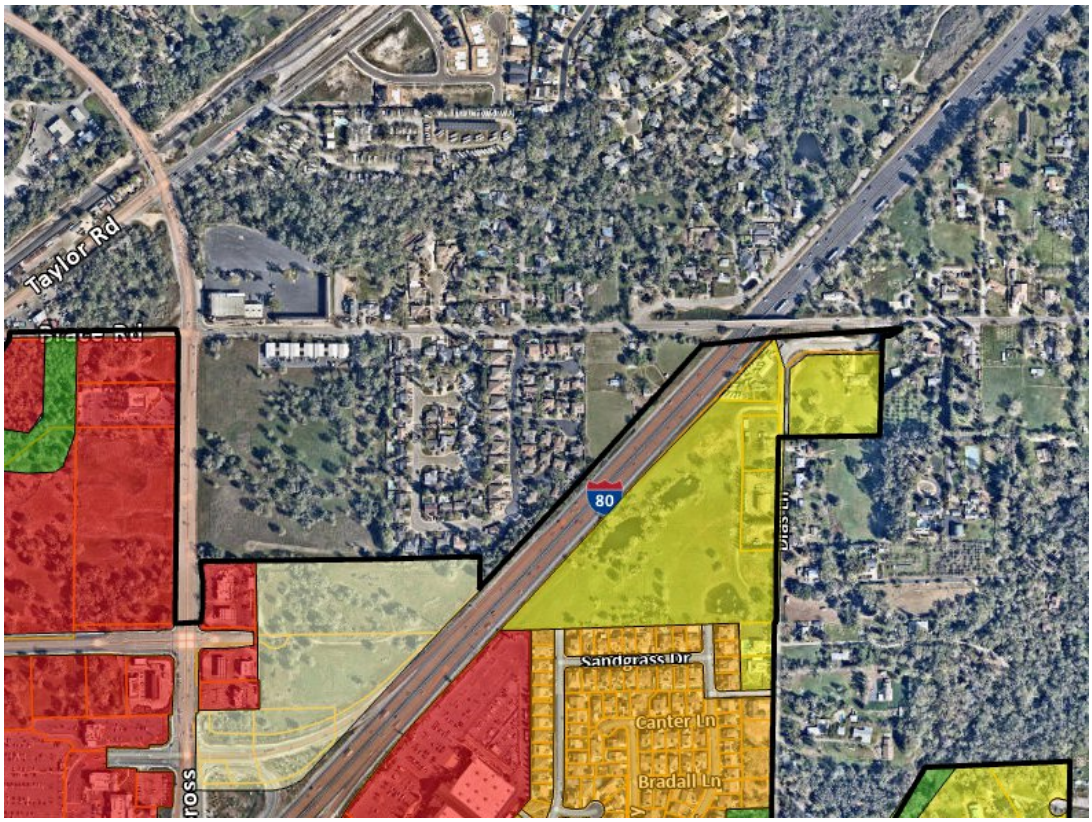
Figure 1 – Location Map



Owner/Applicant:
The property owner is Arrowest Properties, Inc. and Rocklin Manor Holding Corporation. The applicant is Jared Brown with Guide Engineering.

Surrounding Land Uses:
WEST: The westerly side of the project site is bounded by the Interstate 80 freeway.
NORTH: To the north, in the City of Rocklin is a parcel that has a Low Density Residential (LDR) land use designation and is zoned "Unclassified" (UN). This site is currently occupied by an existing non-conforming, commercial use that sells recreational vehicles. To the north, across Brace Road, in the Town of Loomis, is land zoned Commercial/Destination Commercial (CT) that is developed with rural residential homes.
EAST: To the east in the City of Rocklin is a parcel zoned Single Family Residential 12,500 square foot minimum lot size (R1-12) that is developed with a single home. East of the project site, in the Town of Loomis, is land zoned for Rural Residential (RR) and Rural Estate (RE) uses with a minimum lot size of 2.3 acres. This area has been developed with rural residential type homes.
SOUTH: South of the project site, in the City of Rocklin is land designated Retail Commercial (RC) and zoned Planned Development Commercial (PD-C) and developed as part of the Rocklin Crossing shopping Center. Immediately to the east of that is the Rocklin 60 subdivision that has a land use designation of Low Density Residential (LDR) and Medium Density Residential (MDR) and is zoned Planned Development 2 and 4 dwelling units per acre (PD-2 & PD-4) respectively. The two parcels in the subdivision which front on Dias Lane have the PD-2 zoning.

Figure 2 – General Plan Land Use Designations



Background:
The applicant has submitted a conceptual proposal for a General Plan Amendment, Rezone, and Tentative Subdivision Map on the project site. As a way for an applicant to receive preliminary feedback from the City Council and the public on development proposals, particularly those that would require General Plan Amendments or Rezones, this item is being brought to the City Council for discussion and feedback prior to applicant filing a formal application. The preliminary proposal submitted by the applicant seeks to change the land use and zoning as further described below:

1. A General Plan Amendment to change the land use designation of the bulk of the site, including approximately 3.7 acres on the easterly side of Dias Lane, from Low Density Residential (LDR), 1 - 3.4 dwelling units/acre (du/ac.), to Medium Density Residential (MDR), 3.5 – 8.4 du/ac. A strip, approximately 200 feet deep on the westerly side of Dias Lane would retain the existing LDR land use designation.

2. A Rezone to change the zoning on:
   - Those portions of the site west of Dias Lane and not proposed be accessed from Dias Lane from Single Family Residential 12,500 square foot minimum lot size (R1-12.5) to Single Family Residential 6,000 square foot minimum lot size (R1-6).
   - Those portions of the site west of Dias Lane and proposed to be accessed from Dias Lane from Single Family Residential 12,500 square foot minimum lot size (R1-12.5) and Unclassified (UN) to Rural Estate 20,000 square foot minimum lot size (RE-20).
   - Those portions of the site located east of Dias Lane, also accessed via Dias Lane, from Unclassified (UN) to Single Family Residential 15,000 square foot minimum lot size (R1-15).

The existing and proposed General Plan land use designations are depicted in Attachment A, and the existing and proposed zoning designations are depicted in Attachment B.

It is unclear how a portion of the site came to have an Unclassified Zoning designation but that has been the case for at least 30 years. Per Section 17.06.120 of the Rocklin Municipal Code, "*All lands now or hereafter included within the boundaries of the city which are not designated on official zoning maps described in this chapter as being within any other zone specified in this title shall be deemed to be zoned RA-10 (Residential Agriculture-10 acre net minimum lot size) until such lands are classified into one or more of the other districts as provided in this chapter. The planning commission may grant conditional use permits for uses of such land; provided, that such uses conform to the general plan of the city. Development requirements such as height regulation, lot area, lot width and yard area shall be prescribed by the planning commission*."

The applicant's conceptual development plan for the site, Attachment C, proposes to subdivide the project site into 94 single family lots on three existing parcels, two on the west side of Dias Lane and one on the east side of Dias Lane. The development proposed west of Dias Lane would include 63 lots with a minimum lot size of 6,000 square feet, accessed through the Rocklin 60 and Oak Vista Subdivisions via extensions of Silver Lupine Lane and Whitethorn Drive. There is an existing masonry wall on the south side of the site that was constructed with the Rocklin 60 project, primarily to mitigate for freeway noise. The applicant proposes, as part of the project, to construct new masonry perimeter walls on the west

side of the project site, adjacent to the freeway, and along the northern property line. The western portion of the development area also includes six lots with a minimum lot size of 20,000 square feet, that would be accessed off of Dias Lane, which connects to Brace Road in the Town of Loomis.

The applicant is also proposing to develop a number of additional lots on the east side of Dias Lane. These lots would also be accessed, directly or indirectly, from Dias Lane and the Town of Loomis. The applicant has proposed to rezone this area to Single Family Residential 15,000 square foot minimum lot size (R1-15). The conceptual development plan would appear to create 19 lots with a minimum lot size of 2,600 +/- square feet. Lots of that size would be inconsistent with the proposed General Plan land use and Zoning designations. Development consistent with the proposed R1-15 zoning for this area would more likely generate 8 to 10 15,000 square foot lots.

Staff Comments for City Council Consideration:
Staff has the following preliminary comments that the City Council may wish to consider:

1. Increased traffic through the adjacent Rocklin 60 and Oak Vista Subdivisions beyond that anticipated by the existing zoning. Under current zoning, the area proposed for 63 lots would be able to accommodate approximately 36 lots. Using an average of 9 daily automobile trips per single family residence, the current zoning would yield approximately 324 daily trips, as compared to the 63 lots which would generate approximately 667 daily trips, an increase of 243 daily trips.
2. Increased traffic on Dias Lane and into the Town of Loomis from the 19 lots proposed on the east side of that street. If this 3.7 +/- acre area was zoned for minimum lot sizes of 12,500 square feet, the area would be able to accommodate approximately 10 lots. Using an average of 9 daily automobile trips per single family residence, the zoning of the minimum lot size 12,500 square foot would yield approximately 90 daily trips, as compared to the 19 lots which would generate approximately 171 daily trips, an increase of 81 daily trips.
3. Compatibility with existing adjacent development, particularly that on and along Dias Lane. When the Rocklin 60 Subdivision was approved on the west side of Diaz Lane, all lots that accessed from Dias Lane were zoned to require a minimum lot size of 20,000 square feet for better compatibility with the lots along the east side of Dias Lane that are located within the Town of Loomis and are zoned Residential Estate (maximum allowable density of 2.3 acres per dwelling unit).
4. When the Oak Vista project was approved by the City Council, it included four lots that fronted on Dias Lane. These lots were zoned R1-12.5 to help serve as a transition from the project's R1-6 lots to the east to the more rural setting of the lots within the Town of Loomis on the east side of Dias Lane.

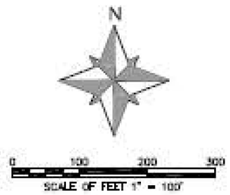
Prepared by Bret Finning, Planning Services Manager

GENERAL PLAN AMENDMENT EXHIBIT

POINT VISTA

ROCKLIN, PLACER COUNTY, CA

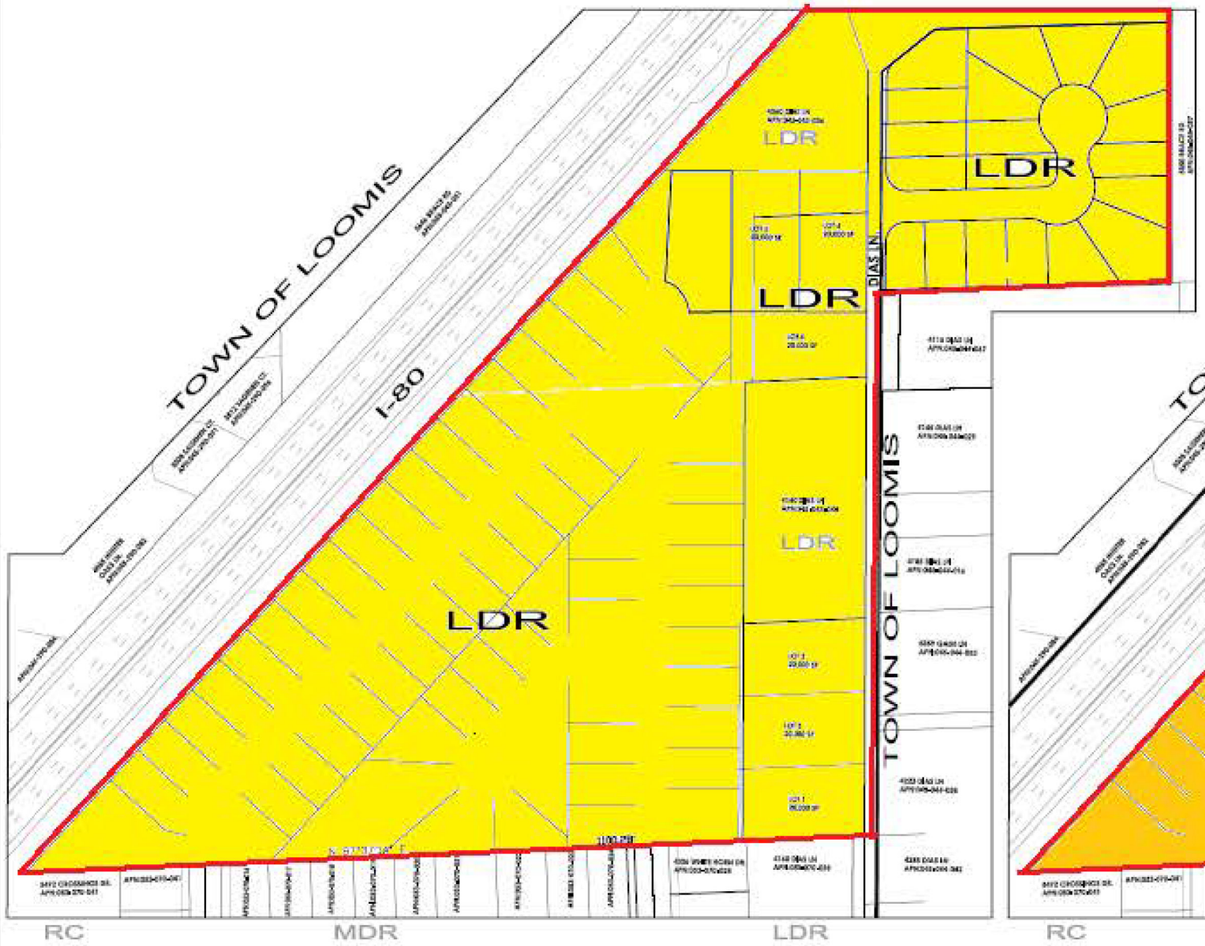
MARCH 2023



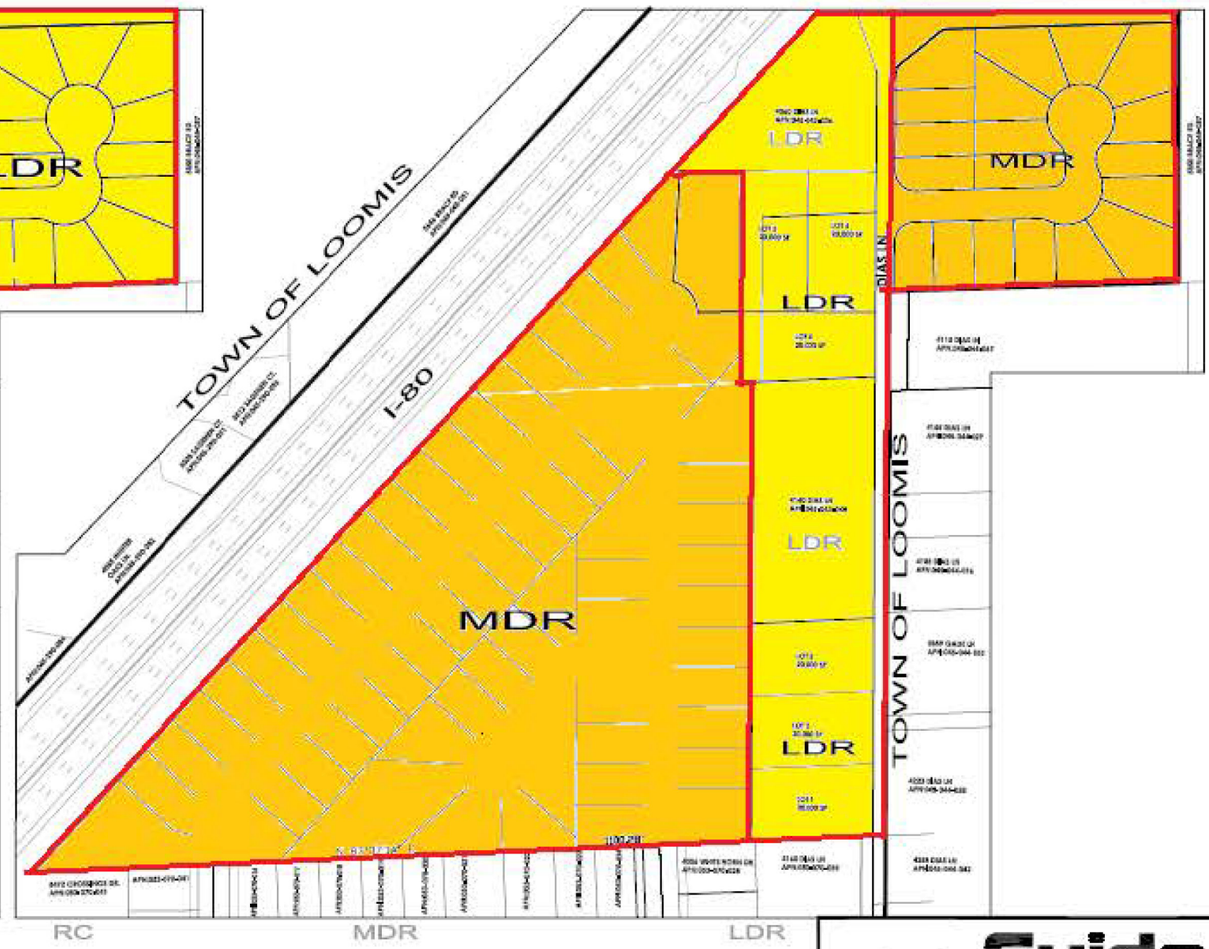
SITE LOCATION



VICINITY MAP



EXISTING GENERAL PLAN DESIGNATION



PROPOSED GENERAL PLAN DESIGNATION

Guide ENGINEERING
LAND ENGINEERING AND PLANNING
5530 GRANITE LAKE DR, #150
GRANITE BAY, CA 95746
PHONE: 916-787-0248

REZONE EXHIBIT

POINT VISTA

ROCKLIN, PLACER COUNTY, CA

MARCH 2023

N

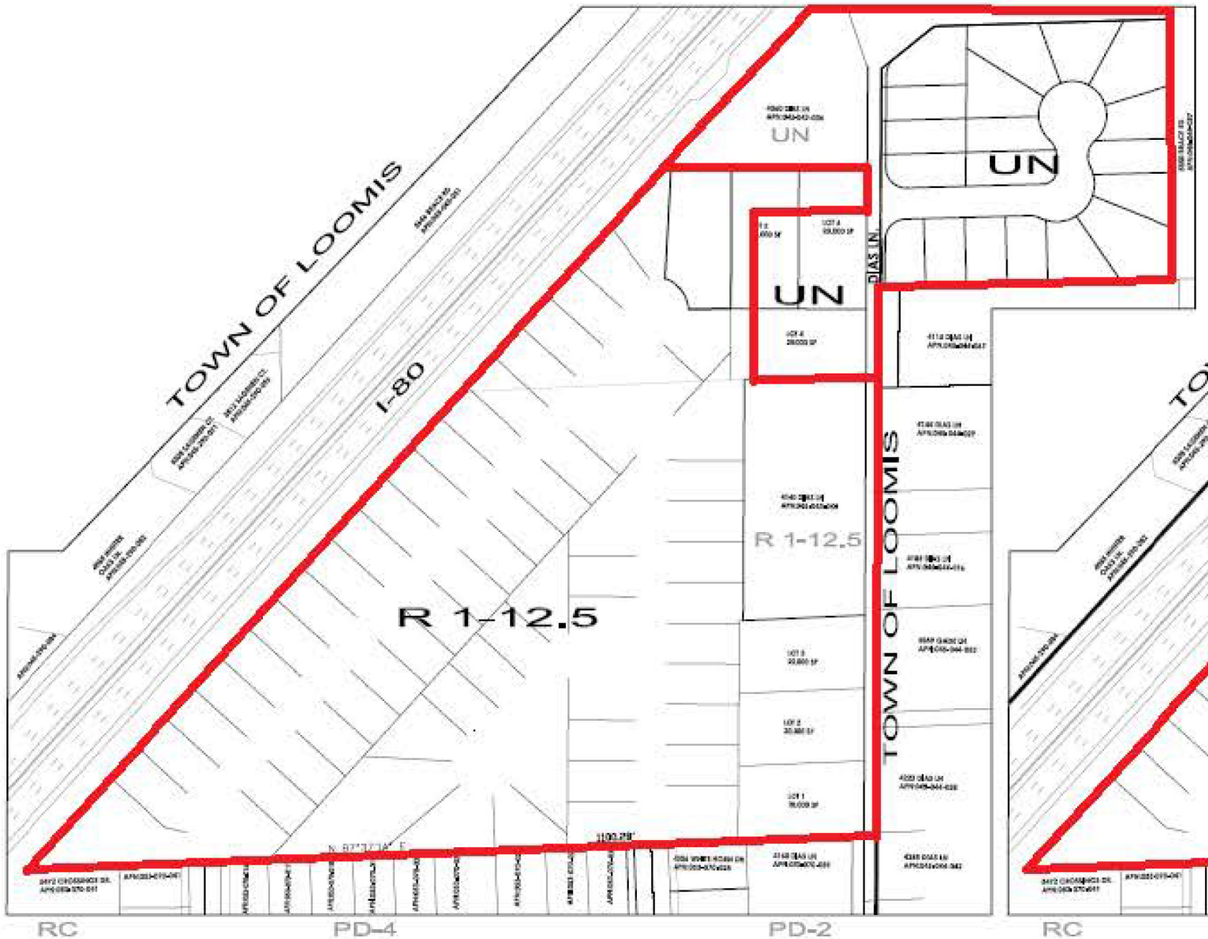
0 100 200 300

SCALE OF FEET 1" = 100'

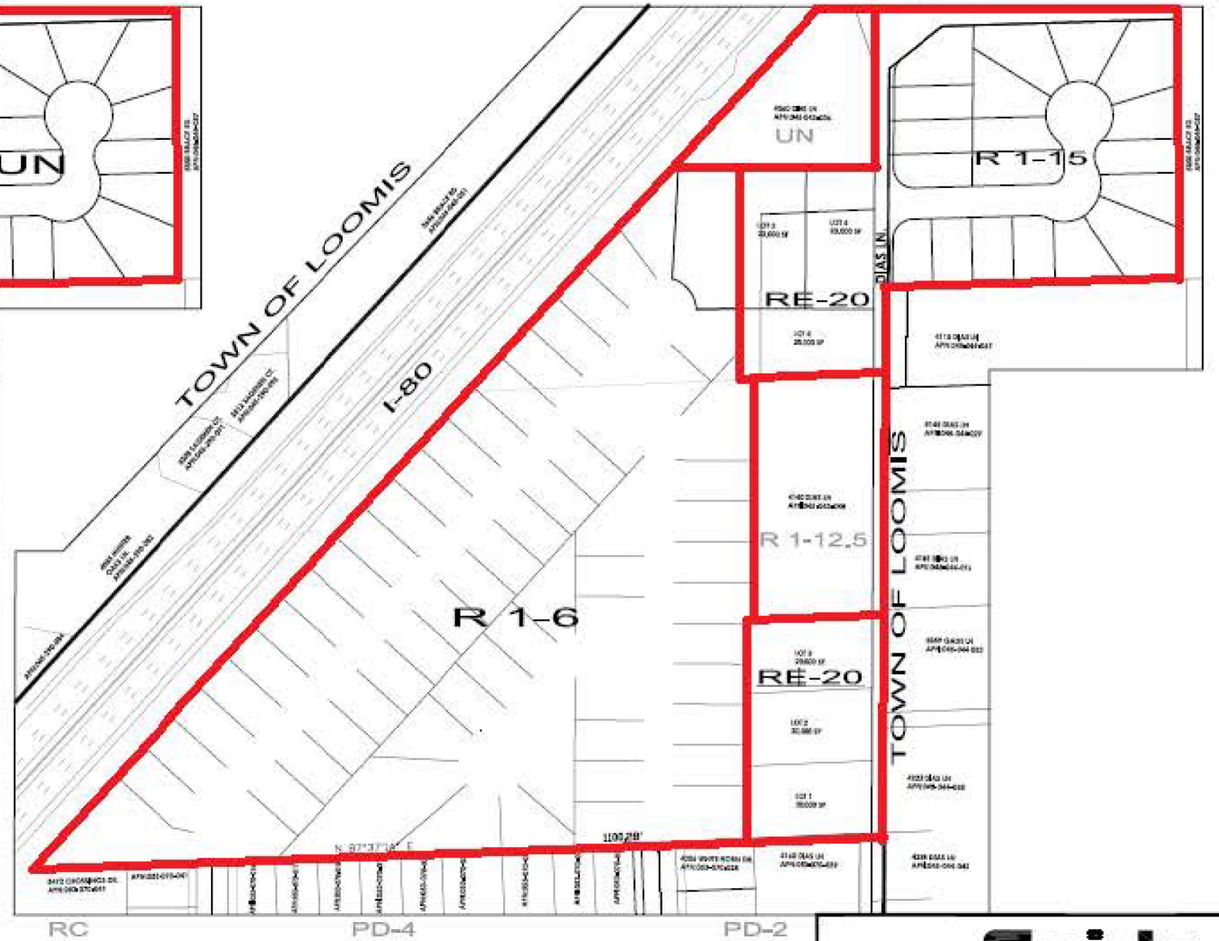
SITE LOCATION



VICINITY MAP



EXISTING ZONING



PROPOSED ZONING

Guide
ENGINEERING
LAND ENGINEERING AND PLANNING
5930 GRANITE LAKE DR, #150
GRANITE BAY, CA 95746
PHONE: 916-787-0248



VICINITY MAP

NORTH

N

0 40 80 120

SCALE OF FEET 1" = 40'

SITE LAYOUT

PROJECT NOTES

ASSESSOR'S PARCEL NO.
045-043-080-000
045-043-034-000
045-044-001-000

AREA OF PROPOSED TENTATIVE SUBDIVISION MAP
16.05 ACRES (GROSS)

EXISTING USE
OPEN SPACE & RURAL RESIDENTIAL

PROPOSED USE
63 SINGLE FAMILY RESIDENTIAL LOTS
6 SINGLE FAMILY LOTS 20,000 SQFT MIN.

EXISTING ZONING
UNCLASSIFIED

PROPOSED ZONING
RESIDENTIAL

EXISTING GENERAL PLAN DESIGNATION
R 1-12.5

PROPOSED GENERAL PLAN DESIGNATION
R 1-6

PARK DISTRICT
CITY OF ROCKLIN

FIRE PROTECTION
ROCKLIN FIRE DEPARTMENT

SCHOOL DISTRICT
ROCKLIN UNIFIED SCHOOL DISTRICT

SEWER
SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STORM DRAIN
CITY OF ROCKLIN

WATER
PLACER COUNTY WATER AGENCY

GAS & ELECTRICITY
PACIFIC GAS & ELECTRIC COMPANY

Guide ENGINEERING
LAND ENGINEERING AND PLANNING
5930 GRANITE LAKE DR. #150
GRANITE BAY, CA 95746
PHONE: 916-797-3048
projects@guide-engineering

TENTATIVE PARCEL MAP
POINT VISTA

LOOMIS, CALIFORNIA

PREPARED UNDER THE DIRECTION OF:

REGISTERED PROFESSIONAL ENGINEER
JARED BROWN
LIC. No. C65430
Exp. 09/30/23
CIVIL
STATE OF CALIFORNIA

NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BY THE ENGINEER

GUIDE ENGINEERING

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Approval of the Environmental Document and Selection of the Preferred Design Alternative for Rocklin Road and Interstate 80 Interchange Project

Date: November 14, 2023

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager
Hunter Young, Deputy Director of Community Development/City Engineer

Department: Public Services

Recommendation:
A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Mitigated Negative Declaration of Environmental Impacts and a Mitigation Monitoring Program - Rocklin Road and Interstate 80 Interchange Project.

B. Adopt a Resolution of the City Council of the City of Rocklin Approving Alternative 1 – A Diverging Diamond Interchange Configuration with Bicycle and Pedestrian Use Provided by a Dedicated Overcrossing of Interstate 80 – Rocklin Road and Interstate 80 Interchange Project.

Background:
As a result of traffic congestion on Rocklin Road at Interstate 80 (I-80), the City has long considered significant roadway improvements to mitigate congestion, including an option identified in 2012 for a roundabout configuration. The roundabout option was later determined to be infeasible due to the modeled gridlock within the corridor when Caltrans ramp metering was activated at a yet-to-be determined point in time.

After eliminating the roundabout option, in 2020 the project design team investigated a Diverging Diamond Interchange (DDI) configuration, and determined it to adequately accommodate future ramp metering needs. Furthermore, the design team modeled this roadway configuration and verified it can accommodate high volumes of traffic during peak periods while retaining the existing 5-lane Rocklin Road underpass. The proposed DDI configuration avoids significant reconstruction of the underpass resulting in an economically feasible upgrade to the interchange.

On July 27, 2021, the City Council adopted Resolution No. 2021-127, awarding a design contract to complete the Project Approval and Environmental Document (PA&ED) phase fulfilling California Environmental Quality Act (CEQA) and National Environmental Policy Act

(NEPA) requirements.

As part of this environmental review process, the project design team considered several design options, all of which included benefits and impacts to pedestrian and bicycle accessible paths of travel through the project site. Following extensive community outreach and public engagement, these options were narrowed down to two alternatives to complement the DDI as follows:

- Alternative 1: A pedestrian and bicycle overcrossing (e.g. bridge) above I-80 (Attachment 3); and

- Alternative 2: A pedestrian and bicycle undercrossing passing below I-80 and contiguous with the existing roadway (Attachment 4).

After two years of public outreach, review of various design options, and extensive study by the project design team, including assistance from Caltrans, staff are prepared to complete the environmental process and recommend the City Council adopt a Resolution (Attachment 1) to approve the Mitigated Negative Declaration (IS/MND). On September 7, 2023, a Public Notice of Availability (NOA) for the Rocklin Road and Interstate 80 Interchange Project Initial Study with the proposed IS/MND was published in the Placer Herald. A copy of the IS/MND was made available to the public at the Rocklin Public Library, electronically on the City's website, and also included in the City's September 2023 newsletter.

While the public and community stakeholders were previously provided numerous opportunities to provide input into the project and the proposed solutions for vehicular, pedestrian, and bicycle connectivity throughout the project corridor, the formal 30-day public comment period associated with the IS/MND commenced on September 7, 2023, and ended on October 9, 2023. Notification emails were also provided directly to stakeholders on September 7, 2023. Stakeholders receiving email notification included members of the City's email distribution list, all adjacent landowners, nearby residents, and nearby businesses within the project vicinity.

A Notice of Completion was published by the State Clearinghouse on September 7, 2023. The Project was assigned State Clearinghouse #2023090090. The State Clearinghouse distributed copies of the IS/MND to State agencies for comments.

During the 30-day comment period, the City received eight comment submittals (Attachment 3), two of which were considered applicable to the CEQA analysis. The majority of comments received were in support of the project and indicated preference for Alternative 1, a diverging diamond interchange configuration with bicycle and pedestrian use provided by a bridge overcrossing of I-80.

Of the two applicable comments to the CEQA analysis, one commenter expressed concern with the level of CEQA documentation. The other applicable CEQA comment was from the Central Valley Regional Water Quality Control Board, which included information on regulatory setting and permit requirements for projects within their jurisdiction. Neither of the CEQA comments provided substantive information warranting any changes to the IS/MND.

Once the review period officially closed, the Caltrans Project Delivery Team (PDT) reviewed the comments received from the public along with input provided from the various Caltrans

disciplines/divisions. The PDT ultimately recommended Alternative 1 by a vote of 9-6. It should be noted that the PDT acknowledged that both alternatives provided ADA compliant solutions compared to the existing non-ADA compliant undercrossing. The PDT discussed concerns related to the length of the path of travel associated with Alternative 1, which is approximately 1,700 feet longer than Alternative 2. The PDT also considered the estimated cost differences between the two solutions, recognizing that Alternative 1 is the most cost-effective solution. Lastly, the PDT acknowledged the additional risks associated with constructing Alternative 2 as this impacts the existing I-80 undercrossing.

Having thoroughly studied the environmental document, proposed design alternatives, and associated costs, staff recommend that the City Council take the following actions:

- Approve the Rocklin Road and Interstate 80 Interchange Project Initial Study/Mitigated Negative Declaration with the required mitigation measures.

- Select Alternative 1 (pedestrian and bicycle bridge overcrossing) as the City's preferred design alternative and direct staff to negotiate a scope and fee with the design team to prepare Alternative 1 construction documents consistent with Caltrans and City standards. Staff will return before the City Council in the near future to amend the design team's contract to incorporate design, right of way, and utility coordination services.

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

ATTACHMENTS:
1. Resolution A - CEQA DDI & IS/MND
2. Resolution B - Approving Alternative 1
3. Alternative 1
4. Alternative 2
5. Public Comments

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROCKLIN APPROVING A MITIGATED NEGATIVE
DECLARATION OF ENVIRONMENTAL IMPACTS AND A MITIGATION MONITORING PROGRAM
Rocklin Road and Interstate 80 Interchange Project

WHEREAS, the City of Rocklin's Environmental Coordinator oversaw the consultant preparation of an Initial Study on the Rocklin Road and Interstate 80 Interchange project (the "Project") which identified potentially significant effects of the Project; and

WHEREAS, revisions to the Project, were made or agreed to by the applicant before the mitigated negative declaration was released for public review, were determined by the environmental coordinator to avoid or reduce the potentially significant effects to a level that is clearly less than significant and that there was, therefore, no substantial evidence that the Project, as revised, would have a significant effect on the environment; and

WHEREAS, the Initial Study and mitigated negative declaration of environmental impacts were then prepared, properly noticed, and circulated for public review.

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

Section 1. Based on the Initial Study, the revisions incorporated into the Project, the required mitigation measures, and information received during the public review process, the City Council of the City of Rocklin finds that there is no substantial evidence that the Project, as revised, may have a significant effect on the environment.

Section 2. The mitigated negative declaration reflects the independent judgment of the City Council.

Section 3. All feasible mitigation measures identified in the City of Rocklin General Plan Environmental Impact Reports which are applicable to this Project have been adopted and undertaken by the City of Rocklin and all other public agencies with authority to mitigate the project impacts or will be undertaken as required by this project.

Section 4. The statements of overriding considerations adopted by the City Council when approving the City of Rocklin General Plan Update are hereby readopted for the purposes of this mitigated negative declaration and the significant identified impacts of this project related to aesthetics, air quality, traffic circulation, noise, cultural and paleontological resources, biological resources, and climate change and greenhouse gases.

Section 5. A Mitigated Negative Declaration of environmental impacts and Mitigation Monitoring Program prepared in connection with the Project, attached hereto and incorporated by this reference, are approved for the Project.

Section 6. The Project Initial Study is attached as Attachment 1 and is incorporated by reference. All other documents, studies, and other materials that constitute the record of proceedings upon which the Planning Commission has based its decision are located in the office of the Rocklin Community Development Director, 3970 Rocklin Road, Rocklin, California 95677. The custodian of these documents and other materials is the City of Rocklin Community Development Director.

Section 7. Upon approval of the Project by the City Council, the City of Rocklin's environmental coordinator shall file a Notice of Determination 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 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

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

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

DRAFT MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
Rocklin Road and Interstate 80 Interchange Project

Project Name and Description

The City of Rocklin, in cooperation with the California Department of Transportation (Caltrans), proposes to modify the Rocklin Road and Interstate 80 (I-80) Interchange from the existing standard diamond-type interchange to a diverging diamond interchange configuration and create a dedicated crossing for pedestrians and bicyclists. The project includes two design options: Option 1, a diverging diamond interchange configuration, with bicycle and pedestrian use provided by a dedicated pedestrian/bicycle overcrossing, and Option 2, a diverging diamond interchange, with bicycle and pedestrian use provided by a dedicated pedestrian/bicycle undercrossing. For more detail, please refer to the Project Description set forth in Section 3 of the Initial Study.

Project Location

The project is in the City of Rocklin at the Rocklin Road/I-80 Interchange. The total length of the project along Rocklin Road is approximately 7,900 feet; including painted bike lanes on Rocklin Road from 5th Street to El Don Drive, 1,300 feet on Meyers Street, and 1,200 feet on 5th Street, both from Rocklin Road to the north. The project includes 7,500 feet of I-80 to provide on-ramp acceleration and off-ramp deceleration east and west of Rocklin Road. The project is located within City of Rocklin and Caltrans public right-of-way. Additional right-of-way would be required, mostly small slivers from the edges of several properties but up to one full acquisition of vacant, commercial property under Option 1.

Basis for Mitigated Negative Declaration Determination

The City of Rocklin finds that the proposed project could have a significant effect on the environment. However, the project will avoid these effects or mitigate these effects to a point where clearly no significant effect will occur. Therefore, a MITIGATED NEGATIVE DECLARATION has been prepared. The Initial Study supporting the finding stated above and describing the mitigation measures including in the project is incorporated herein by reference. This determination is based upon the criteria of the Guidelines of the State Secretary of Resources Section 15064 – Determining the Significance of the Environmental Effects Caused by a Project, Section 15065 – Mandatory Findings of Significance, and 15070 – Decision to Prepare a Negative Declaration or Mitigated Negative Declaration, and the mitigation measures described in the Mitigation Monitoring and Reporting Program for this project.

Date Circulated for Review: ___September 7, 2023_____

Date Adopted: _____

Signature: _____

David Mohlenbrok, Community Development Director

ATTACHMENT 1

Jacobs

Rocklin Road and Interstate 80 Interchange Project

Initial Study and Environmental Checklist

August 2023

City of Rocklin



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Acronyms and Abbreviations

2020 MTP/SCS	2020 Metropolitan Transportation Plan/Sustainable Communities Strategy
AB	Assembly Bill
APE	area of potential effects
ASR	Archaeological Survey
BMP	best management practice
BSA	biological study area
Caltrans	California Department of Transportation
CARB	California Air Resource Board
CCV	California Central Valley
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CFGC	California Fish and Game Code
CFR	*Code of Federal Regulations*
CNDDB	California Natural Diversity Database
CO	carbon monoxide
DDI	diverging diamond interchange
ESA	environmentally sensitive area
GHG	greenhouse gas
HPSR	Historic Property Survey Report
Interstate 80	I-80
ISA	Initial Site Assessment
MBTA	Migratory Bird Treaty Act
MSAT	mobile source air toxics
$MTCO_2e/yr$	metric tons of carbon dioxide equivalent per year
NOAA	National Oceanic and Atmospheric Administration
NO_x	nitrogen oxides
PA	*First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act*
PCAPCD	Placer County Air Pollution Control District
PCB	polychlorinated biphenyl
PCTPA	Placer County Transportation Planning Agency

PM	post mile
PM_{10}	particulate matter less than 10 microns in diameter
$PM_{2.5}$	particulate matter less than 2.5 microns in diameter
RCEM	Road Construction Emissions Model
ROG	reactive organic gas
SACOG	Sacramento Area Council of Governments
SO_2	sulfur dioxide
SR	State Route
SWPPP	Stormwater Pollution Prevention Plan
TMDL	total maximum daily load
TMP	Traffic Management Plan
UAIC	United Auburn Indian Community
VMT	vehicle miles traveled
VOC	volatile organic compound

1. Introduction

The City of Rocklin is the California Environmental Quality Act (CEQA) lead agency and sponsor for the proposed Rocklin Road and Interstate 80 (I-80) Interchange Project in Placer County, California. The project is located at Rocklin Road and the I-80 Interchange from post mile (PM) 4.1 to PM 7.5 (Figure 1).

1.1 Purpose of an Initial Study

CEQA was enacted in 1970 for the purpose of providing decision makers and the public with information regarding environmental effects of proposed projects, identifying means of avoiding environmental damage, and disclosing to the public the reasons behind a project's approval even if it leads to environmental damage. The City of Rocklin has determined the proposed project is subject to CEQA, and no exemptions apply. Therefore, preparation of an initial study is required.

An initial study is a preliminary analysis conducted by the lead agency, in consultation with other agencies (responsible or trustee agencies, as applicable), to determine whether there is substantial evidence that a project may have a significant effect on the environment. If the initial study concludes that the project, with mitigation, may have a significant effect on the environment, an environmental impact report should be prepared; otherwise the lead agency may adopt a negative declaration or mitigated negative declaration.

This Initial Study has been prepared in accordance with CEQA (Public Resources Code section 21000 et seq.) and State CEQA Guidelines (Title 14, *California Code of Regulations*, section 15000 et seq.).

1.2 Document Format

This Initial Study is organized into five sections as follows:

Section 1, Introduction: provides an overview of the project and the CEQA environmental documentation process.

Section 2, Summary Information and Determination: provides project summary information, listing of environmental factors potentially affected, and lead agency determination.

Section 3, Project Description: provides the project objective, a description of the project and design options, construction methods, and permits and approvals needed.

Section 4, Evaluation of Environmental Impacts: provides a detailed discussion of the environmental factors that would be potentially affected by this project as indicated by the screening from the CEQA Guidelines Appendix G checklist.

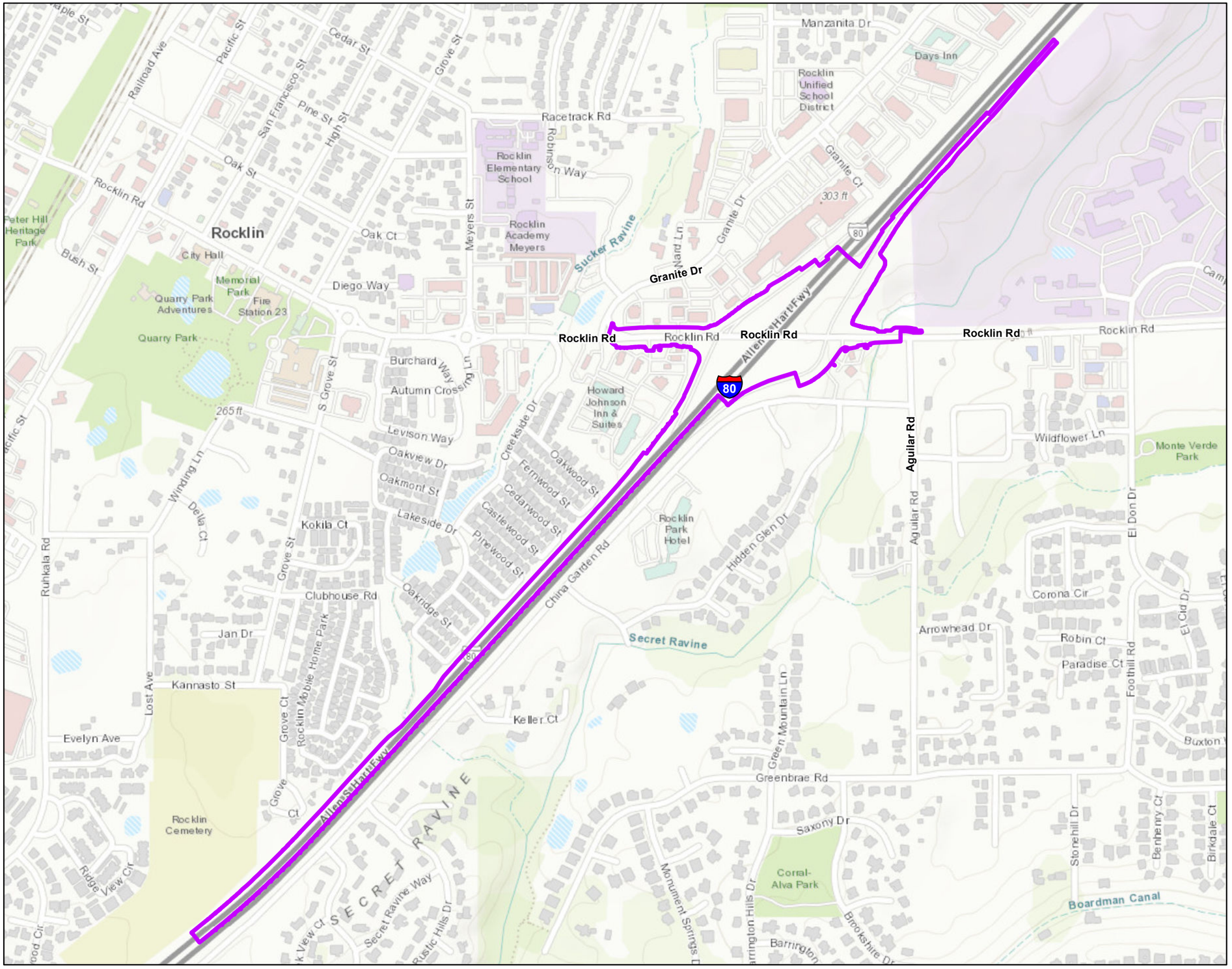
Section 5, References: provides a list of reference materials used during the preparation of this Initial Study.

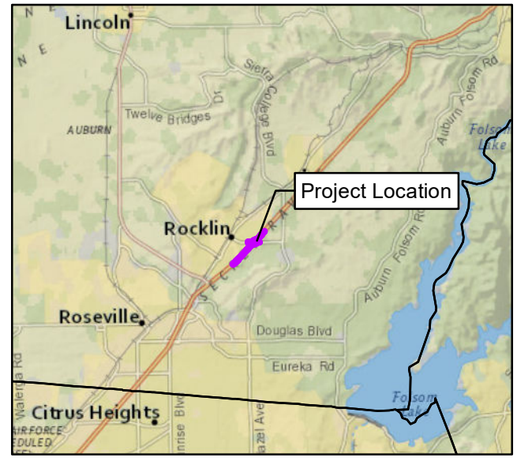
1.3 CEQA Process

To begin the CEQA process, the lead agency identifies a proposed project. The lead agency then prepares an initial study to identify the preliminary environmental impacts of the proposed project. This document has been prepared in accordance with CEQA provisions to analyze the possible environmental impacts of the project so that the public and the City of Rocklin City Council can take these impacts into account when considering action on the proposed project.

During the project approval process, persons and/or agencies may address either the Environmental Services staff or the City Council regarding the project. Public notification of agenda items for the City Council is posted 72 hours prior to the public meeting. The Council agenda can be obtained by contacting the Office of the City Clerk at City Hall, 3970 Rocklin Road, Rocklin, CA 95667 or via the internet at http://www.rocklin.ca.us.

Within 5 days of project approval, the City of Rocklin will file a Notice of Determination with the County Clerk. The Notice of Determination will be posted by the County Clerk within 24 hours of receipt. This begins a 30-day statute of limitations on legal challenges to the approval under CEQA. The ability to challenge the approval in court may be limited to those persons who objected to the approval of the project, and to issues that were presented to the lead agency by any person, either orally or in writing, during the public comment period.





Legend

Project Area

0 200 400
Feet

Figure 1
Project Location
Rocklin Road and
Interstate 80 Interchange Project
Rocklin, California

\\DC1VS01\GISPROJ\R\ROCKLINCITYOF\ROCKLINRD_I80\MAPFILES\REPORT\2022\CEQA\FIG1_PROJECT_LOCATION.MXD- Date: 12/6/2022

Jacobs

2. Initial Study Summary and Determination

2.1 Summary Information

Project Title:
Rocklin Road and Interstate 80 Interchange Project

Lead Agency Name and Address:
City of Rocklin
4081 Alvis Court
Rocklin, CA 95677

Contact Person and Phone Number:
Matt McClure, Public Services Manager
(916) 625-5277

Project Location:
The project is in the City of Rocklin at the Rocklin Road/I-80 Interchange from PM 4.1 to PM 7.5, Placer County, California.

General Plan Designation:
Public right-of-way within project footprint. Project is adjacent to areas designated Recreation/Conservation and Retail Commercial.

Zoning:
Public right-of-way within project footprint. Project is adjacent to areas designated Recreation/Conservation and Retail Commercial.

Project Description:
The project would convert the existing Rocklin Road/I-80 conventional diamond interchange into a diverging diamond interchange. The project includes two design options: Option 1, bicycle and pedestrian use provided by a dedicated overcrossing; and Option 2, bicycle and pedestrian use provided by a dedicated undercrossing.

Surrounding Land Uses and Setting:
The regional setting west of I-80 is characterized by developed commercial and landscaped areas. The area east of I-80 is characterized by developed commercial, oak woodland, and a small area of riparian habitat around Secret Ravine. The project footprint is located within City of Rocklin and California Department of Transportation (Caltrans) public right-of-way, with adjacent private commercial property and public lands, including Sierra College.

Other Public Agencies Whose Approval May Be Required:
Caltrans

2.2 Environmental Factors Potentially Affected

Those factors checked below involve impacts that are "Potentially Significant":

	Aesthetics		Agriculture and Forest Resources		Air Quality
	Biological Resources		Cultural Resources		Energy
	Geology/Soils		Greenhouse Gas Emissions		Hazards and Hazardous Materials
	Hydrology/Water Quality		Land Use/Planning		Mineral Resources
	Noise		Population/Housing		Public Services
	Recreation		Transportation/Traffic		Tribal Cultural Resources
	Utilities/Service Systems		Wildfire		Mandatory Findings of Significance

2.3 Determination

On the basis of this initial evaluation:

	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
X	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature: David Mohlenbrok	**Date:** 8/31/23
Printed Name: David Mohlenbrok	**For:** City of Rocklin

3. Project Description

3.1 Introduction

This section describes the project and the two options developed to meet the project objectives, while avoiding or minimizing environmental impacts. The project would convert the existing Rocklin Road/I-80 conventional diamond interchange into a diverging diamond interchange (DDI).
The project includes two design options: Option 1, bicycle and pedestrian use provided by a dedicated overcrossing; and Option 2, bicycle and pedestrian use provided by a dedicated undercrossing. The configurations for each of the options are shown on Figures 2 and 3.

The project is within the City of Rocklin at the Rocklin Road/I-80 Interchange, which is a standard diamond-type interchange. The total length of the project along I-80 is approximately 7,500 feet.
The project includes the addition of a turn lane on the eastbound off-ramp, installation of ramp meters to the eastbound and westbound on-ramps, addition of a 2,450-foot acceleration lane to the westbound on-ramp, and the addition of a 300-foot acceleration lane to the eastbound on-ramp. The total length of the project along Rocklin Road is approximately 7,900 feet, including painted bike lanes on Rocklin Road from 5th Street to El Don Drive, 1,300 feet on Meyer Street, and 1,200 feet on 5th Street, both from Rocklin Road to the north. Throughout this stretch, Rocklin Road is a four-lane arterial road.

On the south side of Rocklin Road, there exists a narrow (4.5-foot) sidewalk, and bicyclists must either share the vehicle lane or use the sidewalk. There are no existing pedestrian or bicycle features on the north side of Rocklin Road.

3.2 Project Objectives

The objectives of this project are to improve pedestrian and bicycle access through the interchange, increase movement of people and goods, and enhance safety. Currently, the existing roadway provides a narrow (4.5-foot-wide) sidewalk on the south side of Rocklin Road through the undercrossing. There is no pedestrian access on the north side of the road, and no separate or delineated bicycle lanes or other off-road provision for bicyclists exists through the undercrossing. Additionally, current traffic volumes, including traffic associated with Sierra College, and morning and afternoon peak commuting hours result in operational issues along Rocklin Road. Sierra College is a community college with several locations including a campus center in Rocklin that is approximately 600 feet east of the eastern end of the project site. The Rocklin Campus spans 311 acres and enrolls approximately 14,000 students (2020–2021).

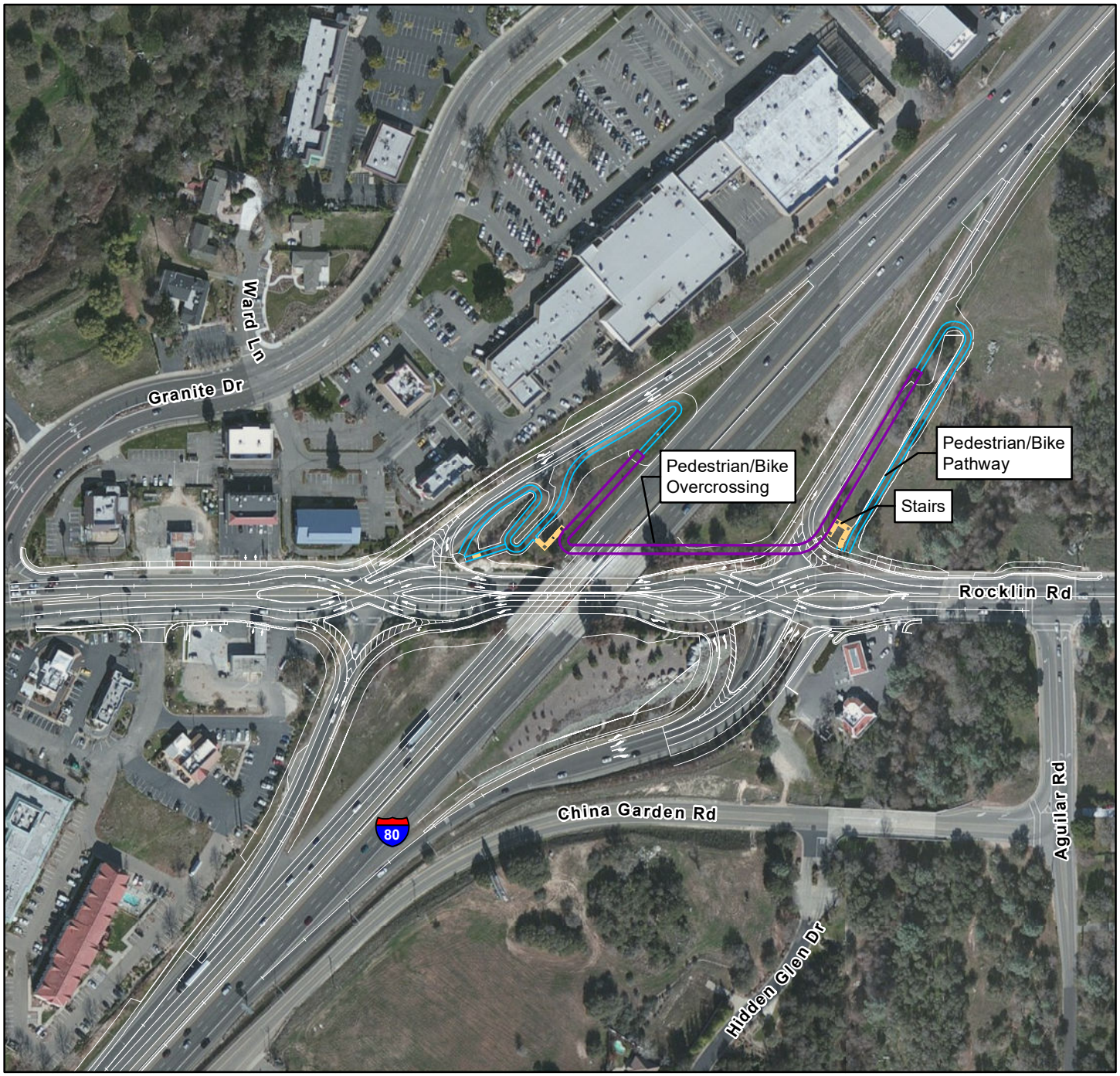
Therefore, a pedestrian and bicycle overcrossing or undercrossing needs to be constructed to ensure the safety and improve crossing of I-80, and the interchange needs to be modified to provide operational improvements that would increase movement of people and goods and enhance safety for all modes of travel.

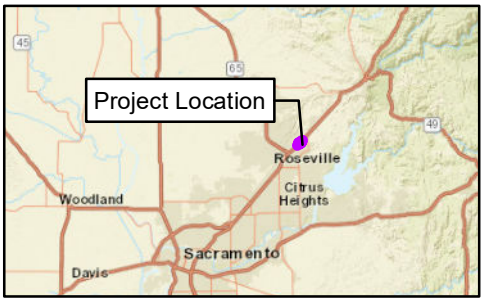
3.3 Project Description and Design Options

The project consists of the following two design options:

- Option 1. A DDI configuration with bicycle and pedestrian use provided by a dedicated *overcrossing*.
- Option 2. A DDI (same as Option 1) with bicycle and pedestrian use provided by a dedicated *undercrossing*.

Both Options 1 and 2 would meet the project objectives, are technically feasible, and would not have significant environmental impacts. At this time, a preferred option has not been selected.





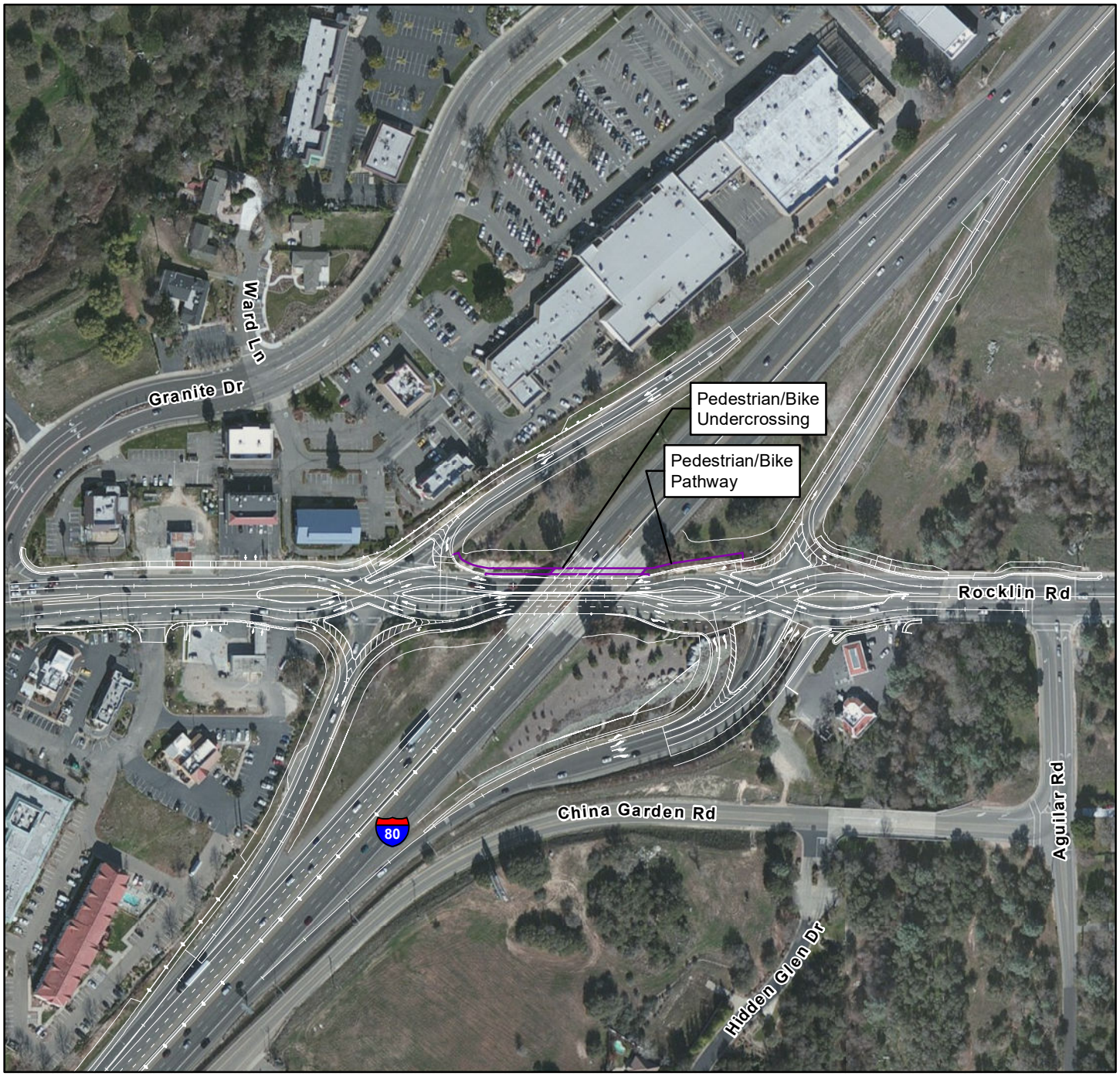
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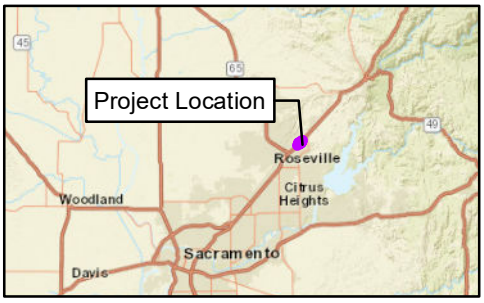
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Figure 2
Option 1 - Diverging Diamond Interchange with Overcrossing
Rocklin Road and Interstate 80 Interchange Project
Rocklin, California

\\DC1VS01\GISPROJ\R\ROCKLINCITYOF\ROCKLINRD_I80\MAPFILES\REPORT\2022\CEQA\FIG2_OPTION1_OVERCROSSING.MXD- Date: 12/6/2022

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Feet

Figure 3
Option 2 - Diverging Diamond Interchange with Undercrossing
Rocklin Road and Interstate 80 Interchange Project
Rocklin, California

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\\DC1VS01\GISPROJ\R\ROCKLINCITYOF\ROCKLINRD_I80\MAPFILES\REPORT\2022\CEQA\FIG3_OPTION2_UNDERCROSSING.MXD- Date: 12/5/2022

3.3.1 Diverging Diamond Interchange

Both Options 1 and 2 would convert the existing conventional diamond interchange into a DDI. This would be the first DDI in the 11 counties of Caltrans District 3; however, a DDI is currently open to traffic at the SR 120/Union Road interchange in Manteca, California, and in several states outside of California. The Federal Highway Administration has conducted studies on DDIs with the following results (https://safety.fhwa.dot.gov/intersection/crossover/fhwasa14039.pdf):

- A potential conflict exists each time a vehicle, pedestrian, or bicycle crosses or turns across the path of another direction of traffic. Compared to a conventional diamond interchange, the DDI reduces vehicle-to-vehicle conflict points by nearly 50 percent and eliminates many of the most severe crash types. An evaluation of the Springfield, Missouri, DDI compared crashes from the first year after construction to the 5-year average before the DDI and found the following:
  - Left-turn crashes were totally eliminated
  - Right-angle crashes were reduced 72 percent
  - Rear-end crashes were reduced 29 percent
  - Total crashes were reduced 46 percent

Figures 2 and 3 show the interchange configuration for vehicle traffic, illustrating how the diverging diamond concept would function in terms of vehicle flow. This configuration would be the same under both Options 1 and 2.

In addition to the traffic flow/lane configuration features shown on Figures 2 and 3, Options 1 and 2 also share the following common features:

- Acquisition of additional right-of-way. West of the interchange, Rocklin Road would be slightly widened to the south, requiring small "slivers" of new right-of-way from three commercial properties, totaling 0.22 acre. The right-of-way requirements east of the interchange vary by option.
  - The Option 1 overcrossing would require full acquisition of the 4.02-acre vacant commercial property at the northeast corner of the interchange.
  - Under Option 2, a full acquisition of this property would not be needed – a sliver of land totaling 0.36 acre would be acquired along Rocklin Road.
- Minor utility relocations to accommodate the diverging diamond. Rocklin Road contains many underground utilities, but most utility impacts would be completely avoided.
- Minor reconfiguration of driveway access into and out of the ARCO/AM-PM located at the eastbound offramp.
- Minor sidewalk repairs east of I-80, both on the north and south sides of Rocklin Road.
- Lengthening the I-80 westbound on-ramp by 450 feet and eastbound on-ramp by 900 feet.
- Installation of ramp meters at the two freeway on-ramps.

3.3.2 Pedestrian and Bicycle Crossing Options

Under Option 1, a pedestrian/bicycle overcrossing with ramps would be provided over the existing interchange, just north of Rocklin Road (Figure 2). Under Option 2, a pedestrian/bicycle undercrossing would be provided in a new undercrossing just north of Rocklin Road, abutting the existing overcrossing structure (Figure 3).

Construction of both the Option 1 overcrossing and the Option 2 undercrossing would occur concurrent with the DDI construction.

3.4 Construction Methodology

Construction sequencing and schedule depends on the selected option. For Option 1, construction of the DDI and pedestrian/bicycle overcrossing is expected to require 24 months of work. For Option 2, the DDI and pedestrian/bicycle undercrossing is expected to take 36 months. Although details would vary by option, the general sequence of construction activities is expected to be as follows:

- The pedestrian and bicycle improvements would be constructed first to minimize disruption to vehicle traffic along Rocklin Road. Temporary connections of the new facility to the existing sidewalks would be constructed to accommodate pedestrian and bicycle movements during construction on Rocklin Road.
- Traffic shifts on I-80 would be implemented dependent on the preferred option.
  - Option 1 Overcrossing. Short-term and long-term lane closures and nighttime freeway closures are anticipated to implement the traffic shifts.
  - Option 2 Undercrossing. Short-term and long-term lane closures are anticipated to implement the traffic shifts.
- Rocklin Road would be partially closed within the I-80 undercrossing area for the duration of construction, with exact lane restrictions and detours to be determined based on the preferred option.
  - Option 1 Overcrossing. Under Option 1, no long-term closures are anticipated.
  - Option 2 Undercrossing. Under Option 2, long-term lane closures along Rocklin Road would be required for pedestrian and bicycle undercrossing construction.
- Widening of Rocklin Road and realigned ramp terminals would be constructed prior to the median and splitter islands.
- Freeway ramps would remain open as much as possible, but access may be restricted, with detours in place during extended periods when the lanes are being reconfigured.
- Roadway improvements include demolition of the existing pavement down to the sub-grade level, demolition of adjacent features including sidewalks and landscape features not compatible with the design, minor regrading of the subsurface, laying new asphalt, and restriping to meet the configuration shown on Figures 2 and 3.
- Staging of construction equipment and materials would occur in the interchange infield areas that are not being affected by the construction.

During construction, standard construction equipment would be used, such as graders, backhoes, and pavers. Construction of the pedestrian overcrossing or undercrossing may require additional, specialized equipment; but no disruptive methods such as blasting or pile driving are expected to be used.

3.5 Permits and Approvals Needed

The project would require encroachment permits from both Caltrans and the City of Rocklin. No other permits are anticipated.

4. Evaluation of Environmental Impacts

4.1 Evaluation of Environmental Checklist

1) A brief explanation is provided for all answers except "No Impact" answers that are adequately supported by the information sources cited in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer is explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2) All answers take account of the whole action involved, including off-site as well as on-site elements, cumulative as well as project-level impacts, indirect as well as direct impacts, and construction as well as operational impacts.
3) If a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant.
4) Answers of "Less than Significant with Mitigation Incorporated" describe the mitigation measures agreed to by the applicant and briefly explain how they reduce the effect to a less than significant level. Mitigation measures and supporting explanation from earlier EIRs or Negative Declaration may be cross-referenced and incorporated by reference.
5) Earlier analyses may be used where an effect has been adequately analyzed in an earlier EIR or negative declaration, and the City of Rocklin intends to use tiering. All prior EIRs and Negative Declarations and certifying resolutions are available for review at the Rocklin Economic and Community Development Department. In this case, a brief discussion will identify the following:
    a) Which effects are within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and whether such effects are addressed by mitigation measures based on the earlier analysis; and
    b) For effects that are "Less than Significant with Mitigation Measures Incorporated," the mitigation measures which are incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

4.2 Environmental Checklist

4.2.1 Aesthetics

Would the project:

Question	CEQA Determination
a) Have a substantial adverse effect on a scenic vista?	No Impact
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	No Impact
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	Less than Significant Impact
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	Less than Significant Impact

CEQA Significance Determinations for Aesthetics

A visual impact assessment memorandum was completed for the project (Jacobs 2022a). I-80, Rocklin Road, and the roads adjacent to the project area are not designated as scenic or historic byways, nor do they travel through any historic districts. The assessment indicated that the project, with either Option 1 or Option 2, would not adversely affect any "Designated Scenic Resource" as defined by the CEQA statutes or guidelines, or by Caltrans policy.

The project would convert the existing conventional diamond interchange at Rocklin Road and I-80 into a DDI. The project includes two design options: Option 1, bicycle and pedestrian use provided by a dedicated overcrossing; and Option 2, bicycle and pedestrian use provided by a dedicated undercrossing. The project would also include minor elements such as lighting, signage, on-ramp meters, and driveway reconfiguration at adjacent properties. Expansion of the interchange would require vegetation and tree removal in the landscaped interchange quadrants.

Option 1 would include an approximate 29-foot-high pedestrian/bicycle overcrossing of I-80, additional lighting, more pavement and grading, and vegetation loss (greater than under Option 2). Additionally, Option 1 would occupy larger areas of the viewshed and would be more visible to commercial or retail neighbors and travelers along I-80 and Rocklin Road compared to Option 2. However, Option 2 would also introduce noticeable changes such as a larger interchange and loss of vegetation.

a, b) No Impact

The project would not have a substantial, adverse effect on scenic vistas or damage scenic resources because the project is not on, or adjacent to, an officially designated State Scenic Highway, according to the Caltrans California Scenic Highway Mapping System. State Route (SR) 49 is the nearest scenic highway, but it is 10.5 miles northeast of the project site (Caltrans 2018). The City of Rocklin has not identified or designated any scenic vistas within the city limits. Additionally, the project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway. Therefore, there would be no impact.

c) Less than Significant Impact

During construction, the appearance of construction equipment and staging areas on I-80 would be temporary and not out of character for a transportation corridor. During operation, the project would create a noticeable change in the physical characteristics of the existing environment through the proposed pedestrian/bicycle overcrossing as described in Option 1 only, the larger interchange, and the loss of vegetation. Short-distance views of the project would likely only be available to travelers (i.e., motorists, bicyclists, and pedestrians) on I-80 and Rocklin Road, and to some commercial and retail neighbors, due to terrain and existing vegetative cover. Visual changes would be noticeable; however, the project elements would be visually consistent with the character of the corridor. Under Option 1, the elevation and profile of the proposed pedestrian/bicycle overcrossing would not overwhelm the scale of I-80 and would not change the existing suburban setting. The project is located in an urbanized area and would not conflict with zoning and other regulations governing scenic quality in the area; therefore, the impact would be less than significant.

d) Less than Significant Impact

The project corridor currently contains roadway lighting and light from adjacent businesses. In addition, mobile nighttime light is primarily from headlights of motor vehicles. The project would result in new roadway lighting and security lighting installed under Option 1 or Option 2 for new pedestrian/bicycle overcrossing or undercrossing facilities. Installation of new lighting would comply with Caltrans lighting design standards and City of Rocklin policies to reduce substantial light or glare with the potential to adversely affect day or nighttime views in the area.

Construction lighting would be limited to the area of work, and light trespass would be avoided with the use of directional lighting, shielding, and other standard measures as needed. Because the project area is within a transportation corridor with no sensitive receptors, potential impacts from light and glare would be less than significant.

4.2.2 Agriculture and Forest Resources

Would the project:

Question	CEQA Determination
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	No Impact
d) Result in the loss of forest land or conversion of forest land to non-forest use?	No Impact
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	No Impact

CEQA Significance Determinations for Agriculture and Forest Resources

a, b, c, d, e) No Impact

The project area is designated by the Farmland Mapping and Monitoring Program as urban and built-up, and grazing land (California Department of Conservation 2018). The project would not convert prime farmland, unique farmland, or farmland of statewide importance to non-agricultural use because no such farmlands are within the project limits. The California Timberland Productivity Act discourages premature or unnecessary conversion of timberland to urban and other uses and discourages expansion of urban services into timberland (California Department of Tax and Fee Administration 2022). The California Timberland Productivity Act does not apply because there are no forest resources or timberlands in the project vicinity or at the project site.

Furthermore, no portion of the project area is zoned agricultural, forest land or timberland, nor is it under a Williamson Act contract. Therefore, there would be no impact to or conflict with any agricultural, forest land or timberland, or Williamson Act land resources.

4.2.3 Air Quality

Would the project:

Question	CEQA Determination
a) Conflict with or obstruct implementation of the applicable air quality plan?	Less than Significant Impact
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Less than Significant Impact
c) Expose sensitive receptors to substantial pollutant concentrations?	Less than Significant Impact
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Less than Significant Impact

CEQA Significance Determinations for Air Quality

The project is located in Placer County in the Sacramento Valley Air Basin under jurisdiction of Placer County Air Pollution Control District (PCAPCD) and Placer County Transportation Planning Agency (PCTPA). However, the Sacramento Area Council of Governments (SACOG) is the designated metropolitan planning agency for the Sacramento region and is responsible for all regional transportation planning activities in Placer County. The study areas is currently designated as nonattainment for ozone (federal and State standards), PM_{10} (State standard), and $PM_{2.5}$ (federal standard).

a) Less than Significant Impact

Temporary construction emissions and construction-related activities would comply with federal, State, and local regulations and policies. The project is included in PCTPA's *Final 2040 Regional Transportation Plan* and SACOG's *2020 Metropolitan Transportation Plan/Sustainable Communities Strategy* (2020 MTP/SCS). The project is also included in SACOG's *2023-26 Metropolitan Transportation Improvement Program* (2023-26 MTIP), Amendment #2 to the 2020 MTP/SCS and the accompanying Air Quality Conformity Analysis. The project would not interfere with timely implementation of transportation control measures identified in the applicable State Implementation Plan and regional conformity analysis. Although construction-related activities would result in emissions, these activities would be temporary, and the project would not conflict with the region's air quality plan. Therefore, the impact would be less than significant.

b) Less than Significant Impact

Construction-generated air pollutants include emissions resulting from material processing by onsite construction equipment, workers commuting to and from the project, and traffic delays due to construction. The emissions would be produced at different rates throughout the project depending on the construction-related activities occurring in the phases of construction. Construction-generated air pollutants are expected to be temporary and short term. Emissions from construction equipment powered by gasoline and diesel engines are also anticipated and would include carbon monoxide (CO), nitrogen oxides (NO_x), volatile organic compounds (VOCs), and directly emitted PM_{10} and $PM_{2.5}$. Construction emissions were evaluated using the Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model (RCEM, Version 9.0.0). Construction emissions were estimated for each of the three activities of constructing the lane extensions, intersection/interchange,

and bridge widening. Construction emissions from the three activities were then combined as follows to estimate the emissions from each of the design options:

- Option 1 (Overcrossing) Emissions
- Option 2 (Undercrossing) Emissions

The RCEM estimates emissions from four roadway construction phases: grubbing/land clearing, grading/excavation, drainage/utilities/subgrade, and paving. Project construction information was provided by the engineering design team.

Construction-related emissions for the proposed project are presented in Table 1. Options 1 and 2 would have similar construction emissions. However, Option 2 would have higher overall emissions due the longer construction schedule compared to Option 1.

Table 1. Construction-related Emissions

Option	ROG (lb/day)	CO (lb/day)	NO_x (lb/day)	PM_{10} (lb/day)	$PM_{2.5}$ (lb/day)	SO_2 (lb/day)
Option 1	0.48	5.93	4.94	9.01	2.01	0.02
Option 2	0.98	10.95	9.63	9.20	2.18	0.03
PCAPCD CEQA Thresholds	82	None	82	82	None	None

Source: PCAPCD 2017

Notes:

lb/day = pound(s) per day
ROG = reactive organic gas
SO2 = sulfur dioxide

Based on the modeling conducted, short-term construction emissions would not exceed PCAPCD's applicable thresholds of significance for ROG, NO_x, or PM_{10} emissions. PCAPCD does not have significance thresholds for CO, $PM_{2.5}$, and SO_2. As a result, construction impacts would be less than significant.

The project would comply with State and local air district's regulations to avoid or minimize the construction emissions. Recommended Construction Mitigation Measures as listed in PCAPCD's *2017 CEQA Handbook*, Appendix C (PCAPCD 2017), which apply to all projects, would be implemented to minimize emissions during the construction phase as follows:

- Project construction will comply with the applicable fugitive dust emission control requirements in PCAPCD's Regulation 2, Rule 228, Fugitive Dust.
- Water or a dust palliative will be applied to the site and equipment as often as necessary to control fugitive dust emissions.
- Construction equipment and vehicles will be properly tuned and maintained. All construction equipment will use low-sulfur fuel as required by *California Code of Regulations* Title 17, Section 93114.
- Equipment and materials storage sites will be located as far away from residential and park uses as practicable. Construction areas will be kept clean and orderly.
- Trackout reduction measures, such as gravel pads at project access points to minimize dust and mud deposits on roads affected by construction traffic, will be used.

- All transported loads of soils and wet materials will be covered before transport, or adequate freeboard (space from the top of the material to the top of the truck) will be provided to minimize emission of dust during transportation.
- Dust and mud that are deposited on paved, public roads due to construction activity and traffic will be promptly and regularly removed to reduce particulate matter emissions.
- To the extent feasible, construction traffic will be scheduled and routed to reduce congestion and related air quality impacts caused by idling vehicles along local roads during peak travel times.
- Soil stabilization measures, such as mulch, will be installed or vegetation planted as soon as practicable after grading to reduce windblown particulate matter in the area.

Potential air quality impacts from the operation of the project are primarily associated with the redistribution of vehicles on the new interchange along I-80 and local street improvements made to Rocklin Road. Impacts generated from the redistribution of traffic include incremental changes to vehicle miles traveled (VMT) and average daily traffic. Changes in these traffic patterns along the roadway could potentially change the overall concentrations of pollutant levels from vehicle exhaust emissions throughout the project area. VMT in the study area would be higher in future years due to regional growth. Because the project would not increase highway capacity or induce additional traffic to the study area, VMT with the project would be similar to no-project conditions. The project is anticipated to have long-term benefits to air quality by relieving traffic congestion and reducing travel and idling time, thus benefitting air quality in the study area. Operational emissions generated by the proposed project would not violate or contribute substantially to an existing or projected air quality violation, including the nonattainment status of Placer County for ozone and $PM_{2.5}$.

Overall impacts to air quality from criteria pollutant emissions would be less than significant.

c) Less than Significant Impact

Some exposed population groups—including children, the elderly, and the ill—can be especially vulnerable to airborne chemicals and irritants. Locations that may contain a high concentration of these sensitive population groups include residential areas, hospitals, daycare facilities, elder care facilities, outdoor athletic fields, and elementary schools.

The California Air Resources Board (CARB) *Air Quality and Land Use Handbook: A Community Health Perspective* (2005) recommends avoiding siting new sensitive land uses within 500 feet of a freeway, urban roads with 100,000 vehicles/day, or rural roads with 50,000 vehicles/day. Generally, projects should use the criteria established in CARB's handbook. Any project placing sensitive receptors within 500 feet of a major roadway or freeway may have the potential to expose those receptors to toxic air contaminants.

Although no parks, hospitals, or convalescent homes are located within 500 feet of the project, a community of mobile homes is situated approximately 30 feet from the I-80 westbound travel lanes, south of Rocklin Road and west of I-80. Just east of the I-80 eastbound travel lanes are single-family residences along Hidden Glen Drive, approximately 460 feet to the east of the I-80 eastbound off-ramp. Approximately 600 feet to the east of the I-80 eastbound ramps, along Rocklin Road, are a few single-family residences. Additionally, Sierra College is located to the east of I-80. However, the closest building at Sierra College to the interchange is located over 500 feet away.

As previously discussed, the proposed project would not exceed the PCAPCD thresholds of significance during construction and would likely not cause or contribute to the exposure of sensitive receptors to ground-level concentrations in excess of health-protective levels.

The project would improve traffic operations in a populated area with nearby sensitive receptors. Although the project has a high potential for mobile source air toxics (MSATs) because of the proximity to populated areas, implementation of the project would alleviate local traffic congestion. Also, MSATs would be lower in other locations when traffic shifts away from other sensitive receptors. In the design year under the build alternatives, travel on portions of I-80 decrease, and travel increases on Rocklin Road. The proposed project would decrease congestion on Rocklin Road by improving pedestrian and bicycle access. These improvements would reduce congestion on Rocklin Road and allow drivers to take shorter, more direct routes to their destinations. On a regional basis, U.S. Environmental Protection Agency's vehicle and fuel regulations, coupled with fleet turnover, would over time cause substantial reductions that, in almost all cases, would cause regionwide and corresponding localized MSAT levels to be significantly lower than today. As a result, this impact would be less than significant.

d) Less than Significant Impact

Projects that are often associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The proposed project does not include these elements that are typically associated with odor generation.

During construction, exhaust from equipment and activities associated with the application of pavement, finishes, or paints may produce discernible odors typical of most construction sites. Such odors would be temporary sources of nuisance to adjacent uses and would not affect a substantial number of people. Odors associated with construction would be temporary and intermittent in nature. Therefore, this impact would be less than significant.

4.2.4 Biological Resources

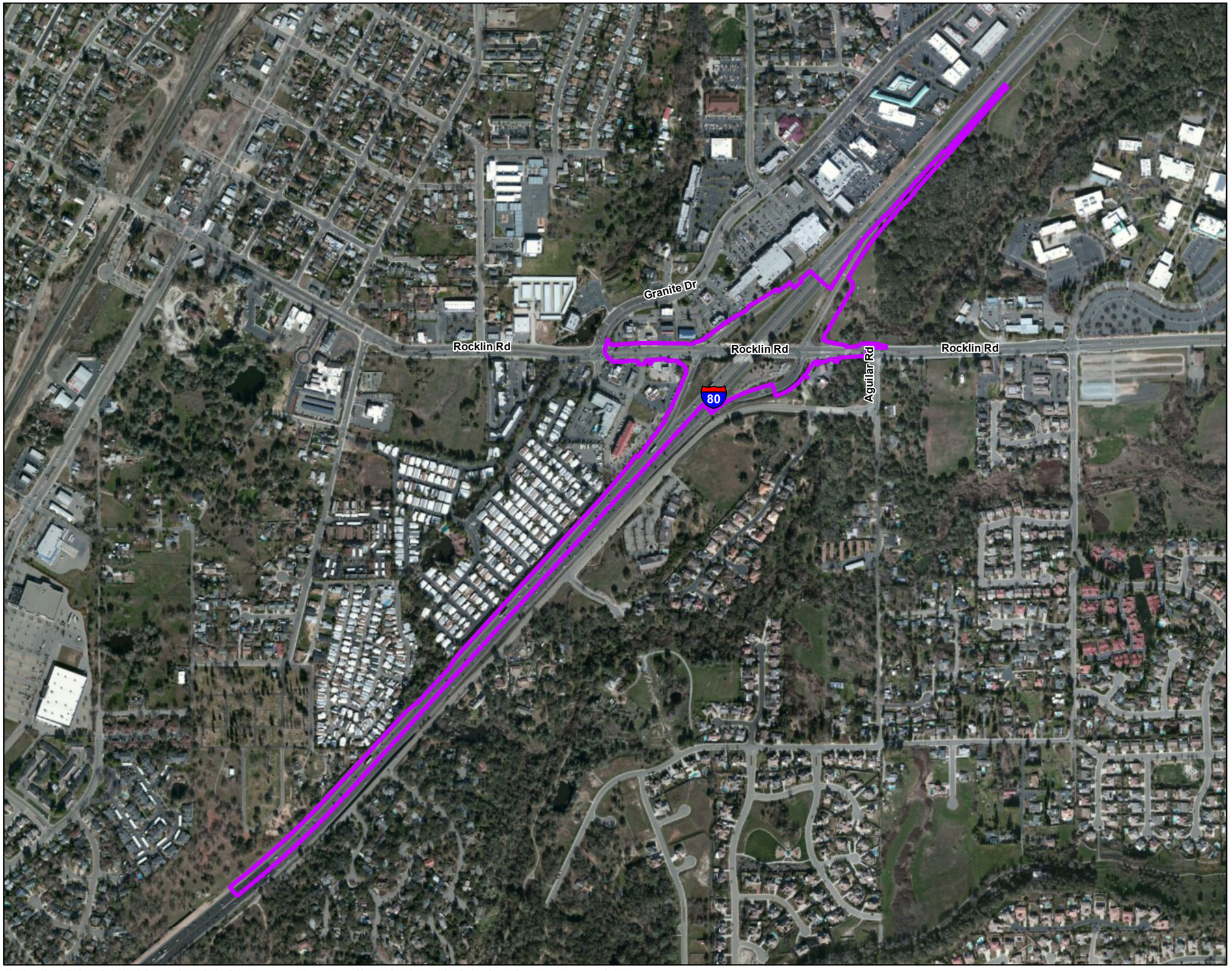
Would the project:

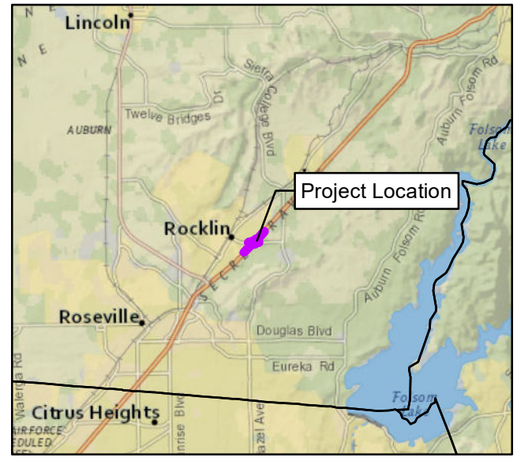
Question	CEQA Determination
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, or NOAA Fisheries?	Less than Significant Impact with Mitigation Incorporated
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Less than Significant Impact
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Less than Significant Impact with Mitigation Incorporated
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Less than Significant Impact
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	No Impact

CEQA Significance Determinations for Biological Resources

A natural environment study was prepared to evaluate the effects of the project on biological resources, including sensitive plant and wildlife species (Jacobs 2022b). This section summarizes the findings of the study.

A biological study area (BSA) of approximately 21.5 acres was identified to encompass the project area. The BSA includes City of Rocklin and Caltrans right-of-way and is surrounded by developed commercial areas along with maintained landscaped areas. The northern portion of the BSA includes oak woodland, and a small portion of the eastern BSA includes riparian habitat and Secret Ravine (Figure 4).





Legend

Biological Study Area

N

0 200 400

Feet

Figure 4
Biological Study Area
Rocklin Road and
Interstate 80 Interchange Project
Rocklin, California

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Jacobs

An unofficial species list was obtained from U.S. Fish and Wildlife Service's Sacramento Fish and Wildlife Office through the Information for Planning and Consultation online system on December 27, 2021 (USFWS 2021). A list of federally endangered and threatened species under the jurisdiction of National Oceanic and Atmospheric Administration (NOAA) Fisheries that may occur within the Secret Ravine U.S. Geological Survey 7.5-minute topographic quadrangle was obtained from NOAA Fisheries on December 29, 2021. These species lists are provided in Appendix A.

The project does not occur within the boundaries of an adopted Habitat Conservation Plan or Natural Community Conservation Plan.

4.2.4.1 Vegetation and Wildlife Communities

A total of five terrestrial land cover types or vegetation community types were characterized in the BSA during the reconnaissance survey (Figure 5). These communities include disturbed/developed habitats, ornamental landscape, blue oak-foothill woodland, remnant blue oak-foothill woodland, and riparian, as discussed further below.

Disturbed/Developed Habitats

Approximately 20.16 acres of the BSA are characterized as disturbed or developed habitats. Areas mapped as developed include paved roads and highways (including existing on-ramps and off-ramps), parking lots, commercial and residential buildings, and other hardscapes such as walkways and bicycle paths. Areas mapped as disturbed include bare ground, road shoulders, and graded areas. Introduced annual grasses are the dominant plant species in disturbed habitat. Common species dominant in disturbed habitat include species such as wild oats (*Avena* spp.) and ripgut brome (*Bromus diandrus*), and common forbs including redstem filaree (*Erodium cicutarium*). These areas provide very low value to wildlife; however, the wildlife species that are present in adjacent annual grassland and riparian habitats could move through these areas periodically.

Ornamental Landscape

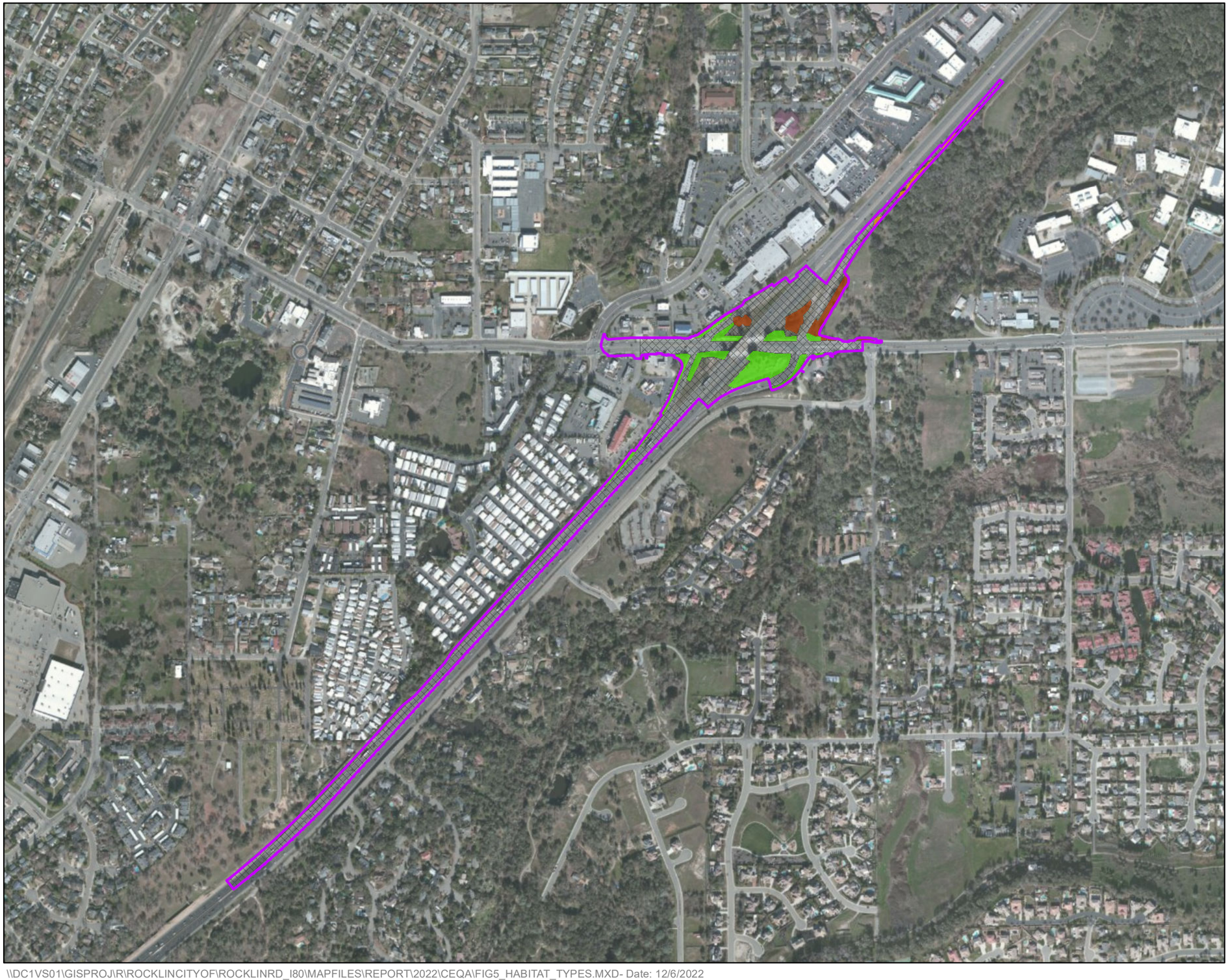
Approximately 3.24 acres of the BSA are characterized as ornamental landscape. Areas mapped as ornamental landscape contain vegetation consisting primarily of mature pine trees (*Pinus* sp.), eucalyptus trees (*Eucalyptus* sp.), and rosemary shrubs (*Salvia* sp.). This vegetation type was used to map groves of ornamentally planted trees and shrubs with non-native species components within Caltrans right-of-way along the on-ramps and off-ramps of I-80.

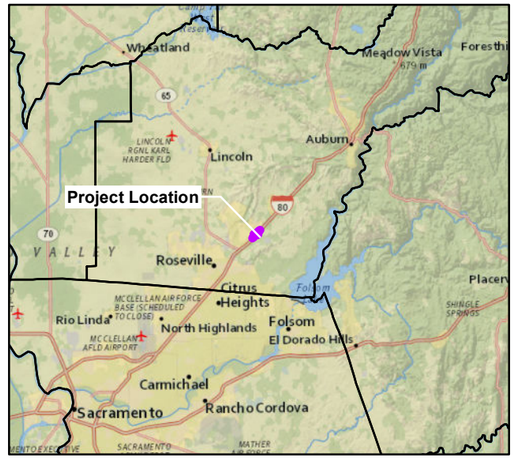
Blue Oak-foothill Woodland

Approximately 0.41 acre of the BSA is characterized as blue oak-foothill woodland. Areas mapped as blue oak-foothill woodland are dominated by blue oak (*Quercus douglasii*), valley oak (*Q. lobata*), interior live oak (*Q. wislizeni*), and foothill pine (*Pinus sabiniana*), with an understory of herbaceous annual species found in the annual grassland communities.

Remnant Blue Oak-foothill Woodland

Approximately 1.21 acre of the BSA is characterized as remnant blue oak-foothill woodland. Remnant blue oak-foothill woodland is characterized as blue oak-foothill woodland habitat integrated into the current landscape design. The habitat value of this area has been altered by the development of residential and commercial structures, roadways, and other urban facilities.





Legend

Project Area (25.75 acres)

Habitat Type

- Disturbed/Developed (20.16 acres)
- Blue Oak Foothill Woodland (0.41 acre)
- Ornamental Landscape (3.24 acres)
- Remnant Blue Oak Foothill Woodland (1.21 acre)
- Riparian (<0.01 acre)

N

0 200 400
Feet

Figure 5
Habitat Types within Project Area
Rocklin Road and
Interstate 80 Interchange Project
Rocklin, California

\\DC1VS01\GISPROJ\R\ROCKLINCITYOF\ROCKLINRD_I80\MAPFILES\REPORT\2022\CEQA\FIG5_HABITAT_TYPES.MXD- Date: 12/6/2022

Jacobs

Riparian

Less than 0.01 acre of the BSA is characterized as riparian habitat. The riparian habitat within the BSA runs along Secret Ravine. Areas mapped as riparian contain vegetation consisting primarily of valley oak, willow (*Salix* sp.), western sycamore (*Platanus racemosa*), and box elder (*Acer negundo*). Along the creek banks, the understory is a mix of Himalayan blackberry (*Rubus armeniacus*) and poison oak (*Toxicodendron diversilobum*). In floodplain areas, the understory is dominated by annual grassland and horticultural and native shrub and tree species. Riparian vegetation filters pollutants in runoff; supports bank stability; and provides shade, cover, and food sources for aquatic organisms, and habitat and food for non-aquatic species.

4.2.4.2 Aquatic Habitats

Aquatic resources within the BSA consist of Secret Ravine, which is a perennial drainage. Secret Ravine is a perennial tributary of Miners Ravine Creek, which flows into Dry Creek near Sunrise Boulevard and I-80 in Placer County, California. Dry Creek is formed by the confluence of Secret Ravine and Antelope Creek. Secret Ravine lies within the cities of Rocklin, Loomis, and Roseville, as well as unincorporated parts of Placer County; its entire length runs near the I-80 freeway. Secret Ravine passes through the campus of Sierra College and runs under Rocklin Road.

Secret Ravine provides spawning and rearing habitat for the federally threatened California Central Valley (CCV) steelhead (*Oncorhynchus mykiss*) distinct population segment and spawning habitat for fall- and late-fall-run Chinook salmon (*Oncorhynchus tshawytscha*). According to the California Natural Diversity Database (CNDDB) record, the last known occurrence of CCV steelhead distinct population segment within Secret Ravine was in 2005, with evidence of spawning in 2007.

Sucker Ravine is also a tributary to Miners Ravine Creek. Portions of Sucker Ravine can be found just west of the BSA along Rocklin Road and within the southern portion of the BSA where ramp improvements are proposed along westbound I-80.

Riverine habitat such as these intermittent drainages may provide potential habitat for amphibians and reptile species such as the Pacific tree frog (*Pseudacris regilla*), western toad (*Anaxyrus boreas*), bullfrog (*Lithobates catesbeianus*), and western pond turtle (*Actinemys marmorata*). Mammals expected to occur in this habitat include raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), and bat species such as Yuma myotis (*Myotis yumanensis*) and big brown bat (*Eptesicus fuscus*), which may forage above riverine habitat during summer evenings. Riparian trees and shrubs provide suitable nesting and foraging habitat for a multitude of bird species, including red-tailed hawk (*Buteo jamaicensis*), northern flicker (*Colaptes auratus*), and black phoebe (*Sayornis nigricans*).

Invasive Plant Species

Several invasive plant species were identified during the reconnaissance survey. Based on the California Invasive Plant Council (Cal-IPC 2021), the rating of the invasive plant species observed ranges from limited to high. The single occurrence of the high ranking was Himalayan blackberry, which occurs within the BSA within the riparian habitat.

a) Less than Significant Impact with Mitigation Incorporated

Special-status Plant Species

The BSA provides only marginally suitable habitat for rare plants, and no special-status plants were observed during the field survey. Based on conditions observed in the field and the nature of the proposed work, it is unlikely that any special-status plant species would be affected by the project. Therefore, implementation of the project would have no impact on special-status plant species.

Special-status Animal Species

Based on a literature review, the NOAA Fisheries and U.S. Fish and Wildlife Service species lists, CNDDB database records (Appendix A), and field survey results, the following special-status animal species have a moderate potential to occur within the BSA or vicinity: valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), Chinook salmon, CCV steelhead, California red-legged frog (*Rana draytonii*), western pond turtle, Swainson's hawk (*Buteo swainsoni*), purple martin (*Progne subis*), white-tailed kite (*Elanus leucurus*), and pallid bat (*Antrozus pallidus*). Due to the lack of suitable habitat, only Swainson's hawk, purple martin, white-tailed kite, and pallid bat have the potential to occur within the BSA. These species are discussed in the sections below. For all other special-status animal species, there would be no impact.

Special-status Bird Species, Migratory Birds, and Raptors

Swainson's hawk, purple martin, and white-tailed kite have the potential to occur within the BSA. Habitat and potential for presence of these species are as follows:

- Swainson's hawk is a California State threatened species. Swainson's hawk breeds in grasslands with scattered trees, juniper-sage flats, riparian areas, and savannahs. This species requires adjacent suitable foraging habitat supporting rodent populations. There is moderate potential for Swainson's hawk to be present within the BSA. Suitable nesting trees and foraging habitat are present within the vicinity of the BSA. No CNDDB occurrences are within a 5-mile radius of the BSA.
- Purple martin is a California species of special concern. Purple martin is present in the greater Sacramento area, and it nests in weep holes in overpasses and bridges. Foraging occurs near riparian or woodland areas with an abundance of insects. There is moderate potential for purple martin to be present within the BSA. Marginally suitable foraging and nesting habitat is present within the vicinity of the BSA. There is one CNDDB occurrence within a 5-mile radius of the BSA, approximately 2 miles southwest of the BSA.
- White-tailed kite is a fully protected species. White-tailed kite uses substantial groves of dense, broad-leafed deciduous trees used for nesting and roosting. It forages in open areas and inhabits rolling foothills and valley margins with scattered oaks and river bottomlands or marshes next to deciduous woodland. There is moderate potential for white-tailed kite to be present within the BSA; however, there is no suitable nesting habitat present within the BSA. There are two CNDDB occurrences within a 5-mile radius of the BSA, with the closest occurrence approximately 4.25 miles north of the BSA.

Five terrestrial land cover types or vegetation community types that support migratory birds and raptors were characterized in the BSA. Ornamental landscape makes up 3.24 acres of the BSA and is present along Rocklin Road and the westbound I-80 on-ramp, westbound I-80 off-ramp, and eastbound I-80 off-ramp. Riparian habitat within the BSA covers less than 0.01 acre and is found in the eastern corner of the BSA. Blue oak foothill woodland and remnant blue oak foothill woodland habitat within the BSA covers 1.62 acres and is found along the eastbound I-80 on-ramp as well as the northern portion of the site. Numerous migratory bird species have the potential to occur in these land cover types. Special-status bird species (including bird species listed as Birds of Conservation Concern) with a likelihood of occurring within the BSA include oak titmouse (*Baeolophus inornatus*), Lawrence's goldfinch (*Spinus lawrencei*), olive-sided flycatcher (*Contopus cooperi*), California yellow warbler (*Dendroica petechia*), peregrine falcon (*Falco peregrinus*), common yellowthroat (*Geothlypis trichas sinuosa*), yellow-breasted chat (*Icteria virens*), yellow-billed magpie (*Pica nuttalli*), Nuttall's woodpecker (*Picoides nuttallii*), and California thrasher (*Toxostoma redivivum*).

Mature trees within the BSA provide potential nesting habitat for common raptor species, protected by Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGC), that use the project area for roosting, nesting, and foraging year-round. Raptors that could nest within oak woodland habitat within the BSA include Cooper's hawk (*Accipiter cooperii*), great-horned owl (*Bubo virginianus*), red-tailed hawk, red-shouldered hawk (*Buteo lineatus*), American kestrel (*Falco sparverius*), and barn owl (*Tyto alba*). In the Sacramento Valley, most of these raptors have an approximate breeding and nesting season from February 15 to September 15. Tree-nesting raptors may nest in the large trees and in riparian and oak woodland habitats adjacent to the BSA.

Swainson's hawk, white-tailed kite, and purple martin are three special-status species that have a medium potential to move in and out of the area during the breeding season and have the potential to nest in surrounding habitat. There are no recorded CNDDB occurrences for Swainson's hawk, one recorded CNDDB occurrence for purple martin, and two recorded CNDDB occurrences for white-tailed kite within a 5-mile radius of the BSA.

Portions of the BSA are characterized by disturbed, bare ground areas. These include graded areas, bare soil, and paved areas. These areas provide very low value to migratory birds and raptors; however, the bird species that are present in adjacent annual grassland and riparian habitats could move through these areas periodically.

Project construction would involve grading of ground vegetation, along with shrub and tree trimming and removal. Potential effects to nesting raptors, special-status bird species, and other migratory bird species may occur during the breeding season (February 15 through September 1).

Project effects can be avoided by conducting a focused survey for nesting birds prior to disturbance of structures, construction, or removal of vegetation. Disturbances or removal of vegetation outside of the bird breeding season reduces the chances of having active bird nests within the BSA, and using exclusionary buffers around active nests can avoid impacts to any nesting birds found within the project area.

The BSA is highly disturbed and degraded in terms of habitat value. Although the BSA does provide some habitat characteristics as described in the species description (that is, oak woodlands and riparian habitat), the potential for Swainson's hawk, white-tailed kite, or purple martin to be present and/or use this habitat is low. By conducting focused surveys prior to construction, no direct impacts to individuals or nesting habitat are anticipated to occur.

Indirect effects would include construction-related disturbance during the breeding season; excessive noise near an active nest could result in the loss of fertile eggs or nestlings, or otherwise lead to abandonment of nests. Foraging birds and birds present in or adjacent to the BSA outside of the avian breeding season would not be adversely affected by construction activities due to their high mobility and available habitat outside of the BSA.

Impacts to special-status bird species and migratory birds would be reduced through implementation of the mitigation measures at the end of this section; therefore, impacts would be less than significant with mitigation incorporated.

Bats

Several species of bats are designated as a species of special concern by California Department of Fish and Wildlife (CDFW). In addition to bat species listed as sensitive by the resource agencies, State laws protect bats and their occupied roosts from harassment and destruction. Protection under California law is found in CFGC sections 2000, 2002, 2014, and 4150, and under *California Code of Regulations* Section 251.1. Based on a review of literature and species accounts, and on the results of habitat assessment, pallid bats may occur in the BSA.

Pallid bat is a California species of special concern. Its habit includes deserts, grasslands, shrublands, woodlands, and forests. It is most common in open, dry habitats with rocky areas for roosting. In California, it is common in oak woodlands and grasslands. Roosts must protect bats from high temperatures, and bats are very sensitive to disturbance of roosting sites. There are no known CNDDB occurrences of pallid bat within 5 miles of the BSA. Suitable habitat for pallid bats may exist in the vicinity of the project. No focused bat surveys have been conducted for the project. No evidence of night roosting bats (i.e., urine residue and guano accumulations) was observed under the underpass of I-80 from the eastbound lane of Rocklin Road. Surveys from the westbound lane were not conducted because there was no sidewalk or pedestrian access. During the habitat survey, no bats were observed within the BSA.

Bat species may roost individually or in small groups in tree cavities, in riparian vegetation, or under the bridge in weep holes. Due to the ability of individual bats to move away from disturbance, direct impacts on bats are not expected when the bats are not in a maternity colony. Indirect impacts may occur from construction disturbance if a maternity colony is present in or adjacent to the BSA. Substantial noise disturbance could result in adults temporarily or permanently leaving the maternity colony.

Vegetation removal and trimming is anticipated within the oak woodland habitat of the northern portion of the BSA. The existing I-80 overpass would not be removed, so there would be no removal of potential roosting habitat underneath the bridge. Construction activities could temporarily affect roosting bats through noise disturbance. Impacts to bats would be reduced through implementation of the mitigation measures at the end of this section and specifically include MM-BIO-12: Bat Protection. Therefore, the impact to bats would be less than significant with mitigation incorporated.

b) Less than Significant Impact

No substantial adverse effect on any riparian habitat or sensitive natural communities would occur as a result of the project. The area east of I-80 is characterized by developed oak woodland and a small portion of riparian habitat.

Approximately 0.01 acre (630 square feet) of the BSA contains riparian habitat; however, the project would be confined to the existing roadway and would, therefore, have no impact on Secret Ravine, Sucker Ravine, or the surrounding riparian habitat.

Sensitive or Rare Natural Communities

The BSA does not overlap any special-status terrestrial natural communities. However, oak woodland is present within the BSA. Oak woodland is considered a sensitive habitat by CDFW.

Two different oak woodland habitats are present with the BSA: blue oak-foothill woodland and remnant blue oak-foothill woodland. The blue oak-foothill woodland is present along I-80 eastbound. The remnant blue-oak foothill woodland is present along the I-80 westbound off-ramp, along the I-80 eastbound on-ramp, and at the corner of Rocklin Road and I-80 eastbound on-ramp (Figure 5).

Remnant Blue Oak-foothill Woodland

Approximately 1.21 acre of remnant blue oak-foothill woodland is present within the BSA. The remnant blue oak-foothill woodland identified within the BSA has a low ecological value. The remnant blue oak-foothill woodland consists of several oak trees that are presumed to have been preserved during the construction of both Rocklin Road and I-80. These oaks have no connectivity to the existing blue oak-foothill woodland located northeast and adjacent to the BSA. Permanent impacts to remnant blue oak-foothill woodland would be confined to the small area along the I-80 eastbound on-ramp and

westbound off-ramp. It is expected that approximately 20 oak trees would be removed for the project under Option 1, consisting of both interior live oaks (*Quercus wislizeni*) and blue oaks (*Quercus douglasii*). The remnant oak woodland was deemed of low value and is not considered a sensitive habitat; therefore, the impact would be less than significant. Oak tree removal would be less under Option 2.

There would be no removal or trimming of oak trees along the eastbound I-80 shoulder. Due to the low ecological value of the remnant blue oak-foothill woodland and oaks present along the I-80 shoulder, it is anticipated that the implementation of the project (including the reduction of the remnant oak woodland habitat) would not have substantial adverse effects, either directly or indirectly, on species identified as a candidate, sensitive, or special-status species. The project includes mitigation measures, included at the end of this section, that would minimize and offset these impacts.

Blue Oak-foothill Woodland

Approximately 0.41 acre of blue oak-foothill woodland is present within the BSA. This blue oak-foothill woodland is primarily located in the northern portion of the site along the eastbound I-80 freeway shoulder. This blue oak-foothill woodland habitat is primarily undisturbed and would be classified as high ecological value.

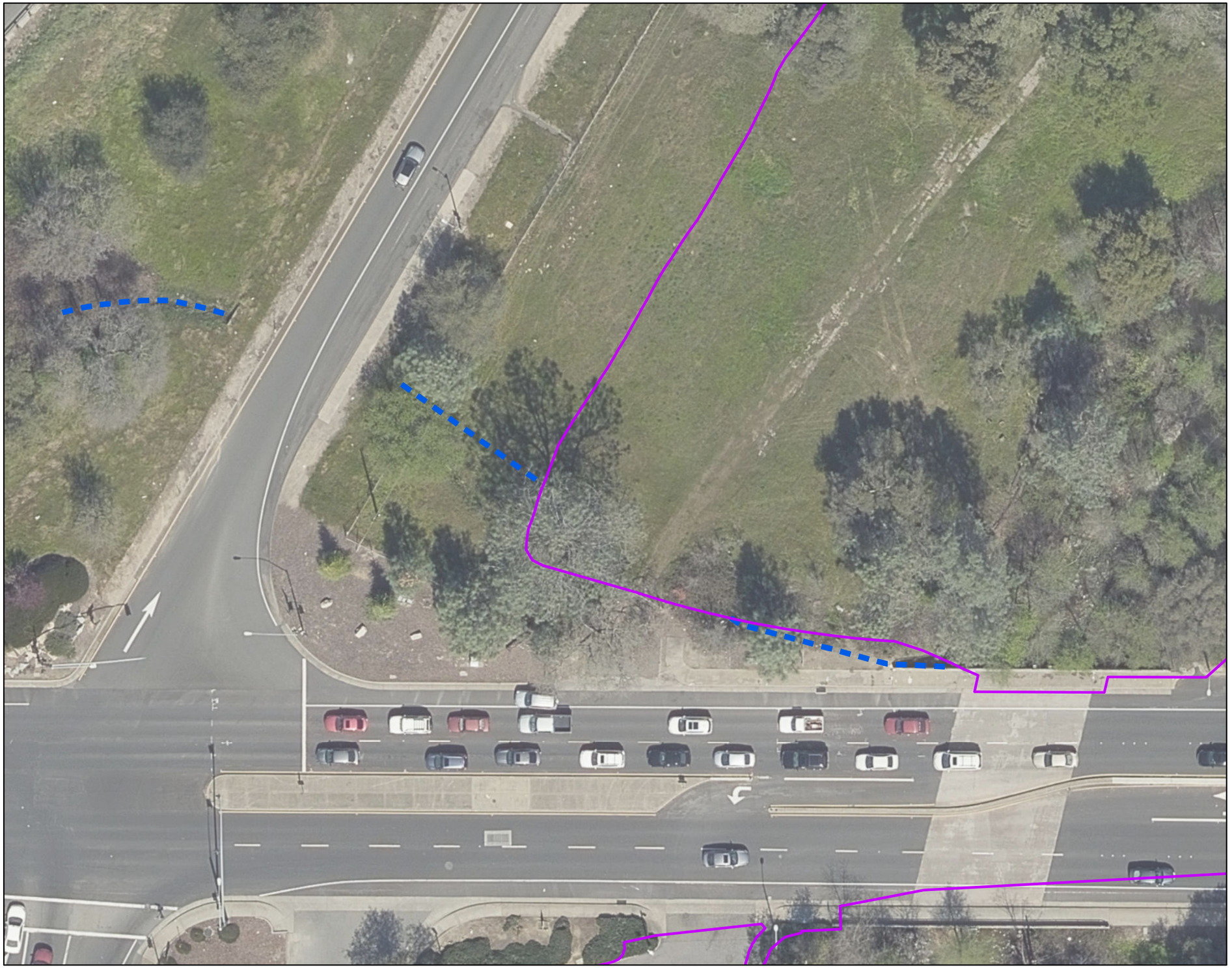
To the extent feasible, the project would preserve and protect oak trees that can be incorporated into the project design. The project would aim to incorporate oak tree species and other native species as new plantings within the landscaped areas. Mitigation measures, specifically MM-BIO-6 and MM-BIO-7, would minimize the potential for adverse effects. With implementation of appropriate mitigation measures, the probability and magnitude of direct and indirect effects to sensitive habitat is very low.

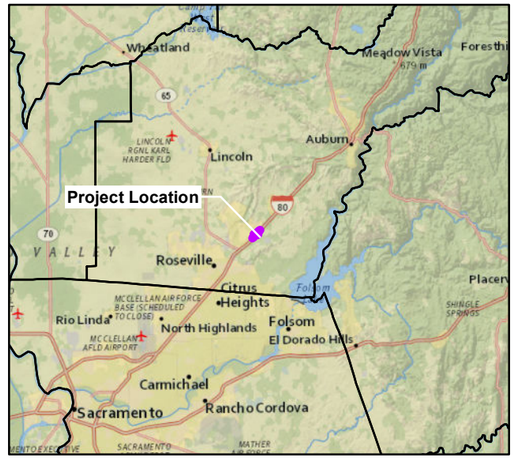
The project would include a landscaping plan that includes new trees that would be planted in the project area. These new trees would help offset the loss of trees, removed as a result of the project, and their associated canopy and potential habitat values, including oak species. Therefore, the impact to sensitive natural communities would be less than significant.

c) No Impact

No impact on wetlands would occur as a result of the project. Biological surveys completed in January and February 2022 determined three drainage features were present within the BSA. One of these features was classified as non-jurisdictional Waters of the U.S., consisting of a constructed culvert excavated in upland area along the I-80 eastbound on-ramp (Figure 6). The second feature is Secret Ravine, located in the easternmost portion of the BSA. Secret Ravine encompasses 0.01 acre (630 square feet) of the BSA. In addition, the southern portion of the BSA crosses Sucker Ravine. Both Secret Ravine and Sucker Ravine are jurisdictional features subject to the jurisdiction of the U.S. Army Corps of Engineers, CDFW, and Regional Water Quality Control Board.

The project would not have a substantial adverse effect on State or federally protected wetlands. The project would not involve work within Secret Ravine or Sucker Ravine; therefore, no impacts to the waterways would occur. The project would be confined to the existing roadway and; therefore, would have no impact on Secret Ravine, Sucker Ravine, or the surrounding riparian habitat.





Legend

Project Area (25.75 acres)

Constructed Drainage (200 linear feet)

N

0 20 40

Feet

Figure 6
Waters of the U.S.
Rocklin Road and
Interstate 80 Interchange Project
Rocklin, California

Jacobs

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d) Less than Significant Impact with Mitigation Incorporated

The project would not interfere substantially with the movement of any native resident or migratory species or impede the use of native wildlife nursery sites. The federal MBTA (16 United States Code 703 et seq.), Title 50 *Code of Federal Regulations* (CFR) part 10, and CFGC sections 3503, 3513, and 3800 protect the occupied nests and eggs of migratory and non-game bird species. Birds nest in a variety of places, including trees, shrubs, human-made structures, and the ground. Work buffers around migratory birds and their nests are typically needed to minimize impacts on these species. Any project must avoid the take of any migratory and nongame birds, nests, or eggs.

Potential impacts to migratory birds are discussed in detail under question a) above. To avoid potential effects to fully protected raptors, special-status bird species, and other nesting birds protected by the MBTA and CFGC, the following mitigation measures would be implemented: MM-BIO-2, MM-BIO-3, MM-BIO-4, MM-BIO-9, and MM-BIO-10. Therefore, impacts to migratory birds would be less than significant with mitigation incorporated.

e) Less than Significant Impact

The City of Rocklin recognizes the value of native trees through the adoption of the Oak Tree Preservation Ordinance, Chapter 17.77, of the City of Rocklin Municipal Code. The ordinance contains policy language that is explicitly written to protect native oaks. These policies regulate both the removal of protected trees and the encroachment of construction activities into the protected zones of these trees. Sections 17.77.030 and 17.77.050 prohibit the removal of oak trees without the issuance of a permit and require that preservation and removal of healthy oak trees from undeveloped property be addressed in the development application review process. Section 17.77.040 requires an oak tree removal permit and mitigation for areas within the city zoned for residential, commercial, or industrial use. The BSA is not zoned for residential, commercial, or industrial use; therefore, it does not require an oak tree removal permit.

The project would include a landscaping plan that includes new native trees that would be planted in the project area. These new trees would help offset the loss of trees and their associated canopy and potential habitat values, including oak species that have to be removed as a result of the project; therefore, the impact would be less than significant.

f) No Impact

This project would not conflict with the provisions of an adopted Habitat Conservation Plan; Natural Community Conservation Plan; or other approved local, regional, or State habitat conservation plan. Therefore, there would be no impact.

Mitigation Measures

MM-BIO-1: Documentation at Project Site. A Compliance Binder will be maintained at the construction site and presented to resource agency personnel upon request. The Compliance Binder will include a copy of the project's permits, certifications, and agreements, and any extensions and amendments to the permits, certifications, and agreements.

MM-BIO-2: Worker Environmental Awareness Training. Prior to construction, a biologist will provide a training session for the workers to identify sensitive species or habitats that may be in the area, their basic habits, how they may be encountered in their work area, and procedures to follow when they are encountered. Any personnel joining the work crew later will receive the same training before beginning work. Upon completion of the education program, workers will sign a form stating they

attended the program and understand all protection measures. A pamphlet that contains images of sensitive species or habitats that may occur on the site and notes key avoidance measures, as well as employee guidance, will be given to each person who completes the training program. These forms will be made available to the resource agencies upon request.

MM-BIO-3: Mark Environmentally Sensitive Areas (ESAs). Before construction begins, ESAs will be clearly delineated using high-visibility orange fencing, flagging, or other appropriate designation methods to delineate sensitive habitats. The ESA marking will remain in place throughout construction. The final project plans will depict all locations where ESA markings will be installed and how they will be installed. ESA markings will be maintained in good repair throughout construction.

MM-BIO-4: Biological Monitoring of ESA Marking and Vegetation Clearing. A qualified biologist will survey the area prior to marking and delineation of the ESA, and will monitor the installation of these materials. A qualified monitor will be present during all vegetation clearing and any other construction activities for the duration of the project in areas adjacent to ESAs to identify wildlife species present and ensure compliance with proper implementation of vegetation removal, best management practices (BMPs), and to ensure that all biological resource-related measures are properly adhered to.

MM-BIO-5: Project Area. The project will not impede or affect the riparian habitat present within the BSA. The marked ESA will be located along and outside of the Secret Ravine and Sucker Ravine riparian habitat.

MM-BIO-6: Oak Tree Removal. When and where possible, the City of Rocklin will avoid the unnecessary removal and trimming of oak trees.

MM-BIO-7: Vegetation Removal. Vegetation will be cleared only where necessary and will be cut above soil level, except in areas that will be permanently affected or excavated. This removal allows plants that reproduce vegetatively to resprout after construction.

MM-BIO-8: Invasive Weed Control. Noxious weeds will be controlled within the site in accordance with Executive Order 13112 (Invasive Species) by methods approved by a vegetation control specialist. If work occurs in sensitive habitat, vehicles and equipment will be thoroughly cleaned before arriving on the site to prevent the spread of noxious weeds from other locations.

MM-BIO-9: Nesting Bird Surveys. If vegetation removal or construction occurs between February 1 and September 30, a preconstruction survey(s) will be conducted for nesting birds no more than 3 days before construction. The survey will include a 300-foot buffer of the BSA to capture any potential nesting located within the surrounding oak woodland and riparian habitat. If active nests are found, an appropriate buffer will be established, and the nest will be monitored for compliance with MBTA and CFGC section 3503.

MM-BIO-10: Nesting Bird Surveys. If construction activities are halted for more than 5 days during the nesting season (between February 1 and September 30), a nesting bird survey will be performed prior to the recommencement of construction-related activities.

MM-BIO-11: Restore Disturbed Areas. Temporarily disturbed areas will be restored to the maximum extent practicable. Exposed slopes and bare ground will be reseeded with native grasses to stabilize and prevent erosion. The City of Rocklin will provide a post-construction restoration and revegetation plan for the project to be reviewed and approved by the agencies no later than 60 calendar days prior to the initial groundbreaking at the project site.

MM-BIO-12: Bat Protection. A habitat assessment/nighttime emergence survey will be conducted for potentially suitable bat-roosting habitat prior to construction activities. If the survey reveals any structures are suitable roosting habitat for bats, then the appropriate measures will be implemented prior to construction. Potential avoidance may include exclusionary blocking or filling potential cavities with foam, visual monitoring, and scheduling project work to avoid bats. If bats are known to use the structures, then exclusion netting will not be used.

MM-BIO-13: Prevent Inadvertent Entrapment. To prevent inadvertent entrapment of animals during construction, all excavated, steep-walled holes or trenches more than 1 foot deep will be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earthen fill or wooden planks at an angle no greater than 30 degrees. Before such holes or trenches are filled, they will be thoroughly inspected for trapped animals.

MM-BIO-14: Night Lighting. Nighttime work will be avoided to the maximum extent practicable. For unavoidable nighttime work, all lighting will be shielded and directed downwards toward the active construction area to avoid exposing nocturnal wildlife to excessive glare.

MM-BIO-15: Fence and Signpost Restriction. Any fencing posts, sign posts, t-posts, or vertical poles installed temporarily or permanently will have the post or pole capped, or the top three post holes covered or filled with screws or bolts to prevent the entrapment of wildlife, specifically birds of prey.

MM-BIO-16: No Monofilament Netting. Plastic monofilament netting (erosion control matting) or similar material will not be used because wildlife may become entangled or trapped in it. Acceptable substitutes include coconut coir matting or tackifier hydroseeding compounds.

MM-BIO-17: Construction Site Management Practices. The following site restrictions will be implemented:

- Locate construction access, staging, storage, and parking areas outside ESAs to the maximum extent possible. Access routes, staging and storage areas, and contractor parking will be limited to the minimum necessary to construct the project.
- Certify, to the maximum extent practicable, borrow material is non-toxic and weed free.
- Enclose food and food-related trash items in sealed trash containers.
- Prohibit pets from entering the project limits during construction.
- Prohibit firearms within the project limits, except for those carried by authorized security personnel or local, State, or federal law enforcement officials

4.2.5 Cultural Resources

Would the project:

Question	CEQA Determination
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?	Less than Significant Impact with Mitigation Incorporated
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Less than Significant Impact with Mitigation Incorporated
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	Less than Significant Impact with Mitigation Incorporated

CEQA Significance Determinations for Cultural Resources

Cultural resource evaluations prepared for this project include an Archaeological Survey Report (ASR) (Jacobs 2022c) and a Historic Property Survey Report (HPSR) (Jacobs 2022d). This section summarizes the findings of these reports.

The ASR and HPSR for this project were carried out in a manner consistent with Caltrans' regulatory responsibilities under Section 106 of the National Historic Preservation Act (36 CFR Part 800) and pursuant to the January 2014 *First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act* (PA) and the December 2016 Memorandum of Understanding executed by the Federal Highway Administration and Caltrans (Jacobs 2022c and 2022d).

As described in the HPSR and ASR, the area of potential effects (APE) for this project was established by a Professionally Qualified Staff architectural historian and archaeologist. The APE includes the resource study areas for cultural resources. The HPSR and ASR contain confidential information that cannot be publicly shared. Based on these reports, Caltrans determined that pursuant to Section 106 PA Stipulation VIII.A, there are no cultural resources within the APE that may be affected. Additionally, pursuant to Section 106 PA Stipulation IX.A, Caltrans determined a finding of no historic properties to be affected.

a, b, c) Less than Significant Impact with Mitigation Incorporated

The cultural resources inventory included records searches, archival and literature research, Native American outreach and informal consultation, and pedestrian and windshield surveys. Based on the findings of the HPSR and ASR, there are no known archaeological or historical resources known to be present within the APE. Implementation of MM-CULT-1 and MM-CULT-2 at the end of this section would reduce potential impacts to undiscovered cultural resources and human remains to less than significant with mitigation incorporated.

Mitigation Measures

MM-CULT-1: Discovery of Cultural Resources. If an inadvertent discovery of cultural materials or tribal cultural resources is made during project-related construction activities, ground disturbances in the area of the find will be halted; and a qualified professional archaeologist, the Environmental Services Manager, and the Native American Heritage Commission will be notified. The archaeologist will determine whether the resource is potentially significant according to CEQA (that is, whether it is a historical resource, a unique archaeological resource, a unique paleontological resource, or a tribal cultural resource) and will develop specific measures to ensure preservation of the resource or to mitigate impacts to the resource if it cannot feasibly be preserved in light of costs, logistics, technological considerations, the location of the find, and the extent to which avoidance and/or preservation of the find is consistent or inconsistent with the design and objectives of the project. Specific measures for significant or potentially significant resources may include preservation in place, in-field documentation, archival research, subsurface testing, and excavation. The specific type of measure necessary would be consistent with CEQA Guidelines for preserving or otherwise mitigating impacts to archaeological and cultural artifacts and tribal cultural resources.

MM-CULT-2: Discovery of Human Remains. If any human remains are discovered, work will stop in the immediate vicinity of the discovery; the County Coroner will be notified, in accordance with Section 7050.5 of the California Health and Safety Code; and the City's Environmental Services Manager will be notified. There will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until compliance with the provisions of Sections 15064.5 (e) (1) and (2) of the CEQA Guidelines, as well as Public Resources Code Section 5097.98, has occurred. If the remains are Native American, the County Coroner will notify the Native American Heritage Commission, which will then inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods, and the landowner will comply with the requirements of Assembly Bill (AB) 2641.

4.2.6 Energy

Would the project:

Question	CEQA Determination
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	Less than Significant Impact
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	No Impact

CEQA Significance Determinations for Energy

a) Less than Significant Impact

The project would not increase highway capacity or otherwise alter long-term circulation, traffic volumes, vehicle mix, or any other factor that could affect local or regional energy consumption. During project operation, energy consumption would be limited to routine maintenance.

Energy, in the form of diesel fuel, gasoline, electricity, and natural gas, would be consumed during construction by sources to include, but not be limited to construction vehicles, generators, and power tools. Energy consumption would not be wasteful, inefficient, or unnecessary because construction activities would be short-term and temporary. During construction, implementation of standard PCAPCD measures would require the efficient use of construction equipment. Therefore, the impact would be less than significant.

b) No Impact

The project proposes to improve the pedestrian safety and traffic operations at the interchange. As such, this project would not result in changes in traffic volumes, vehicle mix, or any other factor that would cause an increase in energy consumption during operation. Therefore, the proposed project would not conflict with the regional/statewide goals on climate change, air quality, and petroleum reduction. There would be no impact.

4.2.7 Geology and Soils

Would the project:

Question	CEQA Determination
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	No Impact
ii. Strong seismic ground shaking?	No Impact
iii. Seismic-related ground failure, including liquefaction?	No Impact
iv. Landslides?	No Impact
b) Result in substantial soil erosion or the loss of topsoil?	Less than Significant Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	No Impact
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	No Impact
e) e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	No Impact
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	No Impact

CEQA Significance Determinations for Geology and Soils

The project is located in the Loomis Basin, within the Central Valley. The topography within the project area is relatively flat with raised on- and off-ramps providing connection from Rocklin Road to I-80. The project area is located in the Northern Sierra Nevada Foothill Subregion of the California Floristic Province (Jacobs 2022b) and in the Lower Foothills Metamorphic Belt subsection of the Sierra Nevada Foothills Ecoregion Section (Jacobs 2022b). This area is within the lower elevation western edge of the Sierra Nevada Mountains range where moderately steep to steep mountains and hills create rapid runoff into the many rivers and their tributaries. According to the Geological Map of California, the project area is in the Mesozoic Plutonic Rocks unit, which contains Mesozoic granite, quartz monzonite, granodiorite, and quartz diorite (California Department of Conservation 2015a).

The project area is primarily composed of weathered to fresh granite rock, and the topography is relatively flat. Soils contain Andregg Coarse Sandy Loam 2 to 9 Percent Slopes; Xerorthents Cut and Fill Areas, which are composed of mechanically removed and mixed soil material; and Xerorthents Placer Areas, which are composed primarily of cobble and gravel (Jacobs 2022b). Andregg soils form from weathering igneous rocks and are well-drained with moderately rapid permeability and slow to rapid runoff. Xerorthents, cut and fill soils are primarily used for highways and urban development and are generally well-drained. Xerorthents, placer areas soils consist of mixed soil material, which makes these soils characteristics widely variable; but generally they are well-drained soils with rapid runoff.

a(i) – (iv) No Impact

The project is located west of the Foothills Fault System, with the nearest faults including the Deadman Fault, Maidu Fault, Bear Mountains Fault, and the Spencerville Fault (Jacobs 2022b and California Department of Conservation 2015b). The Foothill Fault System is located near Folsom Lake and is not within the project area. Additionally, there are no Alquist-Priolo zones established within Placer County (Jacobs 2022b and California Department of Conservation 2016). Inactive faults are located within the City of Rocklin and may be subject to seismic hazards; however, the proposed project would be subject to compliance with the Uniform Building Code, the California Uniform Building Code, and local development codes and land use policies, as applicable, for Placer County and the City of Rocklin. Therefore, there would be no impact.

The potential for liquefaction due to seismic activity in the project area is considered minimal due to the rock units at the site (weathered to fresh granite), and the clayey and silty sand layer above groundwater elevation is generally dense. Additionally, no landslides have been known to occur in the project area, and no steep or tall or natural slopes are present within the project limits; therefore, potential for liquefaction and landslides due to seismic events would be considered negligible (Jacobs 2022h and 2022i). No impact would occur.

b) Less than Significant Impact

Excavation and soil disturbance would be required during construction of the DDI and pedestrian/bicycle facilities under either Option 1 or 2. Earth-moving activities have the potential to cause soil erosion or loss of topsoil. The project would be required to comply with the City of Rocklin's Grading and Erosion and Sedimentation Control Ordinance (Rocklin Municipal Code, Chapter 15.28) and the Stormwater Runoff Pollution Control Ordinance (Rocklin Municipal Code, Chapter 8.30), which includes the preparation of a Stormwater Pollution Prevention Plan (SWPPP). During construction, the project would implement erosion control measures and BMPs (such as silt fence, fiber roll, drainage inlet protection, concrete wash-out, street sweeping, and construction entrance) outlined in the SWPPP to minimize soil erosion or the loss of topsoil, which would result in a less than significant impact.

c, d, e) No Impact

As described in item a) above, the project is not located within a liquefaction zone or within a known fault; therefore, the project area would not be subject to becoming unstable or result in landslide, lateral spreading, subsidence, liquefaction or collapse. There would be no impact.

The project area does not contain expansive soil and would not create any direct or indirect risks to life or property. No septic tanks or alternative wastewater delivery systems would be constructed or affected by the project. The project area is not located within a known area containing a unique paleontological resource or unique geological feature; therefore, no impact would occur.

4.2.8 Greenhouse Gas Emissions

Would the project:

Question	CEQA Determination
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Less than Significant Impact
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	No Impact

CEQA Significance Determinations for Greenhouse Gas Emissions

Greenhouse gas (GHG)emissions from construction and operation of the project were estimated for project construction and operation in future years for both Options 1 and 2 in the Air Quality Report (Jacobs 2022e). This section summarizes the findings of this review.

a) Less than Significant Impact

Construction-generated GHG includes emissions resulting from onsite construction equipment, workers commuting to and from the project site, haul truck trips, traffic delays from construction, and production of construction materials (to include concrete and asphalt). The project would result in an increase in impervious surfaces; however, this increase would be limited to the extent practicable. The emissions would be produced at different levels throughout the project depending on the activities involved at various phases of construction.

Carbon dioxide is the single most important GHG pollutant due to its abundance when compared with other vehicle-emitted GHGs, including methane, nitrous oxide, hydrofluorocarbon, and black carbon. Their frequency and occurrence can be reduced through innovations in plans and specifications, and by implementing better traffic management during construction phases.

The project's construction-related GHG emissions were calculated using the Federal Highway Administration RCEM, version 9.0.0, provided by the Sacramento Metropolitan Air Quality Management District. Average daily emissions were estimated by dividing the total construction emissions by the number of days in the construction duration for each option. The average daily emissions of each option are presented in Table 2.

The PCAPCD has adopted thresholds for construction activities, and GHG emissions from a project that exceed 10,000 metric tons of carbon dioxide equivalent ($MTCO_2e/yr$) would be deemed to have a cumulatively considerable contribution to global climate change. The project would not generate short-term GHG emissions that exceed the threshold. Therefore, the project's GHG emissions are considered less than cumulatively considerable.

Table 2. Construction-related Greenhouse Gas Emissions

Option	GHG ($MTCO_2e/yr$)
Option 1	465
Option 2	742
PCAPCD CEQA Thresholds	10,000

The frequency and occurrence of GHG emissions would be reduced through implementation of the PCAPCD standard measures for emissions and dust control during construction (Section 4.2.3 Air Quality).

Additionally, with innovations such as longer pavement lives, improvement in traffic management, and changes in materials, construction-related GHG emissions produced during construction can be offset to some degree by longer intervals between maintenance and rehabilitation activities. Thus, this impact would be less than significant.

The latest version of CT-EMFAC, CT-EMFAC2017, was used to estimate emissions of GHG. GHG emissions were estimated based on GHG emission factors from CT-EMFAC and annual VMT information. In addition, GHG emissions modeled by CT-EMFAC2017 were adjusted using CARB's *EMFAC Off-Model Adjustment Factors for Carbon Dioxide (CO_2) Emissions to Account for the SAFE Vehicles Rule Part One and the Final SAFE Rule* (CARB 2020). Table 3 summarizes the annual VMT and GHG emissions of existing conditions, future no-project conditions, and the project in future analysis years.

Table 3. Annual CO_2e Emissions and Vehicle Miles Traveled

Scenario/Analysis Year	GHG Emissions ($MTCO_2e$/yr)	Annual VMT[a]
Existing Conditions	32,801	84,280,200
No Project 2028	35,053	113,658,060
Project 2028	35,053	113,658,060
No Project 2040	36,191	131,204,030
Project 2040	36,203	131,458,273
No Project 2048	39,499	144,635,356
Project 2048	39,408	144,437,121

[a] Annual VMT values derived from daily VMT values multiplied by 347, in accordance with CARB methodology (CARB 2008).

Note:

CO_2e = carbon dioxide equivalent

In 2018, GHG emissions from the study area were 32,801 MTCO2e/yr. Annual VMT would increase by 35% in opening year (2028) and 71% in the design year in comparison to existing conditions due to regional growth, as shown in Table 3. However, VMT in the future no-project condition and with the project are similar in a given analysis year. Therefore, this impact would be less than significant.

b) No Impact

Plans and policies adopted for the purposes of reducing GHG emissions in California include multiple Senate and Assembly bills and Executive Orders. These policies establish GHG emissions reduction goals, set low-carbon fuel standards, support rapid commercialization of zero-emission vehicles, fund clean vehicle programs, and require climate adaptation planning.

Additionally, the project is included in PCTPA's Final 2040 Regional Transportation Plan and SACOG's 2020 MTP/SCS. The 2020 MTP/SCS demonstrates how the region will achieve regional GHG emissions reduction targets set by CARB to meet AB 32 goals. The inclusion of the project in SACOG's 2020 MTP/SCS demonstrates the project's consistency with the region's reduction goals.

For these reasons, the project would not conflict with applicable plans, policies, or regulations adopted for the purpose of reducing long-term GHG emissions. There would be no impact.

4.2.9 Hazards and Hazardous Materials

Would the project:

Question	CEQA Determination
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Less than Significant with Mitigation Incorporated
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Less than Significant with Mitigation Incorporated
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Less than Significant with Mitigation Incorporated
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	No Impact
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Less than Significant Impact
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	No Impact

CEQA Significance Determinations for Hazards and Hazardous Materials

A Phase I Initial Site Assessment (ISA) (Blackburn Consulting 2021) for the project was conducted to identify recognized environmental conditions, historical recognized environmental conditions, and potential recognized environmental conditions that may be present within and adjacent to the project limits. This section summarizes the ISA's findings. The ISA identified the following four sites that would require partial acquisition:

- 4450 Rocklin Road; 76 Gas Station and Food Mart
- 4500 Rocklin Road; ARCO Gas Station and AM-PM Mini Market
- 4410 Rocklin Road; Jack in the Box, Former Rocklin City Landfill
- 4400 Rocklin Road; Arby's, Former Rocklin Dump

The 76 Gas Station and Food Mart located at 4450 Rocklin Road tested concentrations for total petroleum hydrocarbons and VOCs and did not exceed the San Francisco Bay Regional Water Quality Control Board's 2019 environmental screening levels. However, soil gas analytical results exceeded the environmental screening levels for benzene and ethylbenzene as of June 2021. New testing conducted in October 2021 tested soil gas, and the results were below the environmental screening levels for all VOCs tested. This site was identified in the ISA to be a high-risk site.

Other sites within or adjacent to the project limits are identified to be low-risk sites and are not recommended for further investigation.

a, b) Less than Significant Impact with Mitigation Incorporated

Project construction is expected to temporarily involve the transport, storage, use, and disposal of hazardous materials (e.g., fuels, paints, cleaners, solvents, and lubricants) that could pose a significant threat to human health and the environment if they are not properly managed. The transport, storage, use, and disposal of hazardous materials are subject to local, State, and federal hazardous waste regulations designed to reduce risks associated with hazardous materials, including potential risks associated with accidental release of hazardous materials. Compliance with the existing regulations is mandatory; therefore, project construction is not expected to create a significant hazard to construction workers, the public, or the environment through the routine transport, use, or disposal of hazardous materials.

The ISA identified five sites within the project limits that would require partial acquisition, fourteen parcels adjacent to the project, and six sites within 0.5 mile of the project limits with or with potential to contain hazardous materials. The ISA concluded that a Phase II environmental site assessment of the subsurface soil and groundwater within the acquisition area should be conducted and should investigate the area and maximum depth where construction is anticipated to disturb the subsurface soil and encounter groundwater.

During construction, lead-based paints, yellow traffic striping, and asbestos-containing materials would be handled according to the project specifications and local, State, and federal requirements. A soil investigation for metals, primarily lead, and other contaminants of concern (e.g., petroleum hydrocarbons and VOCs) would be completed to characterize and profile the soil to be encountered by the construction of the proposed build options. Depending on the findings of the soil investigation, lead-contaminated soils would be handled and disposed of in accordance with appropriate project specifications. With the implementation of MM-HAZ-1 through MM-HAZ-6 at the end of this section, the impact would be reduced to less than significant.

c, e) No Impact

One college and one elementary school are within approximately 0.25 mile of the project area. Sierra College, at the Campus Drive entrance, is approximately 0.25 mile east of the easternmost edge of the project footprint. Rocklin Elementary School is located on Meyers Street, approximately 0.23 mile northwest of the westernmost edge of the project footprint. The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste. There are no airports or airstrips in the project vicinity. The closest airport is the Lincoln Regional Airport approximately 10 miles from the project. There would be no impact.

d) Less than Significant with Mitigation Incorporated

The project is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5. However, a screening of the State Water Resources Control Board GeoTracker and Department of Toxic Substance Control EnviroStor database identified five closed sites (GeoTracker) and one site under evaluation (EnviroStor), within a 0.50-mile radius of the project site, that have affected or have the potential to affect soils, groundwater, and surface water quality (SWRCB 2022 and DTSC 2022). Due to the proximity of these sites to the project, potential residual contamination at these sites could affect soils or groundwater.

With the implementation of MM-HAZ-2 at the end of this section, the impact would be reduced to less than significant.

f) Less than Significant Impact

Potential delays to traffic along Rocklin Road would result from lane closures and overnight traffic control in effect during construction. A Traffic Management Plan (TMP) (MM-TRANS-1) would be developed during the design phase and would identify traffic delays and alternative routes, and would prevent cut-through traffic that could affect adjacent businesses and neighborhoods. Emergency response times are not anticipated to change during construction because the TMP would provide priority to emergency vehicles during traffic control. The TMP would provide instructions for response or evacuation in the event of an emergency. In addition, this project would not conflict with any emergency response or evacuation plan and would adhere to the General Plan and Emergency Organization as outlined in Municipal Code 2.32 (City of Rocklin 2021a and 2022a). The impact would be less than significant.

g) No Impact

The Rocklin Fire Department, which serves the project area, is responsible for the management of fire operations during emergency response efforts. The nearest fire station to the project area is located at the Rocklin Fire Department, 4060 Rocklin Road in Rocklin, approximately 0.4 mile west of the project area (City of Rocklin 2022b).

The project does not have permanent features that would expose people or structures to risk of loss, injury, or death involving wildland fires. In addition, fire prevention measures would be in place during construction to reduce wildfire-related impacts. Therefore, there would be no impact.

Mitigation Measures

MM-HAZ-1: Caltrans Standard Specifications and Hazardous Waste Regulations. Caltrans Standard Specifications Section 13-4, Job Site Management, will be implemented to prevent and control spills or leaks from construction equipment and from storage of fuels, paints, cleaners, solvents, and lubricants. All aspects of the project associated with transport, storage, use, and disposal of hazardous materials would be done in accordance with the California Health and Safety Code and the appropriate local, State, and federal hazardous waste regulations. Handling and management of hazardous materials would comply with the current Caltrans Standard Specification Section 14-11, Hazardous Waste and Contamination, which outlines handling, storing, and disposing of hazardous waste.

MM-HAZ-2: Soil and Groundwater Investigation. The 76 Gas Station is a high-risk site. A Phase II environmental site assessment of the subsurface soil and groundwater within the acquisition area will be conducted. At a minimum, the Phase II study should investigate the area and maximum depth where construction is anticipated to disturb the subsurface soil and encounter groundwater. If results of the Phase II environmental site assessment determine acceptable levels, then no further action is needed. If results are determined to be above acceptable levels, the site where contamination occurs would need to be contained, excavated, and hauled off to a proper disposal site.

MM-HAZ-3: Yellow Traffic Stripes. Yellow traffic striping will be removed and disposed of in accordance with Caltrans Standard Special Provisions for hazardous waste. Caltrans *Guideline for Selecting Materials and Standard Special Provisions for Traffic Striping and Pavement Marking* (October 2019) contains guidelines for disposal of yellow traffic striping.

MM-HAZ-4: Asbestos-containing Materials and Lead in Buildings. Any structure planned for modification or demolition, including the existing bridge, must be evaluated for the presence of lead and asbestos-containing materials by a California-certified asbestos and lead inspector prior to demolition or modification. If asbestos is present, a certified asbestos abatement specialist will monitor the disposal of the asbestos-containing materials as they are uncovered. A Lead Compliance Plan will be prepared to address workers' health and safety.

MM-HAZ-5: Transformers. If the relocation of power facilities or high-voltage power lines is required, existing transformers should be tested for the presence of polychlorinated biphenyls (PCBs) or other hazardous materials. Identification, testing, and remediation of the old transformers is the responsibility of the utility owner.

MM-HAZ-6: Groundwater Monitoring Wells. The contractor will be informed of the potential to encounter monitoring wells. If a well is encountered during construction, Placer County Environmental Health Department will be contacted to determine if the well is still active. If the well is determined to be active, coordination will occur between the City and Placer County Environmental Health Department to determine if the well needs to be replaced. If the well is determined abandoned, Placer County Environmental Health Department will be contacted for well abandonment procedures and permitting requirements.

4.2.10 Hydrology and Water Quality

Would the project:

Question	CEQA Determination
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	Less than Significant Impact
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such the project may impede sustainable groundwater management of the basin?	No Impact
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i. result in substantial erosion or siltation on- or off-site;	Less than Significant Impact
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	Less than Significant Impact
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	Less than Significant Impact
iv. impede or redirect flood flows?	No Impact
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	No Impact
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	No Impact

CEQA Significance Determinations for Hydrology and Water Quality

A Water Quality Assessment Memo (Jacobs 2022f) was completed for the project. This section summarizes the findings of that review.

The climate in western Placer County is characterized by hot, dry summers and winters with moderate to heavy precipitation. Precipitation falls as rain resulting from extensive storms that originate in the Pacific Ocean. Normal annual precipitation varies with elevation and is approximately 19 to 21 inches near the project site (Jacobs 2022f). Runoff occurs primarily from rainfall.

The project contains flat areas and sloped areas. I-80 in the project area has elevations ranging from 283 to 286 feet, and Rocklin Road crossing under I-80 has elevations ranging from 265 to 270 feet. Most of the soils within the project area are human-modified material (e.g., cut and fill) that have high runoff potential and may be subject to erosion by water. The remaining soils have a moderate rate of runoff and moderate infiltration rates.

The project site lies within the Sacramento River Hydrologic Region and Secret Ravine Watershed, which is the largest subwatershed of the Dry Creek Watershed. The project site drainage pattern is as follows:

- On the north side of Rocklin Road between I-80 and Aguilar Road, drainage is from the southwest to the northeast.
- On the south side of Rocklin Road between I-80 and Aguilar Road, drainage is from the west to the east.

- West of I-80, all drainage is to the southwest.

According to Federal Emergency Management Agency mapping, the project is primarily outside of floodplain areas. A small portion of the project area at the Rocklin Road bridge over Secret Ravine is designated as Zone AE, which represents an area with a 1% chance of flooding with a base flood elevation derived from hydraulic analyses.

No total maximum daily loads (TMDLs) or other numeric water quality criteria apply to the receiving water bodies within the project limits. Downstream receiving waters are listed as impaired under Clean Water Action Section 303(d). Table 4 identifies these water quality impairments and TMDL status for the downstream receiving waters.

Table 4. Section 303(d) Impairments for Downstream Receiving Water Bodies

Reach	Section 303(d) – Listed Impairments	Expected TMDL Completion Date
Dry Creek (Placer and Sacramento Counties)	Indicator Bacteria	2027
Natomas East Main Drainage Canal (also known as Steelhead Creek) downstream of Arcade Creek	PCBs Mercury	2020 2027
Sacramento River (Knights Landing to Delta)	Mercury DDT Chlordane Dieldrin PCBs Toxicity	2012 2027 2021 2022 2021 2027

Note:

DDT = dichlorodiphenyltrichloroethane

The *Preliminary Geotechnical Design Report* indicates that groundwater was not encountered during field investigations with borings to depths of 36 to 56 feet (Jacobs 2022i). Groundwater levels may fluctuate locally due to rainfall, withdrawal, and recharge, and may perch seasonally above hard and intact granitic rock. However, based on the borings, groundwater is not anticipated to be encountered during project construction.

a) Less than Significant Impact

The project would not violate water quality standards or waste discharge requirements. Changes in surface runoff would be accommodated by the existing municipal stormwater facilities, including the drainage improvements and water quality control features included in the project.

The project's drainage design focused on preserving existing drainage patterns as much as possible. Drainage systems that conflict with realigned ramps would be relocated to the proposed shoulder. Existing cross culverts that are affected by pavement widening grading limits would be extended as needed. Where necessary, drainage inlet grates would be adjusted to match the proposed grade. Note that no roadway improvements are planned to the bridge at Secret Ravine or within the Secret Ravine floodplain.

As part of the design work to date, stormwater quality BMPs were considered and recommended for inclusion in the drainage plan. Based on Caltrans design criteria, the project would include the following BMPs:

- A biofiltration swale would be installed along the east side of the I-80 eastbound on-ramp.
- A biofiltration swale would be installed along the west side of the I-80 westbound on-ramp.
- The existing infiltration area at the I-80 eastbound off-ramp would be reconfigured and upgraded to accommodate the new off-ramp.

The proposed treatment BMPs have been developed to treat the entire post-construction treatment area, calculated as 2.1 acres. The proposed BMPs can treat approximately 3.7 acres of impervious area, which exceeds the required treatment area of 2.1 acres.

During construction, excavation and earth-moving activities could result in temporary water quality impacts such as increased sediment discharge and increased turbidity to receiving waters. In addition, impacts to water quality could result from staging and active construction including the release of fluids, concrete material, construction debris, sediment, and litter. To prevent or reduce these impacts, temporary construction site BMPs would be deployed for sediment control, stormwater management, spill control, and materials management.

The project would disturb more than 1 acre during construction; therefore, preparation of a SWPPP is required. As part of the project design, a preliminary list of construction site BMPs has been selected. The following proposed BMPs would be reviewed and confirmed with Caltrans during final design:

- Temporary fiber roll
- Temporary construction entrance
- Move-in/move-out
- Temporary drainage inlet protection
- Temporary hydraulic mulch
- Temporary check dam
- Storm water sampling and analysis
- Rain Event Action Plan
- Stormwater Annual Report
- Job site management
- Street sweeping
- Temporary concrete washout

The project would not substantially degrade surface or groundwater quality. In addition, the project would not violate water quality standards or waste discharge requirements; therefore, impacts would be less than significant.

b) No Impact

The project would have no effect on groundwater supplies or groundwater recharge areas. There would be no impact.

c) Less than Significant Impact

As described above, the project would not create runoff that would exceed existing storm drain systems or create substantial additional sources of polluted runoff. The project would not impede or redirect flood flows and would not substantially alter the existing drainage pattern of the site.

The project would result in a net increase of 2.1 acres of impervious surface. This increase results in a net increase to runoff from the site of 4.43 cubic feet per second during a 25-year storm; however, the project includes appropriate post-construction stormwater treatment measures . The impact would be less than significant.

d) No Impact

The majority of the project corridor is not located within the 100-year floodplain as defined by Federal Emergency Management Agency Flood Insurance Rates Maps. A small portion of the project is within a flood zone with 1 percent chance of flooding at Secret Ravine. The proposed project is not in flood hazard, seiche, or tsunami zone.

Project improvements and grading would be minimized and located to limit encroachments of fill slopes into the existing floodplain. Proposed widening would start beyond the limits of the main Secret Ravine floodplain. The existing bridge and sidewalk are preserved. Therefore, there would be no impacts to the floodplain.

The project would not encroach into the floodplain or cause a rise in the base flood elevation, which could affect adjacent properties. Therefore, there would be no increased risk of flooding on the bridge and within the project area.

e) No Impact

As described above, the project would be consistent with water quality standards and waste discharge requirements. The project is not within a groundwater basin; therefore, there is no sustainable groundwater management plan applicable to the project area. For these reasons, there would be no impact.

4.2.11 Land Use and Planning

Would the project:

Question	CEQA Determination
a) Physically divide an established community?	No Impact
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	No Impact

CEQA Significance Determinations for Land Use and Planning

The City of Rocklin's General Plan identifies goals, policies, and action plans that generally focus on promoting orderly and well-planned development that enhances the community.

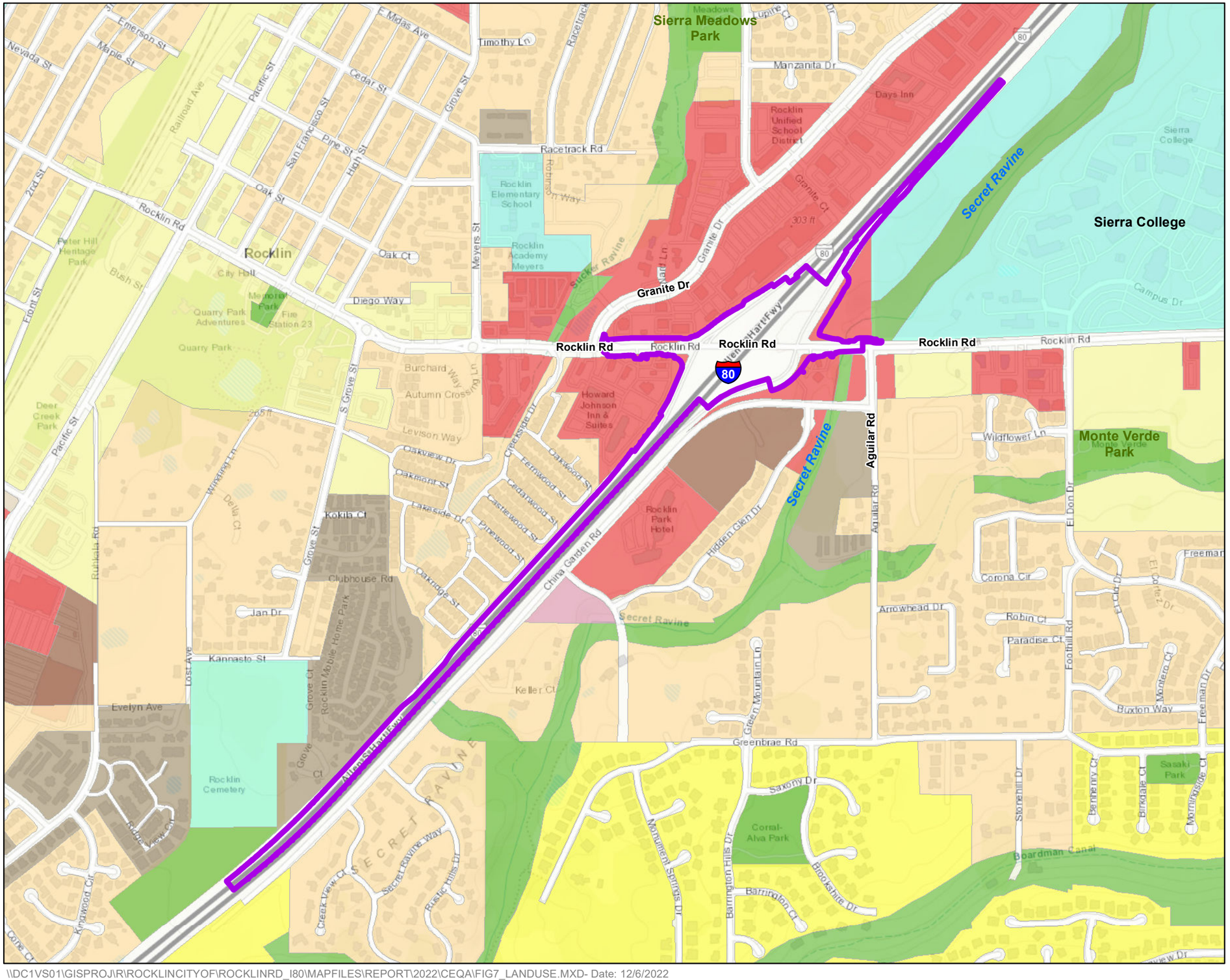
The Rocklin *General Plan Land Use Map* (City of Rocklin 2021b) identifies the following land uses within the project vicinity (Figure 7):

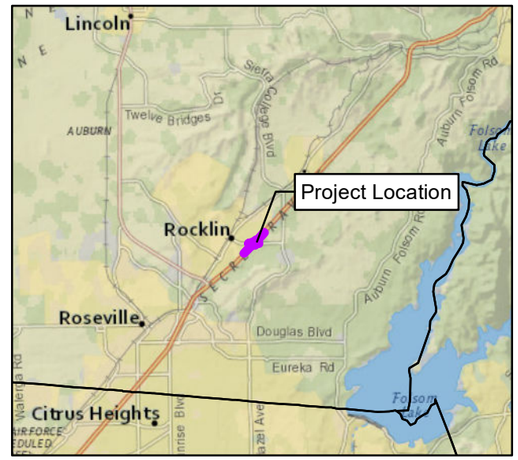
- Retail/Commercial
- Public/Quasi-Public
- Recreation/Conservation
- Professional Office
- Medium Density Residential
- Medium – High Density Residential
- High Density Residential
- Mixed Use

The project is primarily within public right-of-way administered by the City of Rocklin and Caltrans, with minor areas designated retail/commercial along the perimeter of the project footprint (City of Rocklin 2021b). Secret Ravine, a perennial creek, crosses under Rocklin Road and is designated as Recreation/Conservation and zoned as Open Area. Additionally, Sierra College in the eastern portion of the project is zoned as Planned Development Community College.

a, b) No Impact

The project involves improvements relating to safety and operation of Rocklin Road and the Rocklin Road/I-80 Interchange by relieving existing congestion and improving vehicle, pedestrian, and bicycle safety. The project would support the City of Rocklin's General Plan goal to decrease reliance on automobile use and increase the use of alternative modes of transportation as wells as maximize efficiency of services (City of Rocklin 2012a). The project would not cause a significant environmental impact as a result of conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The project would not divide an established community. Therefore, there would be no impact.





Legend

- Project Area

Rocklin General Plan Land Use

- BP - Professional Office
- RC - Retail Commercial
- SC - Service Commercial
- MU - MIXED USE; MU - Mixed Use
- PQP - Public-Quasi Public
- HDR - High Density Residential
- MHDR - Medium High Density Residential
- MDR - Medium Density Residential
- LDR - Low Density Residential
- Recreation-Conservation

N

0 200 400

Feet

Figure 7
Land Use
Rocklin Road and Interstate 80 Interchange Project
Rocklin, California

\\DC1VS01\GISPROJ\R\ROCKLINCITYOF\ROCKLINRD_I80\MAPFILES\REPORT\2022\CEQA\FIG7_LANDUSE.MXD- Date: 12/6/2022

Jacobs

4.2.12 Mineral Resources

Would the project:

Question	CEQA Determination
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	No Impact
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	No Impact

CEQA Significance Determinations for Mineral Resources

Granite extraction began in the 1860s and was a mineral resource popular within Rocklin because the granite was even-textured, very hard, available in large blocks, and has the ability to take in a high polish (City of Rocklin 2012b). Established in 1861, Bradays Quarry was the first granite quarry in Rocklin, and Big Gun Quarry was one of the last active granite quarries in Rocklin. Additionally, gravel was seldom commercially excavated in Rocklin due to concerns of the presence of mica, which can be detrimental to the aesthetic of gravel and its durability. No quarries remain active.

The project is within the California Department of Conservation Mineral Resource Zones described in the California Surface Mining and Reclamation Act Mineral Land Classification Reports. According to Special Report 245, the project is located within Mineral Land Classification: Concrete Aggregate in the Greater Sacramento Area Production-Consumption Region (California Department of Conservation 2022).

a, b) No Impact

The project would not result in the loss of availability of a known mineral resource that would be of value or result in the loss of availability of a locally important mineral resource recovery site. Therefore, no impact would occur.

4.2.13 Noise

Would the project result in:

Question	CEQA Determination
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Less than Significant Impact with Mitigation Incorporated
b) Generation of excessive groundborne vibration or groundborne noise levels?	Less than Significant Impact with Mitigation Incorporated
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	No Impact

CEQA Significance Determinations for Noise

A noise screening memo (Jacobs 2022g) was prepared for the project. The project is a Type III project and does not qualify as either a Type I or Type II project under 23 CFR 772. A project is considered a Type I project if the horizontal alteration halves the distance between the noise receptor and the noise source. This road alteration would not halve the distance and, therefore, is not a substantial horizontal alteration. A Type II project is a federal highway project for noise abatement on an existing highway.

Therefore, noise abatement does not need to be considered, and a noise study report is not required.

a) Less than Significant Impact with Mitigation Incorporated

During construction, sensitive receptors in the area may be affected by noise generated from construction activities. The nearest noise-sensitive receptor is the outdoor use area at the SureStay Plus Hotel and Sierra Lakes Mobile Home Park. The Sierra Lakes Mobile Home Park is approximately 70 feet from the existing roadway, and the outdoor use area at the SureStay Plus Hotel is approximately 130 feet from the existing roadway. The proposed on-ramp and travel lanes southbound of I-80 would decrease the distance between the SureStay Plus Hotel to approximately 90 feet and the Sierra Lakes Mobile Home Park to 50 feet. However, this proposed road alteration would not be substantial compared to existing conditions.

The Caltrans 2018 Standard Specifications 14-8.02 states noise should not exceed 86 A-weighted decibels at 50 feet from the job site between the hours of 9 p.m. and 6 a.m. A temporary increase in ambient noise levels during construction would occur; however, implementation of MM-NOI-1 and MM-NOI-2 included at the end of this section would reduce the impact from noise to less than significant.

The project would also be subject to the City of Rocklin Construction Noise Guidelines (City of Rocklin 2022d), including restricting construction-related noise-generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 7:00 p.m. on weekends to the satisfaction of the City Engineer or Building Official. Therefore, impacts associated with substantial temporary increases in the ambient noise environment or generation of excessive groundborne noise levels during construction would be less than significant.

The project would not increase capacity; therefore, a permanent increase in ambient noise levels above existing conditions would not occur; thus, there would be no impact during operation.

b) Less than Significant Impact with Mitigation Incorporated

The project would not create excessive groundborne vibration or groundborne noise levels. Increases in noise levels from construction activities would be temporary. Implementation of MM-NOI-1 and MM-NOI-2 included at the end of this section would reduce noise and vibration impacts during construction; therefore, the impact would be less than significant.

The project would not result in an increase in capacity; therefore, the project would not increase groundborne vibration or groundborne noise levels compared to existing conditions; thus, there would be no impact.

c) No Impact

The project is not located in the vicinity of a private airstrip or within 2 miles of a public airport. Therefore, the project would not expose people residing or working in the project area to excessive noise. There would be no impact.

Mitigation Measures

MM-NOI-1: Specifications for Controlling Noise and Vibration. Construction noise exceeding 86 A-weighted decibels at 50 feet from the job site will not be allowed to occur at night between the hours of 9 p.m. to 6 a.m.

MM-NOI-2: Noise Levels during Construction. The following measures will be implemented during construction to reduce noise:

- Schedule noisy operations within the same timeframe. The total noise level will not be substantially greater than the level produced if operations are performed separately.
- Construct temporary noise barriers between noisy activities and noise-sensitive receptors or around activities with high noise levels or groups of noisy equipment.
- Avoid unnecessary idling of internal combustion engines, regardless of proximity to sensitive receptors.
- Locate all stationary noise-generating construction equipment as far as practicable from noise-sensitive receptors, or provide baffled housing or sound aprons to equipment when sensitive receptors adjoin or are near a construction project area.
- Equip all internal combustion engine-driven equipment with manufacturer-recommended intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- Use quiet air compressors and other quiet equipment where such technology exists.
- No construction equipment will be delivered and dropped off before 6 a.m.
- Maintain all internal combustion engines properly to minimize noise generation.

4.2.14 Population and Housing

Would the project:

Question	CEQA Determination
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	No Impact
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	No Impact

CEQA Significance Determinations for Population and Housing

a, b) No Impact

The project proposes to improve safety and operation of Rocklin Road and the Rocklin Road/I-80 Interchange through improvements of pedestrian and bicycle access and reduction in vehicle congestion. The project would not induce substantial, unplanned population growth either directly or indirectly because it does not increase the capacity of the roadway, remove barriers to future growth, or increase population or housing growth (or demand for new housing, utilities, or public services). The project would not displace existing people or housing or necessitate the construction of replacement housing elsewhere. There would be no impact to population and housing.

4.2.15 Public Services

Question	CEQA Determination
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	
Fire protection?	No Impact
Police protection?	No Impact
Schools?	No Impact
Parks?	No Impact
Other public facilities?	No Impact

CEQA Significance Determinations for Public Services

The project falls under the jurisdiction of Rocklin Police Department, located at 4080 Rocklin Road in Rocklin (City of Rocklin 2022c). The Rocklin Fire Department provides fire protection services in the project area. The fire station nearest to the project area is located at 4060 Rocklin Road in Rocklin, approximately 0.4 mile west of the project area (City of Rocklin 2022b).

One college and one elementary school are within approximately 0.25 mile of the project area. Sierra College, at the Campus Drive entrance, is approximately 0.25 mile east of the easternmost edge of the project from Rocklin Road. Rocklin Elementary School is located on Meyers Street, approximately 0.23 mile northwest of the westernmost edge of the project on Rocklin Road. Rocklin Elementary School is within the Rocklin Unified School District. No recreational facilities are within the project limits.

a) No Impact

The project would not result in any alteration of government facilities, such as fire and police protection, schools, parks, or other public facilities. Additionally, the proposed project would not trigger the need for new government facilities or alter the demand for public services. There would be no impact.

4.2.16 Recreation

Question	CEQA Determination
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	No Impact
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	No Impact

CEQA Significance Determinations for Recreation

There are no recreational facilities within the project limits. The nearest public park is the Monte Verde Park, approximately 0.27 mile southeast of the project area. Sierra Meadows Park is approximately 0.3 mile north of the project area (Figure 7), and Memorial Park is approximately 0.4 mile west of the project area. These public parks are owned and administered by the City of Rocklin. Quarry Park is approximately 0.4 mile west of the project area and is home to an adventure park, amphitheater, trails, open space, and wildlife. The City of Rocklin has partnered with Quarry Park Adventures for recreational activities at this facility.

Secret Ravine, a perennial creek that crosses under Rocklin Road, is a designated Recreation/ Conservation area by the City of Rocklin (City of Rocklin 2021b). There is no designated public access to Secret Ravine within the project footprint.

a) No Impact

The project would not increase the use of any existing recreational facilities. There would be no impact.

b) No Impact

The project does not include recreational facilities or require the construction or expansion of recreational facilities. There would be no impact.

4.2.17 Transportation

Would the project:

Question	CEQA Determination
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	No Impact
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	No Impact
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	No Impact
d) Result in inadequate emergency access?	Less than Significant Impact with Mitigation Incorporated

CEQA Significance Determinations for Transportation

A Transportation Analysis Report (Fehr & Peers 2022) was completed for the project. This section summarizes the findings of that review.

Under 2018 conditions, Rocklin Road operated at level of service C or better during the AM peak hour; the highest delays occurred on the eastbound I-80 off-ramp associated with traffic demand for Sierra College. A greater amount of congestion occurred during the PM peak-hour conditions as a result of high demand for the westbound left turn from Rocklin Road to the westbound I-80 on-ramp. The resulting traffic would often extend past Aguilar Road, resulting in level of service D conditions. I-80 generally operated acceptably with two eastbound locations near capacity: Sierra College Boulevard off-ramp during the AM peak hour and SR 65 off-ramp during the PM peak hour.

a) No Impact

The project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. The project would maintain and improve existing Rocklin Road but not increase the capacity of the roadway. Therefore, there would be no impact.

b) No Impact

The project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). The Transportation Analysis Report evaluated the project's effect on general travel conditions by measuring the expected total VMT in Placer County. Based on the analysis, the project would be expected to reduce travel by 1,000 vehicle-miles per day as a result of reduced congestion and shorter, more direct routes to driver destinations. The project is unlikely to generate an increase in vehicle travel because it would improve roadway operations on local streets and substantially improve conditions for pedestrians and bicyclists. Therefore, there would be no impact.

c) No Impact

The project does not include any design features or construction elements that would substantially increase hazards (e.g., sharp curves or dangerous intersections). The project's DDI configuration is expected to improve traffic safety; and under both Options 1 and 2, safety for pedestrians and bicyclists would be improved. There would be no impact.

d) Less than Significant Impact with Mitigation Incorporated

The project would not result in inadequate emergency access. Project construction could cause short-term, localized, traffic congestion and delays, resulting from temporary closures throughout the project corridor. One-way traffic control would be required during construction, with some nighttime detours.

Under the TMP (see MM TRANS-1 at the end of this section), medical and emergency vehicles would be able to continue to use routes along the project corridor to serve fire, medical, and law enforcement purposes. Flaggers would give priority to emergency vehicles. The impact would be less than significant with mitigation incorporated.

Mitigation Measure

MM-TRANS-1: Traffic Management Plan. To minimize potential effects from construction activities to motorists, bicyclists, or pedestrians using local streets, a TMP would be developed and implemented throughout construction. The TMP would include public information, motorist information, incident management, construction, and alternate routes or detours. The TMP would also include elements, such as detour and haul routes, one-way traffic controls to minimize speeds and congestion, flag workers, and phasing, to reduce impacts to local residents and I-80 travelers as much as feasible and maintain access to businesses in the local area. The TMP would also provide access for police, fire, and medical services in the local area. Detour routes would be planned in coordination with the City of Rocklin and Caltrans, and would include notices to emergency service providers, transit operators, and the public in advance.

4.2.18 Tribal Cultural Resources

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

Question	CEQA Determination
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	No Impact
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	No Impact

CEQA Significance Determinations for Tribal Cultural Resources

The City of Rocklin contacted the Native American Heritage Commission on November 1, 2021, and the Commission responded on December 29, 2021, with a contact list and a negative Sacred Land File search result. Native American consultation letters for Section 106 and AB 52 were sent by mail to the following contacts for tribes traditionally associated with the project area on February 8, 2022:

- Serrell Smokey (Chairperson) and Darrel Cruz (Tribal Historic Preservation Officer), Washoe Tribe of Nevada and California
- Gene Whitehouse (Chairperson) and Matthew Moore (Tribal Historic Preservation Officer), United Auburn Indian Community (UAIC)
- Michael Mirelez (Cultural Resource Coordinator), Torres Martinez, Desert Cahuilla Indians
- Regina Cuellar (Chairperson) and James Sarmento (Director of Cultural Resources), Shingle Springs Band of Miwok Indians
- Sara D. Setshwaelo (Chairperson), Ione Band of Miwok Indians
- Clyde Prout (Chairperson), Colfax-Todds Valley Consolidated Tribe
- Jesus G. Tarango, Jr. (Chairperson) and Steven Hutchason (Tribal Historic Preservation Officer), Wilton Rancheria

The City received responses from two tribes: UAIC and Wilton Rancheria. UAIC responded to the request for AB 52 consultation with a request, initiated March 14, 2022, to visit the site. The site visit took place June 29, 2022. Attendees included David Mohlenbrok and Matt McClure of the City of Rocklin, Joshua Stewart of UAIC, and Heather Price of Jacobs. The group discussed the details of the project work and walked the portion of the site that concerned the UAIC. At the end of the visit, the UAIC representative concluded that he had no concerns.

The City's request to tribal representatives for interest in consultation and for project area information is ongoing (Jacobs 2022c).

a, b) No Impact

The project would not cause a substantial adverse change in the significance of a tribal cultural resource. No tribal cultural resources were reported in record searches, and AB 52 consultation to date has indicated no tribal concerns. Based on this information, there would be no impact.

4.2.19 Utilities and Service Systems

Would the project:

Question	CEQA Determination
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	Less than Significant Impact
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	No Impact
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	No Impact
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	No Impact
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	No Impact

CEQA Significance Determinations for Utilities and Service Systems

Rocklin Road contains underground utilities; however, most utilities would be completely avoided during construction of the project. Minor utility relocations to accommodate the DDI would be required during construction.

a) Less than Significant Impact

The project would not result in the construction of new or expanded utilities. Major utility conflicts are not anticipated, and utility verification would be conducted prior to construction to confirm any minor utility realignments that need to occur. The City of Rocklin would coordinate with the appropriate utility provider; therefore, the impact would be less than significant.

b, c, d, e) No Impact

The project would not generate a demand for potable water supplies or the services of a wastewater treatment provider; therefore, there would be no impact.

The proposed project would not result in any substantial demands for solid waste disposal and would comply with federal, State, and local statutes regarding the disposal of solid waste. There would be no impact.

4.2.20 Wildfire

Would the project:

Question	CEQA Determination
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	Less than Significant Impact with Mitigation Incorporated
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	No Impact
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	No Impact
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	No Impact

CEQA Significance Determinations for Wildfire

The project is located within a State Responsibility Area for wildfire prevention and suppression and is not within a very high fire hazard severity zone (CAL FIRE 2008). Therefore, there is low potential for wildfire to occur in the project area.

a) Less than Significant Impact with Mitigation Incorporated

The project would not impair an adopted emergency response plan or emergency evacuation plan. Emergency access would be maintained throughout the construction period.

As stated in Section 4.2.17, Transportation, a TMP would be developed during the design phase and would provide priority for emergency responders traveling along Rocklin Road and I-80 during construction activities. The TMP would also provide instructions for response and evacuation in case of an emergency. Therefore, the impact would be less than significant with mitigation incorporated.

b, c, d) No Impact

The construction and operation of the project would not exacerbate wildfire risks, require the installation or maintenance of infrastructure that may exacerbate wildfire risk, or expose people or structures to significant risks as a result of runoff, post-fire slope instability, or drainage changes. The project proposes to modify the Rocklin Road/I-80 Interchange from the existing standard diamond-type to a DDI and create a dedicated crossing for pedestrians and bicyclist. The project does not involve the occupation of habitable structures and does not include the installation of associated infrastructure that would exacerbate wildfire risk. There would be no impact.

4.2.21 Mandatory Findings of Significance

Question	CEQA Determination
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	Less than Significant Impact with Mitigation Incorporated
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	Less than Significant Impact with Mitigation Incorporated
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Less than Significant Impact with Mitigation Incorporated

CEQA Significance Determinations for Mandatory Findings of Significance

a) Less than Significant Impact with Mitigation Incorporated

The project would not substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number of or restrict the range of a rare or endangered plant or animal.

The project would result in temporary, minor, and construction-related impacts; however, with the implementation of mitigation measures, these potentially significant impacts would be reduced to less than significant levels.

b) Less than Significant Impact with Mitigation Incorporated

In analyzing the project's potential cumulative environmental effects, the analysis determines which resources would be significantly affected by the project and whether there could be a detrimental condition or deterioration in health of a resource within the context of impacts from past, present, and other reasonably foreseeable future actions. The analysis determines whether, collectively, the project and the foreseeable condition combine to result in a cumulative impact.

The project involves the reconfiguration of existing infrastructure along a transportation corridor. The project would occur primarily within Caltrans and City of Rocklin right-of-way with the additional use of temporary easements during construction and acquisition of slivers of properties directly adjacent to the project area. The project would not substantially convert lands to new or different uses, increase roadway capacity, induce growth, or otherwise change land use patterns. The project would not result in long-term, adverse environmental effects, and so would not contribute to cumulative environmental impacts. Impacts from the project are anticipated to be incremental in nature and not cumulatively considerable when considering the entire project location and region.

There are no past or present projects in the immediate project area that would contribute to cumulative impacts. There are no future projects in the vicinity that are anticipated to occur in proximity to the project that would contribute to cumulative impacts.

The project would not contribute to substantial cumulative environmental impacts; and project-related impacts to resources would be reduced with the proper implementation of mitigation measures. Therefore, the impact would be less than significant with mitigation incorporated.

c) Less than Significant Impact with Mitigation Incorporated

This project would not adversely affect human beings either directly or indirectly. Project impacts are anticipated to result mostly from construction-related delays and traffic management. Intermittent night work could occur. Daytime work would occur with the potential to affect businesses in proximity to the project area; however, implementation of mitigation measures would address dust-, noise-, and traffic-related impacts. Temporary construction-related activities would result in less than significant environmental impacts, with mitigation incorporated, to human beings.

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Appendix A
Species Lists

Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database

Query Criteria: Quad IS (Rocklin (3812172) OR Lincoln (3812183) OR Gold Hill (3812182) OR Auburn (3812181) OR Roseville (3812173) OR Pilot Hill (3812171) OR Citrus Heights (3812163) OR Folsom (3812162) OR Clarksville (3812161))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Accipiter cooperii Cooper's hawk	ABNKC12040	None	None	G5	S4	WL
Agelaius tricolor tricolored blackbird	ABPBXB0020	None	Threatened	G1G2	S2	SSC
Alkali Meadow Alkali Meadow	CTT45310CA	None	None	G3	S2.1	
Alkali Seep Alkali Seep	CTT45320CA	None	None	G3	S2.1	
Allium jepsonii Jepson's onion	PMLIL022V0	None	None	G2	S2	1B.2
Ammodramus savannarum grasshopper sparrow	ABPBXA0020	None	None	G5	S3	SSC
Ammonitella yatesii tight coin (=Yates' snail)	IMGASB0010	None	None	G1	S1	
Andrena blennospermatis Blennosperma vernal pool andrenid bee	IIHYM35030	None	None	G2	S1	
Andrena subapasta An andrenid bee	IIHYM35210	None	None	G1G2	S1S2	
Antrozous pallidus pallid bat	AMACC10010	None	None	G4	S3	SSC
Aquila chrysaetos golden eagle	ABNKC22010	None	None	G5	S3	FP
Ardea alba great egret	ABNGA04040	None	None	G5	S4	
Ardea herodias great blue heron	ABNGA04010	None	None	G5	S4	
Athene cunicularia burrowing owl	ABNSB10010	None	None	G4	S2	SSC
Balsamorhiza macrolepis big-scale balsamroot	PDAST11061	None	None	G2	S2	1B.2
Banksula californica Alabaster Cave harvestman	ILARA14020	None	None	GH	SH	
Banksula galilei Galile's cave harvestman	ILARA14040	None	None	G1	S1	
Bombus morrisoni Morrison bumble bee	IIHYM24460	None	None	G3	S1S2	
Bombus occidentalis western bumble bee	IIHYM24252	None	Candidate Endangered	G3	S1	

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Bombus pensylvanicus American bumble bee	IIHYM24260	None	None	G3G4	S2	
Branchinecta lynchi vernal pool fairy shrimp	ICBRA03030	Threatened	None	G3	S3	
Buteo swainsoni Swainson's hawk	ABNKC19070	None	Threatened	G5	S4	
Calystegia stebbinsii Stebbins' morning-glory	PDCON040H0	Endangered	Endangered	G1	S1	1B.1
Carex xerophila chaparral sedge	PMCYP03M60	None	None	G2	S2	1B.2
Ceanothus roderickii Pine Hill ceanothus	PDRHA04190	Endangered	Rare	G1	S1	1B.1
Chlorogalum grandiflorum Red Hills soaproot	PMLIL0G020	None	None	G3	S3	1B.2
Chloropyron molle ssp. hispidum hispid salty bird's-beak	PDSCR0J0D1	None	None	G2T1	S1	1B.1
Clarkia biloba ssp. brandegeeae Brandegee's clarkia	PDONA05053	None	None	G4G5T4	S4	4.2
Corynorhinus townsendii Townsend's big-eared bat	AMACC08010	None	None	G4	S2	SSC
Cosumnoperla hypocrena Cosumnes stripetail	IIPLE23020	None	None	G2	S2	
Crocanthemum suffrutescens Bisbee Peak rush-rose	PDCIS020F0	None	None	G2?Q	S2?	3.2
Desmocerus californicus dimorphus valley elderberry longhorn beetle	IICOL48011	Threatened	None	G3T3	S3	
Downingia pusilla dwarf downingia	PDCAM060C0	None	None	GU	S2	2B.2
Elanus leucurus white-tailed kite	ABNKC06010	None	None	G5	S3S4	FP
Emys marmorata western pond turtle	ARAAD02030	None	None	G3G4	S3	SSC
Erethizon dorsatum North American porcupine	AMAFJ01010	None	None	G5	S3	
Falco columbarius merlin	ABNKD06030	None	None	G5	S3S4	WL
Falco peregrinus anatum American peregrine falcon	ABNKD06071	Delisted	Delisted	G4T4	S3S4	FP
Fremontodendron decumbens Pine Hill flannelbush	PDSTE03030	Endangered	Rare	G1	S1	1B.2
Fritillaria agrestis stinkbells	PMLIL0V010	None	None	G3	S3	4.2

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Fritillaria eastwoodiae Butte County fritillary	PMLIL0V060	None	None	G3Q	S3	3.2
Galium californicum ssp. sierrae El Dorado bedstraw	PDRUB0N0E7	Endangered	Rare	G5T1	S1	1B.2
Gratiola heterosepala Boggs Lake hedge-hyssop	PDSCR0R060	None	Endangered	G2	S2	1B.2
Haliaeetus leucocephalus bald eagle	ABNKC10010	Delisted	Endangered	G5	S3	FP
Hydrochara rickseckeri Ricksecker's water scavenger beetle	IICOL5V010	None	None	G2?	S2?	
Juncus leiospermus var. ahartii Ahart's dwarf rush	PMJUN011L1	None	None	G2T1	S1	1B.2
Juncus leiospermus var. leiospermus Red Bluff dwarf rush	PMJUN011L2	None	None	G2T2	S2	1B.1
Lasionycteris noctivagans silver-haired bat	AMACC02010	None	None	G3G4	S3S4	
Laterallus jamaicensis coturniculus California black rail	ABNME03041	None	Threatened	G3T1	S2	FP
Lathyrus sulphureus var. argillaceus dubious pea	PDFAB25101	None	None	G5T1T2Q	S1S2	3
Legenere limosa legenere	PDCAM0C010	None	None	G2	S2	1B.1
Lepidurus packardi vernal pool tadpole shrimp	ICBRA10010	Endangered	None	G3	S3	
Linderiella occidentalis California linderiella	ICBRA06010	None	None	G2G3	S2S3	
Melospiza melodia pop. 1 song sparrow ("Modesto" population)	ABPBXA3013	None	None	G5T3?Q	S3?	SSC
Nannopterum auritum double-crested cormorant	ABNFD01020	None	None	G5	S4	WL
Navarretia myersii ssp. myersii pincushion navarretia	PDPLM0C0X1	None	None	G2T2	S2	1B.1
Northern Hardpan Vernal Pool Northern Hardpan Vernal Pool	CTT44110CA	None	None	G3	S3.1	
Northern Volcanic Mud Flow Vernal Pool Northern Volcanic Mud Flow Vernal Pool	CTT44132CA	None	None	G1	S1.1	
Oncorhynchus mykiss irideus pop. 11 steelhead - Central Valley DPS	AFCHA0209K	Threatened	None	G5T2Q	S2	
Orcuttia viscida Sacramento Orcutt grass	PMPOA4G070	Endangered	Endangered	G1	S1	1B.1
Packera layneae Layne's ragwort	PDAST8H1V0	Threatened	Rare	G2	S2	1B.2

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Pandion haliaetus osprey	ABNKC01010	None	None	G5	S4	WL
Progne subis purple martin	ABPAU01010	None	None	G5	S3	SSC
Rana boylii pop. 3 foothill yellow-legged frog - north Sierra DPS	AAABH01053	None	Threatened	G3T2	S2	
Rana boylii pop. 5 foothill yellow-legged frog - south Sierra DPS	AAABH01055	Proposed Endangered	Endangered	G3T2	S2	
Rana draytonii California red-legged frog	AAABH01022	Threatened	None	G2G3	S2S3	SSC
Riparia riparia bank swallow	ABPAU08010	None	Threatened	G5	S3	
Sagittaria sanfordii Sanford's arrowhead	PMALI040Q0	None	None	G3	S3	1B.2
Spea hammondii western spadefoot	AAABF02020	None	None	G2G3	S3S4	SSC
Taxidea taxus American badger	AMAJF04010	None	None	G5	S3	SSC
Valley Needlegrass Grassland Valley Needlegrass Grassland	CTT42110CA	None	None	G3	S3.1	
Viburnum ellipticum oval-leaved viburnum	PDCPR07080	None	None	G4G5	S3?	2B.3
Wyethia reticulata El Dorado County mule ears	PDAST9X0D0	None	None	G2	S2	1B.2

Record Count: 73

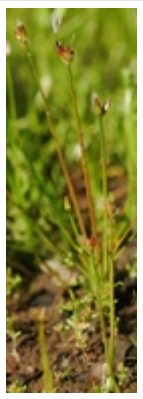
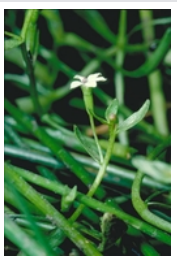
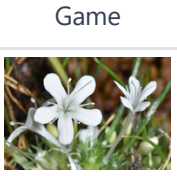
California Native Plant Society

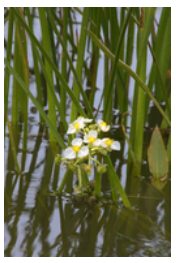
Search Results

21 matches found. Click on scientific name for details

Search Criteria: CRPR is one of [**1A:1B:2A:2B**] Fed List is one of [**FE:FT:FC:None**] **and** State List is one of [**CE:CT:CR:CC:None**] , Quad is one of [**3812173:3812172:3812162:3812163:3812161:3812171:3812183:3812182:3812181**]

▲ SCIENTIFIC NAME	COMMON NAME	FAMILY	LIFEFORM	BLOOMING PERIOD	FED LIST	STATE LIST	GLOBAL RANK	STATE RANK	CA RARE PLANT RANK	CA ENDEMIC	DATE ADDED	PHOTO
Allium jepsonii	Jepson's onion	Alliaceae	perennial bulbiferous herb	Apr-Aug	None	None	G2	S2	1B.2	Yes	1994-01-01	 © 2019 Steven Perry
Balsamorhiza macrolepis	big-scale balsamroot	Asteraceae	perennial herb	Mar-Jun	None	None	G2	S2	1B.2	Yes	1974-01-01	 ©1998 Dean Wm. Taylor
Calystegia stebbinsii	Stebbins' morning-glory	Convolvulaceae	perennial rhizomatous herb	Apr-Jul	FE	CE	G1	S1	1B.1	Yes	1980-01-01	No Photo Available
Carex xerophila	chaparral sedge	Cyperaceae	perennial herb	Mar-Jun	None	None	G2	S2	1B.2	Yes	2016-06-06	 © 2023 Steven Perry
Ceanothus roderickii	Pine Hill ceanothus	Rhamnaceae	perennial evergreen shrub	Apr-Jun	FE	CR	G1	S1	1B.1	Yes	1974-01-01	No Photo Available
Chlorogalum grandiflorum	Red Hills soaproot	Agavaceae	perennial bulbiferous herb	(Apr)May-Jun	None	None	G3	S3	1B.2	Yes	1974-01-01	No Photo Available
Chloropyron molle ssp. *hispidum*	hispid salty bird's-beak	Orobanchaceae	annual herb (hemiparasitic)	Jun-Sep	None	None	G2T1	S1	1B.1	Yes	1974-01-01	No Photo Available
Downingia pusilla	dwarf downingia	Campanulaceae	annual herb	Mar-May	None	None	GU	S2	2B.2		1980-01-01	 © 2013 Aaron Arthur
Fremontodendron decumbens	Pine Hill flannelbush	Malvaceae	perennial evergreen shrub	Apr-Jul	FE	CR	G1	S1	1B.2	Yes	1974-01-01	No Photo Available

Galium californicum ssp. *sierrae*	El Dorado bedstraw	Rubiaceae	perennial herb	May-Jun	FE	CR	G5T1	S1	1B.2	Yes	1974-01-01	 © 2019 John Doyen
Gratiola heterosepala	Boggs Lake hedge-hyssop	Plantaginaceae	annual herb	Apr-Aug	None	CE	G2	S2	1B.2		1974-01-01	 ©2004 Carol W. Witham
Hibiscus lasiocarpos var. *occidentalis*	woolly rose-mallow	Malvaceae	perennial rhizomatous herb (emergent)	Jun-Sep	None	None	G5T3	S3	1B.2	Yes	1974-01-01	 © 2020 Steven Perry
Juncus leiospermus var. *ahartii*	Ahart's dwarf rush	Juncaceae	annual herb	Mar-May	None	None	G2T1	S1	1B.2	Yes	1984-01-01	 © 2004 Carol W. Witham
Juncus leiospermus var. *leiospermus*	Red Bluff dwarf rush	Juncaceae	annual herb	Mar-Jun	None	None	G2T2	S2	1B.1	Yes	1974-01-01	 ©2016 Dylan Neubauer
Legenere limosa	legenere	Campanulaceae	annual herb	Apr-Jun	None	None	G2	S2	1B.1	Yes	1974-01-01	 ©2000 John Game
Navarretia myersii ssp. *myersii*	pincushion navarretia	Polemoniaceae	annual herb	Apr-May	None	None	G2T2	S2	1B.1	Yes	1994-01-01	 © 2020 Leigh Johnson
Orcuttia viscida	Sacramento Orcutt grass	Poaceae	annual herb	Apr-Jul(Sep)	FE	CE	G1	S1	1B.1	Yes	1974-01-01	 © Rick York and CNPS
Packera layneae	Layne's ragwort	Asteraceae	perennial herb	Apr-Aug	FT	CR	G2	S2	1B.2	Yes	1974-01-01	No Photo Available

Sagittaria sanfordii	Sanford's arrowhead	Alismataceae	perennial rhizomatous herb (emergent)	May-Oct(Nov)	None	None	G3	S3	1B.2	Yes	1984-01-01	 ©2013 Debra L. Cook
Viburnum ellipticum	oval-leaved viburnum	Viburnaceae	perennial deciduous shrub	May-Jun	None	None	G4G5	S3?	2B.3		1974-01-01	 © 2006 Tom Engstrom
Wyethia reticulata	El Dorado County mule ears	Asteraceae	perennial herb	Apr-Aug	None	None	G2	S2	1B.2	Yes	1974-01-01	No Photo Available

Showing 1 to 21 of 21 entries

Suggested Citation:

California Native Plant Society, Rare Plant Program. 2023. Rare Plant Inventory (online edition, v9.5). Website https://www.rareplants.cnps.org [accessed 21 July 2023].

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Sacramento Fish And Wildlife Office
Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846
Phone: (916) 414-6600 Fax: (916) 414-6713

In Reply Refer To: July 21, 2023
Project Code: 2022-0045513
Project Name: Rocklin Road and Interstate 80 Interchange Project

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)

(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see https://www.fws.gov/birds/policies-and-regulations.php.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see https://www.fws.gov/birds/bird-enthusiasts/threats-to-birds.php.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/birds/policies-and-regulations/executive-orders/e0-13186.php.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Sacramento Fish And Wildlife Office
Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846
(916) 414-6600

PROJECT SUMMARY

Project Code: 2022-0045513
Project Name: Rocklin Road and Interstate 80 Interchange Project
Project Type: Bridge - Maintenance
Project Description: The City of Rocklin, in cooperation with the California Department of Transportation (Caltrans), is proposing improvements to the Rocklin Road/I-80 standard diamond interchange and Rocklin Road.
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@38.7873641,-121.22388506060705,14z



Counties: Placer County, California

ENDANGERED SPECIES ACT SPECIES

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate
Valley Elderberry Longhorn Beetle *Desmocerus californicus dimorphus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/7850	Threatened

CRUSTACEANS

NAME	STATUS
Vernal Pool Fairy Shrimp *Branchinecta lynchi* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/498	Threatened
Vernal Pool Tadpole Shrimp *Lepidurus packardi* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/2246	Endangered

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency:	California Department of Transportation District 3
Name:	Jack Gordon
Address:	155 Grand Ave.
Address Line 2:	Ste. 800
City:	Oakland
State:	CA
Zip:	94612
Email	jack.gordon@jacobs.com
Phone:	5625331107

Gordon, Jack

From: Gordon, Jack
Sent: Friday, July 21, 2023 1:28 PM
To: NMFS SpeciesList - NOAA Service Account
Subject: Rocklin Road - I-80 Interchange Species List

Hello,

I'm requesting concurrence with the official species list pasted below for the Caltrans 2F9600, Rocklin Road and Interstate 80 Interchange Project which is proposing improvements to the Rocklin Road/I-80 standard diamond interchange. The Project is located within the Rockling USGS 7.5-minute Quadrangle.

Point of Contact:
Jack Gordon, M.S.| Jacobs
Biologist/Environmental Planner
+1.562.533.1107
jack.gordon@jacobs.com

Quad Name **Rocklin**
Quad Number **38121-G2**

ESA Anadromous Fish

SONCC Coho ESU (T) -
CCC Coho ESU (E) -
CC Chinook Salmon ESU (T) -
CVSR Chinook Salmon ESU (T) - **X**
SRWR Chinook Salmon ESU (E) -
NC Steelhead DPS (T) -
CCC Steelhead DPS (T) -
SCCC Steelhead DPS (T) -
SC Steelhead DPS (E) -
CCV Steelhead DPS (T) - **X**
Eulachon (T) -
sDPS Green Sturgeon (T) -

ESA Anadromous Fish Critical Habitat

SONCC Coho Critical Habitat -
CCC Coho Critical Habitat -
CC Chinook Salmon Critical Habitat -
CVSR Chinook Salmon Critical Habitat -
SRWR Chinook Salmon Critical Habitat -
NC Steelhead Critical Habitat -

CCC Steelhead Critical Habitat -
SCCC Steelhead Critical Habitat -
SC Steelhead Critical Habitat -
CCV Steelhead Critical Habitat - X
Eulachon Critical Habitat -
sDPS Green Sturgeon Critical Habitat -

ESA Marine Invertebrates

Range Black Abalone (E) -
Range White Abalone (E) -

ESA Marine Invertebrates Critical Habitat

Black Abalone Critical Habitat -

ESA Sea Turtles

East Pacific Green Sea Turtle (T) -
Olive Ridley Sea Turtle (T/E) -
Leatherback Sea Turtle (E) -
North Pacific Loggerhead Sea Turtle (E) -

ESA Whales

Blue Whale (E) -
Fin Whale (E) -
Humpback Whale (E) -
Southern Resident Killer Whale (E) -
North Pacific Right Whale (E) -
Sei Whale (E) -
Sperm Whale (E) -

ESA Pinnipeds

Guadalupe Fur Seal (T) -
Steller Sea Lion Critical Habitat -

Essential Fish Habitat

Coho EFH -
Chinook Salmon EFH - X
Groundfish EFH -
Coastal Pelagics EFH -
Highly Migratory Species EFH -

MMPA Species (See list at left)

ESA and MMPA Cetaceans/Pinnipeds
See list at left and consult the NMFS Long Beach office
562-980-4000

MMPA Cetaceans -
MMPA Pinnipeds -

Appendix B
Mitigation Monitoring and Reporting Program

Jacobs

Rocklin Road and Interstate 80 Interchange Project

Mitigation Monitoring and Reporting Program

October 2023

City of Rocklin

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2. Mitigation Implementation and Monitoring **1**

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Acronyms and Abbreviations

CEQA	California Environmental Quality Act
IS/MND	Initial Study/Mitigated Negative Declaration
MMRP	Mitigation Monitoring and Reporting Program
Project	Rocklin Road and Interstate 80 Interchange Road Project

1. Introduction

The City of Rocklin published an Initial Study and Mitigated Negative Declaration (IS/MND) for the Rocklin Road and Interstate 80 Interchange Project in accordance with the requirements of the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. The IS/MND evaluates the environmental impacts that may result from implementing the project and concludes that implementation of the project has the potential to result in less than significant environmental impacts to biological, cultural, hazards and hazardous materials, noise, transportation, wildfire, and mandatory findings of significance with mitigation incorporated. These impacts potentially resulting from construction and operation of the project would be mitigated to a less than significant level through feasible mitigation measures identified in the IS/MND.

Public Resources Code Section 21081.1 requires a lead agency to adopt a mitigation monitoring and reporting program (MMRP) when it approves a project for which measures to mitigate or avoid significant effects on the environment are required. The purpose of the MMRP is to ensure compliance with the mitigation measures during project implementation. The City of Rocklin has developed a series of mitigation measures to minimize potential environmental impacts during project construction, which are incorporated into this MMRP and are summarized in Table 1.

This MMRP will be used by the City of Rocklin to ensure that all mitigation measures adopted as a condition for project approval are implemented. This MMRP meets the requirements of Section 15074(d) of the CEQA Guidelines, which mandates the preparation of monitoring provisions for the implementation of mitigation assigned as part of project approval or adoption.

2. Mitigation Implementation and Monitoring

The City of Rocklin is responsible for implementing and monitoring mitigation measures to mitigate impacts associated with the project. However, others have been assigned the responsibility of actually implementing certain measures. The City of Rocklin will designate certain personnel who will be responsible for monitoring the implementation of the mitigation measures. The designated personnel will submit required documentation and reports to the City of Rocklin in a timely manner to demonstrate compliance with mitigation requirements. The City of Rocklin will ensure that the designated personnel have authority to require implementation of mitigation measures and to terminate activities, such as project construction, that are inconsistent with mitigation objectives or project approval conditions.

The City of Rocklin will be responsible for ensuring that construction personnel understand their responsibilities regarding the performance requirements of the mitigation plan, as well as other contractual requirements related to implementation of the mitigation measures during project construction. The City of Rocklin will also be responsible for demonstrating compliance with other agency permit conditions to the appropriate regulatory agency.

In the following pages, Table 1 provides this information:

- **Mitigation Measure Number:** Mitigation measures are listed by number as designated in the IS/MND, by resource category.
- **Mitigation Measure:** The text of each mitigation measure is provided as adopted by the City of Rocklin and incorporated into the project.
- **Implemented By:** The City of Rocklin is responsible for making sure that all mitigation measures identified in the IS/MND are fully enforceable by adopting and incorporating them into the project.

During project implementation, the City of Rocklin may assign others the responsibility of actually implementing the measure.

- **When Implemented:** All mitigation measures identified in the IS/MND have been adopted and incorporated into the project. The City of Rocklin will ensure that the timing and duration of implementation of the mitigation measures occur in accordance with the appropriate activity or permit requirement, as necessary.
- **Monitoring or Reporting Action:** If a mitigation measure requires monitoring or reporting actions, often as the result of a permit condition, the City of Rocklin will ensure those actions are performed in accordance with the mitigation or permit.

Table 1. Mitigation Monitoring and Reporting Plan

Rocklin Road and Interstate 80 Interchange Project

Mitigation Measure Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action (if applicable)
Section 4.2.4. Biological Resources				
BIO-1	**Documentation at Project Site.** A Compliance Binder will be maintained at the construction site and presented to resource agency personnel upon request. The Compliance Binder will include a copy of the project's permits, certifications, and agreements, and any extensions and amendments to the permits, certifications, and agreements.	Construction Manager Project Biologist	Pre-construction During construction	None
BIO-2	**Worker Environmental Awareness Training.** Prior to construction, a biologist will provide a training session for the workers to identify sensitive species or habitats that may be in the area, their basic habits, how they may be encountered in their work area, and procedures to follow when they are encountered. Any personnel joining the work crew later will receive the same training before beginning work. Upon completion of the education program, workers will sign a form stating they attended the program and understand all protection measures. A pamphlet that contains images of sensitive species or habitats that may occur on the site and notes key avoidance measures, as well as employee guidance, will be given to each person who completes the training program. These forms will be made available to the resource agencies upon request.	Construction Manager Project Biologist	Pre-construction	None
BIO-3	**Mark Environmentally Sensitive Areas (ESAs).** Before construction begins, ESAs will be clearly delineated using high-visibility orange fencing, flagging, or other appropriate designation methods to delineate sensitive habitats. The ESA marking will remain in place throughout construction. The final project plans will depict all locations where ESA markings will be installed and how they will be installed. ESA markings will be maintained in good repair throughout construction.	Contractor	Pre-construction During construction	None
BIO-4	**Biological Monitoring of ESA Marking and Vegetation Clearing.** A qualified biologist will survey the area prior to marking and delineation of the ESA, and will monitor the installation of these materials. A qualified monitor will be present during all vegetation clearing and any other construction activities for the duration of the project in areas adjacent to ESAs to identify wildlife species present and ensure compliance with proper implementation of vegetation removal, best	Construction Manager Project Biologist	Pre-construction During construction	Report to regulatory agencies, as needed

Table 1. Mitigation Monitoring and Reporting Plan

Rocklin Road and Interstate 80 Interchange Project

Mitigation Measure Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action (if applicable)
	management practices (BMPs), and to ensure that all biological resource-related measures are properly adhered to.			
BIO-5	**Project Area.** The project will not impede or affect the riparian habitat present within the BSA. The marked ESA will be located along and outside of the Secret Ravine riparian habitat.	Construction Manager Project Biologist	Pre-construction During construction	None
BIO-6	**Oak Tree Removal.** When and where possible, the City of Rocklin will avoid the unnecessary removal and trimming of oak trees.	Construction Manager Project Biologist	Pre-construction During construction	Report to regulatory agencies, as needed
BIO-7	**Vegetation Removal.** Vegetation will be cleared only where necessary and will be cut above soil level, except in areas that will be permanently affected or excavated. This removal allows plants that reproduce vegetatively to resprout after construction.	Construction Manager Project Biologist	Pre-construction During construction	None
BIO-8	**Invasive Weed Control.** Noxious weeds will be controlled within the site in accordance with Executive Order 13112 (Invasive Species) by methods approved by a vegetation control specialist. If work occurs in sensitive habitat, vehicles and equipment will be thoroughly cleaned before arriving on the site to prevent the spread of noxious weeds from other locations.	Construction Manager Project Biologist	During construction	None
BIO-9	**Nesting Bird Surveys.** If vegetation removal or construction occurs between February 1 and September 30, a preconstruction survey(s) will be conducted for nesting birds no more than 3 days before construction. The survey will include a 300-foot buffer of the BSA to capture any potential nesting located within the surrounding oak woodland and riparian habitat. If active nests are found, an appropriate buffer will be established, and the nest will be monitored for compliance with MBTA and CFGC section 3503.	Construction Manager Project Biologist	Pre-construction During construction	Report to regulatory agencies, as needed

Table 1. Mitigation Monitoring and Reporting Plan

Rocklin Road and Interstate 80 Interchange Project

Mitigation Measure Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action (if applicable)
BIO-10	**Nesting Bird Surveys.** If construction activities are halted for more than 5 days during the nesting season (between February 1 and September 30), a nesting bird survey will be performed prior to the recommencement of construction-related activities.	Construction Manager Project Biologist	Pre-construction During construction	Report to regulatory agencies, as needed
BIO-11	**Restore Disturbed Areas.** Temporarily disturbed areas will be restored to the maximum extent practicable. Exposed slopes and bare ground will be reseeded with native grasses to stabilize and prevent erosion. The City of Rocklin will provide a post-construction restoration and revegetation plan for the project to be reviewed and approved by the agencies no later than 60 calendar days prior to the initial groundbreaking at the project site.	Contractor	Pre-construction During construction Operation phase	Coordination with Caltrans and the City of Rocklin
BIO-12	**Bat Protection.** A habitat assessment/nighttime emergence survey will be conducted for potentially suitable bat-roosting habitat prior to construction activities. If the survey reveals any structures are suitable roosting habitat for bats, then the appropriate measures will be implemented prior to construction. Potential avoidance may include exclusionary blocking or filling potential cavities with foam, visual monitoring, and scheduling project work to avoid bats. If bats are known to use the structures, then exclusion netting will not be used.	Construction Manager Project Biologist	Pre-construction During construction	None
BIO-13	**Prevent Inadvertent Entrapment.** To prevent inadvertent entrapment of animals during construction, all excavated, steep-walled holes or trenches more than 1 foot deep will be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earthen fill or wooden planks at an angle no greater than 30 degrees. Before such holes or trenches are filled, they will be thoroughly inspected for trapped animals.	Construction Manager Project Biologist	During construction	None
BIO-14	**Night Lighting.** Nighttime work will be avoided to the maximum extent practicable. For unavoidable nighttime work, all lighting will be shielded and directed downwards toward the active construction area to avoid exposing nocturnal wildlife to excessive glare.	Construction Manager Project Biologist	During construction	None

Table 1. Mitigation Monitoring and Reporting Plan

Rocklin Road and Interstate 80 Interchange Project

Mitigation Measure Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action (if applicable)
BIO-15	**Fence and Signpost Restriction.** Any fencing posts, sign posts, t-posts, or vertical poles installed temporarily or permanently will have the post or pole capped, or the top three post holes covered or filled with screws or bolts to prevent the entrapment of wildlife, specifically birds of prey.	Construction Manager Project Biologist	During construction	None
BIO-16	**No Monofilament Netting.** Plastic monofilament netting (erosion control matting) or similar material will not be used because wildlife may become entangled or trapped in it. Acceptable substitutes include coconut coir matting or tackifier hydroseeding compounds.	Construction Manager Project Biologist	Pre-construction During construction	None
BIO-17	**Construction Site Management Practices.** The following site restrictions will be implemented: ▪ Locate construction access, staging, storage, and parking areas outside ESAs to the maximum extent possible. Access routes, staging and storage areas, and contractor parking will be limited to the minimum necessary to construct the project. ▪ Certify, to the maximum extent practicable, borrow material is non-toxic and weed free. ▪ Enclose food and food-related trash items in sealed trash containers. ▪ Prohibit pets from entering the project limits during construction. ▪ Prohibit firearms within the project limits, except for those carried by authorized security personnel or local, State, or federal law enforcement officials	Contractor	Pre-construction During construction	None
Section 4.2.5. Cultural Resources				
CULT-1	**Discovery of Cultural Resources.** If an inadvertent discovery of cultural materials or tribal cultural resources is made during project-related construction activities, ground disturbances in the area of the find will be halted; and a qualified professional archaeologist, the Environmental Services Manager, and the Native American Heritage Commission will be notified. The archaeologist will determine whether the resource is potentially significant according to CEQA (that is, whether	Contractor Project Archaeologist	During construction	Coordination with applicable jurisdictions/agencies

Table 1. Mitigation Monitoring and Reporting Plan

Rocklin Road and Interstate 80 Interchange Project

Mitigation Measure Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action (if applicable)
	it is a historical resource, a unique archaeological resource, a unique paleontological resource, or a tribal cultural resource) and will develop specific measures to ensure preservation of the resource or to mitigate impacts to the resource if it cannot feasibly be preserved in light of costs, logistics, technological considerations, the location of the find, and the extent to which avoidance and/or preservation of the find is consistent or inconsistent with the design and objectives of the project. Specific measures for significant or potentially significant resources may include preservation in place, in-field documentation, archival research, subsurface testing, and excavation. The specific type of measure necessary would be consistent with CEQA Guidelines for preserving or otherwise mitigating impacts to archaeological and cultural artifacts and tribal cultural resources.			
CULT-2	**Discovery of Human Remains.** If any human remains are discovered, work will stop in the immediate vicinity of the discovery; the County Coroner will be notified, in accordance with Section 7050.5 of the California Health and Safety Code; and the City's Environmental Services Manager will be notified. There will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until compliance with the provisions of Sections 15064.5 (e) (1) and (2) of the CEQA Guidelines, as well as Public Resources Code Section 5097.98, has occurred. If the remains are Native American, the County Coroner will notify the Native American Heritage Commission, which will then inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods, and the landowner will comply with the requirements of Assembly Bill (AB) 2641.	Contractor Project Archaeologist	During construction	Coordination with applicable jurisdictions/agencies
Section 4.2.9 Hazards and Hazardous Materials				
HAZ-1	**Caltrans Standard Specifications and Hazardous Waste Regulations.** Caltrans Standard Specifications Section 13-4, Job Site Management, will be implemented to prevent and control spills or leaks from construction equipment and from storage of fuels, paints, cleaners, solvents, and lubricants. All aspects of the project associated with transport, storage, use, and disposal of hazardous materials would be done in accordance with the California Health and Safety Code and the appropriate local,	Contractor	Pre-construction	None

Table 1. Mitigation Monitoring and Reporting Plan

Rocklin Road and Interstate 80 Interchange Project

Mitigation Measure Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action (if applicable)
	State, and federal hazardous waste regulations. Handling and management of hazardous materials would comply with the current Caltrans Standard Specification Section 14-11, Hazardous Waste and Contamination, which outlines handling, storing, and disposing of hazardous waste.			
HAZ-2	**Soil and Groundwater Investigation.** The 76 Gas Station is a high-risk site. A Phase II environmental site assessment of the subsurface soil and groundwater within the acquisition area will be conducted. At a minimum, the Phase II study should investigate the area and maximum depth where construction is anticipated to disturb the subsurface soil and encounter groundwater. If results of the Phase II environmental site assessment determine acceptable levels, then no further action is needed. If results are determined to be above acceptable levels, the site where contamination occurs would need to be contained, excavated, and hauled off to a proper disposal site.	City of Rocklin	Pre-construction	Coordination with Placer County Public Health, Department of Toxic Substances and/or Regional Water Quality Control Board would be required if Phase II test results are determined to be above acceptable levels.
HAZ-3	**Yellow Traffic Stripes.** Yellow traffic striping will be removed and disposed of in accordance with Caltrans Standard Special Provisions for hazardous waste. Caltrans *Guideline for Selecting Materials and Standard Special Provisions for Traffic Striping and Pavement Marking* (October 2019) contains guidelines for disposal of yellow traffic striping.	Contractor	During construction	None
HAZ-4	**Asbestos-containing Materials and Lead in Buildings.** Any structure planned for modification or demolition, including the existing bridge, must be evaluated for the presence of lead and asbestos-containing materials by a California-certified asbestos and lead inspector prior to demolition or modification. If asbestos is present, a certified asbestos abatement specialist will monitor the disposal of the asbestos-containing materials as they are uncovered. A Lead Compliance Plan will be prepared to address workers' health and safety.	Contractor	Pre-construction	None
HAZ-5	**Transformers.** If the relocation of power facilities or high-voltage power lines is required, existing transformers should be tested for the presence of polychlorinated biphenyls (PCBs) or other hazardous materials. Identification,	Contractor	Pre-construction	None

Table 1. Mitigation Monitoring and Reporting Plan

Rocklin Road and Interstate 80 Interchange Project

Mitigation Measure Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action (if applicable)
	testing, and remediation of the old transformers is the responsibility of the utility owner.			
HAZ-6	**Groundwater Monitoring Wells.** The contractor will be informed of the potential to encounter monitoring wells. If a well is encountered during construction, Placer County Environmental Health Department will be contacted to determine if the well is still active. If the well is determined to be active, coordination will occur between the City and Placer County Environmental Health Department to determine if the well needs to be replaced. If the well is determined abandoned, Placer County Environmental Health Department will be contacted for well abandonment procedures and permitting requirements.	City of Rocklin	Pre-construction	Coordination with applicable jurisdictions/agencies
Section 4.2.13 Noise				
NOI-1	**Specifications for Controlling Noise and Vibration.** Construction noise exceeding 86 A-weighted decibels at 50 feet from the job site will not be allowed to occur at night between the hours of 9 p.m. to 6 a.m.	Contractor	During construction	None

Table 1. Mitigation Monitoring and Reporting Plan

Rocklin Road and Interstate 80 Interchange Project

Mitigation Measure Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action (if applicable)
NOI-2	**Noise Levels during Construction.** The following measures will be implemented during construction to reduce noise: ▪ Schedule noisy operations within the same timeframe. The total noise level will not be substantially greater than the level produced if operations are performed separately. ▪ Construct temporary noise barriers between noisy activities and noise-sensitive receptors or around activities with high noise levels or groups of noisy equipment. ▪ Avoid unnecessary idling of internal combustion engines, regardless of proximity to sensitive receptors. ▪ Locate all stationary noise-generating construction equipment as far as practicable from noise-sensitive receptors, or provide baffled housing or sound aprons to equipment when sensitive receptors adjoin or are near a construction project area. ▪ Equip all internal combustion engine-driven equipment with manufacturer-recommended intake and exhaust mufflers that are in good condition and appropriate for the equipment. ▪ Use quiet air compressors and other quiet equipment where such technology exists. ▪ No construction equipment will be delivered and dropped off before 6 a.m. ▪ Maintain all internal combustion engines properly to minimize noise generation.	Contractor	During construction	None
Section 3.2.18 Transportation				
TRANS-1	**Traffic Management Plan.** To minimize potential effects from construction activities to motorists, bicyclists, or pedestrians using local streets, a TMP would be developed and implemented throughout construction. The TMP would include public information, motorist information, incident management, construction, and alternate routes or detours. The TMP would also include elements, such as detour and haul	Contractor	Pre-construction During construction	Coordination with applicable jurisdictions/agencies

Table 1. Mitigation Monitoring and Reporting Plan

Rocklin Road and Interstate 80 Interchange Project

Mitigation Measure Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action (if applicable)
	routes, one-way traffic controls to minimize speeds and congestion, flag workers, and phasing, to reduce impacts to local residents and I-80 travelers as much as feasible and maintain access to businesses in the local area. The TMP would also provide access for police, fire, and medical services in the local area. Detour routes would be planned in coordination with the City of Rocklin and Caltrans, and would include notices to emergency service providers, transit operators, and the public in advance.			

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROCKLIN APPROVING ALTERNATIVE 1 – A DIVERGING DIAMOND INTERCHANGE
CONFIGURATION WITH BICYCLE AND PEDESTRIAN USE PROVIDED BY A DEDICATED
OVERCROSSING OF INTERSTATE 80
Rocklin Road and Interstate 80 Interchange Project

WHEREAS, in 2012 the City decided on a roundabout configuration to mitigate for traffic growth at Rocklin Road and Interstate 80 (I-80) however, it was not feasible due to the modeled gridlock within the corridor when anticipated ramp metering was activated; and

WHEREAS, in 2020 Diverging Diamond Interchange was modeled and found to accommodate anticipated ramp metering and large turning movements identified from peak hour traffic, and was determined to be economically feasible, resulting in the City Council awarding the contract for the Project Approval and Environmental Document and moving forward with the environmental review; and

WHEREAS, as part of the environmental review process, several design options to review and consider were put forth regarding pedestrian/ADA/bicycle paths of travel through the project site; and

WHEREAS, through the community/public engagement process these options were narrowed down to two, Alternative 1 a pedestrian/ADA/bike over-crossing that would go above I-80, and Alternative 2 a pedestrian/ADA/bike under-crossing that would go below I-80 adjacent to the roadway; and

WHEREAS, the Caltrans Project Delivery Team (PDT) reviewed the comments received from the public along with input provided from the various Caltrans disciplines/divisions and recommended Alternative 1 by a vote of 9-6; and

WHEREAS, Alternative 1 provides the ability to use the overcrossing structure as a gateway monument, is the most cost effective option, and is in the best interest of the community.

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

Section 1. The City Council of the City of Rocklin hereby approves Alternative 1 – A Diverging Diamond Interchange Configuration with Bicycle and Pedestrian Use Provided by a Dedicated Overcrossing of Interstate 80.

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

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Ken Broadway, Mayor

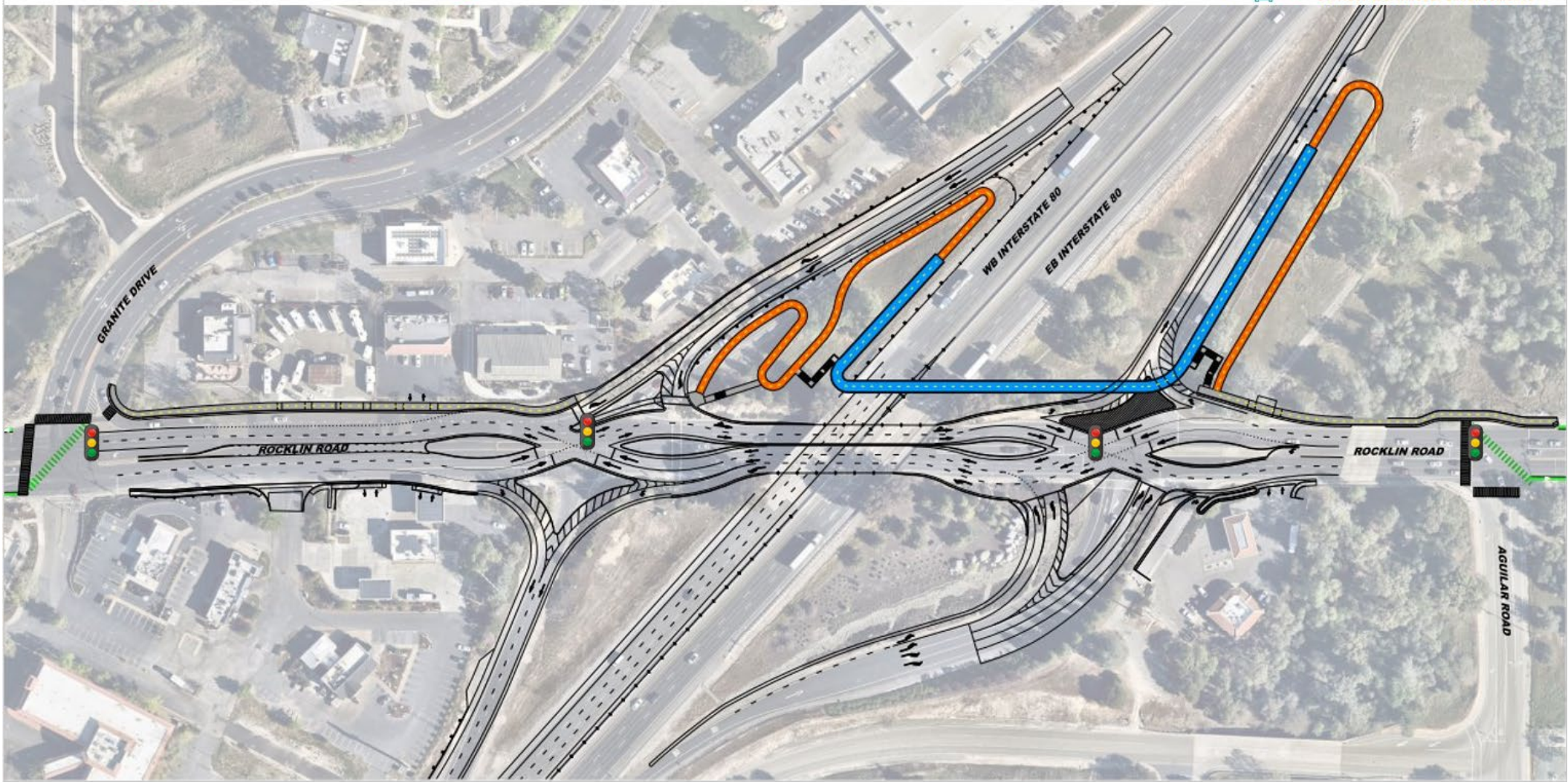
ATTEST:

_____
Haley Reid, Acting City Clerk

ATTACHMENT 1

Proposed Project - Alternative 1

ROCKLIN ROAD
SIERRA COMMUNITY COLLEGE
Corridor Multimodal Enhancements



ATTACHMENT 2

Proposed Project - Alternative 2

ROCKLIN ROAD
SIERRA COMMUNITY COLLEGE
Corridor Multimodal Enhancements



Number	Date Received	Commenter	Comment	CEQA Comment	Response
1	9/8/2023	Ravnir Saini	Please update me what is your thoughts about 76 Gas Station Property. How this will happen to my property? What is the solution for my pumps/canopy, and land configuration We need to have architects involved.	No	Thank you for your continued interest in this project. It is anticipated that the project will be presented to the Rocklin City Council on Tuesday, November 14, 2023. If the environmental documents are approved at the end of 2023, the design phase would start in January 2024 and the City can begin discussions with property owners. Let me know if you have any other questions and we appreciate your continued input on this important project.
2	9/12/2023	Andre Baranov	I am super excited about the DDI intersection. We live near the college and regularly face the traffic. Thank you – and the City of Rocklin - for undertaking this project. Just a few notes: Perhaps instead of doing the separated pedestrian overpass/tunnel we can do and over/under pass at the two "intersections" to eliminate the signals and stopping at the crossover traffic. If you elevate one direction and lower the other – then you can have continuous traffic flow at the "intersection". Then you can use the available middle lane width for a wider pedestrian path on the same side its on now. If you keep the pedestrians on the elevated overpass side, it would have an open feel. This way you will be left with 2 lanes +2 lanes + wider pedestrian open walkway and not need to tunnel or build an overpass. Perhaps you can use some of the money from the "tunnel" or "pedestrian bridge" for over/under bridgework too. It would be a bit of a "basket-weave" but the over/under pass would only need to be half the height + thickness to the bridge if you drop the under pass lower than grade, which the creek drainage seems to allow for. In any case – no lights at the intersections could be a major plus for the college flow. [DIAGRAM INCLUDED IN EMAIL SUBMITTAL]	No	Thank you for your comment and for your support for the project. This information will be provided to City Council for consideration.

3	9/13/2023	Gary Grewal	I've been a Rocklin resident who's participated in the public outreach process, and I fully support this project to safely allow pedestrians and cyclists to navigate this area. Hope it gets underway soon! The only request or feedback we would have is to vote for the overcrowding rather than an under crossing. Enclosed public passageways seem to be a haven for transient activity, crime, vandalism, etc.	No	Thank you for your comment and for your support for the project. Your preference for Alternative 1 is noted. This information will be provided to City Council for consideration.
4	10/2/2023	Art Emus	Please consider option one with overpass for cycling traffic. We live on the east side of Rocklin and would like the option to ride our bikes to quarry park.	No	Thank you for your comment and for your support for the project. Your preference for Alternative 1 is noted. This information will be provided to City Council for consideration.
5	10/3/2023	Cathy Haggen-Smit	As a pedestrian and a cyclist I urge the accommodations for safe crossing preferably by bridge, but by tunnel if that is required to meet the safe crossing needs. One needs only to look at the nearby Sierra College over crossing to see how incredibly dangerous it is for cyclists. I live in Newcastle and use the Taylor Road Class 2 bike lane for most of my shopping, exercise and errands. Getting to class or shops has become more dangerous as Motorists were provided improvements at Sierra College, at the expense of cyclists' and pedestrian safety! Motorists will not be looking for cyclists or pedestrians as they navigate on and off ramps in conjunction with ingress and egress to busy shopping centers. The simple act of riding my bike to the store, to grab take-out meals or get a haircut is a harrowing experience. Please make it safe for folks to get to the store and school at Rocklin Road. With the increasing popularity of eBikes, and impacts of climate change, more and more people will be riding instead of driving. Thank you for considering our safety.	No	Thank you for your comment and for your support for the project. Your preference for Alternative 1 is noted. This information will be provided to City Council for consideration.
6	10/3/2023	Steve Tichy Judi Takayama	We would support option of bridge to cross walkers and bikes safely across DD Interchange rather than via tunnel which can pose a security issue for females.	No	Thank you for your comment and for your support for the project. Your preference for Alternative 1 is noted. This information will be provided to City Council for consideration.
7	10/5/2023	Roger Smith	A project of this massive scope and timeframe should have a full **Environmental Impact Study / EIR**, not a Mitigated Negative Declaration (MND).	Yes	Thank you for commenting on the IS/MND. The City has determined that an IS/MND is the appropriate level of documentation

			This intersection serves the very high traffic flow from Sierra College and from the dense surrounding Rocklin community - as well as residents of south Loomis off Barton Road. With construction estimated to take as long as 5 years, the impacts will be huge (e.g., traffic congestion, air & water pollution, dust, noise, public safety) Therefore, a full Environmental Impact Study and EIR should be prepared. MNDs are intended to only be used for lesser projects with minimal anticipated impacts. (Of course, this project and its impacts on the public are the result of the City of Rocklin's earlier ill-advised approval of the massive developments surrounding Sierra College.)		based on the results of the CEQA analysis performed. The analysis concluded that impacts to the environment as a result of the project would be less than significant with mitigation; therefore, the need for an EIR is not warranted.
8	10/9/2023	Peter Minkel CVRWQCB	See Form Letter from RWQCB	Yes	Thank you for commenting on the IS/MND. The City appreciates information regarding the applicable regulations and permitting requirement for projects within Central Valley Regional Water Quality Control Board jurisdiction. The project will comply with water quality standards and waste discharge requirements.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Letter of Intent for the Proposed Sale of Successor Agency-Owned Property at 5255 Pacific Street (APN 010-170-026).

Date: November 14, 2023

Submitted By: Sherri Conway, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the Successor Agency of the City of Rocklin Approving a Letter of Intent for the Sale of the Former Redevelopment Agency Property.

Background:

The City of Rocklin Redevelopment Agency owned a parcel at 5255 Pacific Street, totaling approximately 3.0 acres (130,680 square feet), specifically identified as Assessor's Parcel Number (APN) 010-170-026. The property is also referred to as the Big Gun site. Following the dissolution of the Redevelopment Agency, the subject parcel is now owned by the Successor Agency to the Redevelopment Agency to the City of Rocklin (Successor Agency). The sale or disposition of property is regulated by a Long Range Property Management Plan (LRPMP), which is approved by the Placer County Oversight Board. Approval from the Oversight Board of property sales ensures the transaction is consistent with the LRPMP and to ensure the fair compensation is being received for the property.

The Surplus Land Act requires that local agencies make formal action in a regular public meeting to declare land surplus and not necessary for the agency's use which was undertaken as follows:

- February 22, 2022: the Successor Agency adopted Resolution No. 2022-43SA declaring the property at 5255 Pacific Street to be surplus and distributed a Notice of Availability of Surplus Land to the California Department of Housing and Community Development (HCD) and all listed interested parties.
- The Successor Agency received a total of four Notices of Interest during the following 60-day period. Telephone interviews were conducted with each of the proposers.
- June 7, 2022: the Successor Agency issued a follow up Notice of Availability of the property to four respondents that had submitted a statement of interest, which included information Successor Agency Negotiation prerequisites. The four proposers were requested to submit supplemental information to the Successor Agency by a date certain.

- During this period, no proposals were forthcoming, and all four withdrew their interest.
- July 28, 2022: the City provided documentation to the California Department of Housing and Community Development demonstrating compliance with the provisions with the Surplus Land Act.
- August 23, 2023: the City received written comments from HCD thus determining that the City had met all requirements under the SLA for the purposes of disposing of the surplus land located at APN 010-170-026 and the Successor Agency is now permitted to proceed with the sale or lease of the property.

The City had an appraisal report completed on this property in May of 2023 and the appraised value was found to be $950,000. Recognizing the importance of a professional entity to assist the Successor Agency in marketing and managing the sale of the property, the Agency sought proposals from qualified commercial real estate brokers. Three proposals from commercial brokers interested in an Exclusive Listing Agreement were submitted. After interviewing two of the three, Capital Rivers Commercial was selected based on their experience in the region with Successor Agency owned properties. In August of 2023, the City, as Agent to the Successor Agency, executed an Exclusive Sale Listing Agreement with Capitol Rivers Commercial, Inc. Marketing materials depicting the City's vision for the property were then developed and the listing went live in late August of 2023.

In September 2023, the City received a draft Letter of Intent (LOI) from G3 Concepts expressing an interest in purchasing the property. G3 Concepts develops both Commercial and Multifamily projects, including the San Luis Obispo Public Market, which they currently own and operate with over 20 diverse business types. Their concept for the Big Gun site is the "Rocklin Public Market", an innovative project designed to create a hub where people can eat, drink, play, and gather. As proposed, the centerpiece of the project is a two-story, 6,000-8,000 square foot public market building, featuring food and beverage vendors on the first floor, with an open area on the second floor for events and overflow seating. A second, stand-alone building would house a potential Brewery, Distillery and Pub, complete with a private outdoor covered patio. Additional buildings will include more traditional retail space, office space, and a few limited residential units. The project will also include central courtyard, a gathering place designed to foster community engagement.

Following receipt of the draft LOI, several meetings were held with the developer team and staff to discuss the proposed project and refine the terms of the LOI. The proposed terms of the LOI have been negotiated and include the following:

1. The purchase price for the Property will be $995,000, payable in cash at close of escrow.
2. Buyer will initially deposit $10,000.
3. Buyer's obligation to purchase the Property will be subject to completion of Buyer's due diligence and Buyer's approval of the Property, including soils conditions, environmental matters, zoning, use restrictions and other matters, on or before the later of 60 days after the Effective Date of a Purchase Agreement or 30 days after receipt of a Phase 2 Environmental Site Assessment.
4. Buyer's obligation to purchase the Property will be subject to the following contingencies.
    a. Approval by the City of entitlements for Buyer to develop a primarily retail project on the Real Property,
    b. The parties contemplate that the Entitlements will include Design Review, Environmental Review and any required Conditional Use permits or other land use

approvals.

c. Approval by the City of a shared public parking arrangement and potential pedestrian easements and boundary adjustments consistent with the Entitlements.

5. The Successor Agency is required by law to dispose of this property and must first obtain approval of the Oversight Board for the former Rocklin Redevelopment Agency. The sale will be expressly contingent on approval by Successor Agency and the Oversight Board.
6. The closing of the purchase transaction will occur 6 months after approval of the Entitlements and Shared Parking Arrangement, subject to an outside date to be agreed on.

Staff recommends approval of the Letter of Intent, with the intention of continuing negotiations and ultimately proceeding with a Purchase and Sale Agreement to sell the property and initiate the entitlement process.

Environmental Analysis:

Execution of the Letter of Intent is not subject to CEQA.

Fiscal Impact:

There is no immediate fiscal impact to the staff recommendation. Pursuant to Health and Safety Code section 34191.5, proceeds from the sale of property owned by the Successor Agency to the former Redevelopment Agency to the City of Rocklin, must be distributed as property tax to the taxing entries. It is the intent of the Successor Agency to sell the property and use the proceeds to fulfill enforceable obligations. Should proceeds exceed the amount of enforceable obligation, the remaining portion will be distributed as property to tax the taxing entities. In May of 2023, updated appraisal of $950,000 was obtained which serves as the basis for the sales price for the property.

ATTACHMENTS:

1. Resolution with Exhibits A and B
2. Letter of Intent.

RESOLUTION NO. 2023 SA

RESOLUTION OF THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN
APPROVING A LETTER OF INTENT
FOR THE SALE OF FORMER REDEVELOPMENT AGENCY PROPERTY

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Rocklin is responsible for the winding up of the affairs of the former Redevelopment Agency and the disposition of real property pursuant to the Rocklin Long Range Management Plan (LRMP) approved by the Department of Finance on March 13, 2014; and

WHEREAS, the LRMP provides that former Redevelopment Agency properties are to be marketed and sold for future development; and

WHEREAS, the LRMP provides for the sale of the property commonly known as the Big Gun Site, located at 5255 Pacific Street, in the City of Rocklin, (APN 010-170-026), which is approximately 3 acres of unimproved land ("Property"); and

WHEREAS, G3 Concepts (California), Inc. desires to purchase the Property for a mixed use (commercial retail/multi-family residential) development project; and

WHEREAS, the Successor Agency is willing to sell the Property, subject to the terms and conditions of the Letter of Intent and a subsequent Purchase and Sale Agreement with G3 Concepts.

NOW THEREFORE, the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Successor Agency hereby approves the Letter of Intent with G3 Concepts, for the property commonly known as the Big Gun Site, located at 5255 Pacific Street in the City of Rocklin (APN 010-170-026), in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, subject to approval of the Rocklin Oversight Board.

Section 2. The City Manager, acting as the Executive Director of the Successor Agency, is hereby authorized to execute the Letter of Intent with G3 Concepts, and to take all necessary action to carry out the terms of a subsequent Purchase and Sale Agreement, including requesting approval by the Rocklin Oversight Board.

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

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

_____
Ken Broadway, Mayor

ATTEST:

_____
Haley Reid, Acting City Clerk

EXHIBIT A

RESULTANT PARCEL A:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PROPERTY DESCRIBED IN THE GRANT DEED TO THE CITY OF ROCKLIN, RECORDED DECEMBER 3, 2010 AS DOCUMENT NO. 2010-0100792, PLACER COUNTY RECORDS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF BLOCK 10 AS SAID BLOCK IS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF ROCKLIN, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY ON AUGUST 9, 1893 IN BOOK A OF MAPS AT PAGE 28, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF ROCKLIN ROAD (FORMERLY GRANITE STREET) DISTANT THEREON 150.00 FEET ALONG SAID LINE FROM THE INTERSECTION WITH THE EASTERLY LINE OF PACIFIC STREET; THENCE EASTERLY, ALONG SAID SOUTHERLY LINE, SOUTH 61°28'52" EAST 20.00 FEET; THENCE LEAVING SAID LINE AT RIGHT ANGLES, SOUTH 28°31'08" WEST
150.00 FEET; THENCE PARALLEL TO SAID SOUTHERLY LINE, SOUTH 61°28'52" EAST 150.00 FEET; THENCE AT RIGHT ANGLES, NORTH 28°31'08" EAST 65.00 FEET TO THE SOUTHERLY LINE OF THE PARCEL OF LAND DEEDED TO THE CITY OF ROCKLIN AS RECORDED IN VOLUME 2774, AT PAGE 340 PLACER COUNTY RECORDS; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES:

1) SOUTH 61°28'52" EAST 158.82 FEET;
2) SOUTH 28°31 '08" WEST 65.00 FEET; AND
3) SOUTH 61°28'52'' EAST 15.00 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL TO THE CITY OF ROCKLIN RECORDED MARCH 30, 1990 IN BOOK 3863, AT PAGE 296 PLACER COUNTY RECORDS;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID PARCEL (3863/296) THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 16°34'21" WEST 110.00 FEET;
2) SOUTH 73°25'39" EAST 20.00 FEET;
3) SOUTH 37°34'44" EAST 40.78 FEET;
4) SOUTH 28°42'08" WEST 50.00 FEET;
5) SOUTH 61°28'52" EAST 5.00 FEET;
6) SOUTH 28°42'08" WEST 20.00 FEET; AND
7) SOUTH 64°30'44" EAST 182.04 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN THE GRANT DEED TO THE CITY OF ROCKLIN, RECORDED DECEMBER 22, 1987 IN BOOK 3323, AT PAGE 356 PLACER COUNTY RECORDS; THENCE LEAVING SAID SOUTHERLY LINE (3863/296) ALONG SAID WESTERLY LINE (3323/356), SOUTH 28°31 '08" WEST 111.18 FEET TO THE CENTER OF SECTION LINE OF SECTION 19, OF TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS SAID LINE IS SHOWN ON THE RECORD OF SURVEY NO. 1026, FILED IN BOOK 9 OF SURVEYS AT PAGE 103, PLACER COUNTY RECORDS; THENCE WESTERLY ALONG SAID CENTER OF SECTION LINE, SOUTH 88°51'00" WEST 449.10 FEET; THENCE LEAVING SAID CENTER OF SECTION LINE, NORTH 10°26'20" WEST 56.89 FEET; THENCE NORTH 22°35'10" EAST 226.25 FEET; THENCE NORTH 08°13'52" EAST 80.66 FEET; THENCE NORTH 34°28'02" EAST 109.51 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND SOUTHERLY 210.00 FEET FROM SAID SOUTH LINE OF ROCKLIN ROAD (GRANITE STREET); THENCE ALONG SAID PARALLEL LINE, NORTH 61°28'52" WEST 144.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND EASTERLY 100.00 FEET FROM THE EASTERLY LINE OF SAID PACIFIC STREET; THENCE ALONG SAID PARALLEL LINE, NORTH 28°31'08" EAST 210.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINS 129,967 SQUARE FEET OR 2.984 ACRES+/-.

EXHIBIT B

Map Depicting the Property



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G3 CONCEPTS

Office:
3845 S Higuera St, Suite 210
San Luis Obispo, CA 93401

Mailing:
PO Box 1188
San Luis Obispo, CA 93406

November 14, 2023

City of Rocklin
Attn: Sherri Conway, Assistant City Manager
3970 Rocklin Road
Rocklin, California 95677
sherri.conway@rocklin.ca.us

Re: Letter of Intent / Proposal to Purchase
5255 Pacific Street, Rocklin, California
Placer County Assessor's Parcel No. 010-170-026-000

Sherri:

The purpose of this letter is to propose terms for an affiliate of G3 Concepts, Inc. ("Buyer") to purchase the real property referenced above (the "Real Property") from the Successor Agency of the City of Rocklin (Agency). This letter is intended only to outline the material terms and conditions of a proposed purchase and sale transaction, and is not intended to be binding.

This letter, if approved by Seller, will confirm the parties' mutual intent to enter into a definitive Purchase and Sale Agreement and Joint Escrow Instructions ("Purchase Agreement") with the following material terms and conditions:

1. Seller: Successor Agency of the City of Rocklin ("Seller").

2. Buyer: An affiliate of G3 Concepts, Inc.

3. Property: Approximately 3.00 acres of land known as the Big Gun Site with the APN of 010-170-026, as generally depicted as Resultant Parcel A on Exhibit A to this Letter of Intent (the "Property").

4. Purchase Price. The purchase price for the Property will be $995,000 (the "Purchase Price"), payable in cash at close of escrow.

5. Deposits. Buyer will initially deposit $10,000 (the "Initial Deposit") in escrow within two business days after execution of the Purchase Agreement. At Buyer's option and cost, the Initial Deposit will be placed in an interest-bearing account, with interest accruing to the benefit of Buyer. Until the Due Diligence Date, the Purchase Agreement will be subject to

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termination at Buyer's option, with the Initial Deposit refundable to Buyer. If Buyer does not deliver a Notice of Approval on or before the Due Diligence Date, then the Purchase Agreement will terminate and the Initial Deposit will be refunded to Buyer. If Buyer delivers a Notice of Approval on or before the Due Diligence Date, then Buyer will concurrently deposit an additional $15,000 (the "Additional Deposit") in escrow, and the Initial Deposit and the Additional Deposit (the "Total Deposit") will be applicable to the Purchase Price and constitute liquidated damages if the transaction fails to close as a result of Buyer's default. At Buyer's option and cost, the Additional Deposit will be placed in an interest-bearing account, with interest accruing to the benefit of Buyer.

6. Due Diligence Contingency. Buyer's obligation to purchase the Property will be subject to completion of Buyer's due diligence and Buyer's approval of the Property, in its discretion, including soils conditions, environmental matters, zoning, use restrictions and other matters, on or before the later of 60 days after the Effective Date of a Purchase Agreement or 30 days after receipt of a Phase 2 ESA as provided below (as applicable, the "Due Diligence Date").

   a. To assist Buyer in its due diligence, following mutual execution of this letter, Seller will make available to Buyer, without representation or warranty and to the extent not previously provided, copies of certain documents in Seller's possession related to the Property, to be listed on an attachment to the Purchase Agreement; the diligence documents will not include any confidential or privileged documents.

   b. Seller will also obtain and provide to Buyer a Phase 2 Environmental Site Assessment, consistent with the recommendations in the 2010 Phase 1 Environmental Site Assessment prepared for the City by Youngdahl Consulting Group, Inc. (a "Phase 2 ESA"). Following receipt of a Phase 2 ESA, the parties will endeavor to evaluate and negotiate a cost-sharing agreement for any significant remediation efforts required for development of the Real Property.

   c. The Purchase Agreement will also provide Buyer the right to enter onto the Property to complete inspections as it determines appropriate, and will include Buyer's obligation to provide insurance and to indemnify Seller for claims, losses and liabilities resulting from such entry.

7. Entitlement Contingencies. Buyer's obligation to purchase the Property will be subject to the following contingencies.

   a. Approval by the City of entitlements (the "Entitlements") for Buyer to develop a primarily retail project on the Real Property, with approximately 60,000 square feet of building space (with approximately 60% on the ground floor), to include (i) a market hall with multiple food service tenants, common dining space and mezzanine event and entertainment spaces, (ii) a two-story retail and office building with street frontage on Pacific Street, (iii) a brewery, distillery and pub (dining) with interior mezzanine and

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exterior patio with deck above, (iv) an interior retail building of approximately 10,000 square feet with second floor residential, (v) common area event, gathering and play areas, including a central water tower with public restrooms and project signage, (vi) approximately 90 to 100 onsite parking spaces, with one parking space per unit reserved exclusively for residential units.

b. The parties contemplate that the Entitlements will include Design Review, Environmental Review and any required Conditional Use permits or other land use approvals, and the entitlement process will include approximately 4 to 6 months after the Due Diligence Date for preparation and revision of conceptual and schematic sketches, site plans and building elevations for review and comment by City staff, culminating in submission of a complete project application, and an additional 12 to 18 months for processing and public hearings for discretionary approval by the City Council. The parties anticipate that the Purchase Agreement will include milestones and associated dates for the entitlement process.

c. Approval by the City of a shared public parking arrangement and potential pedestrian easements and boundary adjustments consistent with the Entitlements. The parties contemplate that discretionary approval of such matters will be subject to, and occur concurrently with, approval of the Entitlements.

d. Consideration and potential approval by the Agency of a cost-sharing agreement for any significant remediation efforts required for development of the Real Property, as determined by the Phase 2 ESA. The parties anticipate that approval of any cost-sharing agreement will occur promptly after the Due Diligence Date.

8. Sale Approval Process: The property that is the subject of this Letter of Intent is owned by the Successor Agency as it was formerly property owned by the Rocklin Redevelopment Agency. The Successor Agency is required by law to dispose of this property and must first obtain approval of the Oversight Board for the former Rocklin Redevelopment Agency. The sale will be expressly contingent on approval by Successor Agency and the Oversight Board.

9. Closing Date. The closing of the purchase transaction will occur 6 months after approval of the Entitlements and Shared Parking Arrangement, subject to an outside date to be agreed on (the "Closing Date").

10. Title Insurance. Close of escrow will be contingent on Buyer receiving a standard coverage ALTA owner's title insurance policy, in an amount equal to the Purchase Price, insuring Buyer's ownership of the Property subject to exceptions of record and if Buyer obtains a survey, any additional exceptions identified by such survey. Seller will pay the title insurance premium for the title insurance policy, and Buyer will pay the additional cost for any extended or additional coverage and endorsements obtained by Buyer.

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11. Escrow, Closing Costs and Pro-Rations. The purchase transaction will be consummated through an escrow to be established at Placer Title Company in Sacramento, California. Seller will pay County documentary transfer taxes (if applicable), recording charges for the grant deed, one-half of the escrow fee, and other closing costs customarily paid by sellers in the County. Buyer will pay one-half of the escrow fee and other closing costs customarily paid by buyers. The Purchase Agreement will provide for customary pro-rations, including real estate taxes and assessments.

12. Representations and Warranties. The Purchase Agreement will include mutual representations and warranties regarding the status and authority of each party. The Purchase Agreement will include only limited representations and warranties of Seller regarding the Property. Subject to Seller's representations and warranties in the Purchase Agreement and to satisfaction of the development contingencies described above, Buyer will purchase the Property on an "as is" basis.

13. Brokerage Commission. At and subject to close of escrow, Seller will pay a brokerage commission to Seller's Broker, Capital Rivers Commercial (Victor-Manuel Saldana) in accordance with an existing listing agreement. Each party will agree to indemnify the other for any commissions or finder's fees owed to any other person or entity as result of dealings with the indemnifying party.

14. Liquidated Damages: The Purchase Agreement will provide that if Buyer breaches its obligation to purchase the Property and escrow fails to close by reason of such breach, then Seller's sole remedy for such breach will be to receive and retain the Deposit.

15. Assignment. Buyer will have the right to assign its rights under the Purchase Agreement to an affiliate of Buyer in which Buyer has a material financial interest and management role; on any assignment, the assignee will assume all of Buyer's duties and obligations under the Purchase Agreement. Buyer will not otherwise have the right to assign its rights under the Purchase Agreement without Seller's prior written approval.

This letter is not intended to be a contract or a binding agreement. This letter is intended only as a statement of the present intentions of the parties. Neither party is obligated to proceed with a purchase and sale transaction, and neither party will become obligated unless and until a definitive Purchase Agreement has been negotiated and executed by the parties. The parties anticipate that the Purchase Agreement will include other mutually acceptable terms and conditions, and the negotiations between the parties will include proposals for such additional terms and conditions. Each party acknowledges and understands that either party may terminate negotiations at any time, without any liability or obligation to the other party, and each party will bear its owns attorneys' fees and other expenses incurred in connection with the proposed transaction.

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We are very much look forward to finalizing this agreement and working with you on this development. If you have any additional questions or comments, please do not hesitate to call our office.

Sincerely,

DocuSigned by:
Taylor Judkins
5234A5D803404E9...

Taylor Judkins, CEO
G3 Concepts, Inc.

cc: Greg D. Judkins, CEO
Sunmark Capital LLC

Agreed & Accepted by:

Seller: SUCCESSOR AGENCY OF THE CITY OF ROCKLIN

By: Aly Zimmermann, Executive Director of the Successor Agency