ROCKLIN CITY COUNCIL

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

March 12, 2024
General Session 6:00 p.m.

AMENDED AGENDA
***Item 7A. CLOSED SESSION**
Please see updated item 7A.

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

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

HOW TO PARTICIPATE

The City of Rocklin welcomes your interest and involvement in the City's legislative process. The City Council has established a procedure for addressing the Council. Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker identification sheet to the City Clerk. Speaker identification sheets are available near the entrance of the Council Chambers. For items listed on the agenda, any person may address the City Council at the time the item is considered. Speakers are requested to restrict their comments to the item as it appears on the agenda and stay within the required 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

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

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

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

2. CONSENT CALENDAR

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

2A. Minutes of the February 27, 2024 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the February 27, 2024 Regular Meeting of the City Council.

2B. Fire Safe Vegetation (Second Reading of Ordinances)
Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin To Amend Sections 1.16.010 Abatement by City, 1.16.020 Procedure for Creation of Nuisance Abatement Lien, 8.10.020 Additional Definitions, and 8.10.030 Classification of Nuisances of the Rocklin Municipal Code to Differentiate Abatement Procedure from Lien Procedure, Provide Additional Definitions and Revise Classification of Nuisances.

2C. Community Recognition Commission Recommendations for the 2024 Ruhkala Awards
Recommendation: Approve the Community Recognition Commission's recommendations for the 2024 Ruhkala Awards.

2D. Whitney Ranch Dutch Bros Landscape Maintenance Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a Landscape Maintenance Agreement and Authorizing the City Manager to Execute the Landscape Maintenance Agreement with CVP – Rocklin DB, LLC.

2E. Animal Control and Care Service Agreement with County of Placer - Amendment No. 1.
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Contract for Services with County of Placer, Department of Health and Human Services-Animal Services Division and Authorizing the City Manager to Execute Amendment No. 1.

2F. Multi-Band Radio Upgrade
Recommendation: Adopt a Resolution of the City of Rocklin Authorizing the City Manager to Purchase Multi-Band Mobile and Portable Radios through Motorola Solutions, Inc. using a Cooperative Agreement.

2G. Acceptance and Notice of Completion of the Sunset Whitney Recreation Area Building Demolition Project
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work known as the Sunset Whitney Recreation Area Building Demolition Project, Approving the Notice of Completion, and Authorizing the Execution and Recordation of the Notice on Behalf of the City (Double B Demolition, Inc.)

2H. Dominguez Landscape Services Mow Contract Amendment
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Parks Mow and Landscape Agreement with Dominguez Landscape Services, Inc. and Authorizing the City Manager to Execute Amendment No. 1.

3. SPECIAL PRESENTATIONS

In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.

3A. Fire Department 2023 Annual Report
Recommendation: Receive the attached Annual Report for Fire Department Activities from January 1 to December 31, 2023.

4. PUBLIC HEARINGS

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

4A. Draft 2024-25 Federal Housing and Urban Development (HUD) Department Community Development Block Grant (CDBG) One-Year Action Plan

Recommendation: Conduct a Public Hearing to Consider Testimony on the proposed 2024-25 Annual Action Plan and direct staff to prepare the Final Annual Action Plan.

4B. AT&T Wireless at Boulder Ridge / Conditional Use Permit - U2023-0005, Design Review - DR2023-0011, and Environmental - ENV2023-0010

Recommendation: Conduct a Public Hearing to Consider Testimony.

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (AT&T Wireless at Boulder Ridge / ENV2023-0010).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Conditional Use Permit (AT&T Wireless at Boulder Ridge / U2023-0005).
C. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (AT&T Wireless at Boulder Ridge / DR2023-0005).

5. DISCUSSION ITEMS

Discussion Items include oral presentations including those recommending "receive and file".

5A. Preliminary Commitment Letter and Fee Deferral Request for the USA Properties Fund College Park Senior Affordable Apartment Project

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a Preliminary Commitment Letter and Fee Deferral Request for USA Properties Fund, Inc. for the College Park Sierra Senior Affordable Apartment Project.

6. FUTURE AGENDA ITEMS

7. CLOSED SESSION

7A. 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.

PUBLIC COMMENT ON CLOSED SESSION

REPORT OUT OF CLOSED SESSION

8. ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Minutes of the February 27, 2024 Regular Meeting of the City Council

Date: March 12, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the February 27, 2024 Regular Meeting of the City Council.

ATTACHMENTS:
1. DRAFT City Council Meeting Minutes of February 27 2024

REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL

February 27, 2024
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 Janda called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE
Mayor Janda led the pledge of allegiance.

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

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

None.

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Vice Mayor Gayaldo reported attendance at the Sacramento Area Council of Governments meeting announcing the starting of the Capital Area Regional Tolling Authority; shared that she will be attending the Mosquito Vector Control District meeting and therefore will not be present for the Special Joint City Council and Planning Commission meeting on March 5; and congratulated local high school basketball teams on their victories.

Mayor Janda reported his attendance at the Pioneer Community Energy meeting sharing a new microgrid program will be implemented.

City Manager Zimmermann shared that a Joint Workshop of the City Council and Planning Commission will be held on March 5, 2024 to discuss housing and invited the public to attend.

CONSENT CALENDAR

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

2A. Minutes of the February 13, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the February 13, 2024 Regular Meeting of the City Council.

2B. Accounts Paid List - October to December 2023
Action: Received the Accounts Paid List for October 1, 2023 to December 31, 2023.

2C. Annual Comprehensive Financial Report and GANN Appropriations Limit Schedule for the Fiscal Year ended June 30, 2023
Action: Adopted Resolution 2024-050 of the City Council of the City of Rocklin Accepting the Annual Comprehensive Financial Report and GANN Appropriations Limit Schedule for the Fiscal Year Ended June 30, 2023.

2D. Single Audit Report for the Fiscal Year Ending June 30, 2023
Action: Adopted Resolution 2024-051 of the City Council of the City of Rocklin Accepting and Approving the Single Audit Report for the Year Ended June 30, 2023.

2E. Quarterly Treasurer's Report
Action: Received the Treasurer's Report for the Quarter Ending December 31, 2023.

2F. ParcelQuest Purchase Agreement to Provide Online Property Data and Related Services
Action: Adopted Resolution 2024-052 of the City Council of the City of Rocklin Authorizing the City Manager to Execute a 3-year Purchase Agreement with ParcelQuest to Provide the City with the Most Current California Property Data Available Online and Related Services.

2G. Various Personnel Updates
Action:

A. Adopted Resolution 2024-053 of the City Council of the City of Rocklin to Approve the Temporary Positions Salary Schedule.
B. Adopted Resolution 2024-054 of the City Council of the City of Rocklin to Approve a Side Letter of Agreement to the Memorandum of Understanding Between the City of Rocklin and the Rocklin Firefighter's Union to Modify Section V, Article 34, Subsection IV(a) Employee Performance Evaluations/Step Increases.

2H. City of Rocklin 2024 Grazing Services

Action:

A. Adopted Resolution 2024-055 of the City Council of the City of Rocklin Rescinding Resolution No. 2023-217 Awarding the Bid for the 2024 Grazing Services.

B. Adopted Resolution 2024-056 of the City Council of the City of Rocklin Awarding the Contract for the City of Rocklin 2024 Grazing Services to Blue Tent Farms LLC and Authorizing the City Manager to Execute an Agreement with Blue Tent Farms LLC.

2I. Twin Oaks Park Snack Bar Roof Repair Contract

Action: Adopted Resolution 2024-057 of the City Council of the City of Rocklin Approving Amendment No. 2 to the Agreement for the Twin Oaks Snack Bar Roof with Building Concepts Construction Company and Authorizing the City Manager to Execute Amendment No. 2.

2J. Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project

Action: Adopted Resolution 2024-058 of the City Council of the City of Rocklin Awarding the Contract for the Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project to McGuire and Hester and Authorizing the City Manager to Execute the Construction Agreement.

2K. Resolution of Intent to Order the Vacation of a Public Street (Yankee Hill Road)

Action: Adopted Resolution 2024-059 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. Pulled for discussion

2M. Whitney Community Park Pump Track

Action: Adopted Resolution 2024-061 of the City Council of the City of Rocklin Awarding a Construction Contract for the Whitney Community Park Pump Track Project to American Ramp Company and Authorizing the City Manager to Execute the Agreement

Motion to approve Consent Calendar Item Nos. 2A through 2K, and 2M by Councilmember Broadway and seconded by Councilmember Bass. Passed by the following vote:

Ayes: Bass, Broadway, Gayaldo, Janda
Noes: None

Absent: Halldin
Abstain: None

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

2L. Sunset Whitney Recreation Area Improvements

Action: Adopted Resolution 2024-060 of the City Council of the City of Rocklin Awarding Professional Services Contract for the Sunset Whitney Recreation Area Improvements Project to RSC Engineering, Inc. and Authorizing the City Manager to Execute the Agreement.

Vice Mayor Gayaldo requested to pull Consent item 2L for discussion. Vice Mayor Gayaldo expressed concern about the stated timeline for the project. City Engineer Hunter Young responded to questions from the City Council. City Council comments and discussion followed.

PUBLIC COMMENT:
There were none.

Motion to approve Consent Calendar Item No. 2L by Councilmember Broadway and seconded by Councilmember Bass. Passed by the following vote:

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

3. SPECIAL PRESENTATIONS

None.

4. PUBLIC HEARINGS

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

4A. Fire Safe Vegetation Management

Action:

A. Conduct a Public Hearing to Consider Testimony
B. Introduced, Waived Full Reading, and Read by Title Only, an Ordinance of the City Council of the City of Rocklin To Amend Sections 1.16.010 Abatement by City, 1.16.020 Procedure for Creation of Nuisance Abatement Lien, 8.10.020 Additional Definitions, and 8.10.030 Classification of Nuisances of the Rocklin Municipal Code to Differentiate Abatement Procedure from Lien Procedure, Provided Additional Definitions and Revised Classification of Nuisances.

Associate Management Analyst Gabrielle de Farcy presented the item to City Council.

City Manager Zimmermann and Associate Management Analyst de Farcy responded to Councilmember questions.

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

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

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

5. DISCUSSION ITEMS

5A. Fiscal Year 2023/24 Second Quarter: Financial Report, Budget Amendments, and Strategic Plan Update

Action: Adopted Resolution 2024-062 of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended December 31, 2023, and Amending the Fiscal Year 2023/24 Budget.

Deputy Director of Administrative Services Daniel Choe and Assistant City Manager Conway presented the item to City Council.

Deputy Director Choe and City Manager Zimmermann responded to Councilmember questions.

PUBLIC COMMENT:
There were none.

City Council comments followed.

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

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

6. FUTURE AGENDA ITEMS

Councilmember Bass suggested a discussion on the use of the City's remaining ARPA funds.

Mayor Janda adjourned the regular meeting of the City Council at 6:59 p.m.

7. PUBLIC FINANCING AUTHORITY

7A. Rocklin Public Financing Authority's Audited Basic Financial Statements for the Fiscal Year Ended June 30, 2023

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

PUBLIC COMMENT:
There were none.

Action: Adopted Resolution 2024-063 PFA of the Public Financing Authority of the City of Rocklin Accepting the Audited Basic Financial Statements for the Fiscal Year Ended June 30, 2023.

Motion to approve Item No. 7A by Councilmember Bass, seconded by Councilmember Broadway. Passed by the following vote:

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

ADJOURNMENT

Mayor Janda adjourned the meeting at 7:01 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of February 27, 2024 as approved by the Rocklin City Council.

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fire Safe Vegetation (Second Reading of Ordinances)

Date: March 12, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt an Ordinance of the City Council of the City of Rocklin To Amend Sections 1.16.010 Abatement by City, 1.16.020 Procedure for Creation of Nuisance Abatement Lien, 8.10.020 Additional Definitions, and 8.10.030 Classification of Nuisances of the Rocklin Municipal Code to Differentiate Abatement Procedure from Lien Procedure, Provide Additional Definitions and Revise Classification of Nuisances.

Background:

On February 27, 2024, the City Council introduced, read by title only and waived the full reading of the following:

An Ordinance of the City Council of the City of Rocklin Approving to Amend Sections 1.16.010 Abatement by City, 1.16.020 Procedure for Creation of Nuisance Abatement Lien, 8.10.020 Additional Definitions, and 8.10.030 Classification of Nuisances of the Rocklin Municipal Code to Differentiate Abatement Procedure from Lien Procedure, Provide Additional Definitions and Revise Classification of Nuisances (Fire Safe Vegetation Management)

The background materials for this item are contained in the February 27, 2024 City Council Meeting Staff Report, located on the City's website.

ATTACHMENTS:
1. Ordinance No. 1178 - Fire Safe Vegetation

ORDINANCE NO. 1178

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
TO AMEND SECTIONS 1.16.010 ABATEMENT BY CITY, 1.16.020 PROCEDURE FOR CREATION OF NUISANCE ABATEMENT LIEN, 8.10.020 ADDITIONAL DEFINITIONS, AND 8.10.030 CLASSIFICATION OF NUISANCES OF THE ROCKLIN MUNICIPAL CODE TO DIFFERENTIATE ABATEMENT PROCEDURE FROM LIEN PROCEDURE, PROVIDE ADDITIONAL DEFINITIONS AND REVISE CLASSIFICATION OF NUISANCES (Fire Safe Vegetation Management)

WHEREAS, Section VII of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council finds it necessary to update, consolidate, and streamline the Rocklin Municipal Code ("RMC") periodically to comply with recent law enactments and decisions and to achieve more efficient enforcement of code violations to promote public health, safety, and welfare; and

WHEREAS, staff has identified the need to update the Rocklin Municipal Code to provide additional definitions and revise classification of nuisances for the enforcement of fire safe vegetation management; and

WHEREAS, staff has identified the need to update the Rocklin Municipal Code to differentiation the abatement and lien procedures related to fire safe vegetation management and weed abatement; and

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

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

Section 2. Purpose. The purpose of this proposed ordinance is to modify Rocklin Municipal Code (RMC) Sections 1.16.010 Abatement by City, 1.16.020 Procedure for Creation of Nuisance Abatement Lien, 8.10.020 Additional Definitions, and 8.10.030 Classification of Nuisances to provide clarification for the enforcement of weed abatement and fire safe vegetation management programs

Section 3. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 4. Amendment. Section 1.16.010 of the Rocklin Municipal Code is hereby amended to read as follows:

1.16.010 – Abatement by city.

A. Abatement Authority.

1. The California Constitution (Article XI, Section 7) grants the city the authority to make and enforce within its limits local ordinances and regulations concerning nuisances and abatement of nuisances.

2. Pursuant to California Government Code sections 38773 and 53069.4, the city may abate any nuisance at the expense of the persons creating, causing, committing or maintaining the nuisance and any and all expenses of abatement, including reasonable attorney's fees incurred, shall constitute a lien against the property on which the nuisance is maintained and such debt becomes a personal obligation against the property owner.

B. Administrative Abatement Procedures.

Notice Requirement. Whenever a responsible person refuses to abate a nuisance and the owner or person occupying the property refuses to consent to abatement by the city, the enforcement authority shall serve a written notice to abate such nuisance upon the owner of the property (as shown on the last equalized assessment roll or the supplemental roll, whichever is most current), and on any persons known to be possessing such property.

1. Contents of Notice. The notice shall include the following information:
    a. The street address, legal description or other description sufficient to identify the affected property;
    b. A statement that the property owner and/or person in possession of the property has a reasonable period of time from the date of the notice to voluntarily abate the nuisance. The time period for correction shall be determined by the enforcement authority;
    c. A statement that the property owner and/or person in possession of the property, may, during the period of voluntary abatement, (1) file a written request for a hearing with the city clerk as provided for in Section 1.14.040 of this chapter if there is an objection to the demand to abate the nuisance, or (2) present written evidence to the enforcement authority to show that the property owner or person in possession of the property had no responsibility for creating or maintaining the nuisance on the property and that to be required to remove or abate such nuisance will cause financial or physical hardship; and
    d. A statement that if the nuisance is not voluntarily abated within the stated period, and the property owner and/or person in possession of the property fails to present the information set forth in subsection (B)(3) of this section or to file a timely written request for a hearing, all persons served with such notice shall be deemed to have consented to the abatement of the nuisance and that, at the election of the city, the city will abate the nuisance and the

costs for such abatement may be charged against the premises and may be recorded as a lien against the premises.

2. Service of Notice. The notice to abate the nuisance shall be served in accordance with RMC 1.14.029. If the responsible person is not present for personal delivery, if certified mail is refused, or if the location of a responsible person cannot be determined after diligent efforts, notices may be posted in a conspicuous place on the affected property for a period of ten calendar days and by mailing first class to the last known address. The failure to make or attempt such service on any person as required herein shall not invalidate any proceedings under this chapter as to any other person duly served.

C. Summary Abatement.

1. Summary abatement may be authorized if the enforcement authority determines that immediate action is necessary to summarily abate a dangerous condition or an imminent threat to life, health, safety, or general welfare. The cost of abatement shall be the responsibility of the person causing, allowing, committing, or maintaining the nuisance, or the owner of the property, or all of the foregoing.

Section 1.16.020 of the Rocklin Municipal Code is hereby amended to read as follows:

1.16.20 Failure to Pay Costs—Authority to Record Lien or to Declare Lien a Special Assessment Against Parcel.

A. If all or any portion of the costs and expenses incurred by the city in abating the nuisance and accounted for by the enforcement authority remain unpaid after thirty days, pursuant to authority created by law, including Government Code section 38773 et seq., such portion thereof as remains unpaid shall constitute and shall be declared to constitute a lien on the real property which was the subject of notice to abate.

B. Prior to recordation of the lien, notice shall be given to the land owner. If the land owner, after a diligent search cannot be found, the notice may be served by posting a copy of the notice upon the property subject to the lien, in a conspicuous place, for a period of ten days. The notice shall also be published in a newspaper of general circulation in the city.

C. The lien shall attach when the city manager or his/her designee records a lien listing delinquent unpaid nuisance abatement costs with the Placer County recorder's office. The lien shall specify the amount of the lien, the date of the abatement order, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

D. In addition to the recordation of a lien, the amount of the costs and expenses incurred by the city in abating the nuisance plus a reasonable administrative fee established by the city council from time to time to cover the cost of collection may be declared a

special assessment against any real property owned by the responsible person within the city to the extent the responsible person owns more than one parcel within the city. The city council may impose the special assessment on more than one parcel. However, the amount of the assessment shall not exceed the penalty imposed for the administrative violation. The city manager or his/her designee may present a resolution to the city council to declare a special assessment, and upon passage and adoption thereof, shall cause a certified copy thereof to be recorded with the Placer County recorder's office. The assessment may then be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subjected to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.

E. In the event that the lien or special assessment is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subsection (D)(1) of this section shall be recorded.

Section 8.10.020 of the Rocklin Municipal Code is hereby amended to read as follows:

8.10.020 - Additional definitions.

As used in this chapter, certain additional terms and words are defined as follows:

"APN" means the assessor's parcel number as assigned by the county of Placer.

"Building or structure" means any structure used for support or shelter of any use or occupancy.

“Defensible space” means the required space between a structure (home, detached garage, outbuildings, etc.) and the wildland area that, under normal conditions, creates a sufficient buffer to slow or halt the spread of a wildland fire to a structure. Defensible space protects the structure from igniting due to direct flame or radiant heat.

"Flammable vegetation and materials" means any growth or refuse piles that will readily burn, including, but not limited to, dead pine needles or leaves, dry weeds and grasses over four inches in height, dead or dying trees or tree limbs, other dry invasive or noxious plants, or refuse piles, that constitute a fire hazard and endanger people or property.

“Improved property” means but is not limited to any real property developed with at least one building or structure.

"Refuse piles" means accumulations of flammable vegetation, rubbish and/or scrap materials, including, but not limited to, waste paper, wood, hay, straw, weeds, litter or other flammable waste.

Section 8.10.030 of the Rocklin Municipal Code is hereby amended to read as follows:

8.10.030 Classification of nuisances.

The following acts and conditions, when performed or existing upon any lot, piece or parcel of land within the city of Rocklin, are hereby defined as and declared to be public nuisances because they are deemed to be injurious or potentially injurious to the public health, safety and welfare and they have a tendency to degrade the appearance and property values of surrounding property or cause damage to or interfere with public rights-of-way:

A. Maintain defensible space of 100 feet from each side and from the front and rear of each structure, but not beyond the property line unless otherwise required by law of this code. The amount of fuel modification necessary shall consider the flammability of the structure as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained and spaced in a condition so that a wildfire or other fire burning under average weather conditions would be unlikely to ignite the structure. Property subject to this Code shall be mowed or cleared of all flammable vegetation and materials, as defined in this chapter. Any plant, tree, or shrub adjacent to or overhanging a building and/or structure shall be free of dead or dying wood. This does not apply to ornamental shrubbery or similar plants that are used as a groundcover that does not readily support the ignition of fire or a means of rapidly transmitting fire from the growth to any building or structure. A person is not required to manage fuels on land if that person does not have the legal right to manage fuels, nor is a person required to enter upon or to alter property that is owned by any other person without the consent of the owner of the property.

B. All lots, pieces or parcels of land within the city of Rocklin, whether improved or unimproved property, shall be in compliance with standards for the maintenance and control of flammable vegetation and materials. The standards shall be reviewed and may be amended from time-to-time in response to environmental or geographical conditions. Standards shall be effective upon adoption by the city council.

C. The fire chief or his or her designee is authorized to grant exemptions upon any lot, piece or parcel of land within the city of Rocklin upon finding that such exemption is necessary for public health, safety, or welfare.

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect

physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 8. Publication. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on February 27, 2024, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on_____, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 02.27.2024
Second Reading:
Effective Date:

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Community Recognition Commission Recommendations for the 2024 Ruhkala Awards

Date: March 12, 2024

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:
Approve the Community Recognition Commission's recommendations for the 2024 Ruhkala Awards.

Background:
At the February 21, 2024 regular meeting of the Community Recognition Commission, the Commission recommended the following individuals to be honored with a Ruhkala Community Service Award. Information about each nominee is included as Attachment 1.

If approved by City Council, the award recipients will be honored at a future City Council meeting:

- Robin Trimble - Individual Honoree
- Rocklin Chamber Leadership Rocklin - Group/Service Organization Honoree
- Boy Scout Troop 219 and Cub Scout Troop 29 - Youth Honoree
- David Baker - Pioneer Honoree

Fiscal Impact:
There is no additional fiscal impact for the approval of the Ruhkala Award honorees. Expenses for the Ruhkala Award ceremony are budgeted in the City Manager's Office budget.

ATTACHMENTS:
1. Ruhkala Award Recommendations

2024

RUHKALA COMMUNITY SERVICE AWARDS

2024 Ruhkala Awards Nominees

Ruhkala Community Service Awards Nominations

TABLE OF CONTENTS

INDIVIDUAL OR COUPLE

Robin Trimble 2

YOUTH

Boy Scout Troop 219 and Cub Scout Troop 29 4

BUSINESS, GROUP OR SERVICE ORGANIZATION

Rocklin Chamber of Commerce - Leadership Rocklin Program 6

PIONEER

David Baker 8

Ruhkala Community Service Awards Nominations

INDIVIDUAL OR COUPLE

Robin Trimble

Nomination Category: Individual or Couple

Describe the community service performed by the nominee that merits consideration of a Ruhkala Award:

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

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

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

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

Another impactful event that Robin has instituted is the New Teacher Welcome in partnership with the Rocklin Unified School District. The Welcome event exists as a show of support from our business community to celebrate our incoming teachers. In addition, the Chamber also has an annual holiday sock drop and bingo fundraiser that brings in funds and needed socks to multiple area organizations and non-profits.

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

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

Ruhkala Community Service Awards Nominations

How has the nominee's efforts helped the residents, businesses and/or stakeholders of Rocklin?:

N/A

When did the community service take place?:

Robin became the CEO of the Rocklin Area Chamber of Commerce on June 1, 2005. Robin has been in the Rocklin community for over 25 years and her community service spans throughout this extended period of time.

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

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

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

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

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

Submitter Name: Jay Lang

Ruhkala Community Service Awards Nominations

YOUTH

Boy Scout Troop 219 and Cub Scout Troop 29

Nomination Category: Youth

Describe the main goal of the businesses, group or service organization that is being nominated:

The BSA 219 and Troop 29 main goal is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Law. They have a love and desire of taking care of the community that they live and go to school in and these troops live up to that.

How has the nominee's efforts helped the residents, businesses and/or stakeholders of Rocklin?:

Every time the troops has a clean up, several residents who are passing by on the trails or sidewalks will thank the troop for their efforts. Over the last few years, the troops have removed over eighty (80) - 40 gal bags worth of trash as well as several city truck loads of larger debris out of the open space areas. Their efforts are visibly evident and City staff is grateful for their willingness to keep our community and open space areas clean.

Describe the community service performed by the business, group or service organization that merits consideration for a Ruhkala Award:

BSA Troop 219 and Troop 29 adopted the open spaces behind Safeway on Sunset and Park as well as the large open space behind Human Bean all the way to Park Dr. By adopting the open space areas, they are responsible for cleaning up the trash in the large open space areas at least twice a year. They have done a one off clean up of a large open space behind Sunset Ranch Elementary that was in need of a clean up as well. In addition to the open space clean ups, the BSA 219 and Troop 29 have also partnered with the City's Environmental Services Division to assist in an Oak Tree Reforestation Project. They previously gathered over a thousand acorns, planted them in individual pots, have tended to them over the last few years (weeded the individual pots) and are currently growing 3 different varieties of oak trees that are native to Rocklin. Currently, there are over 200 young trees that are thriving and when they are more mature, will eventually be planted in the City's open space.

When did the community service take place?:

The Troop initially adopted the open space areas in October of 2021

Ruhkala Community Service Awards Nominations

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

One thing about troop 219 and 29 is that they are so dependable and really want to make a difference in the community. The troop is so great to work with and are such a great asset to Rocklin's community and the clean up efforts



Submitter Name: Jamie Sartain

Ruhkala Community Service Awards Nominations

BUSINESS, GROUP OR SERVICE ORGANIZATION

Rocklin Chamber of Commerce - Leadership Rocklin Program

Nomination Category: Business, Group or Service Organization

Describe the main goal of the businesses, group or service organization that is being nominated:

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

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

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

How has the nominee's efforts helped the residents, businesses and/or stakeholders of Rocklin?:

N/A

Describe the community service performed by the business, group or service organization that merits consideration for a Ruhkala Award:

N/A

Ruhkala Community Service Awards Nominations

When did the community service take place?:

Rocklin Chamber of Commerce - established in Rocklin: 1969
Rocklin Leadership Rocklin Program - established by the Rocklin Chamber: 2003

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

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

N/A

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

Ruhkala Community Service Awards Nominations

PIONEER

David Baker

Nomination Category: Pioneer

Describe the community service performed by the nominee that merits consideration of a Ruhkala Award:

He is the driving force behind the preservation of historic artifacts and buildings at the Rocklin History Museum, Quarry Adventure Park and other sites throughout the city. David's passion for preserving the history of Rocklin is incomparable, particularly for someone who did not grow up in the area.

How has the nominee's efforts helped the residents, businesses and/or stakeholders of Rocklin?:

As the primary liaison with the city, David is the leader in a number of projects aimed at preserving and protecting the city's history as well as the area's natural habitat. Thanks to his efforts, students taking school field trips, residents and visitors can learn about our city's history from the monuments placed throughout the city as well as during tours of the Rocklin History Museum.

When did the community service take place?:

Started in 2001 and continues to present

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

We think Roy and Peggy Ruhkala would wholeheartedly agree that David Baker deserves the 2024 Ruhkala Pioneer Award.

David Baker's passion for preserving the history of Rocklin is incomparable, particularly for someone who did not grow up in the area. Active with the Rocklin Historical Society since the creation of the Rocklin History Museum, David is the driving force behind the preservation of historic artifacts and buildings for display at the Museum, Quarry Adventure Park and other sites throughout the city. The time he has devoted to working with the city, the Society's board of directors and our community is unmatched.

Gene Johnson first enlisted David to help with work on Rocklin's History Museum at the corner of San Francisco and Rocklin Road. After that, he became a docent, joined the board of directors and has served as the museum's team leader for several years. In 2010, David took on the massive task of updating the society's processes for collecting, cataloging and preserving our historical objects.

As the primary liaison with the city, David has been instrumental in preserving quarry artifacts, placing historic plaques and protecting the natural habitat throughout the city. His current mission is to find a permanent home for the historic Quarry Mining office. David has researched, written the text

and designed nearly all of the historical plaques placed throughout the city. Thanks to his efforts, students participating in our third-grade field trips as well as residents and visitors can learn about our city's history from the beautiful monuments placed throughout the city. And, as a member of the Dry Creek Conservancy, David participates in projects that protect and restore the nature areas surrounding Antelope Creek, Miners Ravine and Clover Valley.

As the museum's curator, David has envisioned bringing the museum into the 21st Century by designing a three-phase long term plan, including updating the technology, archives and planning exhibits. Without his leadership, we would not have acquired the Past Perfect system for documenting history or purchased new computer monitors that will present historic photos to museum visitors. Most importantly, he hired our archivist Sharalee Cartier, who is developing a standardized database and correcting earlier acquisition errors. The goal is to make the museum archives available to the public, researchers and genealogists.

David has also led the effort to protect the Society's photo collection, carefully preserving and digitizing our photo collection, oral histories, personal correspondence and newspaper articles. He is the primary source for making copies of these photos available to residents or local businesses. David has also archived books, letters, tools and equipment that have been donated to the museum.

The editor of our Quarry Quarterly has found a valuable resource in David. He has submitted articles to the newsletter, offered ideas for articles (as well as background and photos), suggested "Mystery Place" questions or filler items as well as provided photos to accompany articles.

David is also the leader in a number of other projects. He consulted with the developer of Quarry Park Adventures – offering information and guidance in protecting the history of the granite operation, including the placement and exhibit of a surfacing machine currently underway. He assembled the exhibits for the Firehouse replica on Front Street. He obtained and arranged for the refurbishment of the dining room chairs from the J. Parker Whitney mansion. And he saved the stained-glass windows from the Whitney Ranch and is overseeing how they will be displayed in the museum. David is working on the development of a mini park/rose garden in honor of Rocklin's first librarian as well as updating the existing signage at Huff Springs.

He is the leading advocate for the recognition of the first Chinese and Native American residents. As a member of the AAPI (Asian-American Pacific Islander) joint organizing committee, David helped plan the festival hosted during Rocklin's 130th Anniversary celebration. He continues to advocate for an annual event honoring this population as well as the development of an area adjacent to the roundhouse rose garden to recognize their contribution to Rocklin's early history.

David was instrumental in working with the Kiwanis Club in hosting the annual tree lighting ceremony when it was held on Front Street as well as organizing the Historical Society's participation in their community carnival.

Prior to his retirement and move to Rocklin in 2000, David trained as an analytical chemist at Fresno State. His career took him to jobs with the U.S. Food and Drug Administration, the U.S. Product Safety Commission and the U.S. Bonneville Power Administration in Washington.

After a 3-1/2-year stint in Tokyo with the U.S. Army Materiel Command's Science and Technology Center, he returned to work at McClellan and then held a position at the Alcohol Section, U.S. Bureau of Alcohol, Tobacco and Firearms.

Ruhkala Community Service Awards Nominations

On a personal level, David has a gentle way of eliciting support from people who don't think they have the time or energy to preserve Rocklin's history. Over the years, he has managed to ferret out little bits and pieces of information from the descendants of the first families.

He is admired for his availability to help whenever there's a problem or a need for additional information. Just send him text or call and he's right there to help solve the problem.

We appreciate David's heart and commitment to preserving the history of his adopted hometown. And we think Roy and Peggy Ruhkala would agree that he deserves the 2024 Pioneer Award.

Gloria Beverage, President, Rocklin Historical Society

Gene Johnson, Rocklin Historical Society lifetime member/founder

Linda Wampler, Rocklin Historical Society board member

Nancy Lohse, Rocklin Historical Society board member

Susan Brooking, Rocklin Historical Society board member

Submitter Name: Gloria Beverage

Ruhkala Community Service Awards Nominations

David Baker

Nomination Category: Pioneer

Describe the community service performed by the nominee that merits consideration of a Ruhkala Award:

For over ten years David has in the Rocklin Historical Society both on the board and as chair of the Museum Committee. He was model participant and energetic contributor through out his service. He attracted and trained others who would serve as docents in the museum (including me). He ran and documented the weekly Museum committee meetings and built consensus on its priorities.

How has the nominee's efforts helped the residents, businesses and/or stakeholders of Rocklin?:

In addition to his leadership, he executed many technical contributions through his implementation of an on line documentation of historical photos, families, community activity, and historic events. There by, easing access to a vast trove of visual and written Rocklin History. He coordinated the with RHS board and its "Fix It" team to maintain and constantly improve the museum. Also, he coordinated museum access with students and groups holding an interest in Rocklin's history. He contributed enormously to achieving RHS In addition to his leadership he executed many technical contributions through his implementation of on line documentation of historical families, commmunity activity, and historic events. He contributed to the RHS museum being recognized throughout Placer County as being the best Museum (Chamber of Commerce & Others) assessment.

When did the community service take place?:

As mentioned above over at least the last ten years, but it may well have been longer as his involvement pre-dates mine.

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

David has been a steady and relentless contributor to this very important aspect of what makes Rocklin unique. He merits recognition in whichever category you choose (e.g. Pioneer, or Individual) Thank you for considering my submission.

Submitter Name: Jerry Mitchell

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Ranch Dutch Bros Landscape Maintenance Agreement

Date: March 12, 2024

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 a Landscape Maintenance Agreement and Authorizing the City Manager to Execute the Landscape Maintenance Agreement with CVP – Rocklin DB, LLC.

Background:
As a part of the Whitney Ranch Dutch Bros project, the Developer, CVP – Rocklin DB, LLC, has agreed to maintain both the City owned landscape area within the City-owned right-of-way along the Dutch Bros perimeter, located on Whitney Ranch Parkway. A Landscape Maintenance Agreement is required to formalize this arrangement. This agreement will ensure a uniform landscape treatment and simplify maintenance responsibilities. The Developer will maintain the landscape and irrigation system on the City owned right-of-way located on Whitney Ranch Parkway as identified on the Project Location Map (Attachment 2).

This agreement provides a benefit to both the Developer and the City by eliminating the need to install duplicative irrigation systems for both the project frontage and the City's right-of-way. It also provides the developer control of the aesthetics of their frontage, and long-term maintenance savings to the City. The agreement requires the Developer to maintain proper insurance coverage naming the City as an additional insured. The agreement also includes the City's standard hold harmless provision.

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

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

ATTACHMENTS:
1. Resolution with Exhibit A - Landscape Maintenance Agreement
2. Project Location Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A LANDSCAPE MAINTENANCE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LANDSCAPE MAINTENANCE AGREEMENT WITH CVP - ROCKLIN DB, LLC

WHEREAS, on March 21, 2023, the City of Rocklin Planning Commission approved the design review for Whitney Ranch Dutch Bros; and,

WHEREAS, Condition No. 8 in the Design Review requires the Developer and the City enter into a Landscape Maintenance Agreement whereby the property owner shall maintain the irrigation system and all plant materials.

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

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

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

PASSED AND ADOPTED this 12th day of March, 2024, by the following roll call vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Recording Requested by
and Return to:

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

LANDSCAPING MAINTENANCE AGREEMENT
(CVP - Rocklin DB, LLC)

This Agreement is entered into as of March 12, 2024, by and between the City of Rocklin, a municipal corporation ("City") and CVP - Rocklin DB, LLC ("Developer").

RECITALS

1. Developer has received approval for and is pursuing construction of the project known as Whitney Ranch Dutch Bros ("Project"), located at 1277 Whitney Ranch Parkway, Rocklin, CA, approved by City of Rocklin Planning Commission Resolution No. PC- 2023-06.

2. A condition of approval of the Project requires Developer to landscape and maintain the perimeter of the site, a portion of which is immediately adjacent to the landscaped right-of-way of Whitney Ranch parkway. The landscaped areas of the Project and the adjacent right-of-way are depicted on Exhibit A, attached hereto and by this reference is incorporated herein, ("Landscaped Area"). The portion of the Landscaped Area within the City right-of-way would normally be maintained by City out of revenues generated by CFD 5 (the "District") of which the Project is a part.

3. To insure a uniform landscaping treatment and simplify maintenance responsibilities, City and Developer enter into this Agreement to allow Developer to landscape the right-of-way portions of the Landscaped Area along with the Project landscaping and assume maintenance responsibility for the entire Landscaped Area.

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

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

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

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

8. Insurance.

A. Developer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Developer, its agents, representatives, employees, or subcontractors. All coverage available to the Developer as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Developer shall provide to City the full policy limits of Developer's insurance, with coverage at least as broad as, and limits no less than, the following:

1. General Liability. Developer shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: Two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit.

2. Worker's Compensation and Employer's Liability Insurance. Developer shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Developer may have for worker's compensation. Developer shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the

following: one million dollars ($1,000,000) each accident; one million dollars ($1,000,000) policy limit bodily injury by disease; one million dollars ($1,000,000) each employee bodily injury by disease.

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

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

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

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

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

C. The insurance company or companies providing Developer the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

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

E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement and shall be on an occurrence policy form.

F. If Developer, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Developer resulting from the breach.

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

H. Developer shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement at any time.

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

I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provision: the State Compensation Insurance Fund waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the State Compensation Insurance Fund in connection with work performed by Developer under this Agreement.

9. Developer shall defend, indemnify and hold harmless City, its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including litigation costs and attorneys fees, arising out of Developer's performance or non-performance of its duties and obligations under this Agreement, caused in whole or in part by any negligent act or omission of Developers, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

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

11. Attorney Fees; Litigation Costs.

If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

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

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

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

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

B. Developer shall modify or replace the then existing irrigation system, to the satisfaction of City, and install, or pay the City the cost to have installed, a City water meter located within the public right-of-way. If the Developer fails to perform the work necessary to revise the irrigation system and install a City water meter, the City may at its option, perform or cause to be performed said work on behalf of Developer and assess a lien against Developer's property for the cost of the work.

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

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

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

City: City of Rocklin
c/o City Manager
3970 Rocklin Road
Rocklin, California 95677

Developer: CVP - Rocklin DB, LLC
SW2188 Park Place, Ste. 100
Portland, OR 92705

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

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

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

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

DEVELOPER:

_____
Signature

Print Name:_____

Title:_____

_____

Signature

Print Name:_____

Title:_____

APPROVED AS TO FORM

_____

Matthew McOmber, City Attorney

ATTEST

_____

Avinta Singh, City Clerk

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

State of California)
County of Placer)

On this _____ day of _____, 20___, before me _____, notary public,
(Notary Name and Title)
personally appeared
_____
_____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

My Commission Expires: _____

_____
Notary Public in and for said county and state

(SEAL)

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

State of California)
County of Placer)

On this _____ day of _____, 20___, before me _____, notary public,
(Notary Name and Title)
personally appeared
_____
_____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

My Commission Expires: _____

_____
Notary Public in and for said county and state

(SEAL)

PROJECT LOCATION MAP



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Animal Control and Care Service Agreement with County of Placer - Amendment No. 1.

Date: March 12, 2024

Submitted By: Luke Sincerny, Lieutenant
Chad Morris, Captain
Rustin Banks, Chief of Police

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Contract for Services with County of Placer, Department of Health and Human Services-Animal Services Division and Authorizing the City Manager to Execute Amendment No. 1.

Background:
In 2021, the City of Rocklin entered into a four-year agreement (via Resolution No. 2021-135) for animal control and care services with the County of Placer, Department of Health and Human Services in an amount not to exceed $295,465. The agreement runs from July 1, 2021 through June 30, 2025.

In May 2023 the Police Department identified a need for additional animal control and relief services from Placer County (County) due to temporarily reduced staffing resources available at the City. The City worked with the County to identify the specific services that were needed and length of time required to continue to provide uninterrupted animal control services within the city limits of Rocklin. The County provided these additional services within the terms in the existing contract; however, it is necessary to modify the current agreement to increase the total amount of contract by an additional $17,000 due to the increased payments for added field services. The amendment also provides further defining language for engaging in future requests for field services.

Staff recommends approving Amendment No 1 as prepared by County of Placer for a new total agreement amount not to exceed $312,465.

Fiscal Impact:
There is no direct fiscal impact to the Fiscal Year (FY) 2023/24 Annual Budget. Amendment No. 1 brings the total four-year contract not to exceed amount to $312,465. Sufficient funds are available in the FY 2023/24 Annual Budget for the Police Department.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Amendment No. 1 to County of Placer Agreement

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AMENDMENT NO. 1 TO THE CONTRACT FOR SERVICES WITH COUNTY OF PLACER, DEPARTMENT OF HEALTH AND HUMAN SERVICES-ANIMAL SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1

WHEREAS, the City of Rocklin entered into a four-year agreement (Resolution No. 2021-0135) for animal control and care services with the County of Placer, Department of Health and Human Services on or about July 1, 2021 for the total agreement amount not to exceed $295,465; and

WHEREAS, the City identified a need for additional temporary animal control and relief services as outlined in the contract; and

WHEREAS, the costs to perform the additional services from May 2023 through November 2023 was $5,400; and

WHEREAS, it is necessary to modify the current agreement to increase the total amount of contract due to the increased payments for temporarily added field services; and

WHEREAS, increase in contract amount will result in no fiscal impact to the City.

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

Section 1. The City Council approves Amendment No. 1 to the contract for services with County of Placer, Department of Health and Human Services-Animal Control Division and authorize the City Manager to execute Amendment No. 1 in substantially the form attached hereto as Exhibit A.

PASSED AND ADOPTED this 12th day of March, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Madhukansh-Singh, City Clerk

CONTRACT AMENDMENT
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION:	Animal Control and Care Services
CONTRACT NO.	HHS000329***-A***
BEGINS:	July 1, 2021
ENDS:	June 30, 2024
ADMINISTERING AGENCY:	Health and Human Services, Animal Services Division

Description: First amendment to this contract between the County of Placer, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and the City of Rocklin, hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

WHEREAS, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

WHEREAS, both COUNTY and CITY have the authority to remove dead stray domestic and wild animals from public property and streets, and

WHEREAS, CITY may not have adequate resources to provide field and enforcement services related to domestic animals within the CITY, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

WHEREAS, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Services Center, operated by COUNTY and located at 11232 B Avenue, Auburn, CA 95603, and

WHEREAS, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

WHEREAS, it is necessary to modify the current agreement to increase payment as the City has asked for Field Services from the COUNTY,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree ***to the amendment to their agreement*** as follows, additions are shown in bold, italics and deletions are shown in strike-through:

3. **PAYMENT:** CITY shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B***-1***, titled Payment Provisions, attached hereto. The payment specified in Exhibit B***-1*** shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed ~~**TWO HUNDRED NINETY-FIVE THOUSAND FOUR HUNDRED SIXTY-FIVE DOLLARS ($295,465)**~~ ***THREE HUNDRED TWELVE THOUSAND FOUR HUNDRED AND SIXTY FIVE DOLLARS ($312,465)***. This rate shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. **INVOICES:**

   4.1. COUNTY will provide invoices to CITY on a quarterly basis. CITY will review, approve, and pay all valid invoices within 30 days of receipt.

4.2. COUNTY shall notify CITY no later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 3 and Exhibit B***-1*** and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.

4.3. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

City of Rocklin Police Department
Attn: Accounts Payable
4080 Rocklin Road
Rocklin, CA 95677

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B***-1***, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

//Signatures on following page

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF PLACER ("COUNTY")	CITY OF ROCKLIN ("CITY")
_____ Robert L. Oldham, Director, Department of Health & Human Services Date: _____	_____ Signature _____ Print Name, Title Date: _____
Approved as to Form Office of Placer County Counsel _____ Date: _____	Approved as to Form Office of City Attorney _____ Date: _____

DRAFT

EXHIBITS:

Exhibit A – Scope of Services
Exhibit B-***1*** – Payment Provisions
Exhibit C – Insurance and Indemnification Requirements

EXHIBIT A

SCOPE OF SERVICES

1. **DESCRIPTION OF SERVICES:**

1.1. Animals seized or picked-up by CITY within CITY'S jurisdiction shall be taken to the COUNTY Animal Services Center operated and maintained by COUNTY at 11232 B Avenue, Auburn, CA 95603. COUNTY Animal Services Center shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.

1.2. COUNTY will keep, maintain, and care for stray and owner surrendered animals at the COUNTY Animal Services Center until redeemed by owner or person entitled to custody, adopted, or euthanized as governed by California Food and Agriculture Code Sections 17005, 17006, 31108, 31752, 31752.5, 31753, and 31754... Animals impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, 31752.5, 31753, and 31754..

Adoption and euthanasia procedures shall be performed in accordance with California Food and Agriculture Code Sections 17005, 17006, 30503, 31107, 31108, 31108.5, 31751.3, 31752, 31752.5, 31753, 31754 and 32003; California Penal Code Sections 597, 597.1 and 599d; California Code of Regulations Title 16, Section 2039 and Title 17, Section 2606; California Civil Code Section 1834.4 and California Business and Professions Code Section 4827.

1.3. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.

1.4. COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY and COUNTY animals.

1.5. COUNTY shall dispose of all dead animals delivered to the Animal Services Center from CITY subject to Chapter 6.08.080 of the Placer County Code, and any other applicable laws or regulations.

1.6. Animals/specimen delivered to COUNTY for rabies testing will be prepared, properly stored, and transported to the Sacramento County Public Health Laboratory for analysis. COUNTY will receive results and notify the CITY of the outcome and any Public Health recommendations as appropriate upon receipt of the results.

1.7. COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, Food and Agriculture Code, Code of Regulations, Business and Professions Code and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance. CITY herein designates the COUNTY and the COUNTY herein agrees to serve as the enforcing agency on behalf of the CITY for purposes set forth in this contract.

1.8. CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597 and California Civil Code 1834.

1.9. CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the

requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Exhibit B, Payment Provisions under the heading "Field Services".

1.10. COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.

1.11. COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement.

DRAFT

PAYMENT PROVISIONS

Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

The total amount of this contract shall not exceed ~~Two Hundred Ninety-Five Thousand Four Hundred Sixty-Five Dollars ($295,465)~~ ***THREE HUNDRED TWELVE THOUSAND FOUR HUNDRED AND SIXTY FIVE DOLLARS ($312,465)***. This amount is meant to be a maximum and COUNTY will bill based on actual services. The amount allows for flexibility to include the annual CPI increases up to 3%. Changes to this maximum contract amount due to an increase in pro-rata share shall be memorialized in a subsequent amendment.

1. Charges for Animal Services

   The charges for all services set forth in Exhibit A, Scope of Services shall be based on the CITY'S pro-rata share of Animal Services Fiscal Year 2021-2022 budgeted operating cost. For Fiscal Year 2021-2022, charges are set at **Twenty-Three Thousand Eight Hundred Ninety-Eight Dollars ($23,898) per calendar quarter**. Charges for Fiscal Years 2022-2023 and 2023-2024 shall be subject to an annual adjustment based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers. The adjustment shall be calculated using the most recent twelve-month period data available as of April 30 for each year.

2. Charges for Field Services

   Charges for services provided in accordance with Section 1.9 of Exhibit ***A, services*** shall be billed separately as detailed below ***and will be set at a maximum of Seventeen Thousand Dollars ($17,000) per contract term. Additionally, services must be agreed to by both parties in advance. For any service requests by CITY after November 30, 2023, services must be agreed to by both parties in writing for a set period of time.***

   2.1. For any field services performed by COUNTY the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.110.

   2.2. Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.110.

   2.3. Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.

DRAFT

EXHIBIT C

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

   COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

   CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

   This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

2. INSURANCE:

   It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars ($1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars ($1,000,000) general liability, one million dollars ($1,000,000) automobile liability, and one million dollars ($1,000,000) workers' compensation.

DRAFT

DRAFT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Multi-Band Radio Upgrade

Date: March 12, 2024

Submitted By: Reginald Williams, Fire Chief

Department: Fire

Recommendation:
Adopt a Resolution of the City of Rocklin Authorizing the City Manager to Purchase Multi-Band Mobile and Portable Radios through Motorola Solutions, Inc. using a Cooperative Agreement.

Background:
The City of Rocklin maintains an analogue public safety communications system to support police and fire with plans to move to a full digital platform in the near future and once both departments have compatible equipment. The addition of fifteen (15) Motorola APX8500 mobile (in vehicle) and forty (40) Motorola APX8000 portable (handheld) multi-band radios will outfit the operations of the current Fire Department fleet and personnel.

Rocklin Municipal Code Section 3.04.090(C) allows for the City to enter into cooperative purchasing/procurement arrangements with other governmental entities without separate competitive bidding by the City if a governmental agency has solicited bids and awarded a contract for the goods and services which the City desires to obtain, and participation in such an agreement is agreement to the bidder awarded the contract. Therefore, staff recommends the purchase of Motorola Solutions, Inc. multi-band radios for a cost not to exceed $600,000 utilizing Cooperative Purchase Master Agreement No. RA 05-21 between Houston-Galveston Area Council and Motorola Solutions, Inc.

Fiscal Impact:
The City Council set aside $600,000 in the fund balance of the General Fund (100) to acquire multi-band radios. A budget appropriation of $600,000 is now necessary to facilitate the purchase. Accordingly, staff recommends appropriating the $600,000 in the Fiscal Year 2023/24 Annual Budget within the General Fund (100) from its fund balance.

ATTACHMENTS:
1. Resolution
2. Motorola Quotation for Radio Purchase
3. Cooperative Purchase Master Agreement No. RA 05-21

RESOLUTION NO. 2024-

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE MULTI-BAND MOBILE AND PORTABLE RADIOS THROUGH MOTOROLA SOLUTIONS, INC. USING A COOPERATIVE AGREEMENT

WHEREAS, the City of Rocklin is temporarily maintaining an archaic analogue public safety communications system to support police and fire with plans to move to a full digital platform in the near future and when both departments have fully compatible equipment; and

WHEREAS, the City has a need for multi-band, portable, and compatible radio equipment and radios (collectively Radios) to be able to communicate on multi-department and multi-jurisdictional incidents within the city and greater Placer County; and

WHEREAS, the City has identified available funds to purchase the necessary Radios and will require budget amendments; and

WHEREAS, the Houston-Galveston Area Council has performed a solicitation and executed Cooperative Purchase Master Agreement No. RA 05-21 with Motorola Solutions, Inc. for Radios that of the type that are compatible and will help fulfill the City's needs; and

WHEREAS, Rocklin Municipal Code Section 3.04.090(C) allows for the City to enter into cooperative purchasing/procurement arrangements with other governmental entities without separate competitive bidding by the City if a governmental agency has solicited bids and awarded a contract for the goods and services which the City desires to obtain and staff wishes to proceed with purchasing Radios from Motorola, Inc. without separate competitive bidding under Cooperative Purchase Master Agreement No. RA 05-21; and

WHEREAS, the City Council set aside $600,000 for the acquisition of multi-band radios in the fund balance of the General Fund (100). To facilitate the radio purchase, a budget appropriation of $600,000 in the General Fund from its fund balance is required; and

WHEREAS, Motorola, Inc. has provided a written Quote to the City for the Radios that City wishes to obtain (Quote); and

WHEREAS, Motorola, Inc.'s Quote states that any sales transaction following Motorola's quote is subject to a written contract terms and conditions.

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

Section 1. Each Recital is true and correct and is hereby incorporated by reference.

Section 2. The budget appropriation of $600,000 in the General Fund (100) from its fund balance is hereby approved.

Section 3. The City Council approves the purchase of Radios as set forth herein, without separate competitive bidding requirements, as set forth in Motorola's Quote and pursuant to the contract terms in the Cooperative Agreement (also identified as the "Master Agreement," "Motorola General Provisions," and "Motorola Special Provisions"), all of which are attached and incorporated hereto as Exhibit A.

Section 4. The City Council approves the Quote and the Cooperative Agreement and authorizes the City Manager to execute same and any necessary purchase documents with Motorola Solutions, Inc. to purchase Radios for the City's Fire Department utilizing Cooperative Purchase Master Agreement No. RA 05-21 between Houston-Galveston Area Council and Motorola Solutions, Inc., or a contract containing terms that are substantially similar and do not materially differ from said Agreement, with a total amount not to exceed $600,000.

PASSED AND ADOPTED this 12th day of March, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

MOTOROLA SOLUTIONS







ROCKLIN, CITY OF

APX 8000HXE (40)

11/07/2023

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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. © 2020 Motorola Solutions, Inc. All rights reserved.

11/07/2023

ROCKLIN, CITY OF
3970 ROCKLIN RD
ROCKLIN, CA 95677

RE: Motorola Quote for APX 8000HXE (40)
Dear Shawn Watkins,

Motorola Solutions is pleased to present ROCKLIN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

Billing Address:
ROCKLIN, CITY OF
3970 ROCKLIN RD
ROCKLIN, CA 95677
US

Shipping Address:
ROCKLIN, CITY OF
MOTOROLA FIELD SERVICE
1828 TRIBUTE RD STE K
SACRAMENTO, CA 95815
US

Quote Date:11/07/2023
Expiration Date:04/25/2024
Quote Created By:
Kelly Stayart
Kelly.Stayart1@
motorolasolutions.com

End Customer:
ROCKLIN, CITY OF
Shawn Watkins
Shawn.Watkins@rocklin.ca.us
(916) 625-5300

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000HXE				
1	H91TGD9PW8AN	APX 8000H ALL BAND PORTABLE MODEL 2.5	40	$8,257.60	$6,028.05	$241,122.00
1a	H869BW	ENH: MULTIKEY	40	$363.00	$264.99	$10,599.60
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	40	$567.00	$413.91	$16,556.40
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	40	$330.00	$240.90	$9,636.00
1d	QA02006AD	ENH: APX8000HXE RUGGED RADIO	40	$880.00	$642.40	$25,696.00
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	40	$184.00	$184.00	$7,360.00
1f	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	40	$0.00	$0.00	$0.00
1g	QA09001AB	ADD: WIFI CAPABILITY	40	$330.00	$240.90	$9,636.00
1h	H38BS	ADD: SMARTZONE OPERATION	40	$1,650.00	$1,204.50	$48,180.00
1i	QA09113AB	ADD: BASELINE RELEASE SW	40	$0.00	$0.00	$0.00
1j	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	40	$110.00	$80.30	$3,212.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	Q629AH	ENH: AES ENCRYPTION AND ADP	40	$523.00	$381.79	$15,271.60
1l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	40	$28.00	$20.44	$817.60
2	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	40	$213.15	$159.86	$6,394.40
3	NNTN7624C	CHARGER,CHR IMP VEH EXT NA/EU KIT	40	$509.76	$382.32	$15,292.80
4	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	3	$186.50	$139.88	$419.64
5	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	40	$665.28	$498.96	$19,958.40
6	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	4	$1,705.20	$1,278.90	$5,115.60
Subtotal						$435,268.04
Estimated Tax						$31,556.93
Grand Total						$466,824.97(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS







ROCKLIN FIRE DEPT, CITY OF

APX 8500 (15)

09/27/2023

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09/27/2023

ROCKLIN FIRE DEPT, CITY OF
4060 ROCKLIN ROAD
ROCKLIN, CA 95677

RE: Motorola Quote for APX 8500 (15)
Dear Shawn Watkins,

Motorola Solutions is pleased to present ROCKLIN FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

Billing Address:
ROCKLIN FIRE DEPARTMENT, CITY OF
4060 ROCKLIN ROAD
ROCKLIN, CA 95677
US

Shipping Address:
ROCKLIN FIRE DEPARTMENT, CITY OF
4060 ROCKLIN ROAD
ROCKLIN, CA 95677
US

Quote Date:09/27/2023
Expiration Date:04/25/2024
Quote Created By:
Kelly Stayart
Kelly.Stayart1@motorolasolutions.com

End Customer:
ROCKLIN FIRE DEPT, CITY OF
Shawn Watkins
shawn.watkins@rocklin.ca.us
+1.916.625.5560

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	15	$5,893.68	$4,302.39	$64,535.85
1a	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	15	$110.00	$80.30	$1,204.50
1b	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	15	$105.00	$76.65	$1,149.75
1c	G51AT	ENH:SMARTZONE	15	$1,650.00	$1,204.50	$18,067.50
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	15	$288.00	$288.00	$4,320.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	15	$66.00	$48.18	$722.70
1f	G843AH	ADD: AES ENCRYPTION AND ADP	15	$523.00	$381.79	$5,726.85
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	15	$0.00	$0.00	$0.00
1h	G67EH	ADD: REMOTE MOUNT E5 MP	15	$327.00	$238.71	$3,580.65
1i	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	15	$0.00	$0.00	$0.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	15	$567.00	$413.91	$6,208.65
1k	GA01670AA	ADD: APX E5 CONTROL HEAD	15	$717.00	$523.41	$7,851.15
1l	W22BA	ADD: STD PALM MICROPHONE APX	15	$79.00	$57.67	$865.05
1m	QA09113AB	ADD: BASELINE RELEASE SW	15	$0.00	$0.00	$0.00
1n	W969BG	ADD: MULTIKEY OPERATION	15	$363.00	$264.99	$3,974.85
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	15	$330.00	$240.90	$3,613.50

Subtotal $121,821.00

Estimated Tax $8,832.02

Grand Total $130,653.02(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

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AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 7/31/2023

Signed for: **Motorola Solutions, Inc.**

DocuSigned by:
Scott Lees
036A3CF0B16F414...

Printed Name & Title: Scott Lees VP Government Sales - West

Date: 7/31/2023

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MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

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ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 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 the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

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NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

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ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

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ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

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notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

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Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

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Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

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ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master 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 Master 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 Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

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Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

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The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

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unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.		**H-GAC**	
Signature	DocuSigned by: Neil Thomas 5735C8DA453B4A1...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Neil Thomas	Name	Chuck Wemple
Title	Vice President, Western Region	Title	Executive Director
Date	9/28/2021	Date	9/27/2021

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

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provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

a. General liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
    i. Product liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is $500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount

DocuSign Envelope ID: B37FC13E-031F-495B-9226-EE37DAAD442B

f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

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ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor 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 the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

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Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders 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.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of $150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 Master Agreement, and the extension,

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continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable 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 (Pub. L. 94-163, 89 Stat. 871).

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Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

5. **Dealer/Reseller as Respondent**

   If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. **Approval by Manufacturer**

   Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. **Administrative Fee**

   For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

   Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. **Contractor Status**

   Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

   a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
   b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
   c) Whether Respondent is a Texas resident or a non-resident business.

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Attachment A
Motorola Solutions Inc.
Radio Communications/Emergency Response Equipment
Contract No.: RA05-21

Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	**PA**	Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
2	**PB**	Integrated Command Control Equipment System Integration Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	

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3	**PC**	Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
4	**PD**	Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc..) Network Services for all category technologies Cloud Services and Associated Integration	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.***	APC Summary Provided Below.
MOTOROLA INTEGRATION SERVICES - LMR **Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.**						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Project Management Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	System Technologist Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Hourly Rate*	$150
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Daily Rate*	$1,200
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Radio Installation*	$180-$600
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Radio Programming*	$55-$125
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Data Installation*	$180-$600
					*Prices may vary by Region and Stated Scope. Travel Not Included.	
MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG9-1-1 Consulting Services-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Project/Program Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Wireless Security Technician-Daily Rate*	$1,900

			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Penetration Tester (Wired Network)-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Trainer-Daily Rate*	$1,650
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Security Code Reviewer-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Incident Response and E-Discovery Assistance-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Project Management-Daily Rate*	$750
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Internet Protocol Network Assessment-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Network Design and Integration-Daily Rate*	$2,033
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	$2,100
APC SUMMARY						
	6	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Dispatch Support	
	42	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Upgrade Operations Support	
	43	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Field Service Support	

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	127	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Shop Services	
	135	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Drop Ship Freight	
	185	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Subscriber Services	
	208	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Project Management Services	
	231	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Partner Maintenance Support	
	290	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Warranty Services	
	298	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Essential Support	
	306	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Site Development Services	
	348	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Premier Support	
	373	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Advanced Support	
	390	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Manager Support	
	427	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Services	
	431	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Essential	
	519	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Security Monitoring Support	
	560	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Remote Patching Support	
	561	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Network Monitoring Support	
	670	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Asset Management Service	
	700	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Advanced	
	701	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Premier	
	724	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola APX Next Management Support - Advanced	
	769	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Preventative Maintenance Support	
	772	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Technical Support	
	814	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Cyber Security Assessment Support	
	823	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Hardware & Software Support	
	847	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Services	
	848	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Monitoring	
	859	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Delta Risk Cyber Security Services	
	882	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO On-Site Support	
	929	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Infrastructure Repair Support	

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	943	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Training Service Support	
	948	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Maintenance Support	
	969	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Local Patching Support	
	901	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Migration Assurance Program	
	902	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SMA	
	903	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUA, SUA II	
	904	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUS	
	905	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SA	
	390	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Performance Management Reports	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	NG-911	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Security, IP Networking	
	670	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SI	
	842	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	311 Software	
	561	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Monitoring	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Preventive Maintenance & Onsite Infrastructure Response	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUAII	
	772	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Technical Support	
	929	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services	
	206	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Subscriber Repair	
	293	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services/Training	
	17	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne CAD Delivery Services	
	30	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex CAD Delivery Services	
	79	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness Delivery Services	
	86	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Emergency Notification Delivery Services	
	90	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne Records Delivery Services	
	97	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Records Delivery Services	
	99	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Jail Delivery Services	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Digital Evidence Delivery Services	
	168	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Kodiak Delivery Services	

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	327	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Mobile Delivery Services	
	331	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Suite Deployment	
	473	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Spillman Delivery Services	
	586	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CallWorks Delivery Services	
	639	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Critical Connect Delivery Services	
	634	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	572	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Interface SA	
	144	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Professional Services, Training Analytics Plus Only	

Motorola Solutions' Offered Items Pricing (Catalog/ Price Book) is available on-line at: https://www.hgacbuy.org/media/hgacbuy/catalogs/RA05-21/Motorola-Solutions.zip

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Acceptance and Notice of Completion of the Sunset Whitney Recreation Area Building Demolition Project

Date: March 12, 2024

Submitted By: Jeff Scanlon, Administrative Analyst

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work known as the Sunset Whitney Recreation Area Building Demolition Project, Approving the Notice of Completion, and Authorizing the Execution and Recordation of the Notice on Behalf of the City (Double B Demolition, Inc.)

Background:
On October 10, 2023, the City Council awarded the contract for the Sunset Whitney Recreation Area (SWRA) Building Demolition Project to Double B Demolition, Inc. (Resolution No. 2023-160) in the amount of $288,000, with an authorized project amount not to exceed $345,600. The project consists of asbestos abatement and the removal and demolition of two (2) existing clubhouse buildings, maintenance buildings, landscaping, concrete slabs, and hardscaping.

On December 12, 2023, the City Council approved an increase to the total authorized contract amount by $39,100 (Resolution 2023-212), for additional asbestos abatement areas identified outside of the original project scope. The Project was included in the Fiscal Years (FY) 2024-2028 Capital Investment Plan (CIP) and the FY 2023/24 Operating Budget approved by City Council on June 27, 2023.

The contract with Double B Demolition, Inc. has an authorized compensation not to exceed $384,700. Three (3) change orders were issued and the project came in under budget, at a contract amount of $340,000.

The Project was completed on January 30, 2024. Staff recommends the City Council accept the public work known as the SWRA Building Demolition Project, approve the Notice of Completion, and authorize the execution and recordation of the Notice on Behalf of the City.

Fiscal Impact:
The project was funded by the General Fund (100) and was completed under budget. The savings realized will be retained in the SWRA Improvement project to support other SWRA Improvement sub-projects.

ATTACHMENTS:
1. Resolution
2. SWRA Building Demo Project Location Map

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE SUNSET WHITNEY RECREATION AREA BUILDING DEMOLITION PROJECT, APPROVING THE NOTICE OF COMPLETION, AND AUTHORIZING THE EXECUTION AND RECORDATION OF THE NOTICE ON BEHALF OF THE CITY
(Double B Demolition, Inc.)

WHEREAS, on October 10, 2023, the City Council of the City of Rocklin awarded the contract for the Sunset Whitney Recreation Area (SWRA) Building Demolition Project to Double B Demolition, Inc. (Resolution No. 2023-160) in the amount of $288,000. The project consists of asbestos abatement and the removal and demolition of two (2) existing clubhouse buildings, maintenance buildings, landscaping, concrete slabs, and hardscaping; and

WHEREAS, the Rocklin Municipal Code section 3.04.050 authorizes a contingency of fifteen percent of the contract amount for public work projects; however, due to the potential for unforeseen conditions once the project began, staff recommended an additional five percent, for a total of twenty percent ($57,600), bringing the total authorized contract amount to $345,600; and

WHEREAS, on December 12, 2023, the City Council approved an increase to the to the total authorized contract amount by $39,100, (Resolution 2023-212) for additional asbestos abatement areas identified outside of the original project scope, bringing the total authorized contract amount to $384,700; and

WHEREAS, the project was completed on January 31, 2024, at a total cost of $340,000.

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

Section 1. The Notice of Completion attached hereto relative to the public work known as the SWRA Building Demolition Project, is hereby approved and the public work accepted.

Section 2. The City Engineer is authorized to execute the Notice of Completion of the SWRA Building Demolition Project on behalf of the City of Rocklin.

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

PASSED AND ADOPTED this 12th day of March, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Recording Requested by and Return to:

No Fee Per Gov't Code §27383

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as the SWRA Building Demolition Project is complete. The location of said project is 4201 Midas Avenue, Rocklin, CA 95677, as depicted in Exhibit A attached hereto. The surety on the project was Suretec Insurance Company. The owner of said project is the City of Rocklin. The date of completion was January 31, 2024.

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. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

City of Rocklin

ATTEST:

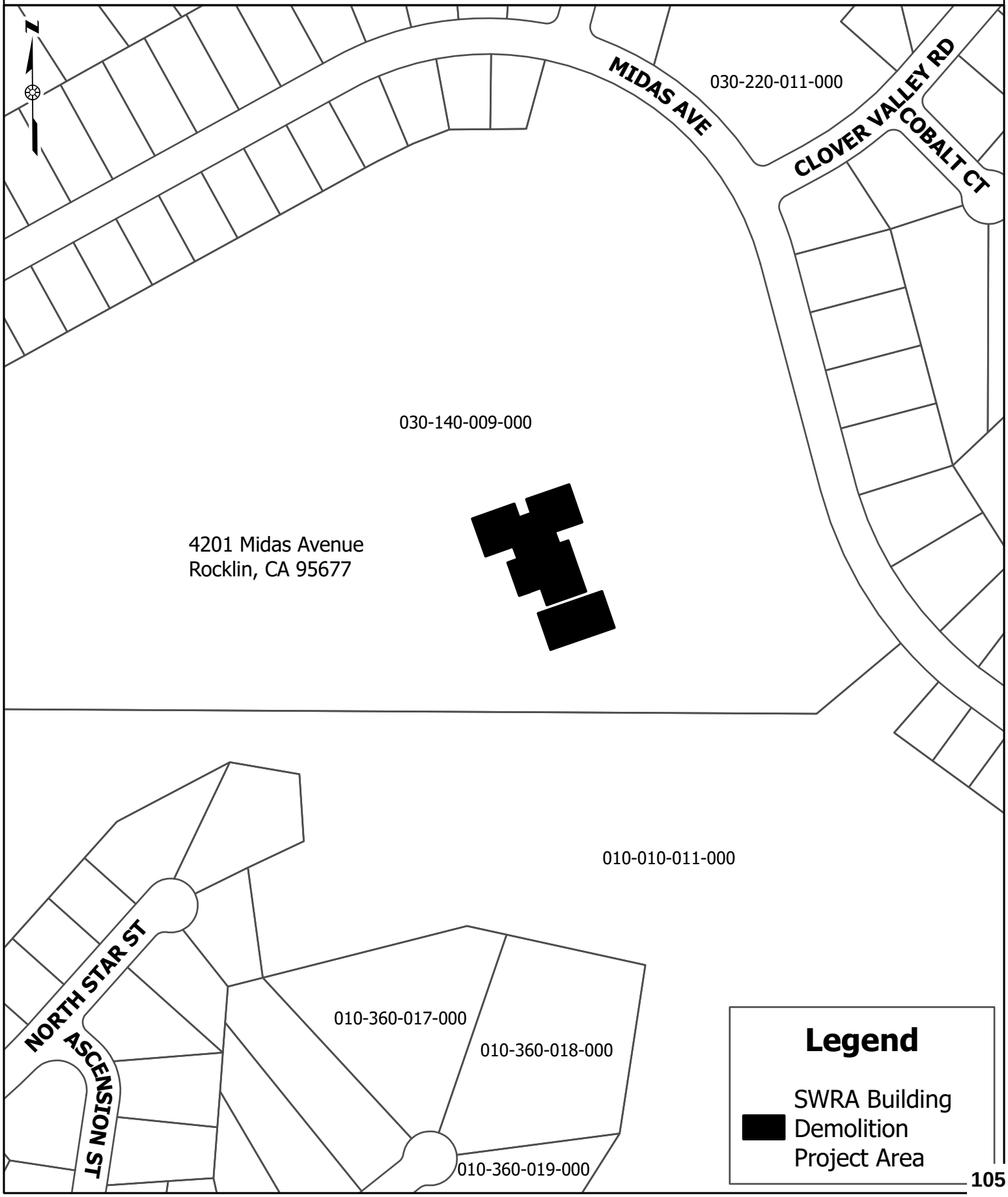
_____
Hunter Young, City Engineer – City of Rocklin – 3970 Rocklin Road – Owner of the Public Work Improvement

_____
Avinta Singh, City Clerk

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

Date:_____ Signature: _____
Hunter Young, City Engineer
Rocklin, California

Exhibit A


N
MIDAS AVE
030-220-011-000
CLOVER VALLEY RD
COBALT CT
030-140-009-000
4201 Midas Avenue
Rocklin, CA 95677
010-010-011-000
NORTH STAR ST
ASCENSION ST
010-360-017-000
010-360-018-000
010-360-019-000
Legend
SWRA Building Demolition Project Area

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Dominguez Landscape Services Mow Contract Amendment

Date: March 12, 2024

Submitted By: Jeff Scanlon, Administrative Analyst

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Parks Mow and Landscape Agreement with Dominguez Landscape Services, Inc. and Authorizing the City Manager to Execute Amendment No. 1.

Background:
On June 27, 2023, the City Council awarded the contract for Parks Mow and Landscape Services to Dominguez Landscape Services, Inc. (Resolution No. 2023-98) in the amount of $2,835,888.80, for the period of January 1, 2024 through December 31, 2026.

The Parks Mow and Landscape Services bid did not include fertilization and aerification, but has since determined that this work will be needed. In an effort to minimize costs, maintain current standards of service, and maximize staff efficiency, staff has proposed contracting out labor for fertilization, while purchasing all materials and supplies in-house.

The proposed amendment will add labor for fertilization, four times per year, to the current Parks Mow and Landscape Agreement with Dominguez Landscape Services. The cost for services in year one of the agreement total $35,560, with a total three-year cost of $108,828 (rounded), bringing the total compensation to $2,944,717 (rounded). The proposed amendment maintains the departments current budget, provides timely parks fertilization application each season, and allows staff to continue performing all necessary job duties without interruption or delay.

Staff recommends the City Council approve Amendment No. 1 (Attachment 2) to the current Parks Mow and Landscape Services Agreement with Dominguez Landscape Services, Inc.

Fiscal Impact:
The costs associated with this Amendment will be covered by the Fiscal Year 2023/24 Operating Budget in the Parks Division. The increase in service cost for the remainder of the contract term will be included in subsequent fiscal year operating budgets.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Amendment No. 1

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AMENDMENT NO. 1 TO THE PARKS MOW AND LANDSCAPE AGREEMENT WITH DOMINGUEZ LANDSCAPE SERVICES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1

WHEREAS, on June 27, 2023, the City Council awarded the contract for Parks Mow and Landscape Services to Dominguez Landscape Services, Inc. (Resolution 2023-98) in the amount of $2,835,888.80; and

WHEREAS, the City and Dominguez Landscape Services, Inc. entered into a Contract for Services dated July, 24, 2023, for Parks Mow and Landscape Services for the period of January 1, 2024 through December 31, 2026; and

WHEREAS, the City and Dominguez Landscape Services, Inc. agree to amend the Contract for Services to include labor for fertilization application, four times per year, and increase the total compensation not to exceed amount to $2,944,716.62.

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 Amendment No. 1 to the Park Mow Services Agreement with Dominguez Landscape Services, Inc. and authorizes the City Manager to execute Amendment No. 1 in substantially the form attached hereto as Exhibit “A.”

PASSED AND ADOPTED this 12th day of March, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AMENDMENT NO. 1
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND DOMINGUEZ LANDSCAPE SERVICES

This Amendment is entered into on _____, by and between the City of Rocklin, a municipal corporation ("City") and Dominguez Landscape Services, Inc. ("Contractor"), who agree as follows:

RECITALS

WHEREAS, City and Contractor entered into a Contract for Services dated July 24, 2023, for Parks Mow and Landscape Services for the period of January 1, 2024 through December 31, 2026; and

WHEREAS, the City and Contractor agree to amend the Contract for Services to add to the scope of work and include fertilization application for all parks and facilities, labor and equipment only.

AGREEMENT

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

1. Section 2, "Compensation" is amended to increase the total compensation not to exceed amount to Two Million, Nine Hundred Forty-Four Thousand, Seven Hundred Sixteen Dollars and Sixty-Two Cents ($2,944,716.62).

2. Exhibit A, "Contractor Proposal/Scope of Work" is amended as follows:

    A. Mow and Landscape Maintenance Specifications, Section 13 "Turf", is amended to include subsection "I" "Fertilization", to include the following language: "All Parks shall be fertilized four times per year: in March, June, September and December. Contractor to provide labor and equipment only, for all parks and facilities. City will provide all materials."

3. Exhibit "C" Schedule of Fees is amended to include the fertilization fees, as set forth in Exhibit "C", attached hereto and incorporated herein by reference.

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

Executed as of the date first written above.

"CITY"

By: _____
Aly Zimmermann, City Manager

"CONTRACTOR"

By: _____
Linda Dicke, CEO
Dominguez Landscape Services, Inc.

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

ATTEST:
By: _____
Avinta Singh, City Clerk

EXHIBIT C

Schedule of Fees

City shall pay Contractor for the full and complete performance of this contract in the sum of:

Item No. 1 (Period January 1, 2024 – December 31, 2024):

Cost to provide Parks Mow & Landscape Services in the sum of:

Nine Hundred Twenty-Six Thousand, Six Hundred Forty Dollars ($926,640.00), paid in twelve (12) equal payments, subject to adjustments as provided in the Contract.

Thirty-Five Thousand, Five Hundred Sixty Dollars ($35,560.00), for Parks Fertilization Services, paid in four (4) equal payments, subject to adjustments as provided in the Contract.

Item No. 2 (Period January 1, 2025 – December 31, 2025):

Cost to provide Parks Mow & Landscape Services in the sum of:

Nine Hundred Forty-Five Thousand, One Hundred Seventy-Two Dollars and Eighty Cents ($945,172.80), paid in twelve (12) equal payments, subject to adjustments as provided in the Contract.

Thirty-Six Thousand, Two Hundred Seventy-One Dollars and Twenty Cents ($36,271.20), for Parks Fertilization Services, paid in four (4) equal payments, subject to adjustments as provided in the Contract.

Item No. 3 (Period January 1, 2026 – December 31, 2026):

Cost to provide Parks Mow & Landscape Services in the sum of:

Nine Hundred Sixty-Four Thousand, Seventy-Six Dollars ($964,072.00), paid in twelve (12) equal payments, subject to adjustments as provided in the Contract.

Thirty-Six Thousand, Nine Hundred Ninety-Six Dollars and Sixty-Two Cents ($36,996.62), for Parks Fertilization Services, paid in four (4) equal payments, subject to adjustments as provided in the Contract.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fire Department 2023 Annual Report

Date: March 12, 2024

Submitted By: Reginald Williams, Fire Chief

Department: Fire

Recommendation:
Receive the attached Annual Report for Fire Department Activities from January 1 to December 31, 2023.

Background:
The attached Report provides a year in review of Fire Department activities from January 1 through December 31, 2023.

ATTACHMENTS:
1. Fire Department 2023 Annual Report

CITY OF ROCKLIN FIRE DEPARTMENT

2023 ANNUAL REPORT



Station 23
Fire Administration Headquarters
4060 Rocklin Road
Rocklin CA 95677

Station 24
3401 Crest Drive
Rocklin CA 95765

Station 25
2001 Wildcat Boulevard
Rocklin CA 95765

A MESSAGE FROM THE FIRE CHIEF

In 2023, the Department experienced a slight reduction in calls for service. The Department responded to 6,216 incidents in 2023 as compared to 6,422 incidents in 2024, resulting in a 3.2% reduction overall. A combination of lower emergency medical services incidents and service calls attributed to this reduction. The Department also experienced an 8.3% reduction in fires, which resulted in less property damage, injuries, and loss.

The Fire Department continued to make great advancements in 2023 with training, staffing, equipment, and public outreach. Firefighters engaged in training for low- and high-angle rescues, apparatus operations, active shooter scenarios, firefighter rescue practices, and a myriad of other lifesaving specialized training. In addition to this training, the Department received or was provided approval to purchase innovative equipment to better serve the community. Some of this equipment included providing Automatic External Defibrillators in City buildings, advanced video laryngoscopy devices to manage patient airways, and two new Command Vehicles equipped to manage small- and large-scale incidents. Lastly, the Department continues to participate in public education through schools, community centers, and special events. Firefighters provided basic fire safety practices, bleeding control and first aid measures, as well as hands only CPR to all age groups.

I am proud of the men and women of the Rocklin Fire Department as they work diligently to keep our community and visitors safe.

Respectfully submitted,

Reginald O. Williams

2023 – A YEAR IN REVIEW



New Staff Swear-In



Badge Pinning



Station Visits



Career Fairs



Public Education



Special Recognition

CITY DEMOGRAPHICS

19.6 SQUARE MILES SERVED

73,261 CITY POPULATION SERVED

2 ISO CITY CLASSIFICATION RATING

WE ARE SUPPORTED BY

City Council Members

Ken Broadway, *Mayor*

Greg Janda, *Vice-Mayor*

David Bass, *Councilmember*

Jill Gayaldo, *Councilmember*

Bill Halldin, *Councilmember*

City Manager's Office

Aly Zimmermann, *City Manager*

Sherri Conway, *Assistant City Manager*

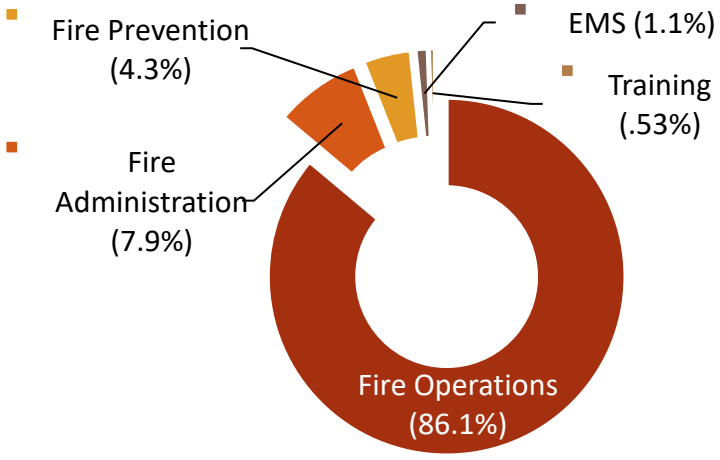
DEPARTMENT BUDGET

The Fire Department budget is part of the overall City general fund that is approved by the City Council on an annual basis. The budget includes all aspects necessary for the fire department's operation including personnel, operations, and capital costs.

The City operates on a July 1 through June 30 fiscal year. For Fiscal Year 2022/2023, the adopted budget for the Fire department was $11,477,000 with Fire Operations accounting for 86% of the department budget.

The Fire Chief and Chief staff are tasked with being the stewards of each fire department division's financial resources. Fire department Chief Officers continually evaluate the departments programs and service delivery models to ensure their cost effectiveness and efficiency, but more importantly to ensure we are meeting the emergency service needs of the Rocklin community.

The Rocklin Fire Department is committed to providing the best possible service within available funding to enhance the delivery of essential emergency services and keep the department on a fiscally sustainable path moving forward.



FIRE ADMINISTRATION

2023 PERSONNEL

44.5	**Full-Time Fire Department Employees**
1	Fire Chief
2	Deputy Fire Chiefs
3	Battalion Chiefs
15	Firefighter/Paramedics
9	Fire Engineers
9	Fire Captains
2	Fire Inspectors
1	Fire Plans Examiner
2.5	Administrative Staff
3	*Non-Paid Volunteer Staff*

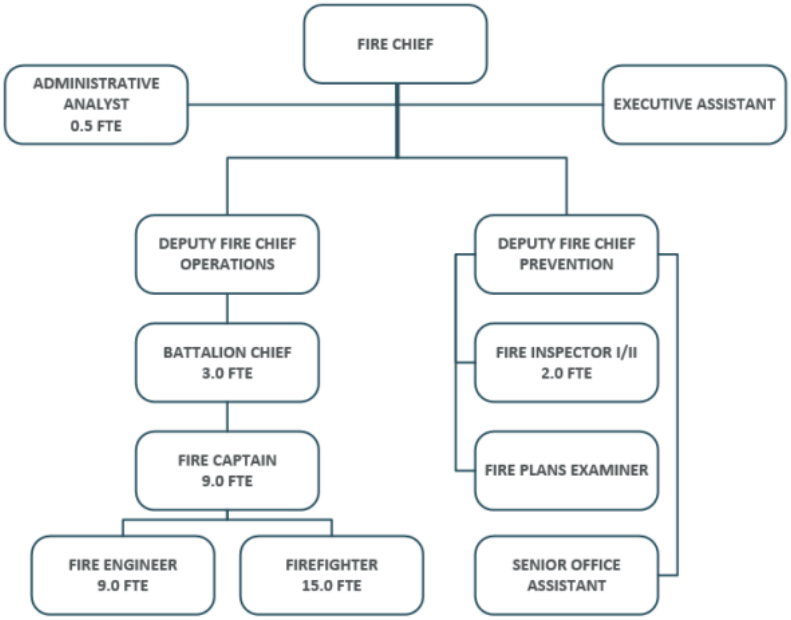
This year, we welcomed a new Battalion Chief, two new Fire Inspectors, and four new Firefighter-Paramedics to the Rocklin Fire Department family.

Additionally, we extended congratulations to two retirees this year whom served over 44 years of cumulative service to the Rocklin Fire Department.

Congratulations to retired **Battalion Chief Robert Molinaro** and retired **Fire Captain Chad Vert**.



FIRE DEPARTMENT ORGANIZATION











NOTABLE ACCOMPLISHMENTS

Fire Department Development

- ✓ Implemented Lexipol New Policies & Procedures
- ✓ Completed Station Alerting at all Stations
- ✓ Station security added to all Stations
- ✓ Implemented Hearts 4 Heroes Canine Therapy
- ✓ Completed Station Inspections
- ✓ Conducted an Open House
- ✓ Awarded Homeland Security Grant for Motorola portable radios

City Development and Emergency Preparedness

- ✓ Updated and Developed Emergency Operations Plan
- ✓ Conducted Executive Staff Table Top Emergency Operations Preparedness Training

Promotional and Hiring

- ✓ Conducted Firefighter/Paramedic, Engineer, and Captain Recruitments
- ✓ Conducted two Firefighter Lateral In-House Academy's
- ✓ Conducted Fire Safety Inspector Recruitments

Training

- ✓ Completed Active Shooter Scenario Training
- ✓ Hosted Multi-Company Training Burn

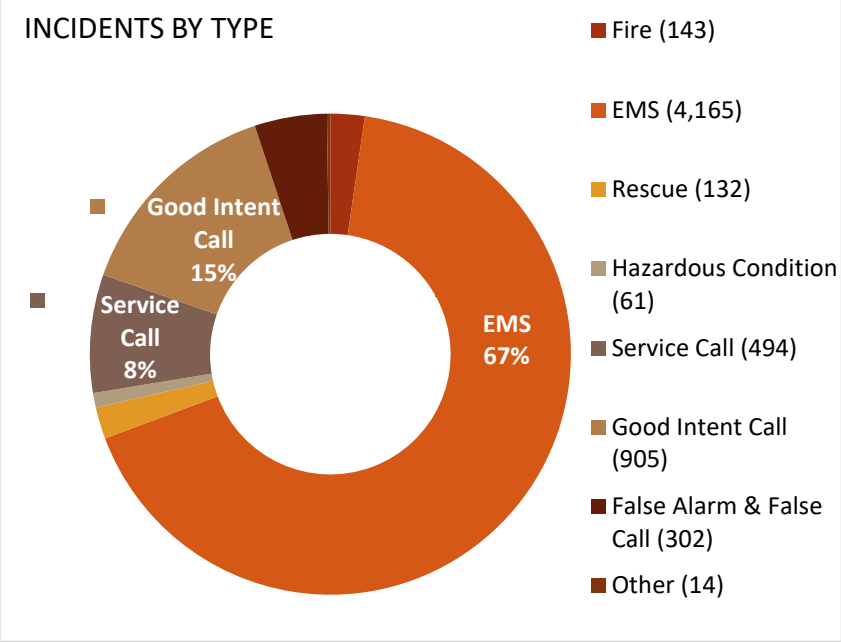
CALLS FOR SERVICE *(A Closer Look)*

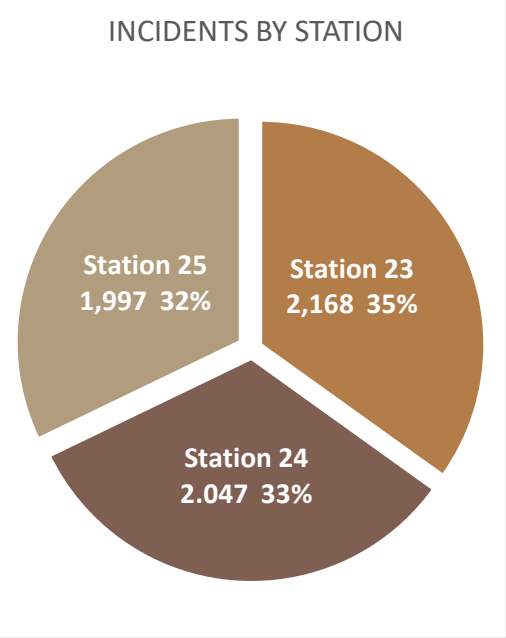
In 2023, the Rocklin Fire Department responded to 6,216 calls for service between January 1st and December 31st with an average of approximately 518 incidents per month. The total calls for service for 2023 resulted in a 3.2% decrease from last year's total incident responses with an average of 535 incidents per month.

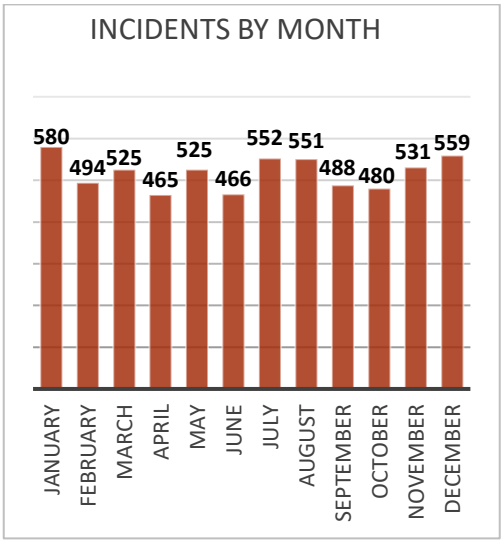
		2023	2022
TOTAL		**6,216**	**6,422**
Medical Calls		**4,165**	**4,243**
	Illness/Injury		
	Vehicle Accidents with injuries		
	Vehicle Accidents with non-injury		
	Medical Assists		
Service Calls		**494**	**617**
	Assist Invalid		
	Cover assignment, standby, move-up		
	Assist Police or other Governmental Agency		
	Smoke or odor removal		
	Other (water or steam leak, unauthorized burning, etc.)		
Good Intent		**905**	**855**
	Dispatched and Cancelled En-route		
	No Incident Found on Arrival at Address or Wrong Location		
	Smoke scare, odor of smoke		
	Other (Hazmat release investigation, no release, authorized control, etc.)		
False Alarms		**302**	**329**
	Smoke detector activation due to malfunction or unintentional		
	Alarm system sounded, activation due to malfunction or unintentional		
	Other (CO detector activation due to malfunction, sprinkler activation-no fire)		
Hazardous Materials		**61**	**83**
	Gasoline, oil or other flammable liquid spill		
	Other (Electrical, Arcing equipment, Power line down, chemical spill, etc.)		
	Carbon Monoxide Incidents		
Fires		**143**	**156**
	Structures		
	Vehicle		
	Grass, Wild Land		
	Other (cooking, chimney, trash, etc.)		
Rescues		**132**	**134**
	Extrication of victim from stalled elevator, vehicle, or building/structure		
	Animal rescue		
Other		**14**	**5**
	Severe weather or Other		

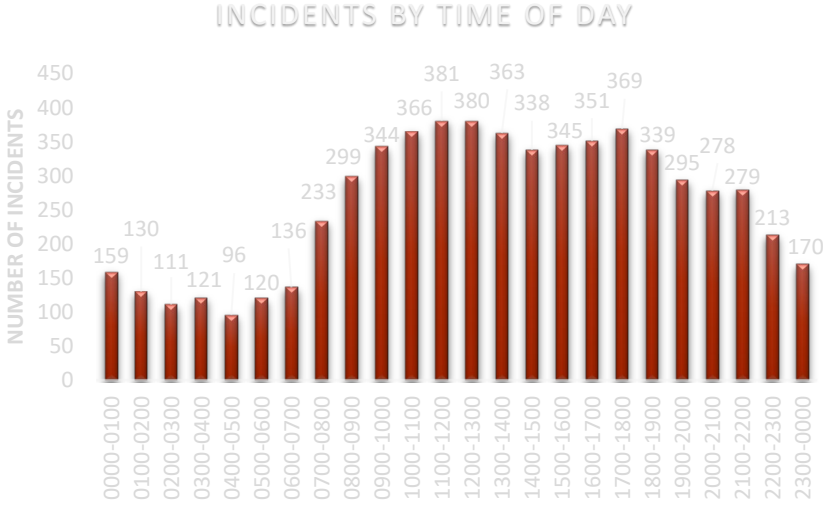
CALLS FOR SERVICE *Continued*

Emergency Medical Service (EMS) incidents continue to account for the majority of fire department activity each calendar year. EMS incidents decreased from 4,243 in 2022 to 4,165 in 2023, accounting for a 1.8% decrease. Service Calls and Good Intent responses accounted for 8% and 15% respectively of the total incidents during the year. Approximately 90% of all activity captured during the 2023 calendar year is attributed to EMS, Service Calls, and Good Intent Calls.









DEPARTMENT TRAINING

8,900 Total Training Hours Completed in 2023

270 Average Training Hours per Firefighter

The Rocklin Fire Department takes great pride in providing quality service to the residents of the City of Rocklin. This high standard is achieved through the implementation of quality training.

Earlier this year, the Rocklin Fire Department hosted a multi-day, multi-agency training burn. The purpose of the drill was to enable multiple personnel from Rocklin and several other agencies to gain Instructor Live Fire Training - Acquired Structure (ILFT-AS) experience. This further allowed staff to be able to conduct live fire training upon completion of the certification track. Additionally, the training burn allowed Firefighters to observe live fire behavior, improve hose management skills, and complete proper application of water use.

In 2023, the Rocklin Fire Department completed almost 9,000 hours of cumulative training hours with each firefighter averaging approximately 270 hours. These numbers show the commitment the department staff have for serving the community for all emergencies.

Training consists of search and rescue, emergency vehicle operations, technical rescue response, and county-wide multi-company training including RT-130 and more. The department is currently in the process of updating the California Joint Apprenticeship Committee (Cal-JAC) program which will help create a clear training path for all ranks in the department to become journeypersons.









RESPONSE TIMES

The information below reflects the response time performance in the Department's service area, showing the performance of first-arriving apparatus to priority calls.

Response time is the elapsed time from when a unit is dispatched by the Rocklin Police Department Dispatch Center until the unit arrives at the scene.

Rocklin Fire Department's goal is to be able to respond to incidents within 5 minutes 90% of the time.

Average Response Time of Structure Fire Calls:

5.25 MIN

Average Response Time of EMS Calls:

5.13 MIN

Average Response Time of All Calls:

5.38 MIN

DEPARTMENT OPERATIONS

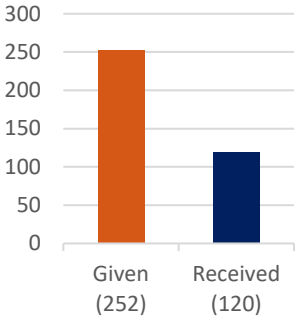
This year, there were two significant events that resulted in saving the life of occupants who could not exit on their own.

- On March 7, 2023, the Rocklin Fire and Police dispatch center received a 911 call of a residential fire with an occupant unable to exit the home on their own. Fire Engine 23 arrived to the incident to find the rear of the home on fire with smoke coming from the residence.
- On September 19, 2023, the Rocklin Fire and Police dispatch center received a 911 call of a fall in an apartment building. Upon arriving, Fire Engine 23 observed an audible smoke alarm sounding in the area of the apartment of concern and elevated the call to a working structure fire after determining smoke inside the apartment.

On both occurrences, the fire crews responded expeditiously, worked efficiently as a team, and deployed effective tactics that resulted in saving the life of the occupants. Each day Rocklin firefighters show exceptional courage in lifesaving efforts.

MUTUAL AID





FIRE PREVENTION

The Fire Prevention Division of the fire department provides city residents with the highest level of community risk reduction and active fire prevention through education and enforcement by working with businesses and residents. The Fire Prevention team managed by the Fire Marshal is divided into four areas of focus: Fire Prevention and Inspections, Public Education, Fire Plans Review, and Fire & Arson Investigations.

The Fire Prevention Division completes annual fire and life safety inspections that include state mandated inspections, business inspections, schools, hotels/motels, apartment complexes, and assemblies to ensure Rocklin residents and the community are safe from potential fire hazards.

The Fire Prevention team is responsible for new construction, tenant improvement projects, weed abatement and fireworks booths. The inspection process includes verification of the buildings use and maintenance per the California Fire Code, National Fire Protection Association (NFPA) standards, and the Rocklin Municipal Code.

Firefighters Burn Institute Youth Firesetters Program (FFBI YFP)
FFBI YFP is a program utilized when children are identified as either responsible for a fire or showing a fascination with playing with fire. The program provides an academy-structured course, and it is recommended that all family members attend the academy to better understand fire and life safety.
In 2023, the Rocklin Fire Department referred four juveniles to the FFBI YFP.

ARSON INVESTIGATIONS

The Rocklin Fire Department Fire and Arson Investigation Unit (FAIU) serves to perform complex fire investigations on incidents that are suspicious, criminal, or have a significant dollar loss to the community. Trained Arson Investigators assigned to the FAIU conduct fire origin and cause investigations, identify if an incident is criminal, and work with the Rocklin Police Department and other allied law enforcement agencies to investigate and forward cases to the District Attorney's office for prosecution. Arson Investigators assigned to the FAIU are peace officers under California penal code 830.37.

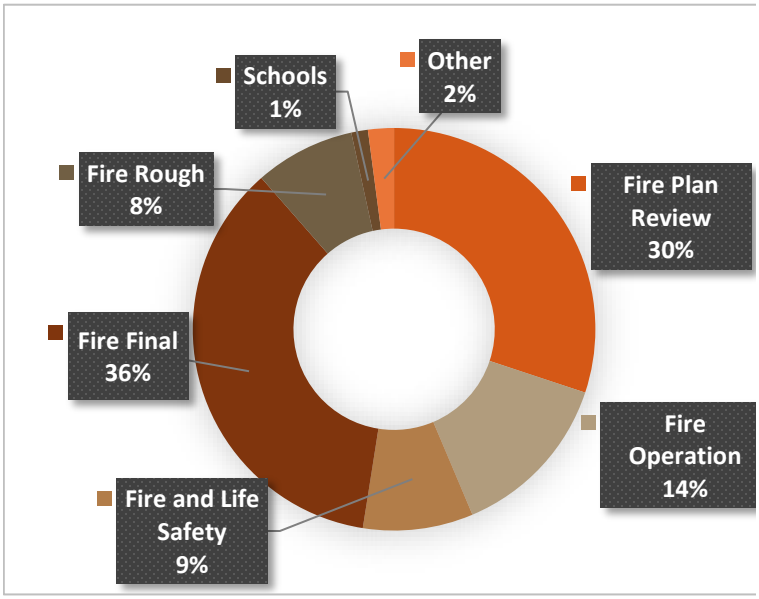
In 2023, the FAIU conducted 22 fire investigations. Eight fires were determined to be arson or criminal in nature. Of those investigations, arson investigators executed ten search warrants related to criminal cases involving fire which then resulted in five arrests for arson crimes committed in Rocklin in 2023.

FIRE PREVENTION *Continued*

The Fire Prevention team conducted 139 initial fire inspections and 623 final fire inspections between January 1st and December 31st. In addition to providing fire and life safety inspections, the Fire Prevention Plans Examiner completed 520 initial fire plan examination reviews.

The Prevention team and fire crews presented approximately 34 public education events reaching thousands of Rocklin residents and community members of all ages. The Fire Administrative office receives several public education requests throughout the year that include school visits, harvest festivals, career fairs, and City-wide special events.

The graph below shows the percentage of permits completed by the department including operational permits, new and existing fire construction permits, schools, and “other” including Christmas tree lots.













EMERGENCY MEDICAL SERVICES

EMS HIGHLIGHTS

The fire department provided community outreach CPR classes during the Open House at Station 24 in October, as well as implemented a new resuscitation system called Handtevy.

The Handtevy System advances the quality of pediatric and adult emergency medical care, providing accurate drug dosages with easy access to protocols and timers essential during resuscitation efforts.

This year the EMS Division purchased new Automated External Defibrillator (AEDs) to be installed in all City buildings, increasing the availability of life saving tools to City employees and the public.

Additionally, video laryngoscopes were purchased to assist with managing airways for unconscious patients, providing the highest level of pre-hospital care. The EMS Division also implemented Field Patient Care Reports (PCRs) with the use of iPads. This allows crews to accurately document treatment in the field, improving efficiency and communication with transport providers and hospitals.

CARDIOPULMONARY RESUSCITATION (CPR)

CPR is an emergency lifesaving procedure performed when the heart stops beating. Keeping blood flow active can extend the opportunity for a successful resuscitation once trained medical staff arrive on site.

Last year, Rocklin fire crews administered lifesaving skills to an extended member of the fire service family. On Thanksgiving Day of 2022, a Rocklin resident and an early mentor to Fire Chief Williams suffered from Sudden Cardiac Arrest in front of family at Thanksgiving dinner. 911 was called and while crews were enroute to respond, the residents retired nurse wife and retired law enforcement daughter started bystander CPR. After treatment on scene by Engine 23, Truck 24, and AMR, the resident was resuscitated and transported for definitive care.

Rocklin crews train for these situations on a regular basis and have some of the highest resuscitation rates in the region because of it. In October this year, the resident visited the station and shared his message: “Learn CPR”. This very simple skill could very well change the life of a bystander or a loved one.



STATIONS AND FIRE APPARATUS

THREE STATION LOCATIONS:

STATION 23 –
4060 ROCKLIN ROAD

STATION 24 –
3401 CREST DRIVE

STATION 25 –
2001 WILDCAT BLVD

DEPARTMENT APPARATUS AND TYPES:

- Two Fire Engines (Type I)
- One Aerial Ladder Truck
- Three Wildland Engines (Type III)
- One Breathing Support Unit
- One Emergency Utility Vehicle
- Six Command and Support Vehicles
- One Historical Fire Engine (1936 Dodge Van Pelt)

FIRE APPARATUS

Three fire stations house several pieces of fire apparatus currently in the City of Rocklin. All apparatus are utilized for both emergency and support operations. Each fire station staffs a primary fire apparatus with a Fire Captain, Fire Engineer, and a Firefighter.

Minimum daily staffing level includes:

1 Battalion Chief
3 Fire Captains
3 Fire Engineers
4 Firefighter-Paramedics

Operational personnel cover three shifts (A, B, and C Shift), working a 48/96 schedule, 7 days a week, 365 days a year in order to provide professional emergency response fire services to the Rocklin community.

STATION 25 NEW LOOK



DEPARTMENT SOCIAL MEDIA

The Rocklin Fire Department recently re-established a Department Administration Facebook page to share helpful fire and life safety tips and announcements of department and city events. We look forward to building our follower base and sharing more about department updates with the Rocklin community. Please visit the Department Administration page at: www.facebook.com/RocklinFireDepartment

These important social media pages will provide valuable information on incident areas where department staff are working on emergency calls as well as notifying the public of Red Flag Warning days. Red feather flags will be posted in front of the fire stations when weather is most critical of potential increase of dangerous fire hazards in and around the City. Fortunately, we saw fewer major wildland fires this past year.



VISIT US ON SOCIAL MEDIA AND ON THE DEPARTMENT WEB PAGE

City of Rocklin Fire Department

www.facebook.com/RocklinFireDepartment

Rocklin Fire Department

nextdoor.com/city/feed

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City of Rocklin Fire Department

www.rocklin.ca.us/fire

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City Council Staff Report

Subject: Draft 2024-25 Federal Housing and Urban Development (HUD) Department Community Development Block Grant (CDBG) One-Year Action Plan

Date: March 12, 2024

Submitted By: Gabrielle de Farcy, Associate Management Analyst
Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:
Conduct a Public Hearing to Consider Testimony on the proposed 2024-25 Annual Action Plan and direct staff to prepare the Final Annual Action Plan.

Background:
This is the first of two required public hearings in the preparation of the City's 2024-25 CDBG One-Year Action Plan.

To be eligible to receive HUD Community Development Block Grant funds on an annual basis, the City of Rocklin must complete a Consolidated Plan at least every five years. The Consolidated Plan is a comprehensive planning document that serves as the guiding document for the use of funds from the HUD Community Development Block Grant entitlement program in the areas of housing and community development. On April 14, 2020, the City Council approved the current five-year Consolidated Plan.

The Annual Action Plan, a component of the Consolidated Plan, identifies the specific activities the City will undertake during the Program Year. Subsequent Action Plans are adopted for each respective year of the Consolidated Plan.

The use of CDBG entitlement funds may be used for a wide array of activities that meet at least one of the National Objectives:

- Benefit to low and moderate income persons
- Aid in the prevention of slums or blight
- Urgent need

Eligible activities include, but are not limited to:

- Housing rehabilitation (loans and grants to homeowners, landlords, non-profits and developers)
- Down payment and other homeownership assistance
- Loans and grants to businesses for economic development
- Removal of architectural barriers to the elderly and disabled
- Public services such as job training, transportation, health care and child care
- Public infrastructure

HUD has not yet published CDBG allocations for the current federal fiscal year. However, staff are estimating the allocation to be similar to the last year. The draft Annual Action Plan will be revised to reflect the actual amount as well as proportional changes to proposed funding in all categories, when the allocation amount becomes available. A Notice of Funding Availability (NOFA) and solicitation for proposals from service providers was published in the Placer Herald, on the City's website and distributed through local non-profit e-mail listserv on October 19, 2023. In response to the NOFA, staff received grant applications from Seniors First, The Gathering Inn, Stand Up Placer, and St. Vincent De Paul for programs to be funded from the Public Services category. No more than 15% of the current year award ($42,750 based on the current year allocation) can be expended on Public Services during the plan year.

- Seniors First requested $15,000 in grant funding program year 24 for the Senior Nutrition Program. They were funded $11,256.63 for Senior Nutrition last year. Staff recommends funding approximately $14,250.00 for that program from CDBG in 2024-25 in order to evenly distribute the Public Services cap between other service providers.
- Stand Up Placer has requested $20,000 in grant funding program year 24 for their Victims Services Program. They were funded $11,256.64 for Victim Services last year. Staff recommends funding approximately $14,250.00 for that program from CDBG in 2024-25 in order to evenly distribute the Public Services cap between other service providers.
- St. Vincent De Paul requested $15,000.00 in funds for their Food BAGS Home Delivery program. They were funded $11,256.64 for their Food BAGS Home Delivery program to Rocklin seniors and disabled. Staff recommends funding approximately $14,250.00 for that program from CDBG in 2024-25 in order to evenly distribute the Public Services cap between other service providers.

- The Gathering Inn has requested $65,000 for homelessness related activities. Staff recommends that their funding also be approved as part of the City's proposed FY 24/25 Operating Budget and be funded from Low- and Moderate-Income Housing Asset Funds.

On December 28, 2023, a draft of the Annual Action Plan was made available at City Hall and on the City's website for a 30-day public review of the document. In addition, the notice was emailed to various service providers through dissemination by the Placer Collaborative Network and Placer Consortium on Homelessness. The formal public review period closed on February 4, 2024. To date, the City has not received any comments.

The Final 2024-25 Annual Action Plan, including all changes directed by the City Council, will be considered for adoption at the April 23, 2024 regular meeting of the City Council.

The table below provides a list of programs and allocations that City staff is proposing for approval in the CDBG 2024 Program Year. These items are reflected in the draft 2024-25 Annual Action Plan, pending the final allocation amount and subject to input from the public and City Council review and direction at this time. If this Annual Action Plan is approved, agreements with all subrecipients receiving funding will specify that Rocklin funds must be utilized to assist Rocklin residents.

Program	Summary	Estimated Allocation ($285,000)
Public Facilities and Improvements	Provide sidewalk repair and ADA improvements	$185,250.00
Seniors First, Senior Nutrition Program	Delivers hot meals to seniors	$14,250.00
Stand Up Placer	Provides services to survivors of domestic violence, sexual violence, human trafficking and their non-offending family members	$14,250.00
St Vincent De Paul	Food BAGS Home Delivery program	$14,250.00
Planning and Administration	General administration of the CDBG program including reporting activities	$57,000.00

Alternatives:
The City Council may direct staff to add or remove programs and/or projects or to adjust proposed funding allocations in the 2024-25 Annual Action Plan within program limits for specific activities.

Fiscal Impact:
Processing of the 2024-25 Annual Action Plan is necessary in order for the City to receive CDBG Entitlement Funds from HUD, and the estimated $285,000 received for the 2024-25 Program Year will be included in the City's proposed Fiscal Year (FY) 2024/25 Annual Budget.

Low- and Moderate-Income Housing Asset Funds available for use in fund 270 in the City's proposed FY 2024/25 Annual Budget to fund the The Gathering Inn programs totaling $65,000 as identified in this report.

ATTACHMENTS:
1. 2024-25 Draft Annual Action Plan for Public Review
2. 2024-25 CDBG Applicant Requests

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DRAFT

Fiscal Year (FY) 2024/2025 Annual Action Plan
HUD Entitlement: Community Development Block Grant

December 28, 2023 – March 12, 2024

Public Review Period: December 28, 2023 – March 12, 2024

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The FY 2024/2025 Action Plan is a one-year plan to address the community development and low- and moderate-income housing needs in the City of Rocklin. The plan covers the period of July 1, 2024 through June 30, 2025. It is the fifth and final Action Plan in the implementation of the five-year 2020 – 2024 Consolidated Plan. Both the Consolidated Plan and the Action Plan are implemented by City staff in the Office of the City Manager. The City is expected to receive approximately $285,000 from the federal Community Development Block Grant (CDBG) program in FY 2024/2025.

The City also plans to meet its community development and housing needs using a variety of other funding sources, including the Low- and Moderate-Income Housing Asset Fund and the General Fund.

City staff encourages citizen participation throughout the Action Plan process. This includes consulting local organizations and encouraging public comment during the public review period and at the City Council public hearing to discuss the draft Annual Action Plan. Using research and input from the public, City staff formulated the objectives and outcomes that are briefly described below.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City's key objectives for the FY 2024/2025 program year are the following:

* Improve the quality of housing in Rocklin.

* Sustain a livable community by identifying issues and working with surrounding jurisdictions and local service providers to solve them.

* Encourage a range of services to help prevent homelessness and to help people move from homelessness to permanent housing, including emergency shelters as well as transitional and supportive housing.

* Support infrastructure improvements in target areas and for the disabled population using Rocklin services.

* Encourage the provision of services to target-income individuals and families, including those with special needs such as seniors and persons with disabilities.

*Encourage the provision of services to target-income individuals and families, including survivors of domestic violence, sexual violence, human trafficking and their non-offending family members.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The use of CDBG funds enabled the City to address many of its highest priority needs in 2022 and 2023.

Public services, public facilities improvements, and activities to address senior nutrition, domestic violence victim services and counseling/therapy for those individuals, as well as, therapy services to children, adults and families to support the recovery from trauma were provided to 565 individuals in PY 2022. These services meet the basic needs of low-income households, victims of sexual and domestic abuse and human trafficking, including basic nutrition, therapy services, and improving accessibility through installation of ADA ramps on public streets.

Public facilities that serve low-income individuals and accommodate the needs of persons with disabilities as well as serving their basic infrastructure needs were addressed with the use of CDBG funds.

During PY 2022, the City:

* Continued to develop its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing.
* Continued to participate in the Governance Committee of the Homeless Resource Council of the Sierras (HRCS) for the Nevada-Placer Continuum of Care (CoC) planning process on ending homelessness. Since December 2018, City Staff participated in the CoC's Community Engagement Committee to keep the public informed and extend assistance to as many people as possible. The HRCS is a collaborative association of service providers and governmental agencies who work together to strengthen the delivery system by integrating and coordinating housing, homeless assistance and supportive services.
* Continued to participate in regular meetings of the South Placer Homeless group organized by Placer County Health and Human Services.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

City staff encouraged citizen participation throughout the Action Plan process according to the City's Citizen Participation Plan (CCP)The Notice of Funding Availability and anticipated schedule of events was published consistent with the City's standard noticing practice, which included publication in The Placer

Herald newspaper, on the City's website and distribution to the Placer Collaborative Network (PCN) and Placer Consortium on Homelessness (PCOH) e-mail lists on October 19, 2023.

A notice of the Draft Annual Action Plan availability, 30-day public review period (December 28, 2023 through February 4, 2024) and anticipated public hearing dates of March 12, 2024 for the draft plan and April 23, 2024 for the final Annual Action Plan was published on December 28, 2023. The Plan was available at the City of Rocklin Administration Building and on the City of Rocklin's website throughout the public review period and hearing process.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

This section will be completed after the April 23, 2024 public hearing has been conducted.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed after the April 23, 2024 public hearing has been conducted.

7. Summary

See above information.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	ROCKLIN	
CDBG Administrator	ROCKLIN	City of Rocklin
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Rocklin is responsible for administering the Consolidated Plan and the Annual Action Plans.

Consolidated Plan Public Contact Information

Elizabeth Sorg
Management Analyst
Office of the City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
housing@rocklin.ca.us
(916) 625-5592

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The preparation of the FY 2024/2025 Annual Action Plan included consultation with and coordination among government agencies, private groups (for-profit and non-profit) and individuals. The Rocklin Fire Department was one of the organizations who participated in the outreach/consultation process for the Con Plan. The City will continue to include consultation with the Fire Department during preparation of the AAP, to discuss improved coordination related to disaster resiliency, annually moving forward. Opportunities for public participation were offered throughout the Action Plan process. Residents, service providers and other interested parties were invited to provide comments on the Annual Action Plan by submitting written comments, email, calling City staff or attending the public hearings. Notice of the planning process was posted in public places, announced on the City's website, distributed to PCN and PCOH e-mail lists and officially noticed in The Placer Herald newspaper.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Rocklin will continue to coordinate with the Roseville Housing Authority, which provides Section 8 Housing Choice vouchers to Rocklin residents. In addition, the City will maintain its relationship with the various governmental health, mental health and service organizations within Placer County. Placer County's Adult System of Care partners with agencies in Placer County to assist adults and older adults achieve their optimal level of self-sufficiency and independence by providing mental health services, substance abuse treatment and in-home support services. City staff created and keeps updated a list of services available to Rocklin residents that need physical and mental health services, foster care, food and other assistance in order to better pair the services to those who need them. City staff also serve as a Board Member for the Homeless Resource Council of the Sierras (HRCS) Placer County.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

City staff have participated in regular committee meetings organized by the Homeless **Resource** Council of the Sierras (HRCS) Continuum of Care (CoC) and Placer County Health and Human Services (HHS) Department from August 2015 to the present to consider homeless shelter needs and options in South Placer County as well as strategies to create permanent housing solutions. Participants in these meetings have included local agency staff or elected officials from Rocklin, Roseville, Lincoln, and Placer County. Attendees have also included numerous non-profits.

Since 2021, Rocklin staff and two City Council Members have participated regularly in a new Regional Working Group and Ad Hoc Committee led by a consultant retained by the Placer County's Department of Health and Human Services to facilitate even more in-depth multi-agency discussion of strategies to address homeless shelter needs in South and Mid-Placer County. Out of this process, a collaborative local government commission to the CoC was created: the Local Government Advisory Committee, or LoGAC. The City of Rocklin will continue to coordinate with the Placer Consortium on Homelessness whenever possible on providing homeless needs assistance. The City will also coordinate with surrounding jurisdictions in the provision of housing assistance and related services to homeless persons.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not receive ESG funds, develop performance standards, evaluate outcomes or develop funding, policies and procedures for the administration of HMIS, as it does not administer HMIS. However, the City does consult with the Placer County's Continuum of Care related to funding allocations, and encourages all agencies providing services and care for homeless individuals to utilize the HMIS system.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	ROCKLIN
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Homeless Service-Fair Housing Other government-Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs-Chronically homeless Homeless Needs-Families with children Homelessness Needs-Veterans Homelessness Needs-Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Various departments within the City of Rocklin were consulted including the City of Rocklin Community Development, Fire, Police, Public Services and Finance Departments.

2	**Agency/Group/Organization**	PLACER COUNTY
	Agency/Group/Organization Type	Services-homeless Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Various departments within Placer County provide information such as Placer County Department of Health and Human Services, Placer County Housing Authority and Placer County Health and Human Services Adult System of Care. The anticipated outcome is improved communication, collaboration, and coordination among the agencies.
3	**Agency/Group/Organization**	ROSEVILLE
	Agency/Group/Organization Type	Housing PHA Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Roseville's Housing Authority was consulted regarding its continued administration of the City of Rocklin's Section 8 Housing Choice Voucher program.
4	**Agency/Group/Organization**	THE GATHERING INN
	Agency/Group/Organization Type	Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Agency was contacted either through phone call, email notification and/or public forum flyer for consultation and coordination. The anticipated outcome is improved communication and collaboration.
5	**Agency/Group/Organization**	Placer Collaborative Network (PCN)
	Agency/Group/Organization Type	Services-Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Homeless Services-Health Services-Employment Service-Fair Housing Services-Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs-Chronically homeless Homeless Needs-Families with children Homelessness Needs-Veterans Homelessness Needs-Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City published information related to CDBG document preparation and review opportunities through Placer Collaborative Network's (PCN's) e-mail list. City staff has also attended and been a presenter at the PCN/PCOH Housing Forum events.
6	**Agency/Group/Organization**	Placer Consortium on Homelessness (PCOH)
	Agency/Group/Organization Type	Housing Services-Housing Services-Homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs-Chronically homeless Homeless Needs-Families with children Homelessness Needs-Veterans Homelessness Needs-Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City published information related to CDBG document preparation and review opportunities through Placer Consortium on Homelessness's (PCOH's) e-mail list. City staff has also attended and been a presenter at the PCN/PCOH Housing Forum events.

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not deliberately omit any agencies from the process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homeless Resource Council of the Sierras (HRCS)	Point-in-Time count provided homeless data.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The Notice of Funding Availability and anticipated schedule of events was published in The Placer Herald newspaper, on the City's website and distributed to the PCN and PCOH e-mail lists on October 19, 2023. The Annual Action Plan's review period and public hearing was noticed and published in The Placer Herald newspaper, on the City's website and distributed to the PCN and PCOH e-mail lists on Thursday, December 28, 2023. The Annual Action Plan was available for a 30-day public review period from Thursday, December 28, 2023 to Friday, February 4, 2024. The City Council is scheduled to conduct public hearings to discuss the draft Annual Action Plan on Tuesday, March 12, 2024, and the final Annual Action Plan on Tuesday, April 23, 2024.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	This will be completed after the public review period and public hearings have concluded.	This will be completed after the public review period and public hearings have concluded.	This will be completed after the public review period and public hearings have concluded.	This will be completed after the public review period and public hearings have concluded.
2	Newspaper Ad	Non-targeted/broad community	This will be completed after the public review period and public hearings have concluded.	This will be completed after the public review period and public hearings have concluded.	This will be completed after the public review period and public hearings have concluded.	This will be completed after the public review period and public hearings have concluded.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community PCN/PCOH e-mail groups	This will be completed after the public review period and public hearings have concluded.	This will be completed after the public review period and public hearings have concluded.	This will be completed after the public review period and public hearings have concluded.	https://www.rocklin.ca.us/community-development-block-grant

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Below is information regarding expected resources, based on prior allocations, resources, and the current Consolidated Plan.

Congress has not yet made the HUD FY 2024 allocation that funds the CDBG program. HUD has therefore not announced the City's allocation. The project allocations in this Action Plan made with FY 2024 CDBG funds have been made using an estimate. These allocations will be adjusted proportionally by an equal amount to match the actual allocation.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	285,000	0	0	285,000	0	As identified in the five-year Consolidated Plan, the City anticipates receiving a total of $1,413,435 over the five-year Consolidated Plan period. The expected amount available remainder of Con Plan identified in the 2020 Con Plan/Annual Action Plan was $1,134,329.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - federal	Public Services	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Rocklin receives no federal funding in addition to CDBG for housing and non-housing community development and there are no matching requirements for the City's CDBG program.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is in the process of partnering with Community Housing Works to develop an affordable housing project on City owned property located on Pacific Street in Downtown Rocklin between Oak and Pine Streets.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	CD2.3: Meet senior nutrition and social needs	2020	2024	Non-Housing Community Development	City of Rocklin	CD2: Public services	CDBG: $14,250.00	Public service activities other than Low/Moderate Income Housing Benefit: 60 Persons Assisted
2	CD2.4: Provide mental health services	2020	2024	Non-Housing Community Development	City of Rocklin	CD2: Public services	CDBG: $14,250.00	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
3	CD2.3: Meet senior nutrition and social needs	2020	2024	Non-Housing Community Development	City of Rocklin	CD2: Public services	CDBG: $14,250.00	Public service activities other than Low/Moderate Income Housing Benefit: 85 Persons Assisted
4	CD1.1: Improve safety and accessibility in public	2020	2024	Non-Housing Community Development	City of Rocklin	CD1: Public improvements and infrastructure	CDBG: 185,250.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Planning and Administration	2020	2024	Planning and Administration	City of Rocklin	Planning and Administration	CDBG: $57,000.00	Other: 0 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	CD2.3: Meet senior nutrition and social needs
	Goal Description	Provide home delivery of hot meals to home-bound seniors in Rocklin. (Seniors First)
2	**Goal Name**	CD2.4: Provide mental health services
	Goal Description	The Victim Services Program will provide therapy services to domestic and sexual violence survivors and crisis intervention and advocacy services to Rocklin domestic and sexual violence survivors. (Stand Up Placer)
3	**Goal Name**	CD2.3: Meet senior nutrition and social needs
	Goal Description	Provide groceries and basic essentials to low-income, homebound elderly and disabled adults. (St Vincent De Paul)
4	**Goal Name**	CD1.1: Improve safety and accessibility in public
	Goal Description	Sidewalk repairs and accessibility improvements to remove architectural barriers in the public right-of-way and improve safety for disabled persons at various locations in Rocklin in block groups with 51% or more of households with incomes less than 80% AMI throughout the City. Potential activities over the plan period may include installation of auditory pedestrian crossing signals, curb cuts, sidewalks leading up to those curbs, wheelchair ramps, and improved accessible path of travel. (City of Rocklin)
5	**Goal Name**	Planning and Administration
	Goal Description	Provide general administration of the CDBG program including planning and reporting activities. (City of Rocklin)

Projects

AP-35 Projects – 91.220(d)

Introduction

City staff evaluated all submitted applications and have recommended the below projects to be funded for the FY 2024/2025 Annual Action Plan.

Projects

#	Project Name
1	2024 Senior Services – Seniors First
2	2024 Mental Health Services – Stand Up Placer
3	2024 Senior Services – St Vincent De Paul
4	2024 Accessibility and Safety Projects – City of Rocklin
5	2024 Planning and Administration – City of Rocklin

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

It is difficult to address all the community needs with the limited amount of funding received. However, it is believed that assisting domestic violence victims, seniors, and the disabled; providing basic essentials such as food and mental health care, including families with trauma, are the best ways to allocate funds based on the needs of the community.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2024 Senior Services – Seniors First
	Target Area	City of Rocklin
	Goals Supported	CD2.3: Meet senior nutrition and social needs
	Needs Addressed	CD2: Public services
	Funding	CDBG: $14,250.00
	Description	Provide home delivery of hot meals to home-bound seniors in Rocklin.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	60 senior individuals National Objective: LMC-24 CFR 570.201e and 570.208(a)(2) Matrix Code: 05A - Senior Services
	Location Description	Various homes in Rocklin, CA
	Planned Activities	Provide meals to seniors at home (Meals on Wheels).
2	**Project Name**	2024 Mental Health Services – Stand Up Placer
	Target Area	City of Rocklin
	Goals Supported	CD2.4: Provide mental health services
	Needs Addressed	CD2: Public services
	Funding	CDBG: $14,250.00

	Description	The Victim Services Program will provide therapy services to domestic and sexual violence survivors and crisis intervention and advocacy services to Rocklin domestic and sexual violence survivors.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	100 domestic and sexual violence survivors 20 therapy services 80 crisis intervention National Objective: LMC-24 CFR 570.201e Matrix Code: 05G - Services for victims of domestic violence, dating violence, sexual assault or stalking
	Location Description	Services will be provided at a confidential location in Roseville.
	Planned Activities	Direct labor includes advocacy specialists, the advocacy coordinator, marriage and family therapists, interns, and the clinical manager. These individuals will provide direct services to clients.
3	**Project Name**	2024 Senior Services – St Vincent De Paul
	Target Area	City of Rocklin
	Goals Supported	CD2.3: Meet senior nutrition and social needs
	Needs Addressed	CD2: Public services
	Funding	CDBG: $14,250.00
	Description	St Vincent De Paul's BAGS Home Delivery program will provide groceries and basic essentials to low-income, homebound elderly and disabled adults.
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	85 National Objective: LMC-24 CFR 570.208(a)(2) Matrix Code: 05A - Senior Services
	Location Description	City of Rocklin.
	Planned Activities	Groceries and basic essentials delivered of eligible Rocklin residents who are low-income, homebound elderly and disabled adults.
4	**Project Name**	2024 Accessibility and Safety Projects – City of Rocklin
	Target Area	City of Rocklin
	Goals Supported	CD1.1: Improve safety and accessibility in public
	Needs Addressed	CD1: Public improvements and infrastructure
	Funding	CDBG: $185,250.00
	Description	Improvements within the public right of way and pedestrian paths of travel to benefit disabled individuals in the City of Rocklin by improving their accessibility in block groups with 51% or more of households with incomes less than 80% AMI throughout the City.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	100 disabled individuals National Objective: LMA Matrix Code: 03K – Street Improvements
	Location Description	Locations in Rocklin in block groups with 51% or more of households with incomes less than 80% AMI throughout the City. Emphasis for ADA projects will be within Pacific Street and Grove Street areas, including along Sunset Boulevard and Farron Street

	Planned Activities	Sidewalk repairs and accessibility improvements to remove architectural barriers in the public right-of-way and improve safety for disabled persons citywide. Potential activities over the plan period may include installation of auditory pedestrian crossing signals, curb cuts, sidewalks leading up to those curbs, wheelchair ramps, and improved accessible path of travel.
5	**Project Name**	2024 Planning and Administration – City of Rocklin
	Target Area	City of Rocklin
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $57,000.00
	Description	Provide general administration of the CDBG program including planning and reporting activities
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	City offices
	Planned Activities	Provide general administration of the CDBG program including planning and reporting activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Rocklin does not have significant, dense areas of low-income residents, nor are there areas of significant racial or minority concentration.

Geographic Distribution

Target Area	Percentage of Funds
City of Rocklin	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City's planning is focused more toward the number of persons who can be helped and identifying projects that will produce the best benefit for Rocklin residents.

Discussion

See above information.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Rocklin does not currently fund any affordable housing projects.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Due to the relatively small grant amount available, Rocklin does not utilize CDBG funds for the items in the tables above. However, approximately 110 to 130 Section 8 Housing Choice Vouchers are administered within Rocklin each year through the City's contract with the Roseville Housing Authority. As of the writing of this document, there are currently 128 vouchers from the Roseville Housing Authority leased in the City of Rocklin. The Placer County Housing Authority has provided another 105 vouchers that are currently leased in Rocklin.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Rocklin does not oversee a public housing authority and there is no public housing agency in Rocklin.

Actions planned during the next year to address the needs to public housing

The City recognizes that the Roseville Housing Authority has been acting as the public housing authority for many years and contracts with the City of Roseville to administer Rocklin's Section 8 program. The City will continue to support those services that meet the needs of Rocklin residents.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

While the City of Rocklin is not a public housing authority, the City administers affordability covenants and existing down payment assistance loans on various properties within the City. City staff continue to market these opportunities and work with prospective buyers to determine income eligibility.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable; there are no public housing agencies in the City of Rocklin.

Discussion

Please see above information.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section discusses the City's one year activities to address the needs of persons who are homeless.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Rocklin has provided CDBG funding to The Gathering Inn (TGI) in the past several years (funding range has been between $12,000 to $18,000 annually). However, as a result of additional CDBG subrecipient applicants in recent years and the 15% public services funding limit, the City has decided to fund TGI from its Low- and Moderate-Income Housing Asset (LMHA) Fund for Homelessness Prevention and Rapid Rehousing (HPRR). TGI typically requests $60,000 – $65,000 per year. We anticipate their funding request would be provided through the Citywide budget. In addition to HPRR, TGI's primary goal is to meet the very basic needs of guests on a daily basis year-round: hygiene, food and safe overnight shelter. TGI provides access to showers, toiletries, clean dry socks and clothes, plus transportation to a host church where guests are provided a warm and safe place for sleeping along with a hot nutritious meal. Each morning guests are transported back to the intake sites where they can access social services.

The Homeless Resource Council of the Sierras (HRCS) and Placer County's Continuum of Care (CoC) conducts a Housing Inventory Count (HIC) and Point-in-Time (PIT) count of sheltered and unsheltered homeless persons during the last ten days in January in odd numbered years. The Housing Inventory Count (HIC) is a report that informs the homeless assistance community on the capacity to house persons who are homeless at local and national levels. The PIT provides the homeless assistance community with the data needed to understand the number and characteristics of persons who are homeless at one point-in-time. In 2023, the count for Rocklin was 48 individuals. Of those individuals, 14 were sheltered and 34 were unsheltered.

Addressing the emergency shelter and transitional housing needs of homeless persons

Although no transitional housing facility or emergency shelter is located within Rocklin, the Placer County Department of Health and Human Services Adult System of Care operates a transitional housing facility for homeless persons with mental health disabilities just outside the city limits. HomeStart offers a transitional housing program for Placer County homeless children and their families. The Gathering Inn (TGI) is an emergency housing program serving homeless individuals in Rocklin that offers overnight housing at various churches within South Placer County as well as supportive services at their main office in Roseville. The City of Rocklin has supported TGI's activities for several years through the use of CDBG funds, but increased the amount of its support to $50,000 per year in 2018 and 2019 and $60,000 in the

years 2020, 2021 and 2022, and $65,000.00 in the year 2023 for HPRR utilizing the City's LMHA Fund rather than CDBG in order to provide a broader opportunity for other service organizations to be funded through the City's CDBG program and to be able to provide a higher level of funding to TGI. TGI typically requests $60,000 – $65,000 per year. We anticipate their funding request would be provided from the LMHA Fund and is subject to City Council approval as part of the City's FY 2024/2025 overall budget process. The Lazarus Project provides food, housing, clothing, guidance, counseling, education, job training, budgeting classes, parenting classes, and access to health care for persons recovering from homelessness, unemployment, abuse, addiction, and physical and/or mental impairment.

There are several organizations that provide emergency food in the Placer County area, including First United Methodist Church of Loomis, St. Mark's Anglican Episcopal, and United Methodist of Newcastle. Placer Food Bank conducts a free farmers market one day each month in Rocklin at Johnson Springview Park. The Salvation Army and St. Vincent de Paul also provide assistance to the homeless.

The City will continue to coordinate with these organizations to develop a strong system to meet the needs of homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The loss of a job, a raise in rent, an eviction, or domestic violence can easily lead to homelessness for many low- and moderate-income individuals and families. The City also assists the homeless county-wide through its participation in the Homeless Resource Council of the Sierras (HRCS)/Placer County Continuum of Care. The Continuum of Care (CoC) programs are created to address the problems of homelessness in a comprehensive manner.

In 2019, the CoC prepared The Placer County Homeless Strategy which contains a series of approaches to tackle a variety of homeless issues and concerns. Specifically:

STRATEGY 1: Develop Affordable Housing with Services (i.e., Permanent Supportive Housing).

STRATEGY 2: Continue Support at Placer County Community Development Resource Agency

(CDRA)Housing Development Stakeholder Meetings.

STRATEGY 3: Communicate Consistently With General Public About Homelessness.

STRATEGY 4: Increase Investment in Treatment—Alcohol, Drug, and Mental Health.

STRATEGY 5: Increase Emergency Housing Beds.

STRATEGY 6: Continue Participation in the Built for Zero Campaign.

Since 2021, Rocklin staff and two City Council Members participated regularly in a new Regional Working Group and Ad Hoc Committee led by a consultant retained by the Placer County's Department of Health and Human Services to facilitate even more in-depth multi-agency discussion of strategies to address homeless shelter needs in South and Mid-Placer County. This process has involved a series of monthly meetings and work efforts for these groups. As a result of this effort, a new standing subcommittee of the CoC has been created: Local Government Advisory Committee. Staff from the city will continue to participate in this committee.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will continue to coordinate with our partners to develop a strong and effective system to meet the needs of homeless persons.

Rental Assistance to those impacted by COVID-19 will continue to be provided by the Salvation Army who received an allocation of $39,000 in CDBG-CV-1 and $20,000 in CDBG-CV-3 funding from the City. In 2022, the City also allocated $45,000 in CV-1 funds to KidsFirst for a Rental/Mortgage/Utility Assistance program. St Vincent De Paul also received an allocation of $92,713.02 in CV-3 funds to provide Rental and Utility Assistance to Rocklin residents. The Gathering Inn was also allocated $142,274.98 in CV-3 Funds to provide Direct Services to Rocklin Homeless due to COVID (Housing, Case Management, Drivers, Transportation, Food, Shelter, Day Services) / Rental Assistance. TGI typically requests $60,000 – $65,000 per year. We anticipate their funding request would be provided from the LMHA Fund with an emphasis for use on Homeless Prevention and Rapid Rehousing. Due to the limit on services that can be funded from CDBG, recommended funding in 2023 for the Salvation Army's Rental Assistance Program is also anticipated to be from LMHA funds in the amount of $25,000. Approval of LMHA funding for TGI and Salvation Army is subject to City Council approval as part of the City's FY 2024/2025 overall budget process.

Discussion

See information above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's 2021-2029 Housing Element evaluated potential barriers or constraints to the development of affordable housing. These include the following:

Market Constraints

- Development costs; and
- Mortgage and rehabilitation financing.

Governmental Constraints

- Land use controls;
- Flexibility in residential development standards;
- Provisions for a variety of housing;
- Development permit procedures;
- Site improvements, development fees, and exactions;
- Building codes and enforcement;
- Reasonable accommodation procedures; and
- Housing for persons with disabilities.

Environmental Constraints

- Water supply;
- Sewer capacity;
- Oak tree preservation;
- Seismic safety;
- Flooding;
- Fire protection;
- ISO Rating; and
- Other hazards.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Rocklin recognizes there are certain public policies, particularly zoning and land-use

regulations, that pose challenges in increasing affordable housing opportunities and residential investment. This is revealed in higher housing costs, a shortage of affordable housing in relation to demand, and higher land costs. Inflexible or outdated regulations contribute to this problem.

As identified in the 2021-2029 Housing Element, land costs, construction costs, and market financing can potentially hinder the timely production of new residential projects. Although many factors limiting housing production are market-driven, the City has some control in instituting policies and programs to address the constraints or limiting factors.

Costs associated with financing and construction costs for residential projects are going to impact developers that are seeking to serve the affordable housing market segment. Although land costs help keep the cost of some new housing affordable, rising construction costs and market financing will have a substantial impact on developers, resulting in substantially higher prices for their products once they are on the market.

The City is committed to removing or reducing barriers to affordable housing whenever possible. A variety of actions are contained in the 2021-2029 Housing Element to address these issues and will be completed during the 8-year implementation cycle. The City of Rocklin has also designed a number of implementing programs and goals that will focus City resources on meeting its projected housing needs. The City recognizes that there are a number of factors impacting the provision of affordable housing.

Overall, development standards in Rocklin are comparable to similar communities. However, parking requirements for apartments, condominiums, and townhomes may be higher than typically required. To facilitate affordable housing development, the City offers a variety of incentives, including reduction or waiver of garage parking requirements. Specifically, for apartment and triplex units that are affordable to lower-income households, the requirement for one covered space per unit and visitor parking is waived at the request of the applicant. Pursuant to State Density Bonus law, projects meeting the requirements of the Density Incentive Program are eligible to receive density increases, use of state parking standards, and may also receive additional regulatory concessions. Additionally, the City offers a reduction in development impact fees for developments constructing housing at or below 60% of the Area Median Income, thereby incentivizing deeper levels of affordability for future construction. The City also created a BARRO (Business Attraction Retention and Revitalization Overlay) zone primarily focused in the downtown/central Rocklin area which allows deviations to parking standards for both new residential and non-residential uses subject to evaluation of off-site parking availability and approval by the Community Development Director on a case-by-case basis.

The City's 2021-2029 Housing Element was certified by HCD on November 29, 2021 and includes a detailed Assessment Furthering Fair Housing (AFFH) and programs to implement the latest housing legislation.

Discussion:

Please see above information.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the actions the City of Rocklin will undertake during the FY 2024/2025 Annual Action Plan. This includes actions to 1) foster and maintain affordable housing; 2) evaluate and reduce lead-based paint hazards; 3) reduce the number of poverty-level families; 4) develop institutional structure; and 5) enhance coordination.

Actions planned to address obstacles to meeting underserved needs

While there are several constraints to meeting the needs of target-income residents, the primary obstacles identified through citizen participation were determined at the public hearings. The City of Rocklin's Housing Element includes recommendations and programs to alleviate obstacles to meeting underserved needs. The City will continue to use CDBG dollars to address underserved needs and to provide education about services and service providers to the extent feasible. The City will encourage area service providers to offer services in the community.

The City under its FY 2024/2025 CDBG Program Year will take the following actions to address obstacles to meeting the underserved needs:

* Assisting domestic violence victims,
* Assisting seniors and disabled persons through food delivery programs, and
* Accessibility and Safety Projects

Actions planned to foster and maintain affordable housing

The Community Development Department staff regularly reviews Housing Element programs, objectives, and progress towards accommodating the City's share of the regional housing need. An annual implementation report will be prepared and provided to the California Office of Planning and Research and California Department of Housing and Community Development. Depending on funding availability, the City will consider modifications to Housing Element programs as necessary and appropriate to implement General Plan goals and policies.

Actions planned to reduce lead-based paint hazards

The City will continue to coordinate with Placer County's Department of Health and Human Services Environmental Services Division when possible to help reduce lead-based paint hazards and will educate

City residents about where to go if there is a problem.

Actions planned to reduce the number of poverty-level families

The City's anti-poverty strategy includes improving the quality of housing in Rocklin, assuring safe housing choices for residents, and supporting social service agencies.

The City's anti-poverty strategy will focus on:

- Working with project proponents to increase the supply and availability of decent, safe, and affordable housing necessary for low-income families to live healthy, productive lives;
- Working with local utility providers to ensure existing and planned infrastructure will continue to support a viable community and benefit low- and moderate-income persons;
- Looking for opportunities to increase the effectiveness of existing programs through better collaboration and efficient implementation; and
- Providing funding to a larger variety of programs to better assist individual situations, such as the victims and families of domestic violence, sexual violence and human trafficking, and individuals or families that recently faced an unexpected expense.

Actions planned to develop institutional structure

The City relies on a network of public sector and non-profit organizations to implement the Consolidated Plan. These organizations play a large role in directly providing housing and services to low-income, homeless, and special needs populations throughout Rocklin. The system's strengths include the collaborative manner in which these diverse groups work together to maximize available resources. Rocklin is a large enough city to have many institutional resources, yet small enough to be able to effectively communicate and collaborate.

The City does not plan to duplicate services of other established and successful programs. The City's system of institutional structure is strong and well-coordinated, with little duplication of services.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Roseville's Housing Authority administers the Section 8 program for the City of Rocklin via contract. The City has historically budgeted for these services from its General Fund and anticipates

providing continued funding in a similar manner in FY 2024/2025.

Discussion:

See above information.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following table identifies program income that is available for use that is included in projects to be carried out.

The City does not currently have a balance of program income. The City does not plan to receive program income in FY 2024/2025.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

See above information.

Project Name: **Meals On Wheels**
Request: $15,000 in Standard CDBG Funding for Program Year 2024

1. *Organization Description:*

Seniors First is a 501c3 nonprofit corporation first established in 1971 as the Volunteer Bureau of Placer County. Its merger with Seniors First in 2007 established the organization as the largest senior service provider in Placer County. With a mission to provide long-term support and services to help Placer County older adults maintain their independence and thrive, Seniors First's goals are to (1) educate and support seniors, caregivers, and loved ones of seniors; and (2) provide direct services and information about available community resources. Based in Auburn, Seniors First offers five major programs: Information & Assistance; Nutrition; Transportation; Telephone Reassurance; and Assisted Living Placements. All services are provided across the western slope of Placer County. Last year, over 100,000 individual services were provided to keep Placer seniors independent including 7,762 rides, 105,300 meals, 1,032 hours of telephone reassurance, 4,938 callers assisted with community resources, and other supports to meet the needs of the fastest growing population segment in Placer County.

2. *Program Description:*

Project Goal: Homebound seniors are healthy and food secure
Objective: Safely provide nutritionally balanced meals to homebound seniors

Rocklin's CDBG funding will support Seniors First's Meals On Wheels (MOW)—an existing program. **Specifically, funds will be used to purchase and distribute meals to Rocklin seniors.**

The level of food insecurity among seniors has barely budged in recent years. Released in April 2023, Feeding America's latest report on Senior Hunger (2021 data), shows seniors are experiencing a slight uptick in food insecurity, from 6.8% in 2020 to 7.1% in 2021. That's up from a pre-Great Recession rate of 6.3% in 2007. Locally, the 2021 Placer County Housing Element indicates that 35% of Placer seniors aged 65 and over have a housing cost burden greater than 30% of their total income thereby placing more than **1 in 3 seniors at risk of food insecurity.** Furthermore, the 2022 Hunger Trends study conducted by the National Opinion Research Center (NORC) at the University of Chicago for AARP, suggests that **rising food prices now affect half of adults 50 and over.**

The steady climb of inflation has intensified the stress on retirees. Half of seniors who live alone are struggling to get by on less than $27,000 a year — or the bare minimum for a single renter in good health to cover expenses, according to the Elder Index, a cost-of-living measure. The situation, experts say, is dire. Homelessness among seniors is rising rapidly and is expected to triple in the next decade. Higher rent and heating bills, steeper gas and prescription drug prices are squeezing seniors and forcing trade-offs between food and other basic needs.

With continued CDBG support from the City of Rocklin, Seniors First will provide five home-delivered meals per week to eligible, food insecure seniors in Rocklin. Meals will be delivered three times per week and will be a combination of fresh and frozen meals. Meals will be planned under a dietician's oversight, then prepared and packaged by Summit Food Services at the Placer County Probation Department kitchen facility. All meals will meet USDA Senior Nutrition Guidelines. Meals will be picked-up and safely transported to our Café hubs that are strategically located across the western slope of Placer County. From there, carefully screened volunteers will deliver the meals to participant homes. Staff and volunteers will also conduct wellness phone calls to check-in on each program participant.

Our Senior Nutrition Program has been in operation for 38 years. Our MOW component is one of more than 5,000 independent, community-based programs serving home-delivered meals across the country. Seniors First's MOW is the only free meal-delivery program exclusively for seniors in Placer County.

3. ***How funds will be spent:***

CDBG funding received from the City of Rocklin will be used to purchase meals for eligible Rocklin seniors.

4. ***Amount of CDBG funds requested:*** $15,000

This request represents 1% of the program's total budget ($1,375,135); Rocklin seniors represent 16% of all program participants.

5. ***Alignment with National Objectives:***

The proposed services are an eligible activity and fall under two of the three National Objectives:

- Benefit to Low- and Moderate-Income Persons
- Urgent Need

6. ***Target Population:*** Describe how many individuals in the low or very low-income levels you expect to provide services to on a monthly and annual basis with the CDBG funds.

The project will serve seniors residing in Rocklin who meet the following eligibility requirement:

i. 60 years of age or better
ii. Frail, elderly homebound or need help to leave their home
iii. Unable to prepare meals or shop for themselves
iv. Had a recent hospital stay or ongoing health problems
v. Live alone or with a caregiver.

Overall, 375 Placer County seniors will be served by MOW, including 60 Rocklin seniors, with all funding sources. Specifically:

- 60 Rocklin seniors X 253 meal service days = 15,180 meals delivered in Rocklin.
- Of those served, an estimated 80% (n=48) served will be in the low to very low-income level on a monthly and annual basis.
- An estimated 80% will be age 75 or older.

7. ***Method used to document income levels and expenditures to Rocklin residents:***

Funding received from the City of Rocklin is strictly managed to ensure that only residents of Rocklin are served by these funds. During the program's eligibility screening and intake process, staff will verify that the client's home address falls within the City limits according to the Placer County GIS website. Age and income information is also ascertained from the applicant.

8. Primary Contact Information:

Organization Name:	Seniors First
Name:	Stephanie Vierstra, Chief Executive Officer
Address:	12183 Locksley Lane, Suite 205, Auburn, CA 95602
Phone:	530-878-5705
Email:	stephanie@seniorsfirst.org

9. ***Payment Information:***

Name:	Seniors First
Address:	PO Box 6090, Auburn, CA 95604
Attention:	Stephanie Vierstra

10. ***Reporting / Invoicing Preference:*** Indicate your preference regarding whether you would be invoicing and providing required reporting data monthly or quarterly.

☒ Monthly

11. *Contract Authorization:* Identify who in your organization appears on the Secretary of State Business Search Forms and has the authority to sign contracts. Please provide the full names of those parties (preferably 2 individuals with signing authority). You will also be asked to provide a copy of the most current form if your entity is selected for funding.

Secretary of State Business Search Information:
Entity Name: Seniors First, Inc.
Agent: Stephanie Vierstra
Signing Authority:

1. Stephanie Vierstra, Chief Executive Officer
2. Constandinno N. (Gus) Petsas, Board Chair

12. *CDBG Experience and Reference:*

Seniors First has over a decade of experience as a CDBG grantee with the cities of Rocklin and Roseville who have provided generous support to Seniors First.

Our three-year funding history from the City of Rocklin CDBG funds:

Year Received	Program Supported	Amount
2023	Meals On Wheels	$15,000
2022	Meals On Wheels	$14,216
2021	Meals On Wheels	$13,953

City of Roseville CDBG Contact:

Name & Title: Kristine Faelz, Housing Analyst
Economic Development Department, Housing Division
Address: 316 Vernon Street, Suite 150, Roseville, 95678
Email: kpfaelz@roseville.ca.us
Phone Number: 916-774-5451

13. *Insurance Requirements:*

Seniors First will continue to meet the City's requirements to carry standard insurance coverages noted in the Proposal Guidance and will provide evidence of insurance, full endorsements and the City named or endorsed as additionally insured if selected for funding.

Seniors First 12-Month Meals On Wheels Program Budget

Personnel Costs	Annual Program Cost	Total Other Sources	Rocklin CDBG (Pending)	Request = to Percentage of Expenditure	Budget Explanation
Total Personnel Costs	**$ 250,994**	**$ 250,994**	**$ -**	0%	

Non-personnel Costs	Annual Program Cost	Total Other Sources	Rocklin CDBG (Pending)	Request = to Percentage of Expenditure	Budget Explanation
Catered Food	$ 504,390	$ 489,390	$ 15,000	3%	Total represents cost of 99,681 prepared meals purchased from Summit & Valley Food Services calculated at $5.06 per meal (170 baseline Seniors + 205 emergency level COVID meals) over 253 service days per year.
Other Direct Costs	$ 135,935	$ 135,935	$ -	0%	
Subtotal Non-Personnel Costs	**$ 640,325**	**$ 625,325**	**$ 15,000**		
Total Direct Costs	**$ 891,319**	**$ 876,319**	**$ 15,000**		
Indirect Costs	$ 483,816	$ 483,816	$ -	0%	
Total Expenses	**$ 1,375,135**	**$ 1,360,135**	**$ 15,000**		
Request Percentage of Budget			1%		

City of Rocklin CDBG Proposal 2024-2025
Victim Services Program for Rocklin Residents

Organization Mission and History

Name: Stand Up Placer, Inc.
Description: Stand Up Placer's mission is: Saving lives by empowering survivors and educating communities to stand up to domestic violence, sexual assault, and human trafficking. We are a 501c3 nonprofit that provides services to approximately 3,000 Placer County survivors of domestic violence, sexual violence, human trafficking and their non-offending family members, and we offer community education around domestic/sexual violence and human trafficking to companies, agencies and schools. We have provided services to survivors since 1978, and we offer victims fleeing life-threatening abuse the only confidential safe house located within Placer County. We offer a full array of services designed to allow survivors to rebuild their lives from a place of safety, whether they receive these services as residential clients or, like most survivors, through our service office in Roseville. Core services include advocacy, accompaniment, peer counseling, therapy, legal assistance, emergency shelter, and housing.

Program Information

Description of Program: Stand Up Placer is requesting $20,000 from the City of Rocklin CDBG Program to benefit low to moderate income Rocklin residents who are victims of domestic violence, sexual assault, and human trafficking as part of the agency's Victim Services Program. This is an ongoing program with core funding provided by Cal OES Domestic Violence, Rape Crisis, and Human Trafficking Victim Assistance Programs. The agency has increased capacity by securing additional funding for over a decade from Roseville CDBG and Citizens' Benefit Fund, and for several years by the Rocklin CDBG grants. Funders include Kaiser Permanente and private donors. The program is funded through the end of the current fiscal year with applications in process or to be released for the next fiscal year.

The Victim Services Program addresses the need for survivors of domestic/sexual violence and/or human trafficking to address their trauma, including mental and

physical health needs, support their individual process of healing, and reduce the risk of future violence in their lives. The services in this program include: crisis intervention; therapy for adults and children; individual and group peer counseling; assistance with accessing the human services support system; legal advocacy including help with preparing temporary restraining orders (TROs), divorce and custody paperwork, and court accompaniment; and hospital accompaniment and advocacy. Referral to the safe house is provided for those fleeing life-threatening danger.

Program Strategy: Domestic violence, sexual assault, and human trafficking victims face significant safety needs, mental health issues due to their trauma, and many barriers to service. All agency staff and volunteers working directly with victims must successfully complete a 72- hour Crisis Intervention Training program as well as a job shadowing period before working solo with victims. During the pandemic, we began providing remote services. We have retained the remote option because it enhances accessibility. Services may be provided in-person, via telephone or video conferencing, or via telehealth applications depending on the clients' needs and preferences.

- *Crisis intervention* allows victims to plan their immediate next steps to address their safety, housing, and mental health needs. Initial intake and screening for CDBG eligibility occurs during initial client interactions and is recorded in the program enrollment section of agency's victim-services specific database, Apricot.
- *Clinical therapy,* provided under CDBG by agency staff offers survivors access to mental health care for their specific needs. Clinical Program staff include Licensed Marriage and Family Therapists (LMFTs), Registered Associate MFTs, and MFT trainees. Because we operate a training program for MFT candidates seeking to gain clinical therapy hours toward graduation and/or licensure, the specific therapy staff may vary year to year. Stand Up Placer will provide relevant clinical program staff credentials upon request once the 2024-2025 year begins. Clients with specialty needs receive referrals for these needs, such as substance abuse or psychiatric care to community partners.
- *Advocacy services* help survivors to access the continuum of care within the community including basic medical care and fundamental needs, such as food, clothing, and housing. Legal advocacy supports both the immediate need for safety with restraining orders as well as assisting survivors with accessing long-term legal remedies for their situations. Collectively, this array of services helps to improve safety, reduce the impact of trauma on survivors' mental health and that of their children, and reduces the risk of re-entering violent situations. We have found survivors achieve the most

successful outcomes when they are supported with culturally competent, trauma-informed care that honors their right to choose their own life goals and the best set of services to meet their unique needs.

Program Goals and Objectives: The Victim Services Program goals and objectives are as follows:

Goal 1: To increase access to services needed for recovery and resilience.

- Objective a: To increase access to mental health services to enhance recovery and resilience.
- Objective b: To increase access to supportive programming to enhance recovery and resilience.

Goal 2: To reduce risk factors, enhance protective factors, and link to appropriate resources to prevent future incidents of violence.

- Objective a: To assess the immediate needs of victims.
- Objective b: To increase personal safety and the perception of safety.
- Objective c: To reduce the risk of future incidents of violence.

Outcomes: Stand Up Placer will share objective and subjective outcomes with the City of Rocklin. We will share general income, race/ethnicity, age, and gender demographic information. We will report the total number of Rocklin survivors served and the number of CDBG beneficiaries served for the following advocacy and therapy services:

- Shelter referrals
- Crisis counseling (in person crisis intervention, safety planning and socialservices advocacy)
- Therapy sessions (individual clinical therapy sessions)
- Hotline calls
- Total Legal Services
    - Temporary Restraining Orders
    - Court Accompaniment

Stand Up Placer will also share survivor stories that demonstrate the personal impact that receiving services makes. Survivor stories are factual, but personally identifying information is altered to protect their safety and anonymity.

Funding Request, Use of Funds, and Staff:

Stand Up Placer is requesting $20,000 from the City of Rocklin CDBG Program to support the Victim Services Program. The budget request to the City of Rocklin reflects a portion of the wages and benefitsfor direct services staff who will provide the program services to Rocklin residents who are eligible beneficiaries of the CDBG

program. The funding for the Victim Services Program has remained flat, but the need in the community is increasing post-COVID. During a single, 8-hour shift in October, we received 7 DVERT requests for assistance from local law enforcement. Law enforcement makes these calls when they arrest a suspect for domestic violence. Prior to 2023, the average was about 2-3 calls for an entire day.

- Advocates perform crisis intervention, safety planning, advocacy, and accompaniment to victims according to their needs.
- Program Coordinators supervise advocates and provide direct services. They will bill time to the program *only* when they provide services to victims.
- Marriage and Family Therapists (MFTs) and Registered Associate MFTs provide clinical therapy.
- The Clinical Program Manager provides mandated clinical supervision to marriage and family therapist interns and clinical therapy to victims. She will bill time *only* when providing therapy to victims and their children.
- Program Supervisors manage the domestic violence, sexual assault, and human trafficking programs. These individuals will *only* bill time when they provide advocacy services to victims.
- No management or administrative time, or overhead costs will be billed to CDBG funds per national CDBG program rules.

The services will be provided at Stand Up Placer's service offices in Roseville and/or on-scene at incidents.

Alignment with National Objectives and Rocklin Consolidated Plan:

The Victim Services Program most closely aligns with the City's Consolidated Plan Priority Need CD 2, Public Services. Although the proposal does not directly provide Emergency Shelter, clients are referred to the shelter program through the funded program. It aligns with the National Objectives of Benefit to Low and Moderate Income Persons and meeting Urgent Need (domestic violence).

Number of Low and Very Low Income Residents to Be Served:

Full funding of this request will allow us provide therapy services to approximately 20 additional survivors and crisis intervention and advocacy services to approximately 80 more Rocklin survivors annually than we would without funding from Rocklin CDBG. Monthly client numbers vary due to fluctuations in the number of victims who present who are also CDBG-eligible Rocklin residents. We are requesting this amount to enable to continue to support to the city's most vulnerable residents at the same levels as last year. If the City of Rocklin is able to support Stand up Placer at a lower amount, we would lower the services to be provided proportionately. At funding of $15,000, we would be able to provide therapy to 15 additional individuals and crisis intervention and advocacy to 60. At funding of $10,000 we would provide therapy to

10 additional individuals, and crisis intervention and advocacy to 40. The included budget is based on full funding but can be adjusted as needed.

Population to be Served: The population to be served by the Victim Services Program with CDBG funding is low income Rocklin residents suffering from the effects of domestic violence, sexual assault, and human trafficking and their children. We offer these services to all survivors regardless of race/ethnicity, age, disability, gender/gender identity, sexual orientation, faith traditions, or income. Survivor demographics track along the general county population demographics, with a majority white population followed by Hispanic/Latino, with smaller percentages of Asian/Pacific Islander, AfricanAmerican/Black, multi-racial, and Native Americans. Clients range in age from newbornto the elderly, but the majority of clients are aged 25-44. However, sexual assault clients are disproportionately children and transition-aged youth.

Approximately 90% of all victims we serve annually fall into the extremely low, very low, low, and moderate Area Median Income brackets established by HUD for our region. Approximately 50% of low and moderate income clients fall into the extremely low income bracket. Some come to Stand Up Placer with low income status, and others fall into poverty or financial distress by fleeing their dangerous living situations or because of their trauma.

Documentation:

Stand Up Placer documents program enrollments and services in the agency's HMIS-comparable database, Apricot. Because the program is based on urgent safety needs, victims of domestic violence are presumed eligible under CDBG guidelines; however, we will only consider Rocklin residents to be eligible CDBG beneficiaries if they provide residency, income, and racial demographic information. Survivors are not required to provide information to receive services due to the nature of their trauma.

Business and Contact Information

Primary Contact:

Sr. Grants, Contract and Compliance Manager: Louise Arquilla 530-823-6224, louisea@standupplacer.org or project@standupplacer.org

Finance Contact:

Finance Manager: Ehsamuddin Kazimi, 530-823-6224, ehsamuddin@standupplacer.org or finance@standupplacer.org

Payment Information:
Payee: Stand Up Placer, Inc.
Address: PO Box 5462, Auburn, CA 95604
Attention: Ehsamuddin Kazimi
Agency EIN Number: 94-2578871

Billing and Reporting Preference: quarterly

Individuals on Secretary of State Business Search Forms:
On the latest filing of information with the Secretary of State, the Officers are listed as:
Cheryl Marcell, Chief Executive Officer
Catherine Russell McGregor, Secretary
Justin Wright, Chief Financial Officer

Authorized Signatory:
Cheryl Marcell, CEO/Executive Director, cheryl@standupplacer.org, 530-823-6224

Single signatory with Resolution of Delegated Authority.

Experience:
Stand Up Placer has been a City of Rocklin CDBG recipient since 2018 and a City of Roseville CDBG recipient for almost 20 years. Staff are proficient with all the forms and reporting needed to administer the program. While program staff experience frequent turnover, the Sr. Grants, Contracts and Compliance manager has been with the agency for over 10 years, and the Data and Technology Infrastructure administrator has been with the agency for over 4 years. This team provides continuity to the program staff who provide the services funded by CDBG. The agency has worked closely with city staff throughout this time.

Stand Up Placer is pleased to provide any additional documentation that the City of Rocklin may request, including 501(c)3 determination letter, agency budget, tax returns and audited financials.

The required insurance policies renew in calendar 2024. We will be able to supply current (2024) insurance documentation as part of contracting the grant.

City of Rocklin
2024/25 CDBG Program
Subrecipient: Stand Up Placer, Inc.
Program/project: Rocklin Victims Services Program

Line item description of cost	Total program	CDBG	Other funds
Salaries (direct services personnel)	350,829.00	15,650.00	335,179.00
Salaries (program management)	42,043.00	-	42,043.00
Payroll taxes & benefits	110,004.00	4,350.00	105,654.00
Program services	2,643.00	-	2,643.00
Travel & mileage	7,387.00	-	7,387.00
Community outreach	1,838.00	-	1,838.00
Rent/Utilities/Maintenance	35,876.00	-	35,876.00
Communications	10,621.00	-	10,621.00
Office supplies/Postage/Equipment	14,598.00	-	14,598.00
Information Technology	10,854.00	-	10,854.00
Professional fees (consultants & contractors)	20,650.00	-	20,650.00
Insurance	5,733.00	-	5,733.00
Total	$ 613,076.00	$20,000.00	$ 593,076.00

CITY OF ROCKLIN CDBG 2024
PROPOSAL by ST VINCENT de PAUL SOCIETY
ROSEVILLE AREA CONFERENCE

1) **Describe your organization (how long it has been in existence, the types of services you provide, location, is it a 502c43 or other type, etc.).** The St Vincent de Paul Society, Roseville Area Conference (SVdP), was founded in August 1983, starting as a small Thrift Store and office providing free furniture, and financial assistance for rent and utilities to Roseville residents. In December 1983, the Dining Room began serving 40 - 50 free hot meals per day. In January 1984, the Food Locker provided groceries to approximately 200 households in its first month of operation. Over the past 40 years, SVDP has created many programs and services, adding an Urgent Care Medical Clinic, BAGS Home Delivery Program, and Rental & Utility Assistance. Our current program offerings are:

Food Locker Drive Thru Distribution
BAGS Home Delivery Program
St Vincent de Paul Dining Room
Rental & Utility Assistance Program
SMILES (School Backpack & Christmas Shop)

2) Describe the program you would be providing with Rocklin CDBG funds. Please specify if this is a program that you have conducted previously (if so, when, where, for how long and with what sources of funding) or whether it is a brand new program.
SVDP would utilize funding to sustain the Rocklin BAGS Home Delivery Program currently in operation, into its third year. The BAGS Home Delivery Program was expanded into the City of Rocklin in November 2022, and is providing an essential service to many homebound elderly and disabled adults, with the delivery of groceries.

The program is funded for up to 85 low-income homebound seniors or disabled adults. The BAGS Home Delivery Program has been in continuous operation in the City of Roseville since 2001 and in the City of Rocklin since 2022. Groceries are delivered monthly by volunteer teams. The quantity of groceries delivered is sufficient to prepare a minimum of nine (9) to twelve (12) nutritious meals. This program is intended to supplement the grocery budget for those homebound seniors and disabled adults who are living independently and are able to prepare their meals, but may struggle to shop for groceries on their own.

Many of these individuals experience food insecurity with income often insufficient to pay basic living expenses. Food insecurity is a significant national health problem and an under-recognized social determinant of health. Food insecurity results in constrained dietary options and competing demands for limited resources, including postponement of medication refills or health visits.

In 2011, the program's scope was enhanced to help our clients with certain medical diagnoses meet their specific dietary needs, such as diabetic clients receiving appropriate foods from a list prepared by a volunteer nutritionist. In 2023, SVDP is partnering with USF School of Nursing & Health Professions interns to assess our annual survey program, assist our clients with nutrition assessment and ongoing referral to CalFresh where indicated.

Groceries provided include shelf-stable ingredients purchased with CDBG funding. Shelf-stable items generally include items such as canned tuna, canned chicken, peanut butter, oats, black beans, peas, canned fruit, canned vegetables. Attempt is made to purchase small containers, easy open lids, low sugar, low salt content.

In addition to food purchased with grant funding, groceries are provided through the food locker such as cheese, milk, yogurt, lunchmeat, frozen meat, fresh produce (lettuce, tomatoes, potatoes, onion, apples, grapes, oranges,) depending upon availability. Clients also receive bread, eggs, crackers, pastries, and dry goods.

The goals of the Rocklin BAGS Home Delivery Program are to increase food security and prevent hunger by providing ingredients to prepare nutritious meals, which help our clients live healthier, happier lives. By providing this service, the Rocklin BAGS Home Delivery Program, in collaboration with other community partners, also enables low-income homebound elderly and disabled adults the ability to continue to live independently.

3) Describe specifically how you would spend the funds and who (by titles or description) would be conducting the activities if funding would be used for staff costs. (Please note that you cannot use the funds for Management / Admin / Overhead).
SVDP has established a relationship with Rocklin Grocery Outlet over several years supplying quarterly grocery purchases to the BAGS Home Delivery Program. In 2022, we began purchasing for the Rocklin BAGS Home Delivery Program through this vendor. We will continue to purchase through this vendor. Funds will be used to purchase quarterly shelf-stable and diagnosis appropriate foods from this vendor, as well as other local food vendor sources where appropriate and cost effective.

Food purchases are made quarterly based upon the needs of the program participants and life of the grant.

Other staff involvement - warehouse coordinator, administrative support, driver, fall under overhead and are not included in this request.

4) Identify the specific amount of your funding request.

$15,000 Food Purchases - $3,750 per quarter

TOTAL REQUEST: $15,000

5) Describe how these services would fall under the National Objectives outlined in the NOFA.
The mission of St Vincent de Paul Society, Roseville Area Conference is to provide basic human services and programs to prevent hunger and homelessness

By providing home delivery of groceries to the low-income homebound elderly and disabled adults in the Rocklin community, SVDP will continue to serve an urgent need to those City of Rocklin residents facing food insecurity. Through the application and contact process, as well as volunteer visits, referrals to community partners are provided as needed for further assistance. With the ability to sustain the program started in 2022, SVDP will maintain the ability to serve the individuals in great need of this essential service in the City of Rocklin.

6) Describe how many individuals in the low or very-low income levels you expect to provide services to on a monthly and annual basis with the CDBG funds.

Historically, SVDP has served up to 85 clients annually in the original program started in Roseville, since 2001, with grant funding of $15,000 supplemented with food donations from the agency food locker. The Rocklin BAGS Home Delivery Program is still in its infancy as a program and is building in clientele, sending out applications 2-3 times each week on average.

With the continuation of the Rocklin BAGS Home Delivery Program, we have the capacity to serve up to 85 individuals on a monthly basis during the program year. Currently, there are 32 clients receiving services. The program is adding new clients every month. Of those clients, 90% are at 30% or below the AMI in Placer County.

7) Describe how you would ensure and document income levels and that Rocklin CDBG funds were only being used to provide service for Rocklin residents.
All applicants to the Rocklin BAGS Home Delivery Program are vetted via a detailed application process including identification verification and demographic survey. This includes proof of residency, picture ID, proof of income (62 years or older are assumed eligible, and provide income information), sources of income, etc.

From initial application verification, applicants are vetted for eligibility and provided case management to determine level of assistance necessary to meet current and immediate future stability. Clients are also provided information and resources for additional community referrals as needed.

Clients must re-certify annually to remain in the program and are provided assistance where necessary.

8) List who in your organization would be the primary contact for the grant including their full contact information (i.e., phone, e-mail, etc.)

Rebecca Rush, Executive Director
(916) 781-3303 Office, (916) 477-1920 Cell
rebecca.rush@placersvdp.com

9) Provide the entity name, address and name of the individual that payments would be directed to, should you receive an award.

Rebecca Rush, Executive Director
(916) 781-3303 Office, (916) 477-1920 Cell
rebecca.rush@placersvdp.com

10) Indicate your preference regarding whether you would be invoicing and providing required reporting data monthly or quarterly.

SVDP would prefer to invoice and provide required reporting data quarterly.

11) Indicate who in your organization appears on the Secretary of State Business Search Forms and has the authority to sign contracts. Please provide the full names of those parties (preferable 2 individuals with signing authority). You will also be asked to provide a copy of the most current form if your entity is selected for funding.

Secretary of State form -
Donald Fraser, Board President
Thomas Stanko, Board Vice President

12) Describe your experience, if any, as a recipient of CDBG funds, and from what entity. Please include a reference from that agency (if other than the City of Rocklin) including their complete contact information.

SVDP has received CDBG funding from the City of Roseville in support of the BAGS Home Delivery Program continuously since 2001, receiving approximately $15,000 annually. Contact person is Kristine Faelz, Housing Analyst, Economic Development Dept. 316 Vernon St., Roseville, CA 95678, Phone (916) 774-5451 Letter of Reference attached

SVDP has been a sub-recipient of CDBG funding from the City of Roseville in a collaborative with AMI Housing and KidsFirst (ASK) since 2017 for Rental & Utility Assistance. For the past 2 years, SVDP has received $75,000 to distribute in Roseville and Rocklin.

2022/2023 - SVDP received CDBG CV3 funding for both BAGS Home Delivery and Rental & Utility Assistance from the City of Rocklin

2023 - SVDP received CDBG funding for BAGS Home Delivery from the City of Rocklin

13) Optional Letter of Reference

Letter of reference provided from Kristine Faelz, City of Roseville Housing Division, Housing Analyst

14) Insurance requirements and endorsements

Insurance requirements will be fulfilled

To: Elizabeth Sorg, City of Rocklin
From: Rolande Tellier, The Gathering Inn
Date: November 8, 2023
Re: Request for Low-Moderate Income Housing Asset Fund/HPRR

Thank you for the opportunity to submit our request for funding under the Low-Moderate Income Housing Asset Fund to support Homelessness Prevention and Rapid Rehousing. We appreciate our partnership with the City of Rocklin and look forward to continuing to serve your residents. In the past, we have submitted this funding request to coincide with the CDBG NOFA.

About The Gathering Inn

The Gathering Inn is a 501-c3 non-profit organization and has been in operation since 2004, starting as a winter-only shelter with a small but dedicated group of local churches. We have experienced significant growth over the years, particularly since 2015. Some of TGI's major accomplishments during that time include establishing a Resource Center for day services providing food, showers and access to computers; acquiring and managing permanent supportive housing in various communities in the county; establishing an Interim Care Program through a partnership with Sutter Health which provides medical respite for people experiencing homelessness after discharge from a hospital stay; and operation of the county's only emergency shelter, located in Auburn.

The Gathering Inn has been successfully operating our nomadic shelter out of Roseville for nearly 18 years, and an emergency shelter in Auburn since 2018. In 2023 TGI was awarded the contract to operate the 50-tent mobile temporary shelter in Auburn, and a 30-bed enhanced winter sanctuary in Elk Grove.

Use of Funds

Funds will support direct services program staff including associated taxes and benefits. Supported positions may include:

- Housing Specialist: maintains list of housing options, manages HPRR funds, coordinates interviews with landlords, and accompanies guests on housing inspections prior to move-in.
- Rapid Rehousing: funds to support security and utility deposits; application fees; acquiring required documentation; landlord incentives.

TGI respectfully requests $65,000 to support the above activities.

National Objectives

The proposed program falls under the national objectives of “benefit to low and moderate income persons” and “urgent need” by providing needed services to persons experiencing homelessness.

Low or very low-income persons served

TGI anticipates serving 25 persons from Rocklin during the funding period.

Documentation of income levels and Rocklin residency

Case managers complete a comprehensive intake questionnaire for all guests and information collected including income levels and last city of residence is collected in the Homeless Management Information System (HMIS) and are able to report on a wide variety of outcomes.

Contact Information:

Grant Contact:

Rolande Tellier
Chief Operating Officer
The Gathering Inn
2040 Sierra College Blvd., Ste 100
Rocklin, CA 95677
916-662-5351
rtellier@thegatheringinn.com
*prefer quarterly reporting

Contract Signatory:

Keith Diederich
President and CEO
The Gathering Inn
2040 Sierra College Blvd., Ste 100
Rocklin, CA 95677
keith@thegatheringinn.com

Payment Contact:

Lisa Trask
Controller
The Gathering Inn
2040 Sierra College Blvd., Ste 100
Rocklin, CA 95677
ltrask@thegatheringinn.com

Reference:

Kristine Faelz, *Housing Analyst* City of Roseville
Economic Development Dept. – Housing Division
316 Vernon Street, Suite 150
Roseville, CA 95678
KPFaelz@roseville.ca.us
916 774-5451

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: AT&T Wireless at Boulder Ridge / Conditional Use Permit - U2023-0005, Design Review - DR2023-0011, and Environmental - ENV2023-0010

Date: March 12, 2024

Submitted By: David Mohlenbrok, Director of Community Development
Bret Finning, Planning Services Manager
Nathan Anderson, Senior Planner

Department: Community Development

Recommendation:
Conduct a Public Hearing to Consider Testimony.

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (AT&T Wireless at Boulder Ridge / ENV2023-0010).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Conditional Use Permit (AT&T Wireless at Boulder Ridge / U2023-0005).
C. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (AT&T Wireless at Boulder Ridge / DR2023-0005).

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 - AT&T Wireless at Boulder Ridge
2. Resolution A - Notice of Exemption
3. Resolution B - Conditional Use Permit
4. Resolution C - Design Review
5. Resolution C Exhibit A - Design Review

City Council Report

Subject: **AT&T Wireless at Boulder Ridge**
Design Review, DR2023-0011
Conditional Use Permit, U2023-0005
Environmental, ENV2023-0010

Date: March 12, 2024

Submitted By: David Mohlenbrok, Director of Community Development
Bret Finning, Planning Services Manager
Nathan Anderson, Senior Planner

Department: Community Development

Recommendation:
The Planning Commission and staff recommend approval of the following:

A. Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (AT&T Wireless at Boulder Ridge / ENV2023-0010)

B. Resolution of the City Council of the City of Rocklin Approving a Conditional Use Permit (AT&T Wireless at Boulder Ridge / U2023-0005)

C. Resolution of the City Council of the City of Rocklin Approving a Design Review (AT&T Wireless at Boulder Ridge / DR2023-0005)

Proposal/Application Request:
This project is a request for approval of a Conditional Use Permit (U2023-0005) and Design Review (DR2023-0011) to allow for the modification of an existing approximately 120-foot lattice cell tower on the Placer County Water Agency (PCWA) property adjacent to Boulder Ridge Park. The project proposes to add 30 feet to the top of the tower, 12 new panel antennas (4 per sector) as well as additional ancillary equipment. The increased tower height is to achieve required separation between existing antennas and the proposed new antennas. All new ground mounted equipment would be within the existing approximately 3,100 square-foot fenced area at the base of the tower.

Owner/Applicant:
The property owner is Placer County Water Agency (PCWA). The applicant is New Cingular Wireless PCS, LLC, C/O Epic Wireless LLC; Contact, Mark Lobaugh.

Location:
The project site is located at 3525 Park Drive. The Assessor's Parcel Number (APN) is 032-010-009. The approximately 11.5-acre site, shown in red in **Figure 1**, is currently developed with the PCWA treatment plant. The existing tower is located within an approximately 3,100 square-foot fenced area within the treatment plant parcel. This is shown by the white arrow on **Figure 1**, and an enlarged aerial is included as **Figure 2**.

Figure 1 – Project Site

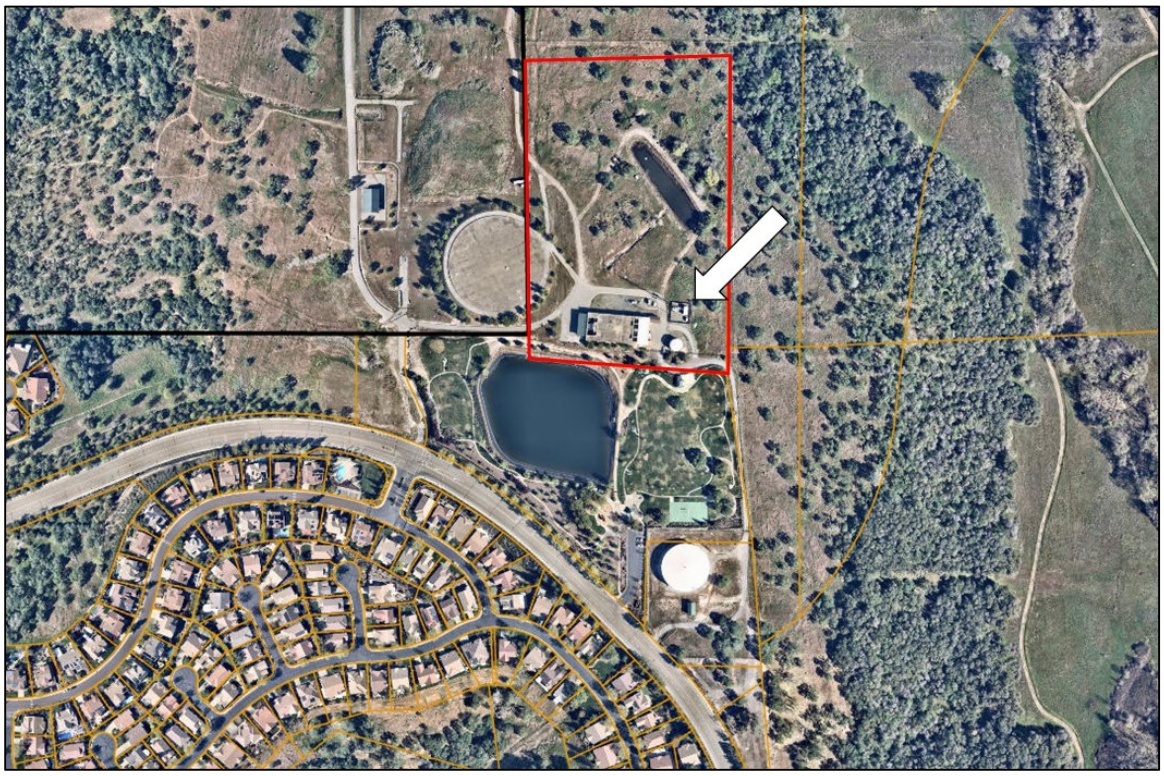


Figure 2 – Fenced Tower Area



Summary of Planning Commission Hearing and Action:
On February 6, 2024, the Planning Commission (Commission) considered the proposed project. Following a presentation from staff and a statement from the applicant, the Commission opened up the public hearing. There were no public comments. The Commission then closed the public hearing and began deliberations. The Commission stated that they could support the modification and voted 5-0 to recommend the project to the City Council for approval.

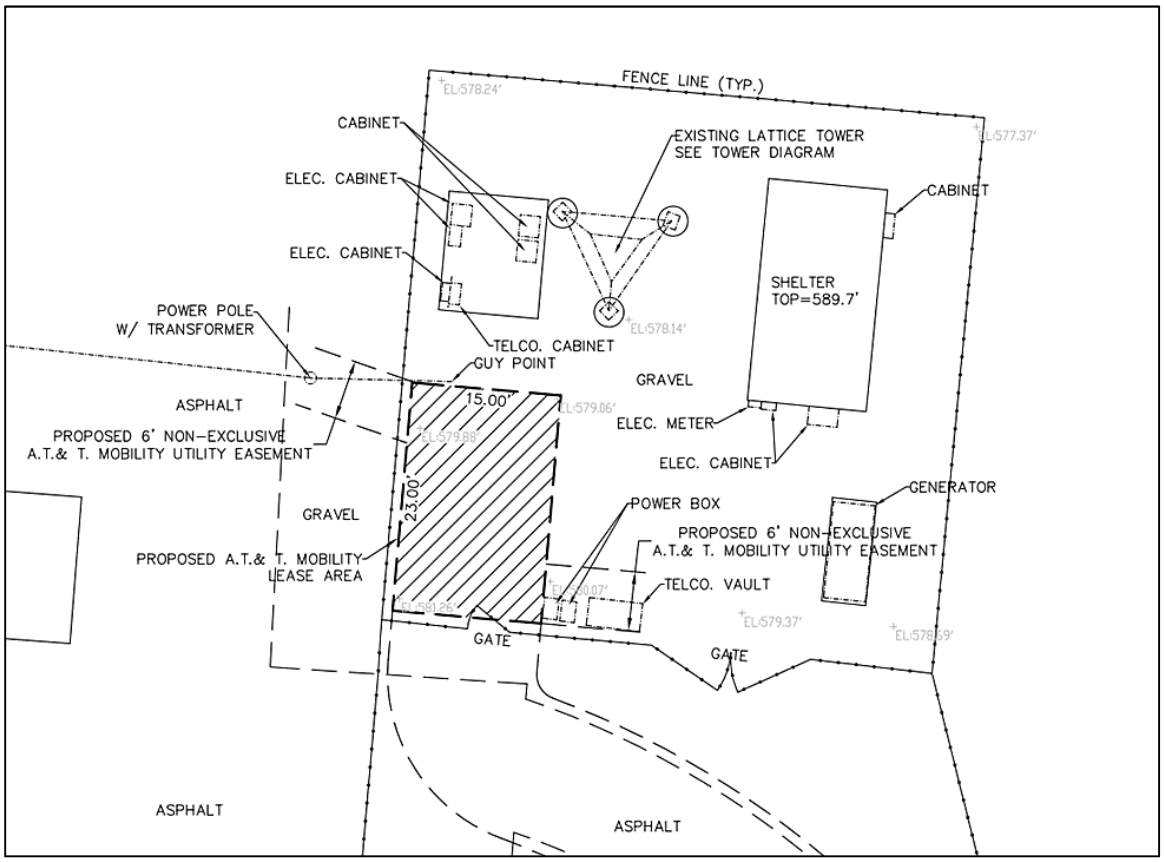
Background and Site Characteristics:
The approximately 3,100 square-foot fenced area within the PCWA treatment plant campus currently houses multiple telecommunications antennas. The existing lattice tower was approved and permitted by Placer County via Administration Approval (AA-060) and subsequently modified in 1997, prior to the annexation of the area to the City of Rocklin. The tower is owned by PCWA.

In 2014, the City approved a Conditional Use Permit and Design Review to modify the tower to add three new antennas and three new radio repeater heads.

At the base of the existing tower, there is a fenced enclosure which includes cabinets and structures that house telecommunications equipment, as well as an emergency generator. An asphalt driveway is utilized to access the equipment through an existing gate. **Figure 3** includes the site's existing conditions. The

approximately 375 square foot proposed AT&T lease area is shown in the southwest corner of the existing enclosure.

Figure 3 – Existing Conditions



General Plan and Zoning Compliance:
The property is zoned Planned Development Public Quasi-Public (PD-PQP). While the City does not have a wireless ordinance which specifically addresses locations for cellular towers, pursuant to past practices, these types of facilities may be allowed in all zoning districts subject to approval of a conditional use permit. Therefore, the proposed modification to an existing tower to add additional wireless equipment may be allowed in this location subject to approval of a conditional use permit. Staff has reviewed the project with respect to the development standards contained within the Rocklin Municipal Code (RMC) and found that the proposed project is consistent with all applicable standards, as well as with the General Plan designation of Public Quasi-Public (PQP).

City Council approval is required pursuant to RMC Section 17.72.020, which requires City Council approval for all nonresidential buildings or structures with a height of greater than forty feet.

Surrounding Uses:
The properties directly to the north and east are undeveloped, although a residential subdivision is approved within this area as part of the Clover Valley Lakes project. To the south is a municipal park, with single family residential beyond, south of Park Drive (approximately 500 feet south of the project site). To the west is an open space area in the City of Lincoln. See **Table 1** and **Figure 4**.

Table 1 – Site and Surrounding Land Uses:

	General Plan	Zoning	Existing Land Use
Site:	Public Quasi-Public (PQP)	Planned Development Public Quasi-Public (PD-PQP)	PCWA Water Treatment Plant
N/NE	Low Density Residential (LDR) / Recreation-Conservation (R-C)	Planned Development Residential (PD-2.0) / Open Area (OA)	Vacant – Clover Valley Lakes GDP Area
E/SE	LDR / R-C	PD-3.3 / OA	Vacant – Clover Valley Lakes GDP Area
S/SW	R-C with Park Overlay /Medium Density Residential (MDR)	Park / PD-6.5	Boulder Ridge Park / (across Park Drive) Single Family Residential – Whitney Oaks GDP Area
W/NW	(City of Lincoln) Public Facilities (PF) and Open Space (OS)	Public and Open Space-Recreation (OS-R)	PCWA Water Treatment Plant campus and Vacant open space

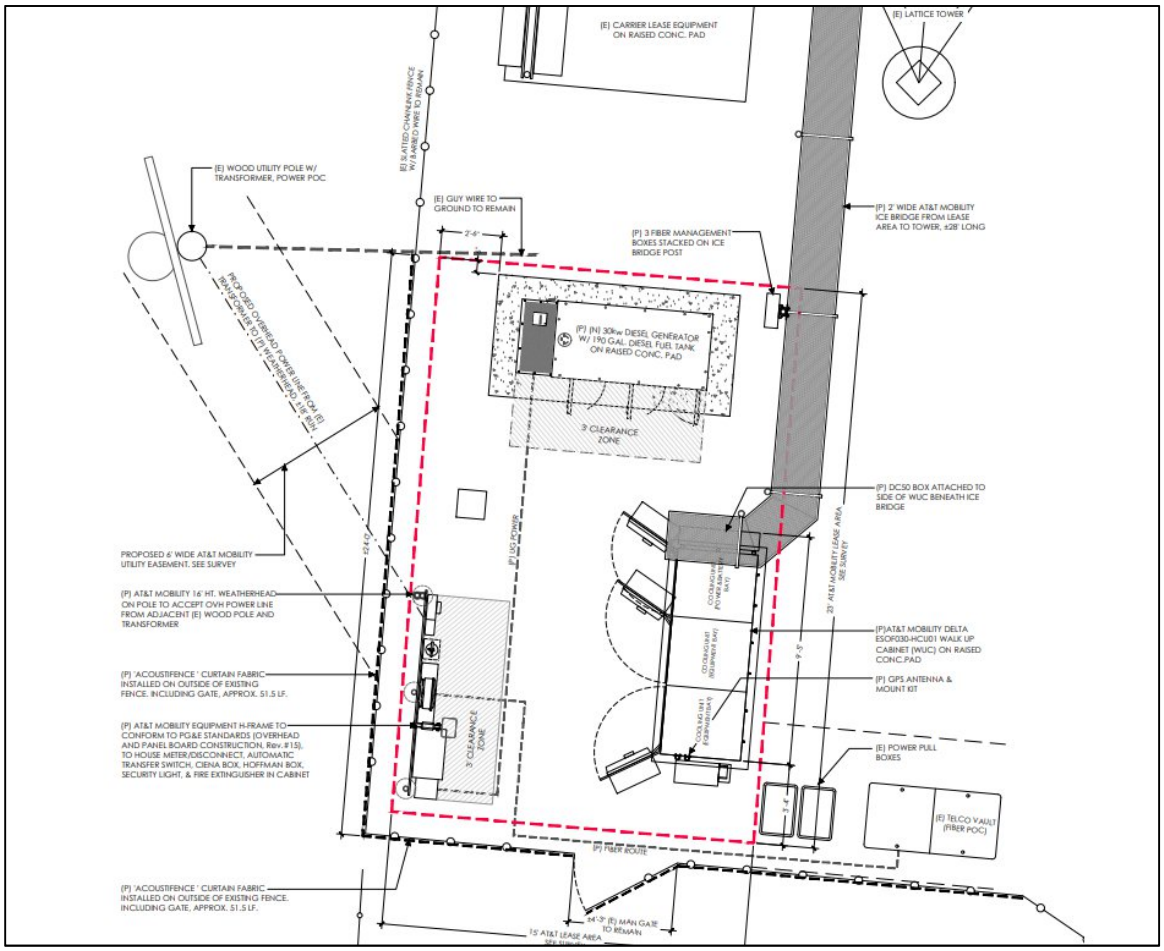
Figure 4 – Surrounding General Plan and Zoning



Proposed Modifications:
According to the project applicant, AT&T is the only carrier that does not currently operate a cellular facility in this area. As a result, the surrounding area have a large number of AT&T customer complaints of slow data speeds due to weak coverage. The proposed modification will improve wireless coverage to the area, and will also increase overall network capacity. The project engineer has indicated that the proposed location will provide the necessary coverage and capacity for AT&T, with the ability to hand off the wireless signal to the next AT&T telecommunications site.

Ground equipment for AT&T would be located within the approximately 375 square foot lease area, as previously discussed and shown in **Figure 5**. This equipment would include a new 30-kilowatt diesel generator with a 190-gallon diesel fuel tank. See the Noise section below for additional discussion regarding the generator.

Figure 5 – Lease Area Plan



Design Review:
The project proposes to add an additional 30 feet to the existing lattice tower, in order to achieve the required separation between existing antennas and the proposed new antennas. Currently, the lattice tower is approximately 120 feet to the top of the lattice, and approximately 140 feet to the top of the omni antenna. The height difference between the tallest point of the existing tower and the tallest point of the proposed tower is approximately 12 feet. The ultimate buildout would be 151.7 feet in height with 12 panel antennas and 18 remote radio heads. See **Figure 6**.

Photo-simulations depicting views of the existing and proposed tower are included as **Figures 7** through **11**.

Figure 6 – Tower Modification Plan

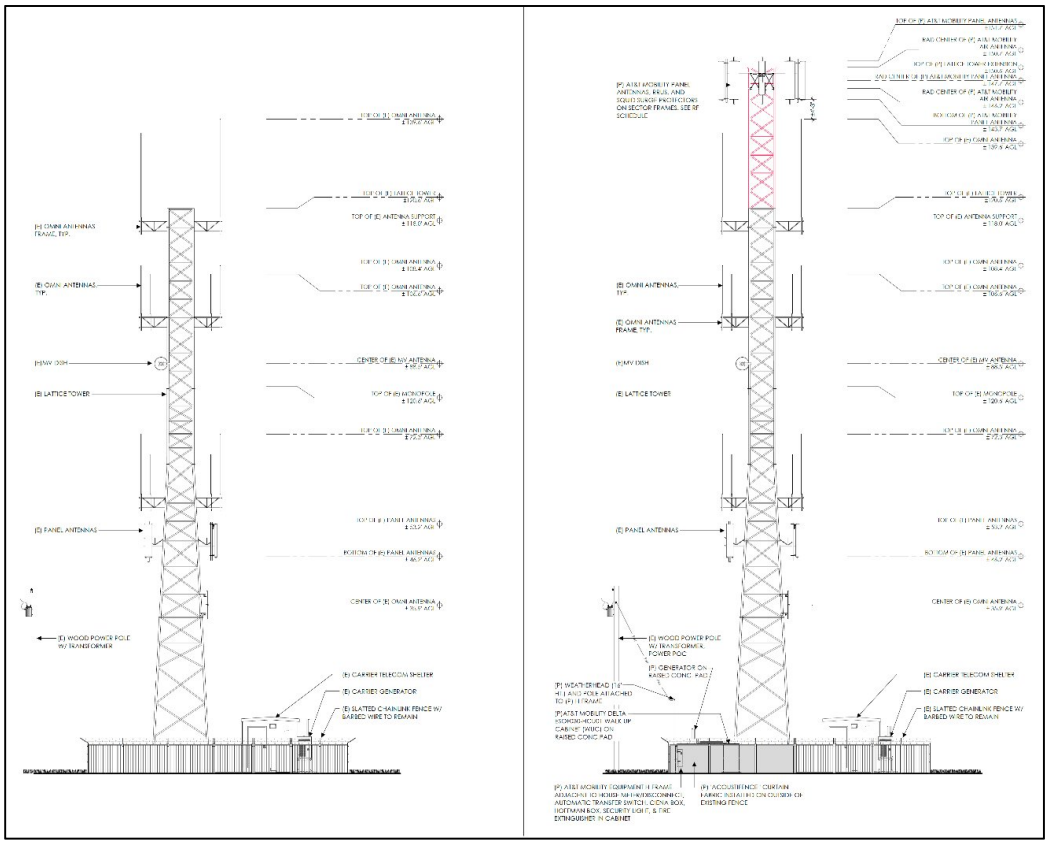


Figure 7 – Aerial Photo Showing Photo-Sim Viewpoints

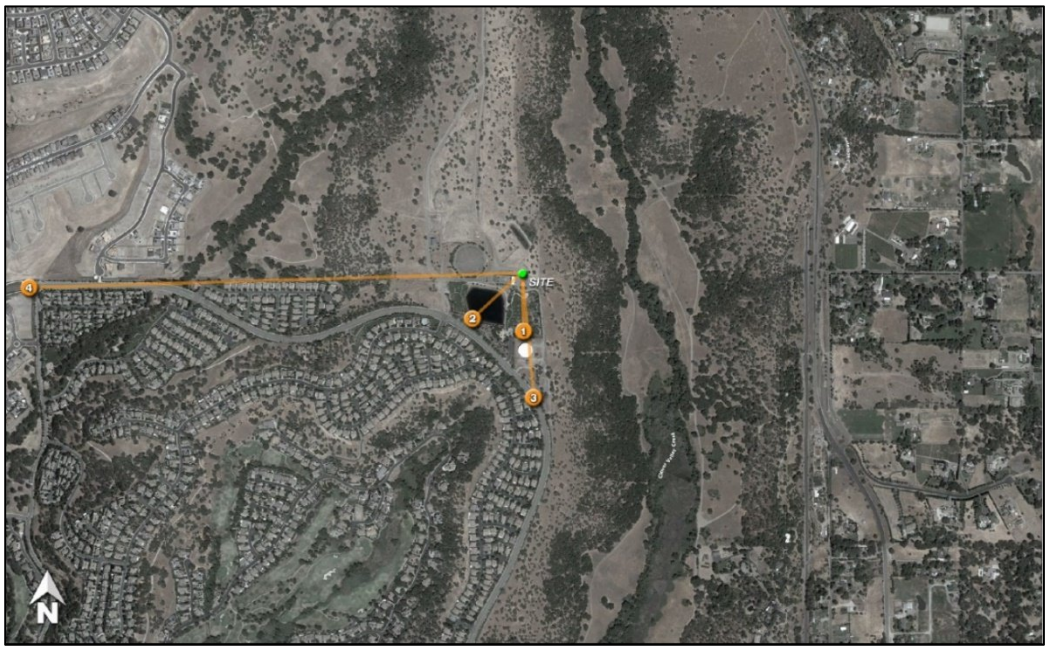


Figure 8 – Photo-Sim #1: North From Park



Figure 9 – Photo-Sim #2: Northeast Across Pond



Figure 10 – Photo-Sim #3: North From Park Drive



Figure 11 – Photo-Sim #4: East From Whitney Ranch Parkway



Use Permit / Compatibility With Adjoining Uses:
Operation of the tower will continue to occur 12 months a year, 7 days a week, 24 hours a day, consistent with the continuous schedule of normal telephone company operations. The facility is "unmanned" and will be visited on an "as needed" basis only. No more than two technicians will ever attend the facility, which is consistent with the current operations. No more than two service vehicles, being either a van or a four-wheel drive vehicle, will visit the facility. There will be no supplies or materials stored on the site.

Radio Frequency Exposure Analysis

The Telecommunications Act of 1996 specifically limits the authority of the City in regulating antennae and associated equipment to siting, construction, modification, and use, but specifically prohibits local governments from regulating them on the basis of health (i.e. exposure to radio frequency electromagnetic fields) if they meet the Federal Communications Commission's (FCC) standards. Section 704a of the Telecommunications Act of 1996 added a Section 332(c)(7)(B)(iv) that reads as follows:

> No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

The applicant provided a Radio Frequency analysis, prepared by Waterford Consultants (dated August 17, 2023), to evaluate cumulative exposure to radio frequency (RF) electromagnetic fields (EMF) for the proposed facility and the existing facility.

The study analyzed the proposed modification to add nine panel antennas (three per sector) with centerlines at approximately 145, 147, and 149 feet above ground level. The study states that power density decreases significantly with distance from this equipment. The panel-type antennas proposed at this site are highly directional by design and the height and orientation would serve to reduce the potential to exceed Maximum Permissible Exposure (MPE) limits at any location on the ground. For accessible areas at ground level, the maximum predicted power density level resulting from all AT&T Mobility operations is 1.241% of the FCC General Population limits. The study states that the cumulative power density level at this location from all antennas is 10.040% of the FCC General Population limits.
.
The report concludes that the proposed operation will not expose members of the General Public to hazardous levels of RF energy and will not increase cumulative MPE levels on walkable surfaces at ground or in adjacent structures beyond the established FCC General Population limits. Therefore, no significant impact on the general public is expected.

The report provides compliance requirements that generally consist of signage and barrier recommendations to limit occupational exposure for any workers on site. These have been included as conditions of approval.

Based on these factors, the project is anticipated to be compliant with all Federal, State, and local requirements with regard to radio frequency exposure.

Noise

As previously discussed, the project is proposing to install ground mounted equipment, including a pre-manufactured cabinet with a door mounted heat exchanger and a new emergency backup generator.

The applicant provided a Noise Assessment, prepared by Waterford Consultants (dated December 18, 2023), to evaluate noise impacts which would be generated by the proposed project.

The nearest adjacent parcels are located to the south on APN 374-150-029 and to the east on APN 032-010-041 (**Figure 12**). To the south is an existing public park, which is located approximately 148 feet south of the equipment enclosure and to the east is a currently vacant parcel located approximately 120 feet east of the equipment enclosure. It should be noted that this property to the east is presently entitled as part of the Clover Valley Lakes project, and could be developed with single-family homes at any time.

Figure 12 – Distances to Adjacent Properties



Pursuant to Table 2-1 of the Rocklin General Plan Noise Element, compliance with the following exterior noise level design standards for new projects is required.

General Plan Table 2-1 Exterior Noise Level Design Standards for New Projects Affected by or including Stationary Noise Sources		
Noise Level Descriptor	**Daytime (7 a.m. to 10 p.m.)**	**Nighttime (10 p.m. to 7 a.m.)**
Hourly Leq, dB	55 dBA	45 dBA

According to the report, the anticipated noise levels to the south (park) would be compliant with General Plan standards. To the east (future residential), the anticipated noise level of the a/c cabinet (37.7 dBA) meets nighttime noise levels of 45 dBA, and the combined anticipated sound levels of the a/c cabinet plus the generator of 51.77 dBA meets the maximum daytime noise levels of 55 dBA.

It should be noted that the usage of the generator would be for an emergency backup solution in the event of power failure. Under normal conditions, nighttime levels would not exceed a 45-decibel level, consistent with General Plan standards. In emergency situations that cause power failures in the area, such as storms, floods, fires, or earthquakes, the generator would activate to ensure the continued supply of power to AT&T's equipment to allow the uninterrupted provision of essential cell phone services, including 911 services, until normal power was restored.

Generator maintenance would occur on a weekly basis for a maximum of half an hour during daytime hours only. During this time, it is anticipated that the noise levels would reach 51.77 dBA, which is consistent with daytime requirements. The project has been conditioned that these maintenance periods must be accomplished during daytime hours (7 a.m. to 10 p.m.) and that the generator shall not be utilized outside of these hours, other than during a power outage.

Based on these factors, the project is anticipated to be consistent with the City's stationary noise source requirements.

Environmental Determination:
The project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines under Section 15301 – Existing Facilities and under Section 15303 – New Construction or Conversion of Small Structures. For a more in-depth discussion of the environmental evaluation and conclusion, please refer to the Notice of Exemption attached to the draft resolution approving said exemption.

Letters from Commenting Agencies:

This project was circulated to various City, County, State, and utility agencies for review and no issues of concern were identified. Comments from agencies have either been addressed through the project design or have been included as Conditions of Approval.

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A NOTICE OF EXEMPTION

(AT&T Wireless at Boulder Ridge / ENV2023-0010)

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

WHEREAS, a Conditional Use Permit (U2023-0005) and Design Review (DR2023-0011) allow for the modification of an existing cellular tower and associated equipment within the Planned Development Public Quasi-Public zoning district on Assessor's Parcel Number (APN) 032-010-009; and

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the AT&T Wireless at Boulder Ridge Project / DR2023-0011; U2023-0005; ENV2023-0010 ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Sections 15301 – Existing Facilities and 15303 – New Construction or Conversion of Small Structures; and

WHEREAS, a Notice of Exemption has been prepared for the Project; and

WHEREAS, the Planning Commission of the City of Rocklin recommended the Notice of Exemption for approval on February 6, 2024 with a vote of 5-0.

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, and for the reasons stated in the Notice of Exemption, attached hereto and incorporated by reference herein as Exhibit 1, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. The City Council approves the Notice of Exemption 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 21152(b) of the Public Resources Code and the State Environmental Impact Report Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 12th day of March, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT 1

NOTICE OF EXEMPTION

TO: County Clerk, County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

FROM: City of Rocklin
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

Project Title: AT&T Wireless at Boulder Ridge

Project Location - Specific: The project site is located at 3525 Park Drive. The Assessor's Parcel Number (APN) is 032-010-009. The approximately 11.5-acre site is currently developed with the PCWA treatment plant. The existing tower is located within an approximately 3,100 square-foot fenced area within the treatment plant parcel.

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

Description of Nature, Purpose and Beneficiaries of Project: This project allows for the modification of an existing approximately 120-foot lattice cell tower on the Placer County Water Agency (PCWA) property adjacent to Boulder Ridge Park. The project proposes to add 30 feet to the top of the tower, 12 new panel antennas (4 per sector) as well as additional ancillary equipment. The increased tower height is to achieve required separation between existing antennas and the proposed new antennas. All new ground mounted equipment would be within the existing approximately 3,100 square-foot fenced area at the base of the tower.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: The property owner is Placer County Water Agency (PCWA). The applicant is New Cingular Wireless PCS, LLC, C/O Epic Wireless LLC; Contact, Mark Lobaugh.

Exempt Status (Check one)

_x_ Categorical Exemption (California Code of Regulations Sec. 15300 et seq.): Section 15301 – Existing Facilities and Section 15303 – New Construction or Conversion of Small Structures**.**

Reasons why the project is exempt. This project consists of a request to modify existing telecommunications equipment by relocating the equipment and adding new equipment to an existing tower, as further 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. Class 3 exemptions consist of the construction and location of limited numbers of new, small facilities or structures, including accessory structures. The project as proposed is consistent with the exemption class descriptions noted above and is exempt pursuant to Classes 1 and 3 of the CEQA Guidelines, respectively. The project will result in emissions of radio frequency electromagnetic radiation (RF). The applicant provided an analysis, prepared by Waterford Consultants (8/17/23), of risk from such radiation. The conclusion of the study was that the proposed wireless communications tower and associated equipment would comply with the FCC's current prevailing standard for limiting human exposure to RF energy. The public exposure limit is based on a standard published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE). The Federal Communications

Commission (FCC) has adopted these exposure limits as standards and is the agency charged with their regulation and enforcement. The applicant has also provided a Noise Analysis, which shows that the project when operated under non-emergency conditions will be in compliance with City General Plan stationary noise source standards.

The project as proposed is consistent with the exemption class descriptions noted above and is exempt pursuant to Classes 1 and 3 of the CEQA Guidelines.

Contact Person: David Mohlenbrok, Community Development Department Director

Date received for Filing: _____

Signature:_____
David Mohlenbrok, Community Development Department Director

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A CONDITIONAL USE PERMIT

AT&T Wireless at Boulder Ridge / U2023-0005)

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

Section 1. The City Council of the City of Rocklin finds and determines that:

A. Conditional Use Permit (U2023-0005) approves the modification of an existing cellular tower and associated equipment to add approximately 30 feet to the tower for a total height of approximately 150 feet, 12 new panel antennas (4 per sector) as well as additional ancillary equipment within an existing approximately 3,100 fenced area at the base of the tower on Assessor's Parcel Number (APN) 032-010-009.

B. A Notice of Exemption for this project has been approved via Resolution No. 2024-___.

C. The establishment, maintenance, and operation of the cellular tower antennae and associated equipment and the increased height of the cellular tower antennae will not, under the circumstances of this particular case, be detrimental or injurious to the health, safety or general welfare of persons residing or working within the neighborhood of the proposed use, to property and improvements in the neighborhood, or to the general welfare of the City.

D. The establishment, operation, and maintenance of the cellular tower antennae and associated equipment is consistent with the goals, policies, and land use designations in the General Plan and with all zoning standards, regulations, and restrictions applicable to the property.

Section 2. The Conditional Use Permit AT&T Wireless at Boulder Ridge / U2023-0005 is hereby approved, as depicted and further described in Exhibit A of the concurrent Design Review entitlement AT&T Wireless at Boulder Ridge / DR2023-0011 approved by Resolution No. 2024-___ and included therein, and by this reference incorporated herein, subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify Exhibit A. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition prior to a final Building Permit Inspection, Issuance of a Certificate of Occupancy, or initiation of use as is applicable. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

B. Conditions

1. Approvals

   Prior to issuance of building permits, the applicant shall provide proof of all necessary approvals from the Federal Communications Commission (FCC) and the Public Utilities Commission (PUC). (PLANNING)

2. Signage/Barriers

   Prior to the issuance of building permits, the project shall demonstrate compliance with all signage and barrier recommendations which limit occupational exposure for any workers, consistent with the Radio Frequency Analysis, prepared by Waterford Consultants and dated August 17, 2023. (PLANNING)

3. Noise

   Testing/maintenance of the emergency backup generator shall only occur during daytime hours (7 a.m. to 10 p.m.). The only authorized use of the emergency backup generator outside of these normal daytime hours shall be during power failures, to the satisfaction of the Community Development Director.

4. Validity

   a. This entitlement shall expire three years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)

   b. This entitlement shall not be considered valid and approved unless and until the concurrent design review, DR2023-0011, has been approved. (PLANNING)

PASSED AND ADOPTED this 12th day of March, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

AT&T Wireless at Boulder Ridge

Refer to Exhibit A of the concurrent Design Review (DR2023-0011)

Available at the Community Development Department, Planning Division

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A DESIGN REVIEW

AT&T Wireless at Boulder Ridge / DR2023-0011)

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

Section 1. The City Council of the City of Rocklin finds and determines that:

A. The Design Review (DR2023-0011) approves the modification of an existing cellular tower and associated equipment to add approximately 30 feet to the tower for a total height of approximately 150 feet, 12 new panel antennas (4 per sector) as well as additional ancillary equipment within an existing approximately 3,100 fenced area at the base of the tower on Assessor's Parcel Number (APN) 032-010-009.

B. A Notice of Exemption for this project has approved via Resolution No. 2024-___.

C. The design of the modifications is compatible with the adjacent area, surrounding development, natural features, constraints, and traffic flow. The project would modify an existing approximately 120-foot-tall wireless tower on an 11.5-acre site. The site is currently utilized as a Placer County Water Agency (PCWA) treatment plant. The modification to the tower is anticipated to have a less than significant impact to surrounding uses, the majority of which are currently undeveloped.

D. The height, bulk, area, color scheme and materials of the cellular tower modifications are compatible with surrounding development. While the addition of approximately 30 feet to an existing 120-foot tower would increase the structure to a height which is uncommon in the area, it is not anticipated that this modification would create a significant aesthetic difference from neighboring properties, as compared to the height of the existing tower. The tower is located in the center of an 11.5-acre PCWA treatment plant and adjacent properties are currently undeveloped, open space, or parks.

E. Parking is consistent with requirements set forth in Section 17.66.020 of the Rocklin Municipal Code (RMC). While the RMC does not specify the required number of parking spaces for this type of facility, the only parking needs would be during maintenance operations. As the facility is located within the PCWA treatment plan, which has plenty of space to park maintenance vehicles, the project would have no impact on parking within the area.

F. The landscaping design is compatible with surrounding developments and has been designed with provisions for minimizing water usage and maintenance needs. No landscaping is proposed or necessary as part of this project.

G. The design of the site and buildings or structures is consistent with the goal and policies of the General Plan, as well as the Public Quasi-Public (PQP) and use designation, the Planned Development Public Quasi-Public (PD-PQP) zoning, and all other City regulations, standards, and restrictions.

Section 2. The Design Review for the AT&T at Boulder Ridge project (DR2023-0011) as depicted in Exhibit A attached hereto and by this reference incorporated herein, is hereby approved subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify Exhibit A. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition prior to a final Building Permit Inspection or Issuance of a Certificate of Occupancy as applicable. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Conditions

1. Utilities

a. All utilities, including but not limited to, telephone and electricity shall be provided to the project in compliance with all applicable standards and requirements of the applicable provider. (Applicable Utilities)

2. Fire

a. If batteries will be installed, include the number of batteries, type of batteries and threshold quantity as defined by Table 1207.1.1 of the California Fire Code within the scope of work. Battery installation is required to comply with CFC Section 1207. (Fire)

b. The facility's address shall be permanently affixed and visible from the street fronting the property. The address numbers shall contrast in color to the background and be internally or externally illuminated. The address numbers shall comply with 2022 CFC Section 505 and the Rocklin Fire Department Premises Identification Guidelines. (Fire)

c. A Knox box is required for the cellular compound. The Knox box shall be installed at no higher than 6 feet from finished grade and prior to final Fire inspection. (Fire)

3. Lighting

Any exterior lighting associated with the antenna facility shall be mounted such that it is screened and shall be not be illuminated unless authorized personnel are present on the site. (PLANNING)

4. Screening of Mechanical Equipment

All mechanical equipment shall be screened from view from all public rights of way, to the satisfaction of the Community Development Director. (PLANNING)

5. Maintenance

a. The property owner shall remove within 72 hours all graffiti placed on any fence, wall, existing building, paved area or structure on the property consistent with the provisions of Rocklin Municipal Code Section 9.32. Prior to removal of said graffiti, the property owner shall report the graffiti vandalism to the Rocklin Police Department. (PLANNING, POLICE)

b. The project, including but not limited to the antennae, enclosure, equipment, acoustical screening, and related improvements shall be maintained by the property owners, to the standard of similarly situated properties in equivalent use zones, to the satisfaction of the Community Development Director. (PLANNING)

6. Indemnification and Duty to Defend

As a condition for project approval, Owner or an agent of Owner acceptable to City shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify owner of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

7. Validity

a. This entitlement shall expire three years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)

b. This entitlement shall not be considered valid and approved unless and until the concurrent Conditional Use Permit, U2023-0005, has been approved. (PLANNING)

c. Approval of this entitlement does not relieve the developer of the need to obtain subsequent permits and approvals, such as but not limited to Federal Communication Commission Permits, Grading Permits, Improvement Plans, and Building Permits. (PLANNING)

PASSED AND ADOPTED this 12th day of March, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

AT&T Wireless at Boulder Ridge (DR2023-0011)

EXHIBIT A
DR2023-0011

Recommended for Approval by the Planning Commission
on February 6, 2024 *David Mohlenbrok*

SITE NUMBER: CVL03684

SITE NAME: CLOVER VALLEY

3525 PARK DRIVE
ROCKLIN, CA 95765
JURISDICTION: CITY OF ROCKLIN

SITE TYPE: LATTICE TOWER COLLOCATION

ORACLE PTN #1	3701A0HK16	PACE JOB #1	MRSFR050552
ORACLE PTN #2	3701A0SCH2	PACE JOB #2	MRSFR067212
ORACLE PTN #3	3701A0SCEJ	PACE JOB #3	MRSFR067245
ORACLE PTN #4	3701A0SCEY	PACE JOB #4	MRSFR067404
ORACLE PTN #5	3701A0SCD6	PACE JOB #5	MRSFR067362

PROJECT DESCRIPTION

NEW SITE BUILD UNMANNED TELECOMMUNICATIONS FACILITY.

1. INSTALL AT&T APPROVED EXTERIOR EQUIPMENT INSIDE AN EXISTING ±300 SF FENCED IN LEASE AREA
2. ADD NEW 30 KW DIESEL ABOVE-GROUND GENERATOR ON RAISED CONC. PAD
3. ADD (1) WUC EXTERIOR CABINET ON RAISED CONC. PAD
4. ADD 12 PANEL ANTENNAS (4 PER SECTOR) ON (E) ±120' AGL LATTICE TOWER
5. ADD (3) 'SQUID' SURGE PROTECTORS BEHIND ANTENNAS, (1) PER SECTOR
6. ADD (12) RRUs BEHIND ANTENNAS, (4) PER SECTOR
7. ADD (1) GPS ANTENNA ON NEW H-FRAME
8. ADD (1) PG&E APPROVED H-FRAME W/ METER/DISCONNECT, AUTOMATIC TRANSFER SWITCH, CIENA BOX, HOFFMAN BOX, SECURITY LIGHT, & FIRE EXTINGUISHER IN CABINET.
9. ADD DC50 BOX ON H-FRAME
10. ADD (2) STACKED FIBER MANAGEMENT BOXES ON ICE-BRIDGE POST
11. ADD WEATHERHEAD ON STL. POLE RISER
12. ADD ABOVE-GROUND ICE BRIDGE FROM MONOPOLE TO POWER PLANT CABINET.
13. ADD UNDERGROUND COAX FROM WIC TO (E) MONOPOLE
14. (P) 30' TOWER EXTENSION BY AT&T MOBILITY
15. ADD ACOUSTIFENCE CURTAIN FABRIC TO EXISTING FENCE AS SHOWN ON THE DRAWINGS. COLOR TBD

PROJECT INFORMATION

Property Information:

Site Name:	Clover Valley
Site Number:	CVL03684
Search Ring:	CVL03684/Clover Valley
FA#:	13059116
Site Address:	3525 Park Drive Rocklin, CA 95765 Placer County
A.P.N. Number:	032-010-009-000
Current Use:	Recreation
Proposed Use:	Telecom Collocation
Jurisdiction:	City Of Rocklin
Latitude:	N 38° 50' 21.97" (NAD83) 38.839436
Longitude:	W 121° 13' 48.60" (NAD83) -121.230167
Ground Elevation:	578.1' AMSL

Property Owner:
PLACER COUNTY WATER AGENCY
PO Box 6570
Auburn, CA 95604
Ken Hancock
Ph: (530) 823-4414
khandcock@cityofsacramento.org

Power Agency:
PG&E
1 Market Street, Spear Tower
San Francisco, Ca 94105
Ph: 1-800-743-5000

Telephone Agency:
AT&T
525 Market Street, Spear Tower
San Francisco, Ca 94105
Ph: 1-800-310-2355

Tower Owner:
Vertical Bridge

PROJECT TEAM

Applicant / Lessee:
AT&T Mobility
Northern California
5001 Executive Parkway

Construction Mgr.:
Epic Wireless Group LLC
contact: Andrew Medina
email: andrew.medina@epicwireless.net
ph: (530) 574-4773

Site Acquisition:
Epic Wireless Group LLC
contact: Mark Lobaugh
email: mark.lobaugh@epicwireless.net
ph: (916) 203-4067

Architect / Engineer:
Meridian Management LLC
contact: Rodney Barnes
email: rodney@meridian.management
ph: (707) 592-5924

RF Engineer:
contact: Wahid Reza
ph: (954) 913-3246
email: wr0880@att.com

Surveyor:
Geil Engineering
contact: Neil Rohde
email: nrohde@geilengineering.com
ph: (530) 305-8525

Civil Vendor:
Qualtek Wireless
contact: Robert Flynt
email: rflynt@qualtekwireless.net
ph: (916) 768-9699

SHEET INDEX

			REV
1	T-1	TITLE SHEET	
2	C-1	SITE SURVEY	
3	C-2	SITE SURVEY	
4	A-1	OVERALL SITE PLAN	
5	A-2	ENLARGED SITE PLAN	
6	A-3	LEASE AREA PLAN	
7	A-4	RF SCHEDULE, SECTOR FRAME, ANTENNA PLAN	
8	A-5	ELEVATIONS	
9	A-6	ELEVATIONS	
10	A-7	GENERATOR SPECIFICATIONS	
11	E-3	SINGLE LINE DIAGRAM, POWER PANEL SCHEDULE, ELECTRICAL DETAILS	

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1) 2022 CALIFORNIA ADMINISTRATIVE CODE, CHAPTER 10, PART 1, TITLE 24 CODE OF REGULATIONS
2) 2022 CALIFORNIA BUILDING CODE (CBC) WITH CALIFORNIA AMENDMENTS, BASED ON THE 2015 IBC (PART 2, VOL 1-2)
3) 2022 CALIFORNIA RESIDENTIAL CODE (CRC) WITH APPENDIX H, PATIO COVERS, BASED ON THE 2015 IRC (PART 2.5)
4) 2022 CALIFORNIA GREEN BUILDINGS STANDARDS CODE (CALGREEN) (PART 11) (AFFECTED ENERGY PROVISIONS ONLY)
5) 2022 CALIFORNIA FIRE CODE (CFC), BASED ON THE 2015 IFC, WITH CALIFORNIA AMENDMENTS (PART 9)
6) 2022 CALIFORNIA MECHANICAL CODE (CMC), BASED ON THE 2015 UMC (PART 4)
7) 2022 CALIFORNIA PLUMBING CODE (CPC), BASED ON THE 2015 UPC (PART 5)
8) 2022 CALIFORNIA ELECTRICAL CODE (CEC) WITH CALIFORNIA AMENDMENTS, BASED ON THE 2017 NEC (PART 3)
9) 2022 CALIFORNIA ENERGY CODE (CEC)
10) ANSI / EIA-TIA-222-G
11) 2022 NFPA 101, LIFE SAFETY CODE
12) 2022 NFPA 72, NATIONAL FIRE ALARM CODE
13) 2022 NFPA 13, FIRE SPRINKLER CODE

OCCUPANCY AND CONSTRUCTION TYPE

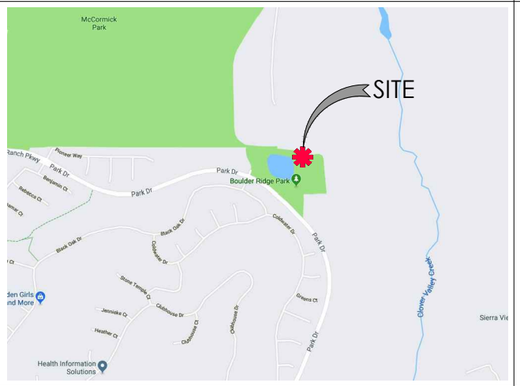
OCCUPANCY : U (UNMANNED)

CONSTRUCTION TYPE: V-B

DISABLED ACCESS REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, ACCESSIBILITY ACCESS IS NOT REQUIRED, IN ACCORDANCE WITH CALIFORNIA BUILDING CODE, CODE OF REGULATIONS, TITLE 24, PART 2, VOLUME 1, CHAPTER 11B, DIVISION 2, SECTION 11B-203.5

VICINITY MAP



SPECIAL INSPECTIONS

DIRECTIONS FROM AT&T

1. Get On I-680 N From Executive Pkwy, Camino Ramon And Crow Canyon Rd
2. Head Southwest
3. Turn Right
4. Turn Left Toward Executive Pkwy
5. Turn Right Toward Executive Pkwy
6. Turn Right Onto Executive Pkwy
7. Turn Left Onto Camino Ramon
8. Use The Left 2 Lanes To Turn Left Onto Crow Canyon Rd
9. Use The Right 2 Lanes To Merge Onto I-680 N Via The Ramp To Sacramento
10. Follow I-680 N And I-80 E To Stanford Ranch Rd In Roseville. Take Exit 307 From CA-65 N
11. Merge Onto I-680 N
12. Keep Left At The Fork To Stay On I-680 N
13. Keep Left At The Fork To Continue On I-680
14. Keep Right At The Fork To Stay On I-680
15. Use The Right 2 Lanes To Take Exit 71A Toward I-80 E/Sacramento
16. Merge Onto I-80 E
17. Use The Right 2 Lanes To Take Exit 1A For I-80 Toward Reno
18. Continue Onto I-80 E
19. Keep Left At The Fork To Stay On I-80 E
20. Use The Right 2 Lanes To Take Exit 106 For CA-65 Toward Lincoln/Marysville
21. Continue Onto CA-65 N
22. Take Exit 307 For Standford Ranch Rd
23. Keep Right At The Fork, Follow Signs For Stanford Ranch Rd And Merge Onto Stanford Ranch Rd
24. Follow Stanford Ranch Rd And Park Dr To Your Destination In Rocklin
25. Merge Onto Stanford Ranch Rd
26. Turn Right Onto Park Dr
27. Turn Right And Go Into Boulder Ridge Park. Site Is At The Back Of The Park

APPROVALS

APPROVED BY:	INITIALS:	DATE:
AT&T:		
VENDOR:		
R.F.:		
LEASING / LANDLORD:		
ZONING:		
CONSTRUCTION:		
POWER / TELCO:		
PG&E:		

SITE IMAGE



GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED TO BE FULL SIZE AT 24" x 36". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOBSITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME.

CONTACT 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

AT&T Site ID:
CVL03684
CLOVER VALLEY
3525 PARK DRIVE
ROCKLIN, CA 95765

Vendor:
EPIC WIRELESS GROUP LLC
Connecting a Wireless World
Epic Wireless Group LLC
605 Coolidge Drive, Suite 100
Folsom, CA 95630

Prepared For:
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5001 Executive Parkway
San Ramon, California 94583

Architect:
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AT&T SITE NO:	CVL03684
FA#:	13059116
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2	08/15/23	90% ZONING DWGS
1	07/21/23	90% ZONING DWGS

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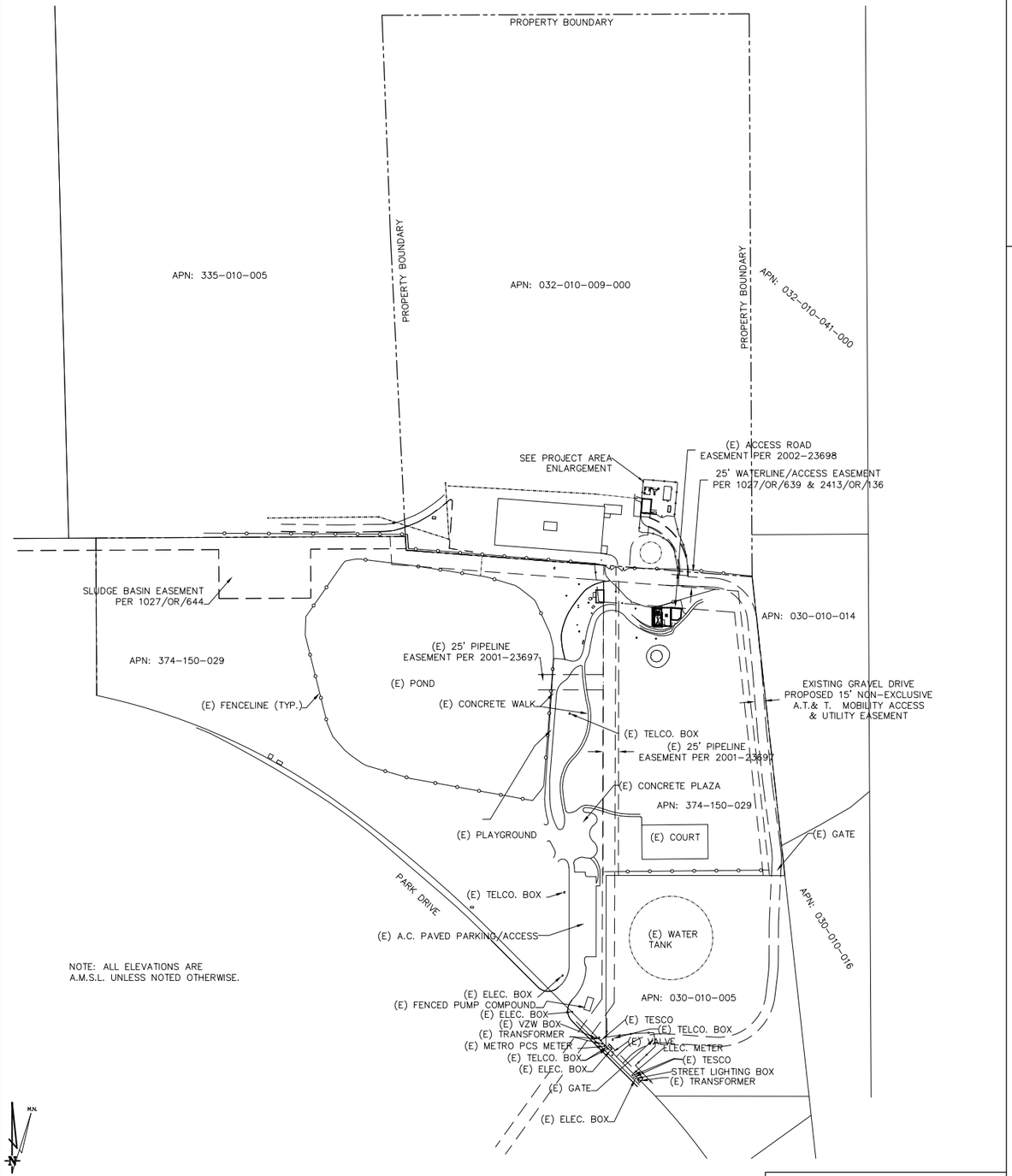
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SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

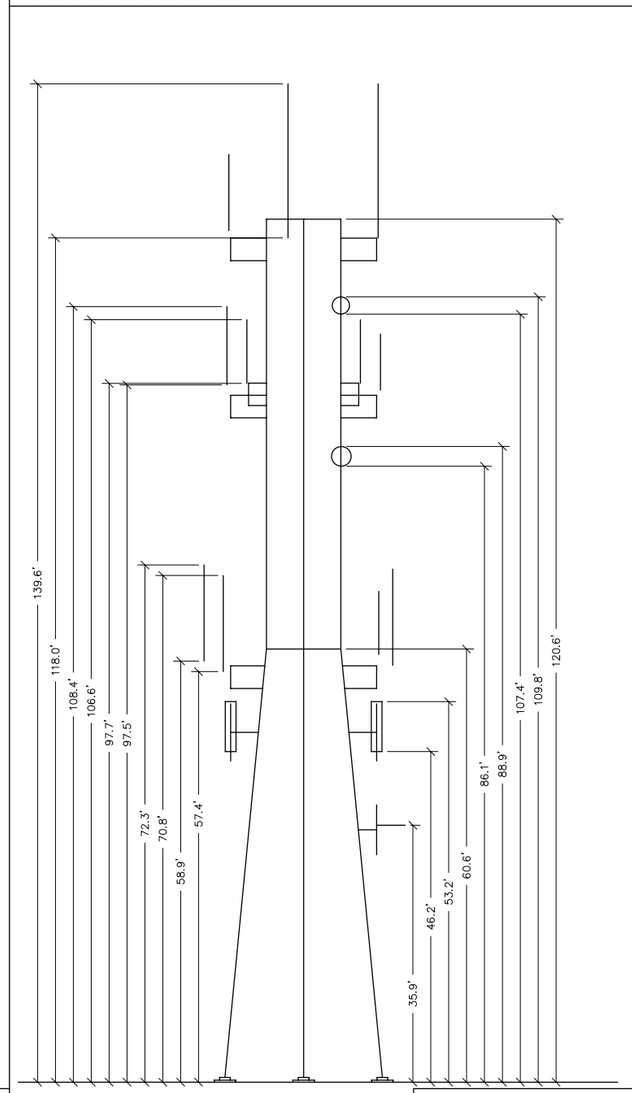
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BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.



SCALE 1" = 100'

OVERALL SITE PLAN



TOWER DIAGRAM

Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603-5015
Phone: (530) 885-0426 * Fax: (530) 823-1309

A.T.& T. Mobility

Project No./Name: CVL03684 / CLOVER VALLEY

Project Site Location: 3525 Park Drive
Rocklin, CA 95765
Placer County

Date of Observation: 06-08-23

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

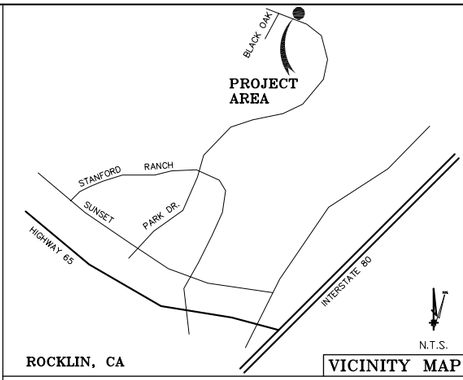
Type of Antenna Mount: Existing Lattice Tower

Coordinates (Tower) (NAD83)
Latitude: N 38° 50' 21.97" N 38.839436°
Longitude: W 121° 13' 48.60" W 121.230167°

ELEVATION of Ground at Structure (NAVD88)	578.1' AMSL
STRUCTURE HEIGHT: (Top of Tower)	120.6' AGL
OVERALL HEIGHT: (Top of Omni)	139.6' AGL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1-A Standards as defined in the FAA ASAC Information Sheet 91:003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil California RCE 14803



ROCKLIN, CA

VICINITY MAP

DATE OF SURVEY: 06-08-23

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, R.C.E. 14803

LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.46' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: N/A

CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.

ASSESSOR'S PARCEL NUMBER: 032-010-009-000

OWNER(S): PCWA
PO BOX 6570
AUBURN, CA 95604

LEASE AREA DESCRIPTION

All that certain lease area being a portion of that certain parcel labeled "PCWA 1030/OR/301" as is shown on that certain Record of Survey filed for record at Book 23 of Surveys at Page 28, Official Records of Placer County, California, and being a portion of Section 31, Township 12 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 as is shown on that certain Map Recorded at Book "V" of Maps at Page 29, Official Records of Placer County and being labeled "N 44°59'06" W 337.09'", from which a similar monument along said centerline bears South 44°59'06" East 337.09 feet; thence from said point of commencement North 20°18'37" East 769.59 feet to the true point of beginning; thence North 04°56'57" East 23.00 feet; thence South 85°03'03" East 15.00 feet; thence South 04°56'57" West 23.00 feet; thence North 85°03'03" West 15.00 feet to the true point of beginning.

Together with a non-exclusive easement for utility purposes six feet in width from the above described lease area and running thence Northeasterly to the existing lattice tower; thence up, over, and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.

Also together with a non-excusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning at a point which bears South 04°56'57" West 3.00 feet from the Northwest corner of the above described lease area and running thence North 70°48'59" West 11 feet more or less to the existing utility pole.

Also together with a non-excusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning at a point which bears North 04°56'57" East 3.00 feet from the Southeast corner of the above described lease area and running thence South 85°03'03" East 10 feet more or less to the existing telephone facilities.

Also together with a non-exclusive easement for access and utility purposes fifteen feet in width the centerline of which is described as follows: beginning at the midpoint on the South boundary of the above described lease area and running South 04°56'57" West 4.96 feet; thence through a tangent curve to the left having a central radius of 10.00 feet and running through an arc distance of 13.00 feet to a point of reverse curvature; thence tangent to the last curve through a curve to the right having a central radius of 86.02 feet and running through an arc distance of 108.92 feet; thence tangent to the last curve South 03°02'03" West 10.84 feet; thence South 86°57'57" East 50.12 feet; thence through a tangent curve to the right having a central radius of 60.42 feet and running through an arc distance of 95.54 feet; thence tangent to the last curve South 05°32'05" East 84.49 feet; thence South 04°32'21" East 100.26 feet; thence South 06°05'27" East 83.20 feet; thence South 07°30'39" East 108.58 feet; thence through a tangent curve to the right having a central radius of 120.00 feet and running through an arc distance of 21.51 feet; thence tangent to the last curve South 02°45'28" West 97.60 feet; thence South 00°13'33" West 64.26 feet; thence through a tangent curve to the right having a central radius of 200.00 feet and running through an arc distance of 22.82 feet; thence tangent to the last curve South 06°45'49" West 34.22 feet; thence through a tangent curve to the right having a central radius of 85.00 feet and running through an arc distance of 129.18 feet; thence tangent to the last curve North 86°09'33" West 82.02 feet; thence through a tangent curve to the left having a central radius of 80.00 feet and running through an arc distance of 58.08 feet; thence tangent to the last curve South 52°14'45" West 7.07 feet; thence South 45°01'22" West 20.3 feet more or less to the public right of way more commonly known as Park Drive.

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\VLN		
OPS		
EE\OUT		

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

at&t MOBILITY

CVL03684
CLOVER VALLEY
3525 PARK DRIVE
ROCKLIN, CA 95765
PLOT PLAN AND
SITE TOPOGRAPHY

REVISIONS		REV	REV	REV	REV	REV	REV
REV	06-09-23 N. ROHDE	DRAWING SUBMITTAL					
REV							
REV							
REV							
REV							
REV							

Sheet
C-1

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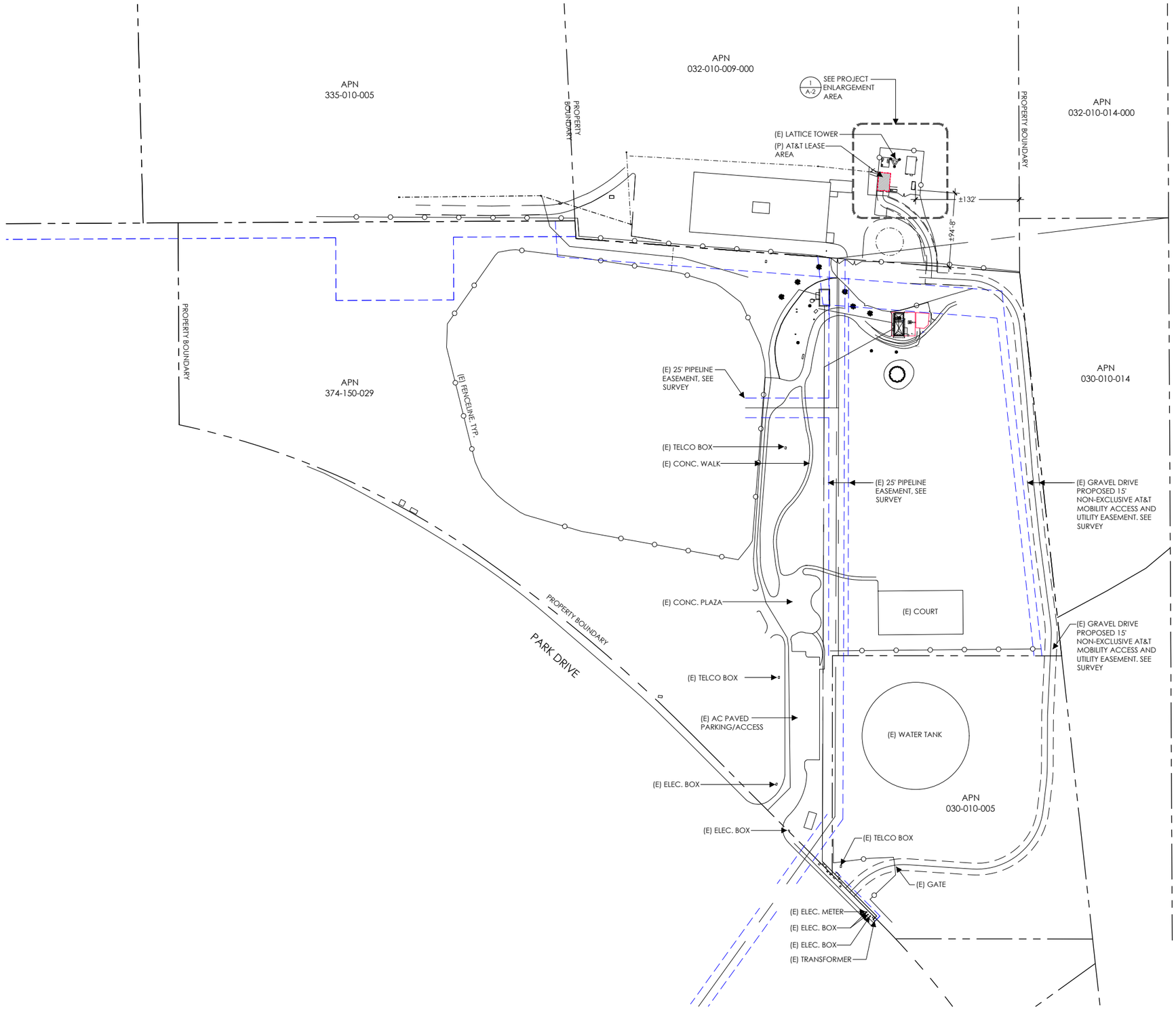
CVL03684 CLOVER VALLEY
3525 PARK DRIVE
ROCKLIN, CA 95765

PLOT PLAN AND
SITE TOPOGRAPHY

Sheet
C-2

PROJECT AREA ENLARGEMENT

SCALE 1" = 10'
0 5 10 20 30



OVERALL SITE PLAN

60' 30' 0 30' 60'

SCALE 1" = 60'

1

AT&T Site ID:
CVL03684
CLOVER VALLEY
3525 PARK DRIVE
ROCKLIN, CA 95765

Vendor:
EPIC WIRELESS GROUP LLC
Connecting a Wireless World
Epic Wireless Group LLC
605 Coolidge Drive, Suite 100
Folsom, CA 95630

Prepared For:
AT&T
5001 Executive Parkway
San Ramon, California 94583

Architect:
Meridian Management LLC
785 Oak Grove Road E2
Suite 251
Concord, CA 94518
T 707.592.5924
www.meridian.management

AT&T SITE NO:	CVL03684
FA#:	13059116
DRAWN BY:	JG
CHECKED BY:	RB

REV	DATE	DESCRIPTION
5	12/01/23	100% ZONING DWGS
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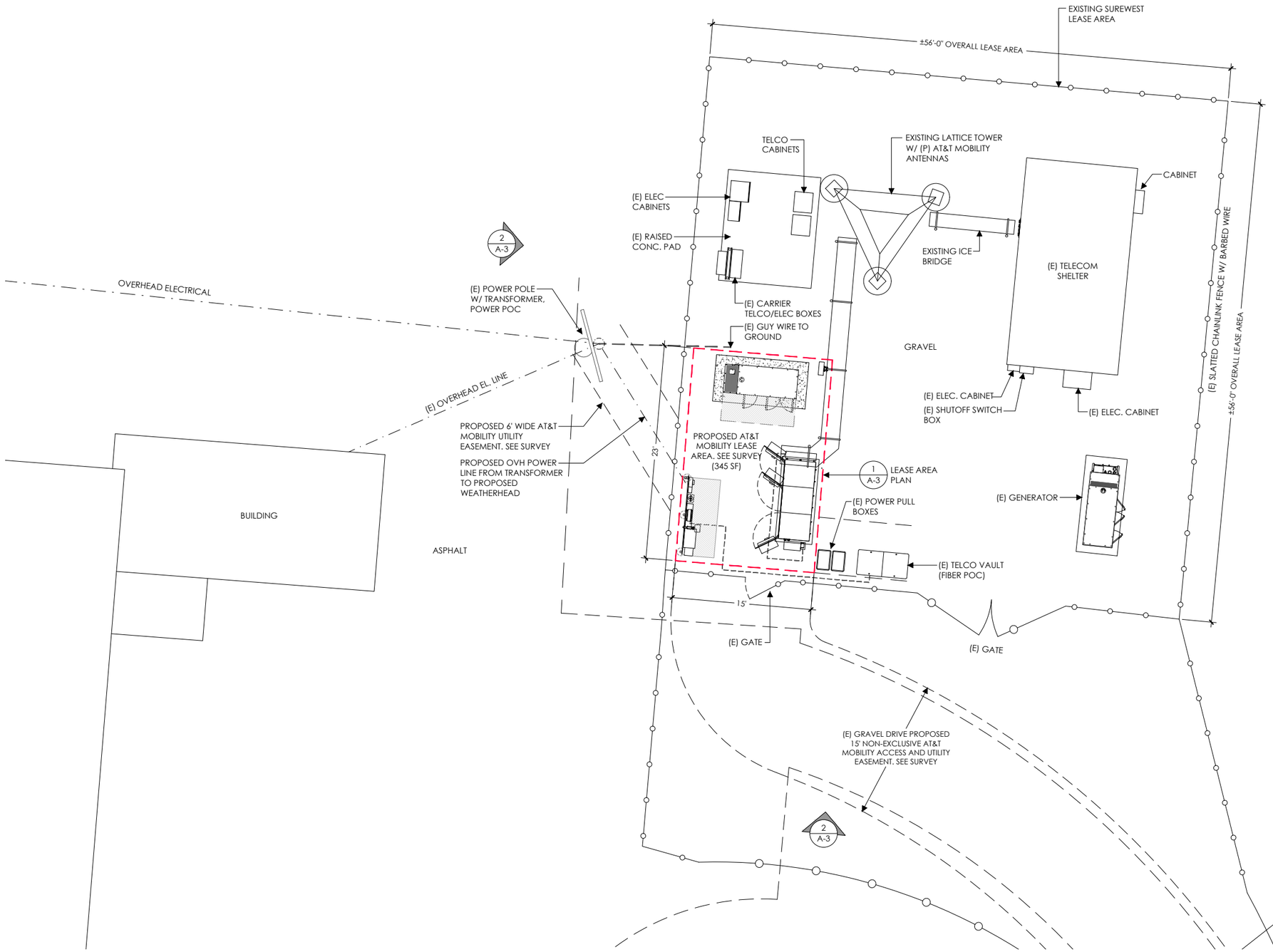
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OVERALL SITE PLAN

SHEET NUMBER:
A-1



OVERALL COMPOUND AREA PLAN

0 2' 4' 8' 12'

SCALE 3/16" = 1'-0"

1

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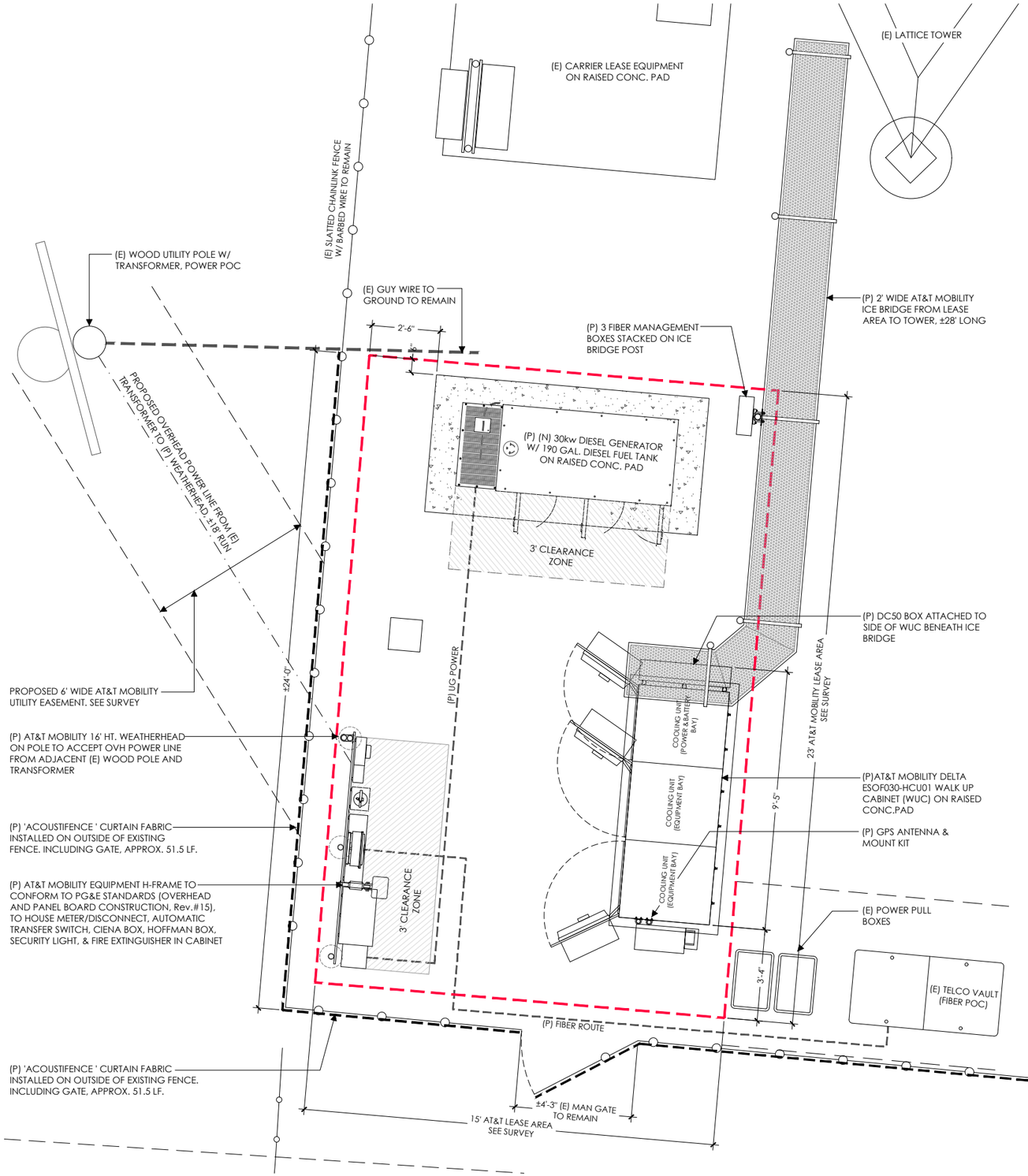
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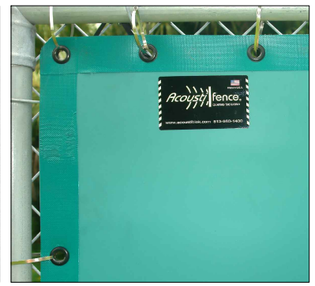
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SHEET TITLE:
LEASE AREA PLAN
RF SCHEDULE
ANTENNA PLAN

SHEET NUMBER:
A-2







ACOUSTIFENCE CURTAIN

NORTH

LEASE AREA PLAN

2' 1' 0 1' 2'

SCALE 1/2" = 1'-0"

1

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SHEET TITLE:
LEASE AREA PLAN

SHEET NUMBER:
A-3

RF SCHEDULE

SECTOR		ANTENNA MODEL NO.	AZIMUTH	RAD CENTER	RRH NO.	TMA	FIBER LENGTH	COAX LEN.	COAX DIA.	NO.
ALPHA	A1	COMMSCOPE NNH4-65C-R6-HG	100°	± 147.0'	(1) 4449 B5/B12, (1) 8843 B2/B66A	-		-	-	2
	A2	AIR6419 B77G (STACKED) + ERICSSON AIR6449 B77D	100°	± 149.3' ±144.7'	-	-		-	-	1
	A3	COMMSCOPE NNH4-65C-R6-HG	100°	± 147.0'	(1) 4478 B14, (1) 4415 B25	-		-	-	1
		SQUID SURGE SUPPRESSOR			DC9-48-60-24-8C-EV					2
BETA	B1	COMMSCOPE NNH4-65C-R6-HG	300°	± 147.0'	(1) 4449 B5/B12, (1) 8843 B2/B66A	-		-	-	2
	B2	AIR6419 B77G (STACKED) + ERICSSON AIR6449 B77D	300°	± 149.3' ±144.7'	-	-		-	-	1
	B3	COMMSCOPE NNH4-65C-R6-HG	300°	± 147.0'	(1) 4478 B14, (1) 4415 B25	-		-	-	1
		SQUID SURGE SUPPRESSOR			DC9-48-60-24-8C-EV					2
GAMMA	C1	COMMSCOPE NNH4-65C-R6-HG	200°	± 147.0'	(1) 4449 B5/B12, (1) 8843 B2/B66A	-		-	-	2
	C2	AIR6419 B77G (STACKED) + ERICSSON AIR6449 B77D	200°	± 149.3' ±144.7'	-	-		-	-	1
	C3	COMMSCOPE NNH4-65C-R6-HG	200°	± 147.0'	(1) 4478 B14, (1) 4415 B25	-		-	-	1
		SQUID SURGE SUPPRESSOR			DC9-48-60-24-8C-EV					2

RF DATA SHEET V1.00 CVL03684 DATED 05/23/23
ANTENNA POSITIONS ARE LEFT TO RIGHT FROM FRONT OF ANTENNA

EQUIPMENT IS PRELIMINARY AND SUBJECT TO CHANGE

RF SCHEDULE | 1

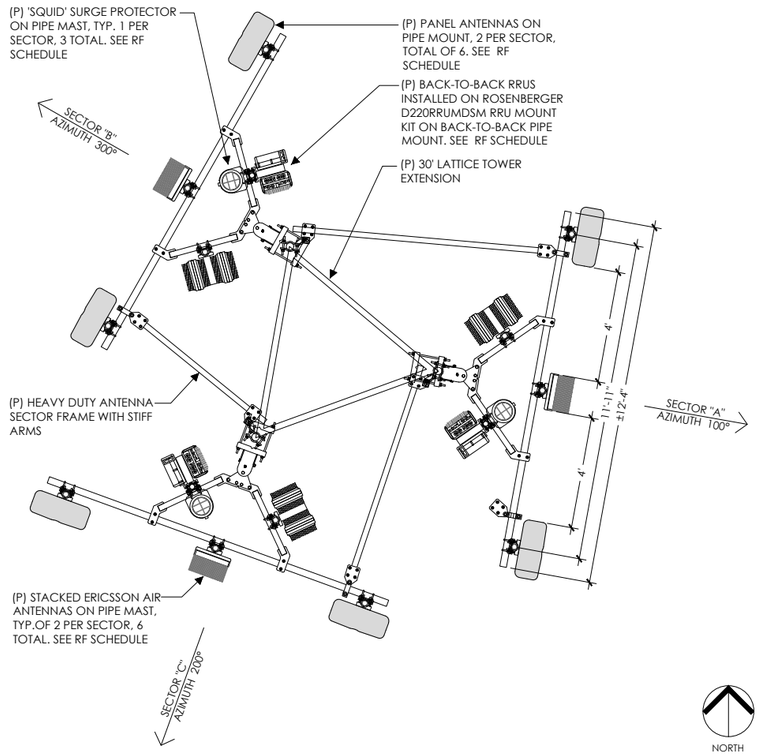
NOT USED | 2



MODEL: VFA12-WLL-30120 HEAVY DUTY ANTENNA SECTOR FRAME W/ TIE-BACK

ONLY 3 PIPE MASTS PER SECTOR REQUIRED

HEAVY DUTY SECTOR FRAME | SCALE: NOT TO SCALE | 3



ANTENNA PLAN | SCALE: NOT TO SCALE | 4

AT&T Site ID:
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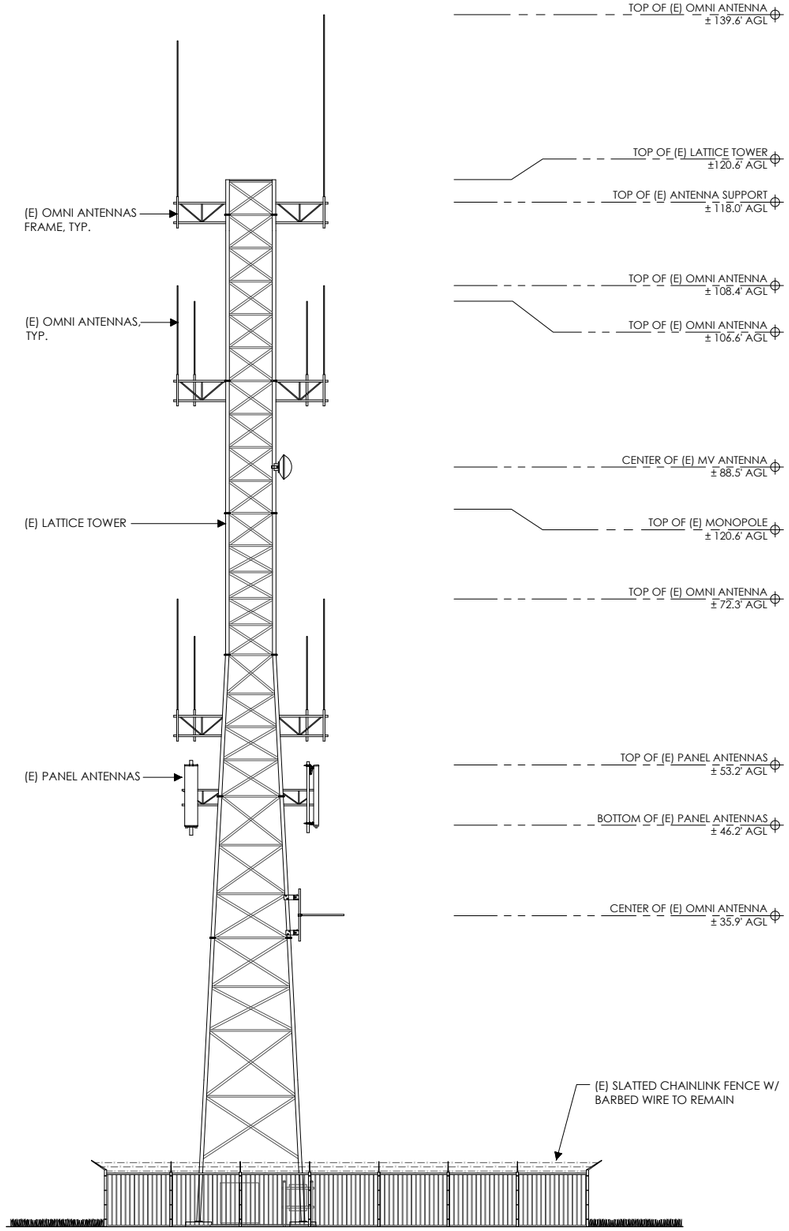
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100% ZONING DWGS

SHEET TITLE:
RF SCHEDULE
SECTOR FRAME
ANTENNA PLAN

SHEET NUMBER:
A-4

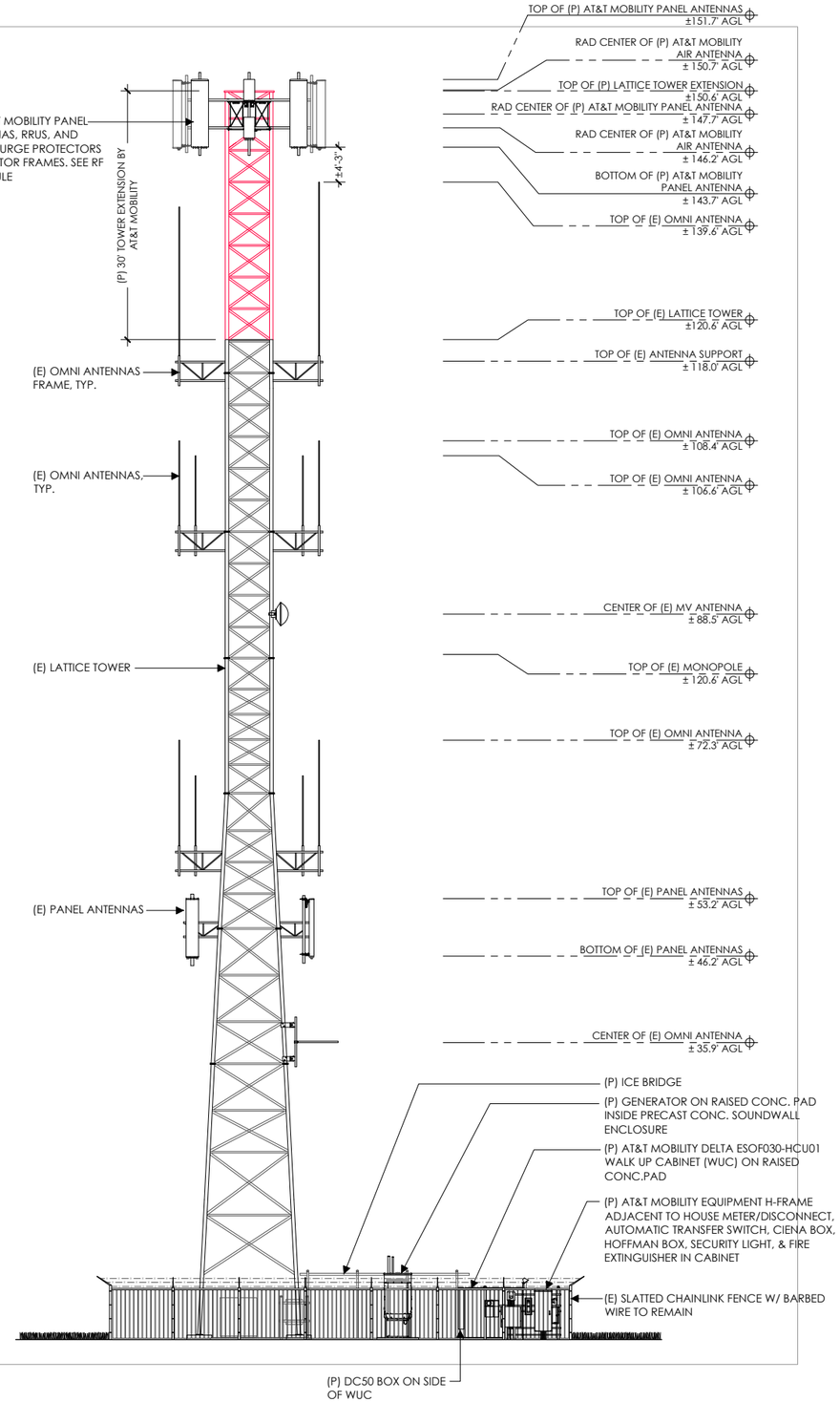


WEST ELEVATION - EXISTING

8' 4' 0 4' 8'

SCALE 1/8" = 1'-0"

1



WEST ELEVATION - PROPOSED

8' 4' 0 4' 8'

SCALE 1/8" = 1'-0"

2

AT&T Site ID:
CVL03684
CLOVER VALLEY
3525 PARK DRIVE
ROCKLIN, CA 95765

Vendor:
EPIC WIRELESS GROUP LLC
Connecting a Wireless World
Epic Wireless Group LLC
605 Coolidge Drive, Suite 100
Folsom, CA 95630

Prepared For:
AT&T
5001 Executive Parkway
San Ramon, California 94583

Architect:
Meridian Management LLC
785 Oak Grove Road E2
Suite 251
Concord, CA 94518
T 707.592.5924
www.meridian.management

AT&T SITE NO:	CVL03684
FA#:	13059116
DRAWN BY:	JG
CHECKED BY:	RB

REV	DATE	DESCRIPTION
5	12/01/23	100% ZONING DWGS
4	11/14/23	100% ZONING DWGS
3	08/29/23	100% ZONING DWGS
2	08/15/23	90% ZONING DWGS
1	07/21/23	90% ZONING DWGS

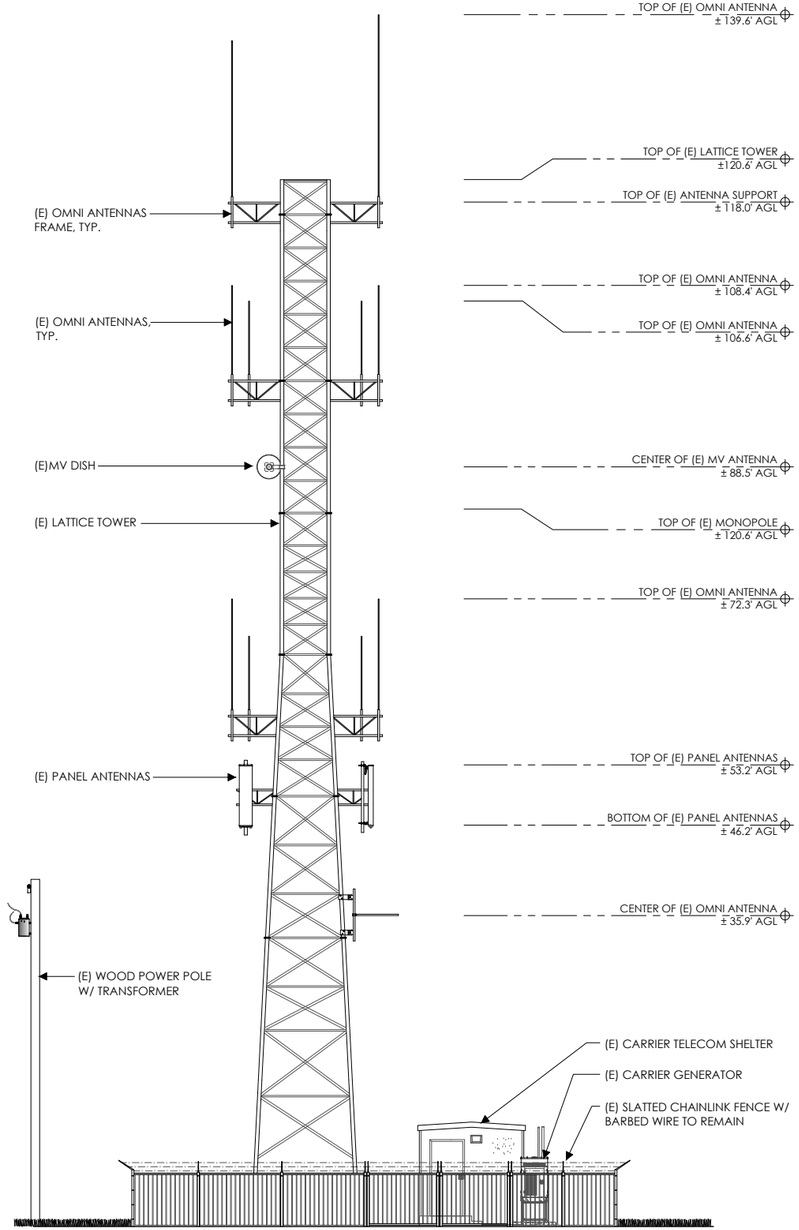
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SHEET TITLE:
ELEVATIONS

SHEET NUMBER:
A-5

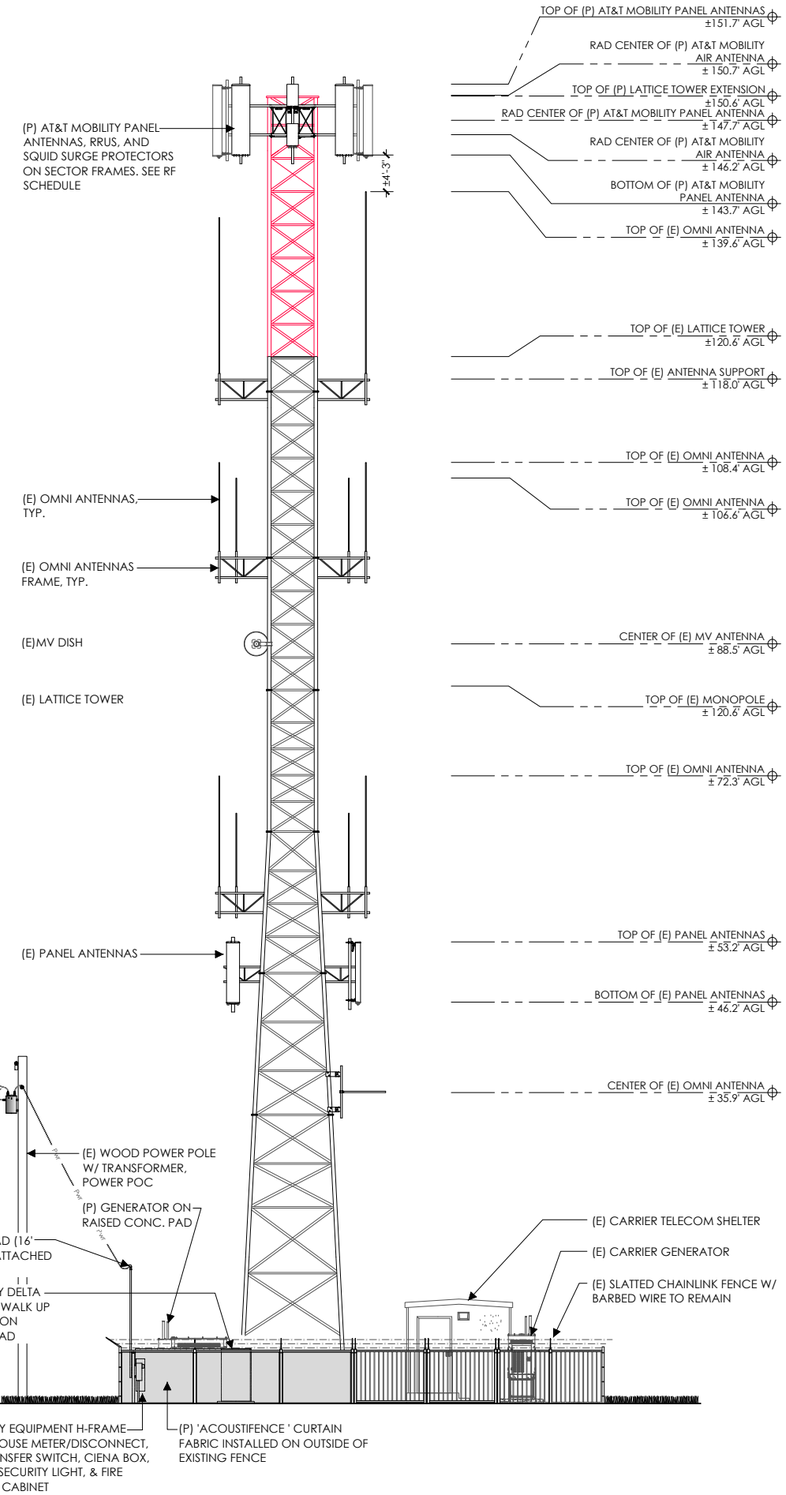


SOUTH ELEVATION - EXISTING

8' 4' 0 4' 8'

SCALE 1/8" = 1'-0"

1



SOUTH ELEVATION - PROPOSED

8' 4' 0 4' 8'

SCALE 1/8" = 1'-0"

2

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Issued For:
12/01/23
100% ZONING DWGS

SHEET TITLE:
ELEVATIONS

SHEET NUMBER:
A-6

SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

Standby Power Rating
30 kW, 38 kVA, 60 Hz

Prime Power Rating*
27 kW, 34 kVA, 60 Hz



Image used for illustration purposes only.

*EPA Certified Prime ratings are not available in the US or its Territories.

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

- UL2200, UL508, UL489, UL142
- CSA C22.2
- BS5514 and DIN 6271
- SAE J1349
- NFPA 37, 70, 99, 110
- NEC700, 701, 702, 708
- ISO 3046, 7637, 8528, 9001
- NEMA ICS10, MG1, 250, ICS6, AB1
- ANSI C62.41

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SPEC SHEET 1 of 6

SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

STANDARD FEATURES

ENGINE SYSTEM
- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Silencer (Enclosed Unit Only)
- Engine Coolant Heater

Fuel System
- Fuel Lockoff Solenoid
- Primary Fuel Filter

Cooling System
- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze

Electrical System
- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

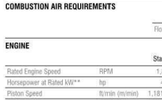
ALTERNATOR SYSTEM
- UL2200 GENprotect™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Brushless Excitation
- Sealed Bearing
- Rotor Dynamically Spin Balanced
- Amortisseur Winding (3-Phase Only)
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET
- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Unit Only)

ENCLOSURE (If Selected)
- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuation Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ – Textured Polyester Powder Coat Paint

FUEL TANKS (If Selected)
- UL 142/ULC S601
- Double Wall
- Normal and Emergency Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- RhinoCoat™ – Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Digital H Control Panel- Dual 4x20 Display

Program Functions
- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- All Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® Protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2 msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

Full System Status Display
- Power Output (kW)
- Power Factor
- kW Hours, Total, and Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Overspeed
- Battery Voltage
- Alarms and Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms and Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

SPEC SHEET 2 of 6

SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

CONFIGURABLE OPTIONS

ENGINE SYSTEM
- Oil Heater
- Critical Silencer (Open Set Only)
- Radiator Stone Guard
- Level 1 Fan and Belt Guards (Open Set Only)

FUEL SYSTEM
- NPT Flexible Fuel Line

ELECTRICAL SYSTEM
- 10A UL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM
- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating
- Permanent Magnet Excitation

GENERATOR SET
- Extended Factory Testing
- 8 Position Load Center
- Pad Vibration Isolation

CIRCUIT BREAKER OPTIONS
- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

ENCLOSURE
- Weather Protected Enclosure
- Level 1 Sound Attenuation
- Level 2 Sound Attenuation
- Level 2 Sound Attenuation with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Door Alarm Switch
- Enclosure Heater
- Damper Alarm Contacts

WARRANTY (Standby Gensets Only)
- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

CONTROL SYSTEM
- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Oil Temperature Indication and Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- 100 dB Alarm Horn
- Ground Fault Annunciation
- 120V GFCI and 240V Outlets
- Remote Communication - Modem
- 10A Engine Run Relay

FUEL TANKS (Size On Last Page)
- 8 in (203.2 mm) Fill Extension
- 13 in (330.2 mm) Fill Extension
- 19 in (482.6 mm) Fill Extension
- Overfill Protection Valve
- 5 Gallon Spill Box Return Hose
- 5 Gallon Spill Box
- Tank Risers
- Fuel Level Switch and Alarm
- 12' Vent System
- Fire Rated Stainless Steel Fuel Hose

ENGINEERED OPTIONS

ENGINE SYSTEM
- Coolant Heater Isolation Ball Valves
- Fluid Containment Pan

CONTROL SYSTEM
- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

ALTERNATOR SYSTEM
- 3rd Breaker System

GENERATOR SET
- Special Testing

FUEL TANKS
- UL2085 Tank
- Stainless Steel Tanks
- Special Fuel Tanks
- Vent Extensions

SPEC SHEET 3 of 6

SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Perkins
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	4
Type	In-Line
Displacement - in³ (L)	135 (2.22)
Bore - in (mm)	3.3 (84)
Stroke - in (mm)	3.9 (100)
Compression Ratio	23.3:1
Intake Air Method	Turbocharged
Cylinder Head	Cast Iron
Piston Type	Aluminum
Crankshaft Type	Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.5%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full-Flow
Crankcase Capacity - qt (L)	11.2 (10.6)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Type	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed - RPM	1,980
Fan Diameter - in (mm)	18 (457)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel #2
Fuel Specifications	ASTM
Fuel Filtering (Microns)	5
Fuel Inject Pump	Distribution Injection Pump
Fuel Pump Type	Engine Driven Gear
Injector Type	Mechanical
Fuel Supply Line - in (mm)	0.31 (7.9) ID
Fuel Return Line - in (mm)	0.2 (4.8) ID

Engine Electrical System

System Voltage	12 VDC
Battery Charger Alternator	Standard
Battery Size	See Buttery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	K0035124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3-Phase)
Telephone Interference Factor (TIF)	< 50
Standard Excitation	Brushless
Bearings	Single Sealed
Coupling	Direct via Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SPEC SHEET 4 of 6

SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

OPERATING DATA

POWER RATINGS

		Standby
Single-Phase 120/240 VAC @1.0pf	30 kW	Amps: 125
Three-Phase 120/208 VAC @0.8pf	30 kW	Amps: 104
Three-Phase 120/240 VAC @0.8pf	30 kW	Amps: 90
Three-Phase 277/480 VAC @0.8pf	30 kW	Amps: 45
Three-Phase 346/600 VAC @0.8pf	30 kW	Amps: 36

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip

277/480 VAC	30%	208/240 VAC	30%
K0035124Y21	61	K0035124Y21	46
K0040124Y21	76	K0040124Y21	58
K0050124Y21	98	K0050124Y21	75

FUEL CONSUMPTION RATES*

Fuel Pump Lift- ft (m): 3 (1)

Total Fuel Pump Flow (Combustion + Return) - gph (Lph): 16.6 (63)

Diesel - gph (Lph)

Percent Load	Standby
25%	1.0 (3.7)
50%	1.4 (5.2)
75%	2.0 (7.5)
100%	2.8 (10.5)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Coolant Flow	gpm (Lpm)	14.9 (56.2)
Coolant System Capacity	gal (L)	2.5 (9.5)
Heat Rejection to Coolant	BTU/hr (kW)	126,638 (7.38)
Inlet Air	scfm (m³/m)	2,600 (4,757)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature (Before Derate)		See Bulletin No. 0199280SSD
Maximum Radiator Backpressure	in H_2O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

	Standby
Flow at Rated Power scfm (m³/min)	88 (2.5)

ENGINE

		Standby
Rated Engine Speed	RPM	1,800
Horsepower at Rated kW**	hp	49
Piston Speed	ft/min (m/min)	1,181 (360)
BMEP	psi (kPa)	159 (1,096)

EXHAUST

		Standby
Exhaust Flow (Rated Output)	scfm (m³/min)	296.6 (8.4)
Max. Allowable Backpressure (Post Turbocharger)	inHg (kPa)	1.5 (5.1)
Exhaust Temp (Rated Output)	°F (°C)	882 (478)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.
Standby - See Bulletin 0167505SSB
Prime - See Bulletin 0187510SSB

SPEC SHEET 5 of 6

SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

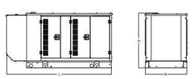
GENERAC | INDUSTRIAL POWER

DIMENSIONS AND WEIGHTS*



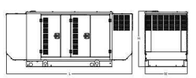
OPEN SET (Includes Exhaust Flex)

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	-	76.0 (1,930) x 37.4 (950) x 44.8 (1,138)	1,641 (745)
19	54 (204)	76.0 (1,930) x 37.4 (950) x 57.8 (1,468)	2,121 (963)
47	132 (501)	76.0 (1,930) x 37.4 (950) x 69.8 (1,773)	2,351 (1,067)
75	211 (799)	76.0 (1,930) x 37.4 (950) x 81.8 (2,078)	2,560 (1,162)
107	300 (1,136)	92.9 (2,360) x 37.4 (950) x 81.8 (2,078)	2,623 (1,190)



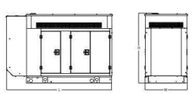
WEATHER PROTECTED ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only Steel	Aluminum
No Tank	-	94.8 (2,409) x 38.0 (965) x 49.5 (1,258)		
19	54 (204)	94.8 (2,409) x 38.0 (965) x 62.5 (1,588)		
47	132 (501)	94.8 (2,409) x 38.0 (965) x 74.5 (1,893)	372 (170)	241 (110)
75	211 (799)	94.8 (2,409) x 38.0 (965) x 86.5 (2,198)		
107	300 (1,136)	94.8 (2,409) x 38.0 (965) x 86.5 (2,198)		



LEVEL 1 ACOUSTIC ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only Steel	Aluminum
No Tank	-	112.5 (2,857) x 36.0 (965) x 49.5 (1,258)		
19	54 (204)	112.5 (2,857) x 38.0 (965) x 62.5 (1,582)		
47	132 (501)	112.5 (2,857) x 38.0 (965) x 74.5 (1,893)	505 (230)	336 (154)
75	211 (799)	112.5 (2,857) x 38.0 (965) x 86.5 (2,198)		
107	300 (1,136)	112.5 (2,857) x 38.0 (965) x 86.5 (2,198)		



LEVEL 2 ACOUSTIC ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only Steel	Aluminum
No Tank	-	94.8 (2,407) x 38.0 (965) x 61.1 (1,551)		
19	54 (204)	94.8 (2,407) x 38.0 (965) x 74.1 (1,881)		
47	132 (501)	94.8 (2,407) x 38.0 (965) x 86.1 (2,186)	510 (232)	341 (155)
75	211 (799)	94.8 (2,407) x 38.0 (965) x 98.1 (2,491)		
107	300 (1,136)	94.8 (2,407) x 38.0 (965) x 98.1 (2,491)		

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

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Part No. 10000024842
Rev. B 08/27/18

SPEC SHEET 6 of 6

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ROCKLIN, CA 95765

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Epic Wireless Group LLC
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San Ramon, California 94583

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AT&T SITE NO:	CVL03684
FA#:	13059116
DRAWN BY:	JG
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Issued For:
12/01/23
100% ZONING DWGS

SHEET TITLE:
GENERATOR SPECIFICATIONS

SHEET NUMBER:
A-7

Overhead and Underground Panel Board Construction

Typical Panel Board Construction

Notes

1. See Table 1 on Page 6 for the material list.
2. Item 2 may be replaced by Items 1 and 3.

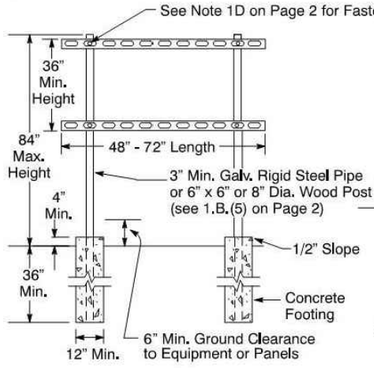


Figure 1
Panel Board Construction With Struts

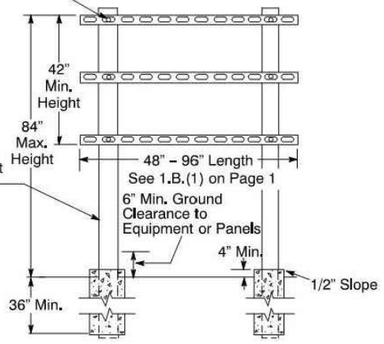


Figure 2
Large Panel Board Construction With Struts

Overhead and Underground Panel Board Construction

Typical Overhead Panel Board Construction

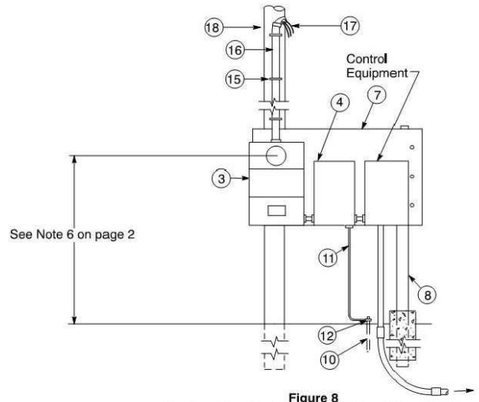
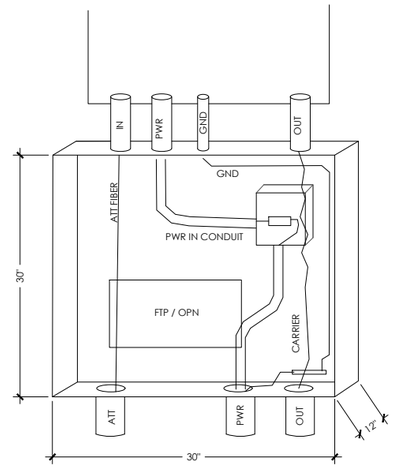


Figure 8
Overhead Service Using Panel Board Construction



NOTES:

1. 30"X30"X12" BOX MOUNTED NEXT TO OR BELOW EQUIPMENT LOCATION.
2. 3/4 " BACKBOARD IN BOX
3. POWER LEADS MUST BE IN FLEX CONDUIT
4. 6"X6"X4" PLASTIC BOX MOUNTED ON RIGHT SIDE OF BACKBOARD
5. TERMINATION BLOCK TO BE PLACED IN 6X6 WITH FUSE
6. RUN GROUND WIRE ALONG OUTSIDE EDGE ON RIGHT SIDE OF BOX. MOVE GROUNDING BUSS TO RIGHT SIDE IF NECESSARY.
7. STUB OUT FLEX CONDUIT FROM TOP OF BOX TO MATCH 3931 CONDUIT PORTS. STUBS SHOULD BE 10 TO 12 INCHES IN LENGTH.
8. CARRIER WILL TERMINATE POWER ON ONE SIDE OF TERMINATION BLOCK. AT&T WILL TERMINATE ON THEIR SIDE, AND POP IN FUSE
9. FUSE SHOULD BE LEFT IN BOX PRIOR TO TURN UP

AT&T Site ID:
CVL03684
CLOVER VALLEY
3525 PARK DRIVE
ROCKLIN, CA 95765

Vendor:
Epic Wireless Group LLC
605 Coolidge Drive, Suite 100
Folsom, CA 95630

Prepared For:
AT&T
5001 Executive Parkway
San Ramon, California 94583

Architect:
Meridian Management LLC
785 Oak Grove Road E2
Suite 251
Concord, CA 94518
T 707.592.5924
www.meridian.management

AT&T SITE NO:	CVL03684
FA#:	13059116
DRAWN BY:	JG
CHECKED BY:	RB

REV	DATE	DESCRIPTION
5	12/01/23	100% ZONING DWGS
4	11/14/23	100% ZONING DWGS
3	08/29/23	100% ZONING DWGS
2	08/15/23	90% ZONING DWGS
1	07/21/23	90% ZONING DWGS

Licensor:

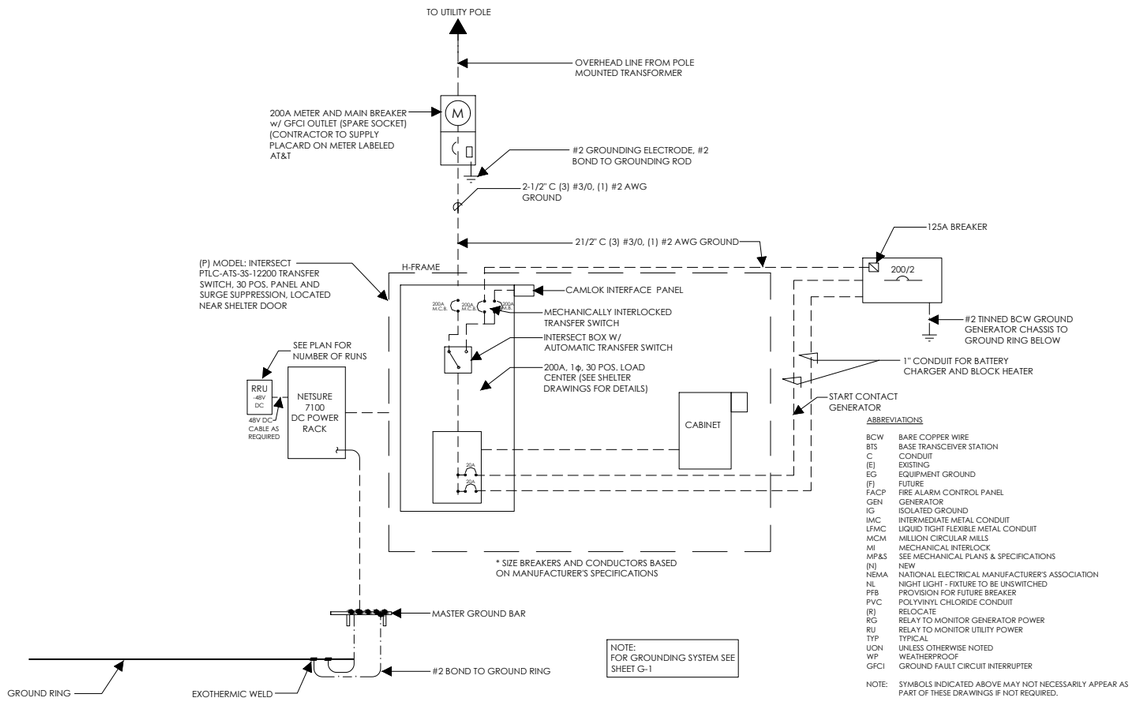
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

Issued For:
12/01/23
100% ZONING DWGS

SHEET TITLE:
SINGLE LINE DIAGRAM
POWER PANEL SCHEDULE
ELECTRICAL DETAILS

SHEET NUMBER:
E-3

PG&E H-FRAME AND WEATHERHEAD **1**



NOTE:
FOR GROUNDING SYSTEM SEE SHEET G-1

ABBREVIATIONS

BCW	BARE COPPER WIRE
BTS	BASE TRANSCEIVER STATION
C	CONDUIT
(E)	EXISTING
EG	EQUIPMENT GROUND
(F)	FUTURE
FACP	FIRE ALARM CONTROL PANEL
GEN	GENERATOR
IG	ISOLATED GROUND
IMC	INTERMEDIATE METAL CONDUIT
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT
MCM	MILLION CIRCULAR MILLS
MI	MECHANICAL INTERLOCK
MP&S	SEE MECHANICAL PLANS & SPECIFICATIONS
(N)	NEW
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NL	NIGHT LIGHT - FIXTURE TO BE UNSWITCHED
PFB	PROVISION FOR FUTURE BREAKER
PVC	POLYVINYL CHLORIDE CONDUIT
(R)	RELOCATE
RG	RELAY TO MONITOR GENERATOR POWER
RU	RELAY TO MONITOR UTILITY POWER
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
WP	WEATHERPROOF
GFCI	GROUND FAULT CIRCUIT INTERRUPTER

NOTE: SYMBOLS INDICATED ABOVE MAY NOT NECESSARILY APPEAR AS PART OF THESE DRAWINGS IF NOT REQUIRED.

SINGLE LINE DIAGRAM **2**

AT&T FIBER PULL CAN **3**

NOTES:

1. ALL WIRE TO BE #12 THHN/THWN UNLESS NOTED OTHERWISE.
   COLOR CODE:
   - AO = BLACK
   - BO = RED
   - NEUTRAL = WHITE
   - GROUND = GREEN
2. ALL WORK TO CONFORM TO N.E.C. LATEST STATE ADOPTED EDITION.
3. LABEL SERVICE DISCONNECT WITH A RED TAG.
4. SWITCH LEG CONDUCTORS SHALL BE THE SAME COLOR AS CIRCUIT CONDUCTORS.
5. PULL WIRES TO END OF FLEXIBLE NONMETALLIC CONDUIT. COIL 3'-0" AT END OF FLEXIBLE NONMETALLIC CONDUIT & TAG.
6. PULL ONE GROUND CONDUCTOR PER FLEXIBLE NONMETALLIC CONDUIT. FOR ALL OTHER CIRCUITS PULL A SEPARATE CONDUCTOR.
7. ALL GFCI RECEPTACLES TO HAVE A DEDICATED GROUND WIRE.
8. EQUIPMENT TERMINATION LUGS AND CONDUCTORS ARE RATED AT A MINIMUM OF 75°C.

	LOAD DESCRIPTION	QTY.	UNIT kVA	LOAD PER PHASE (VA) A	LOAD PER PHASE (VA) B	WIRE COLOR	LOADS CONTINUOUS	LOADS NON-CONTINUOUS	LOADS SUB-PANEL	WIRE SIZE	GROUNDING WIRE SIZE	TRIP	TRIP	GROUNDING WIRE SIZE	WIRE SIZE	LOADS SUB-PANEL	LOADS NON-CONTINUOUS	LOADS CONTINUOUS	WIRE COLOR	LOAD PER PHASE (VA) A	LOAD PER PHASE (VA) B	UNIT kVA	QTY.	DESCRIPTION	
1	SHELF 1 & SHELF 3 - PCU #1	1	1.000	1.000		BLK	X			8	(10)	30	20	12	12		X		BLK	.72		0.180	1	EXT GFCI OUTLET	2
3		1	1.000		1.000	RED							30	(10)	8			X	RED		1.000	1.000	1	SHELF 1 & SHELF 3 - PCU #2	4
5	SHELF 1 & SHELF 3 - PCU #3	1	1.000	1.000		BLK	X			8	(10)	30							BLK	1.000		1.000	1		6
7		1	1.000		1.000	RED							30	(10)	8			X	RED		1.000	1.000	1	SHELF 2 & SHELF 4 - PCU #2	8
9	SHELF 2 & SHELF 4 - PCU #1	1	1.000	1.000		BLK	X			8	(10)	30							BLK	1.000		1.000	1		10
11		1	1.000		1.000	RED							30	(10)	8			X	RED		1.000	1.000	1	SHELF 1 & SHELF 3 - PCU #4	12
13	SPACE					BLK													BLK	1.000		1.000	1		14
15	SPACE					RED													RED					SPACE	16
17	SPACE					BLK													BLK					SPACE	18
19	SPACE					RED													RED					SPACE	20
21	SPACE					BLK													BLK					SPACE	22
23	SPACE					RED													RED					SPACE	24
25	HVAC #1	1	3.6	3.6		BLK	X			8	(10)	20							BLK					SPACE	26
27		1	3.6		3.6	RED							20	12	12		X		RED		.72	0.180	1	EXTERIOR FLOOD LIGHTS	28
29	APPLIANCE OUTLETS	1	1.000	1.000		BLK	X			12	12	20							BLK					SPACE	30
			SUBTOTAL CONTINUOUS	7.600	6.600															3.00	3.00	SUBTOTAL CONTINUOUS		TOTAL kVA CONTINUOUS x 1.25	25.25
			SUBTOTAL NON-CONTINUOUS	-	-															.72	.72	SUBTOTAL NON-CONTINUOUS		TOTAL kVA NON-CONTINUOUS	1.44
			SUBTOTAL SUB-PANEL	-	-															-	-	SUBTOTAL SUB-PANEL		TOTAL kVA SUB-PANEL	-

PANEL DESIGNATION: ELECTRICAL PANEL (ITEM 1)
MAIN LUGS: N/A | MAIN BREAKER: 200 AMP | MAIN BREAKER A.I.C RATING: 22,000 A.I.C | BRANCH BREAKER A.I.C RATING: 10,000 A.I.C
VOLTAGE: 120/240 | CYCLE: 60 | PHASE: 1 | WIRES: 3 | MAIN COPPER BUS: 200 AMP | NEUTRAL: 200 AMPS | BRANCH BREAKER TYPE: SQUARE D - BOLT ON
TOTAL kVA: 26.69
TOTAL AMPS: 111.20

A/C PANEL SCHEDULE **4**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Preliminary Commitment Letter and Fee Deferral Request for the USA Properties Fund College Park Senior Affordable Apartment Project

Date: March 12, 2024

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 a Preliminary Commitment Letter and Fee Deferral Request for USA Properties Fund, Inc. for the College Park Sierra Senior Affordable Apartment Project.

Background:

In an effort to enhance the City's ability to support the development of affordable housing, on January 23, 2024, the City Council adopted Resolution No. 2024-039, establishing an Affordable Housing Incentive Program (Attachment 4). The Program provides a framework for affordable housing developers to use when contemplating a request to the City for support for the development of deed-restricted housing units.

USA Properties Fund, Inc., a California corporation (the Developer) has indicated that it will build a multifamily (apartment) project at 4900 Rocklin Road (the Site) for senior citizens. As entitled, the Project consists of 180 units, of which 178 units would be restricted as affordable units to households of limited income. The 178 units represent approximately 20% of the total number of units in the College Park project. Rents for the apartment homes will be limited to qualified seniors with low, very low, or extremely low incomes.

The Developer has indicated that the proposed affordable rental housing project is moving forward to its construction phase, including submittal of improvement plans and parcel and subdivision maps to the City. The Developer is also moving forward with a first-round submittal for the consideration of certain funding commitments (by parties other than the City) scheduled for April 2024. The College Park project entities, Sierra College, Evergreen Sierra East LLC, and Cresleigh Homes Corporation, have, among them, contributed approximately $5.1 million to the Developer for the proposed project. One such form of financial support may come from the California Tax Credit Allocation Committee or TCAC. Competitive funding cycles from TCAC for both four percent and nine percent tax credits are opened annually. Should sufficient funding be obtained for development of the project, it is contemplated that construction of improvements would commence during the 4th quarter of 2024, with an estimated construction

period of 24 to 30 months.

Notwithstanding that funding, an important element of competitiveness in obtaining other financial support, including tax credits, includes local (City) financial support to augment other funding. The Developer has requested the City consider a loan from the City's low- and moderate-income housing asset fund (LMIHAF) of approximately $2,230,000, to be repaid from project residual receipts. Residual receipts are revenues remaining from gross project revenues (chiefly, rents paid by tenants) after accounting for payments of any senior loans and operating expenses). The City engaged Keyser Marston Associates (KMA) a finance consultant for public agencies, to analyze USA's request. Based on the Pro-Forma provided and the parameters of the City's Affordable Housing Incentive Program guidelines, KMA verified the project requires financial assistance and recommended the City consider a residual receipts loan of $2,230,000.

As of February 21, 2024, Rocklin's LMIHA Fund had available and unencumbered funds of approximately $9.2 million. This includes $2.6 million already committed to Community Housing Works (CHW) for the Oak and Pine Affordable project. Thus, funds are available to fund the USA Properties request of $2,230,000. Provisions related to a loan are set forth in the form of Preliminary Commitment Letter (Attachment 2). The Preliminary Commitment Letter serves as evidence of the City's financial commitment to support the Developer's upcoming tax credit application due in April 2024. The terms outlined in the Preliminary Commitment Letter will serve as the basis for a subsequent Affordable Housing Agreement between the City and Developer.

In addition to residual receipts loan described above, the Developer has also requested that the City consider deferring impact fees until Certificate of Occupancy, approximately 24-30 months after construction begins. For this project, City staff have estimated approximately $2,164,631 in impact fees. This assumes the impact fee rates will be locked in at time of permit and not increase during the fee defer. The Developer has indicated that it is currently working with several other local agencies to help with completing the capital stack for this development, including SPMUD, SPWA and PCWA to also defer the impact fees until Certificate of Occupancy. If approved, the City and USA would enter into a Fee Deferral Agreement.

The Developer has indicated that matters referenced in the Preliminary Commitment Letter in addition to a Fee Deferral would assist the viability of the proposed Project. Staff recommends the City Council approve the Preliminary Commitment Letter and Fee Deferral request.

Environmental Analysis:

The proposed Agreement is not subject to review under CEQA pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061 (b)(3) of the California Does of Regulations, Title 14, Division 6, Chapter 3 ("CEQA Guidelines") as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and there is no possibility the activity in question may have a significant effect on the environment.

Fiscal Impact:

There is no direct fiscal impact to the City's General Fund. There is no direct fiscal impact to the City other than the infusion of the City Loan Amount upon satisfaction of conditions precedent to its funding (as described above) and, if agreed upon, a short-term loan to defray

City impact fees. As noted above, the Housing Asset Funds, which are the sole source of the City Loan Amount, can only be used for Low and Moderate Income Housing.

ATTACHMENTS:

1. Resolution
2. Preliminary Commitment Letter
3. USA Properties - College Park Senior Affordable Apartments Request
4. Affordable Housing Incentive Program

RESOLUTION NO. 2024-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A PRELIMINARY COMMITMENT LETTER AND FEE DEFERRAL REQUEST FOR USA PROPERTIES FUND, INC. FOR THE COLLEGE PARK SIERRA SENIOR AFFORDABLE APARTMENT PROJECT

WHEREAS, On January 23, 2024 the Rocklin City Council affirmed its commitment to the development of affordable housing by approval of a Comprehensive Affordable Housing Incentive Program that includes Fee Reductions, use of the Low and Moderate Income Housing Asset Fund (LMIAHF) and Fee Deferrals; and

WHEREAS, the development of affordable housing projects often requires a combination of private equity, tax credits, affordable housing bond proceeds, and any other funds available necessary to make the projects buildable, including incentives from the host jurisdiction; and

WHEREAS, USA Partners has partnered with Sierra College, Evergreen Sierra and Cresleigh Homes to build a 100% affordable senior multi-family project comprising the affordable housing component for the College Park project in the City of Rocklin; and

WHEREAS, under the proposal by Developer as received to date, the Developer would develop on a site located at 4900 Rocklin Road (the "Site") 180 apartments, of which 178 would be restricted on the basis of income; 178 rental units represents approximately 20% of the total number of units in College Park. The income levels allowable and protocol for determining affordable rents are set forth in a draft document entitled "Preliminary Commitment Letter" in the form submitted herewith (the "Preliminary Commitment Letter"); and

WHEREAS, the Developer has indicated it is assembling a funding package to defray the cost of development of the proposed rental project (the "Project") at the Site; and

WHEREAS, the Developer has requested, as part of its efforts to fund development of the Project, that the City consider a loan from the City's low and moderate income housing asset fund ("LMIHAF") of approximately $2, 230,000.00 to be repaid from project residual receipts, as further described in the draft Preliminary Commitment Letter; and

WHEREAS, in addition, the Developer has requested that the City consider deferring impact fees until the completion of construction of the Project: this is projected to occur approximately 24-30 months after construction begins; and

WHEREAS, the amount of any City loan as well as a City fee deferral is subject to further negotiation and refinement, as more fully set forth in the Preliminary Commitment Letter; and

WHEREAS, if the City Council approves the execution and delivery of the Preliminary Commitment Letter, it is contemplated that terms and provisions of agreement between the City and the Developer would be set forth in a comprehensive agreement concerning the

development and operation of affordable rental units on the Site; such agreement would include long-term affordable covenants (to be recorded with the Placer County Recorder); insurance and indemnity provisions; a schedule for performance; a description in reasonable detail of the required construction (including without limitation offsite improvements contemplated under the land use approvals for the proposed Project); and other provisions customary for agreements by the City which involve the development and operation of affordable rental housing on a long term basis. For convenience, such an agreement is sometimes referred to as an "Affordable Housing Agreement"; and

WHEREAS, the Developer has indicated that subject to the provision of the Preliminary Commitment and a later Affordable Housing Agreement (as referred above), the Developer believes that the development and operation of the Project will be economically feasible; and

WHEREAS, approval of the Preliminary Commitment Letter is consistent with the affordable housing goals and policies of the City and will further the public health, safety, and welfare.

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

Section 1. The City Council finds and approves that each of the statements set forth in the Recitals above is true and correct.

Section 2. The City Council approves the Preliminary Commitment Letter in substantially the form as submitted; the City Council further authorizes the City Manager, or her designee, to make such modifications to the draft Preliminary Commitment Letter as the City Manager shall deem to be appropriate, and thereafter to execute on behalf of the City and deliver to the Developer a Preliminary Commitment Letter as so approved by the City Manager.

Section 3. The City Clerk shall maintain a copy of the Preliminary Commitment Letter as hereafter finalized by the City Manager, together with a copy of this Resolution, among the official records of the City.

PASSED AND ADOPTED this 12th day of March, 2024 by the following vote:

AYES:
NOTES:
ABSENT:
ABSTAIN:

_____

Greg Janda, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

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ROCKLIN
CALIFORNIA

March 12, 2024

USA Properties Fund, Inc.
Attention: Steven Gall, Executive Vice President
3200 Douglas Blvd., Suite 200
Roseville, CA 95661

Re: Preliminary Commitment Letter regarding Certain Financial Assistance by the City of Rocklin, consisting of a Loan Sourced from Housing Asset Funds, for the Proposed Construction and Operation of a New Affordable Rental Housing Project (178 Units) on an approximately 7.30 Gross Acre Site Located at APN 045-131-003 Rocklin Road in the City of Rocklin, California

Dear Mr. Gall:

This Preliminary Commitment Letter (this "Preliminary Commitment Letter") sets forth the basic terms under which the City of Rocklin ("City") is prepared to proceed with negotiations with the goal of entering into a comprehensive affordable housing agreement ("AHA") including long term affordability covenants in connection with the development of approximately 180 apartment units for seniors, of which approximately 178 would be affordable to households of limited income as more particularly set forth below (the "Project"). The site of the proposed project is an approximately 7.30 gross acre parcel (the "Site") located at APN 045-131-003 within the corporate limits of City. This Preliminary Commitment Letter will expire on September 8, 2024 (180 days after the date of this Preliminary Commitment Letter), at which time the terms set forth herein will be null and void unless sooner extended by the City Manager of City (the "City Manager") which the City Manager acting in her sole and absolute discretion; in addition if prior to the Letter Expiration Date an AHA is entered into between City and USA Properties Fund, Inc., a California corporation ("Developer") which delineates in greater detail provisions concerning the financing, planning, and development of affordable rental housing units on the Site, this Preliminary Commitment Letter shall be superseded by and shall terminate as of the date City approves the AHA.

Developer has indicated that the Site is currently owned by the Sierra Joint Community College District ("College District"), and that Developer has arranged to acquire the Site by virtue of conveyances to be made by the College District to Cresleigh Homes Corporation, a California corporation ("Cresleigh") and/or the Evergreen Sierra East LLC, a California limited liability company ("Sierra East LLC"). Developer has disclosed to City that it may form a single asset entity including Developer or affiliates of Developer.

Developer, Sierra East LLC, and Cresleigh previously entered into an agreement with City entitled "Development Agreement Relative to College Park", dated as of November 14, 2022

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(the "Statutory Development Agreement"); a copy of the Statutory Development Agreement is on file with City as a public record. The Statutory Development Agreement refers, in Recital F thereof, to a series of City planning, zoning and environmental approvals; insofar as these pertain to the Site, and including without limitation any CEQA mitigation measures and conditions of development, collectively referred to herein as the "Land Use Entitlements." The defined term Land Use Entitlements shall also be deemed to encompass any plans, modifications of plans, environmental approvals, or other governmental land use actions which pertain to the Site. The Statutory Development Agreement is not modified by this Preliminary Commitment Letter; it is not contemplated that the Statutory Development Agreement will be modified by the AHA.

Developer has proposed to develop affordable rental housing on the Site, as more particularly described herein. In connection with such development, Developer shall prepare and submit to City its application or Land Use Entitlements (to the extent not heretofore obtained) including: building plan check and, if approved, construction subject to City development standards, zoning, and other laws and regulations.

Developer has submitted to City for its consideration a proposal under which City would make a loan to Developer to defray a portion of project costs; that proposal includes the following elements: Developer would develop 180 apartments units on the Site. Of the 180 units, 2 units would be made available to on-site managers; these 2 units would not be restricted as to income or affordable rent. Of the remaining 178 units, 12 one-bedroom units and 7 two-bedroom units would be restricted to households earning not greater than thirty percent (30%) of area median income for Placer County ("Extremely Low Income"); an additional 24 one-bedroom units and 13 two-bedroom units would be restricted to households earning not more than 50% of median income for Placer County ("Very Low Income Households"); an additional 28 one-bedroom units would be restricted to households earning not more than 59.5% of median income for Placer County ("Low Income Units" and, collectively with the Extremely Low Income Units and the Very Low Income Units, the "84 Units"). As to the remaining 94 units (the "94 Units"), these may be restricted on the basis of income using TCAC rents for households earning not greater than seventy percent (70%) of median income, to be more fully set forth in the AHA. "Affordable Rent" as to all of the 84 Units required under the AHA to be affordable shall be required to be affordable at the lower of (i) rents determined under Health and Safety Code Section 50053 ("Section 50053 Rents"), or (ii) rents established by TCAC (the Tax Credit Allocation Committee) ("Tax Credit Rents") in each case; the 94 Units shall be affordable using Tax Credit Rents for households earning not greater than seventy percent (70%) of median income. The income and rent restrictions with respect to the 94 Units shall be consistent with the requirements of the California Tax Credit Allocation Committee.

Developer has disclosed to City that Developer may seek an exemption from California property tax and assessments based upon the use of the Site for affordable rental housing purposes. In addition, Developer has indicated that it may seek the issuance of multifamily housing bonds to defray certain costs of the Project.

A scope of development consistent with the Land Use Entitlements but which may contain greater specificity with respect to design features and project amenities will be set forth in the AHA. Additional features of the AHA shall include, without limitation: a schedule of development; nondiscrimination covenants; age restrictions; insurance and indemnity provisions for the protection of City; provisions concerning property maintenance; and conditions upon the infusion of any moneys into the proposed project by City ("Conditions

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Precedent"). Developer has proposed that City infuse for the benefit of the Project the sum of Two Million Two Hundred thirty Thousand Dollars ($2,230,000.00) (the "City Loan Amount"). Infusion of the City Loan Amount (including any portion thereof) will be subject to prior satisfaction of Conditions Precedent, including the closing of a construction loan and the availability of adequate fund at the closing of such construction loan to effect completion of development of the Site consistent with the Land Use Entitlements. Included as part of the Project are approximately $3.1 million of off-site improvements serving the Project. The Project will include two outdoor ground floor courtyards; an outdoor pool, lounge, picnic area, and BBQ area, as well as a dog park; community amenities will include a clubhouse with lounge areas, large-screen televisions, meeting space, a hospitality kitchen, computer stations, fitness room, and laundry facilities. Energy efficient features will include glazed windows, low flow plumbing fixtures, solar thermal, high efficiency central water heating, and energy star appliances. Developer has proposed that repayment of the City Loan Amount be made from approximately fifty percent (50%) of those revenues remaining after scheduled debt service on a construction and/or permanent loan, as well as after payment of operating expenses, to be further expounded upon in the AHA; the revenues remaining available after the foregoing are sometimes referred to as "Residual Receipts." The AHA will further delineate allowable costs and parameters in connection with the determination of Residual Receipts. In addition, the percentage of Residual Receipts available for repayment of the City Loan Amount will be subject to further review and refinement, with the expectation being that such percentage, absent the infusion of other loans by local public agencies, will be fifty percent (50%).

Developer has indicated that it will be proceeding with arranging for financing commitments, including without limitation obtaining a preliminary reservation for 4% housing tax credits. In the event Developer proposes to have multifamily housing bonds issued as part of the financing for the Project, Developer requests that City act as issuer. It is mutually agreed that if multifamily housing bonds are issued for the Project, the bond instruments will include the higher level of affordability established under the AHA (or, if higher, in connection with the 4% housing tax credits) and not merely the minimum level required under federal income tax law for such bonds.

Implementation of Land Use Entitlements and City Loan

Developer will proceed with development of the Site consistent with the Land Use Entitlements; Developer acknowledges that review and processing of plans and conduct of inspections will be conducted by City in accordance with its customary practices.

In connection with implementation of the Project, Developer has requested that City provide to Developer this Preliminary Commitment Letter.

City states its objective for Developer, by this Preliminary Commitment Letter, to address the provisions of the California Tax Credit Allocation Committee ("TCAC") Regulations Implementing the Federal and State Low Income Housing Tax Credit Laws, California Code of Regulations, Title 4, Division 17, Chapter 1, Section 10300, *et seq*. ("TCAC Regulations"), in particular Section 10325. If Developer receives an award of AHSC program funding and low-income housing tax credits ("Tax Credits"); however, City shall proceed with Developer towards the preparation of an AHA without regard to whether a preliminary reservation of tax credits has first been obtained.

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Developer has indicated that it plans to make an application to the California Tax Credit Allocation Committee (TCAC) for 4% Tax Credits by the first round which occurs in 2024.

City Loan

The Rocklin City Council (the "City Council") has reviewed Developer's requests for the City Loan, and on February 13, 2024 at a public meeting of the City Council, City authorized and approved issuance of this Preliminary Commitment Letter to evidence the preliminary award of the City Loan and related matters described herein. Accordingly, subject to the conditions described herein, the City Loan comprised of the following financial subsidies and assistance will be provided to Developer to facilitate the Project:

(i) Subject to satisfaction of conditions precedent determined by City (which will be consistent with conditions precedent to disposition customarily required by City in agreements pertaining to affordable housing projects that receive financial assistance from City, City will make available a loan up to the amount of the City Loan Amount. The loan of the City Loan Amount (the "City Loan") shall be sourced from money held in City's Low and Moderate Income Housing Asset Fund pursuant to the Dissolution Law, Health and Safety Code Sections 34170, et seq., in particular sections 34176 and 34176.1 ("Housing Asset Funds"). It is contemplated that the Development Loan will be a Residual Receipts loan in a subordinate lien position; it shall be subject to a City Regulatory Agreement which provides for ongoing affordable housing compliance (a form of which will be included in the AHA), affordability covenants of other public agencies (if applicable), the deed of trust securing repayment of a loan from a private lender ("Primary Loan"), and, if applicable, any loans provided by other public agencies. None of the City Loan may be used to fund predevelopment expenses. The priorities as among the various loans and other details shall be set forth with greater particularity in the AHA; and

(ii) Developer will be obligated to repay to City the amounts loaned by City (the "City Loan"). The City Loan would be repayable from Residual Receipts generated from the development and operation of affordable rental housing on the Site. It is anticipated that City's share of Residual Receipts would be fifty percent (50%) of Residual Receipts; however, if other public agencies also make loans repayable on a Residual Receipts basis, City's portion of the Residual Receipts would subject to being reduced ratably based upon the relative sizes of City's and the other public entity's Residual Receipts loans. As noted above, the percentage of Residual Receipts payable to City and allowable costs will be further addressed in the AHA.

Developer's Project Proforma

The City Loan has been evaluated and determined and this Preliminary Commitment Letter is provided in material reliance and based on City's review of Developer's application for the City Loan and its development proforma and projected cash flows for the Project assuming the approval of 4% Tax Credits.

City Loan Terms

The City Loan (whether documented as one or two loans evidenced by one or two promissory notes) will have the following terms, and shall be more fully described and defined in the AHA:

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- Loan by City will be in the approximate amount of up to the City Loan Amount; the expectation, subject to further review, is that the City Loan will be in the amount of the City Loan Amount;
- Disbursement procedures for release of the loan proceeds: the City Loan Amount will be disbursed as progress payments toward completion of construction of improvements, as shall be further set forth in the AHA.
- The principal amount of the City Loan shall bear three and No/100ths percent (3%) simple interest per annum (or, if greater, that percentage used in connection with the repayment of other loans made to the Project repayable from Residual Receipts);
- Repayment of the City Loan shall be from a portion of Residual Receipts, anticipated to be 50% of Residual Receipts (subject to and after payment of operating expenses, debt service, deferred developer fee, if any, and partnership related fees to be defined and described in the AHA); provided that City acknowledges if other public agencies provide loans repayable on a Residual Receipts basis, City's share may be adjusted ratably (the percentage payable to City as so determined is referred to herein for convenience as the "City Share"). If the Site is divided, the allocation of the City Loan shall be accomplished as provided in the AHA.
- Remaining principal and accrued interest under Loan shall be due in full upon the 55th anniversary of the Closing or earlier upon sale, non-permitted refinancing or default;
- City will consider the deferral of City fees until completion of construction of the Project; the interest rate associated with such deferral is to be determined and would be further addressed in the AHA. In addition, the treatment of fees may, at City's option, take the form of the City (as housing successor entity, from moneys in the City's low- and moderate-income housing asset fund) absorb the costs of the fees, with such payment to City (acting in its governmental capacity) to be treated as a loan, payable by Developer immediately upon completion of the construction of the Project. City may require security for the fee deferral loan, which may include a deed of trust on the Site as well as a guaranty by the parent entity of Developer (or another financially solvent entity reasonably acceptable to City).
- Developer shall be responsible to implement the development of the Site in conformity with all applicable laws, including without limitation including without limitation, to the extent applicable, California Labor Code Section 1720, *et seq*.
- Net cost savings from the Project, if any, will be applied to pay down the principal first then accrued interest of the City Loan subject to the rules and requirements of the California Tax Credit Allocation Committee and, to the extent applicable, HCD.

Conditions to the City Loan

City's obligations to provide the City Loan to Developer for the Project are subject to each and all of the following conditions:

1. Approval by City and the City Manager, or as it/he/she elects by the City Council, of the AHA to be entered into by and between or between City and Developer (or a limited partnership development entity, of which Developer or an affiliate of Developer is the managing general partner) that more specifically describes and authorizes the terms of and disbursement of proceeds and conditions for each and all aspects of the City

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Loan, including without limitation the construction, completion, operation, financing, refinancing, transfer, management and maintenance of the Project.

2. The unit and affordability mix of the Project shall be not less than as described above, with the final allocation and identification of units to be further described in the AHA. The Site shall be restricted in a manner to be set forth in greater detail in the AHA for a period of not less than fifty seven (57) years, addressing covenants, conditions, and restrictions, including without limitation income limits and rent limitations, as well as property maintenance and, if applicable transfers. The foregoing requirements shall be set forth in a regulatory agreement which shall be recorded as to Developer's fee interest in the Site, to be recorded among the official land records of the County Recorder of the County of Placer.

3. The AHA will provide that the 94 Units (in addition to the 84 Units) will be restricted as affordable units at the option of City following the completion of construction of the Project. Affordability covenants to be recorded under the AHA as to the Extremely Low Income units, the Very Low Income units, and the Low Income units (as Low Income is defined above) shall provide for the inclusion of the 94 Units following completion of the 94 Units, provided, however, the income and rent restrictions on the 94 Units shall be at Tax Credit Income and Rent Levels, not HCD Income and Rent Levels.

4. All affordable units within the Project (but not necessarily the two on-site manager units) shall be restricted on the basis of age using a 55 year old (as opposed to a 62 year old) standard.

5. Execution of the AHA shall be in a form to be reviewed and approved by City's City Attorney or special counsel.

6. In the event Developer proposes to have multifamily housing bonds issued as part of the financing for the Project, Developer requests that City act as issuer. It is mutually agreed that if multifamily housing bonds are issued for the Project, the bond instruments will include the higher level of affordability established under the AHA (or, if higher, in connection with the 4% housing tax credits) and not merely the minimum level required under federal income tax law for such bonds.

7. As Housing Asset Funds will be used to make the City Loan, Developer shall comply with all applicable requirements of the California Community Redevelopment Law, Health and Safety Code Section 33000, et seq., and the Dissolution Act, Health and Safety Code Section 34170, et seq., in particular Sections 34176 and 34176.1.

8. Developer shall comply with all applicable federal, state and local laws and regulations.

9. Developer shall comply with and complete environmental review of the Project pursuant to all applicable federal and state laws and regulations, including the California Environmental Quality Act ("CEQA") and the National Environmental Protection Act ("NEPA") and approval thereof, as applicable.

10. In connection with the development of the Project and subject to compliance with the TCAC Regulations, Developer may receive a developer fee as permitted by TCAC and subject to further elaboration in the AHA.

11. As and if applicable, Developer will comply with the federal Davis-Bacon Act and California Labor Code Section 1720, *et seq*., relating to prevailing wages ("Prevailing

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Wage Laws"); in this regard, City and Developer understand that such laws and regulations include exemptions that may apply to the Project, but under the AHA Developer will assume responsibility for and indemnify City (and its officers, employees, and agents) relating to the Prevailing Wage Laws as such may be applicable to the Project. Any moneys infused by City will come exclusively from City's Low and Moderate Income Housing Asset Fund. The City will not, under the AHA or otherwise, independently impose prevailing wage requirements not required pursuant to the Prevailing Wage Laws.

12. The City Loan proceeds will be disbursed during construction at such time as all funding sources are committed and available for disbursement, and subject to such terms and conditions precedent as are customary for disposition and development agreements entered into by City.

13. The AHA shall provide that the Closing and each of the following conditions precedent shall be met prior to the disbursement of any portion of the Development Loan:

    a. All grading permits shall have been issued, or be ready to issue, and City shall have issued a letter stating that building permits are ready to issue, subject only to the completion of grading of the Site for the Project.

    b. Developer shall have secured all necessary institutional financing and funding for the Primary Loan to undertake and complete construction and thereafter operation of the Project. Such financing and funding shall be sufficient to pay all development costs of the Project, through lease-up, as set forth in a final budget (to be defined in the AHA) and consistent with the approved proforma (or as otherwise approved by City).

    c. Developer shall have provided evidence to City that Developer has obtained insurance policies, certificates, and additional insured or other endorsements therefor acceptable to City, as described in the AHA.

    d. Developer shall have provided construction security in favor of City, which may include a completion guarantee from a parent entity of Developer or other forms of assurance to be set forth in the AHA.

    e. Developer shall submit and obtain approval of City for (i) the construction contract with its general contractor and the subcontracts therefor, (ii) the limited partnership agreement for the limited partnership entity to be formed to own and operate the Project under the Ground Lease, (iii) management, scope and funding for all required supportive services, and (iv) the marketing and tenant selection plans for the Project.

14. City's preliminary award of the City Loan is and shall remain subject to all covenants, conditions, and restrictions set forth in the AHA, and in particular City's analysis of all the available funding sources and development and operating costs of the Project and the overall economic feasibility of the Project, including without limitation all funding sources and terms therefor including the supportable debt (construction and permanent financing), market value of Tax Credits and tax credit investor equity, deferred developer fee, if any, and other subordinate debt, if any.

15. By consideration and action to approve this Preliminary Commitment Letter, City hereby authorizes the City Manager to sign this Preliminary Commitment Letter on behalf of City.

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a. Further, upon approval and execution of an AHA, the City Manager (or his/her duly authorized representative) is authorized to implement the AHA and take all further actions and execute all documents referenced therein and/or necessary and appropriate to carry out the transaction contemplated by this Preliminary Commitment Letter, and thereafter the AHA including all exhibits, instruments and implementing agreements thereto. To the extent necessary during the implementation hereof and thereof, the City Manager is authorized to make technical or minor changes and interpretations of this Preliminary Commitment Letter and the AHA, as necessary to properly implement and carry out the Project provided any and all such changes shall not in any manner substantially affect City's rights and obligations under this Preliminary Commitment Letter and the AHA.

b. In addition, the City Manager is authorized, on behalf of City, to sign all other documents necessary or appropriate to carry out and implement this Preliminary Commitment Letter, the AHA and the Project, including all exhibits thereto and including causing the issuance of warrants in implementation thereto, and to administer City's obligations, responsibilities and duties to be performed thereunder so long as substantially consistent with this Preliminary Commitment Letter and the AHA. Any and all substantial changes to this Preliminary Commitment Letter or to the terms and provisions of the AHA and implementing agreements and instruments thereto shall require the consideration and action of the City Council.

[Preliminary Commitment Letter and signature blocks continued on next pages, with City signature block and Developer signature block to be on separate pages]

Should you have any questions or require additional information, please contact Sherri Conway, Assistant City Manager, at (916) 625-5176 or by email at Sherri.Conway@rocklin.ca.us

Sincerely,

City of Rocklin
By: Aly Zimmermann, City Manager

AGREED AND ACCEPTED
this __th day of March, 2024:

USA PROPERTIES FUND, INC., a California corporation

DocuSigned by:
Steve Gall
7CF57780770D4B8...

By: Steven Gall
Executive Vice President

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City Loan and Development Fee Deferral Concept
USA Properties – College Park Senior Affordable Apartments

USA Properties Fund, Inc. (USA) has partnered with Sierra College, Evergreen Sierra and Cresleigh Homes to build a 100% affordable senior multi-family project comprising the affordable housing component for the College Park project in the City of Rocklin. The 180 apartments represent 20% of the total number of units in College Park. Rents for the apartment homes will be limited to qualified seniors with low, very low, or extremely low incomes. USA has built affordable housing for over 43 years. Based in Roseville, we are a uniquely qualified affordable housing developer. In 2022 USA Properties was named one of the top 15 affordable housing developers in the Country.

The development is located at approximately 4900 Rocklin Rd, Rocklin, see aerial below:



College Park is now moving forward to its construction phase, including submittal of improvement plans and parcel and subdivision maps to the City of Rocklin. Construction of the larger project is anticipated to begin in 2024. At the same time, USA is moving forward with its project design and specific entitlement submittals. A critical part of this process is assembling the project funding in order to apply for state tax credits and affordable housing bond funds in April 2024. If successful, the state will require USA to start construction of the project by the 4th quarter of 2024. Construction of the project will take 24 to 30 months to complete.

For affordable housing projects to succeed today requires the cobbling together of private equity, tax credits, affordable housing bond proceeds, and any other funds available necessary to make the projects buildable. To this end, Sierra College, Evergreen Sierra and Cresleigh Homes, have collectively committed approximately $5.1M to the project. Unfortunately, with the total sum of these different sources, the project remains short of the funds necessary for its construction, with increasing interest rates as the primary culprit.

As a result, USA and the City are now looking at a residual receipts loan and fee deferral concept (that would involve deferring payment of City development fees from issuance of building permit to issuance of certificate of occupancy, a deferral of approximately 24 to 30 months).

In July 2023 USA submitted a funding request to the City of Rocklin for a portion of the City's funds available for affordable housing projects. City Management engaged Keyser Marston, a finance consultant for public agencies, to review USA's project pro forma for to verify whether in fact the monies requested by USA were appropriate. That review process led to City Management's recommendation of the $2.23M loan.

USA is requesting that City Management recommend to its Council a loan of approximately $2.23M to be repaid from project cash flows along with a City fee deferral program that would defer current impact fees until Certificate of occupancy, approximately 24-30 months after construction begins.

USA has been working with several other local agencies to help with completing the capital stack for this development. They are in discussions with SPMUD, SPWA and PCWA to also defer the impact fees until Certificate of Occupancy. The savings that would result to USA's project from a deferral of development fees are shown in the table below.

Agency	Estimated Impact Fee*	Construction Loan Rate per month	Estimated months to CofO	Fee Deferral Savings
City of Rocklin	$2,164,631	0.55%	30	$319,012
SPMUD	$884,700	0.55%	30	$144,870
SPWA	$1,773,360	0.55%	30	$290,388
PCWA	$1,917,810	0.55%	30	$314,041
TOTAL	**$6,740,501**			**$1,068,311**

*This assumes the impact fee rates will be locked in at time of permit and not increase during the fee deferral duration.

With the savings shown above, USA's project is economically feasible.

The fact that a housing crisis exists today in California is inescapable, especially housing affordable to low-income households. Each public agency providing infrastructure and facilities to residential development contributes the cost of providing new housing. To the extent that construction costs can be reduced without negatively affecting such agencies, a win for the local community results.

CITY OF ROCKLIN
AFFORDABLE HOUSING INCENTIVE PROGRAM

(Adopted January 23, 2024 via Resolution No. 2024-039)

Fee Reductions: On January 10, 2023, the Rocklin City Council adopted Ordinance Number 1159, which established a program for development projects to receive a reduction in development impact fees for deed restrict affordable units in the project. The reduction in fees would only be available for those units for sale or lease for people at 60% or less of the area median income. At that same meeting, the City Council also adopted a resolution that established the fee reduction rate of 40% calculated on an individual basis.

Low/Mod Income Housing Fund Contributions: Affordable housing projects require a combination of private equity, tax credits, affordable housing bond proceeds, and any other funds available necessary to make the projects buildable. Typically, these funding sources are very competitive with no guarantee of funding. Because of this, affordable housing projects often fall short of the necessary financing.

If LMIHAF dollars are available, private projects requesting a commitment of funding must first demonstrate a gap in funding by submitting pro-forma that is then verified by an independent third party selected by the City. Based on the analysis of the pro-forma, staff would recommend a dollar amount of $40,000 per EL or VL unit to be developed. Any investment of the City's Low-Mod Fund would be in the form of a city loan, memorialized in an Affordable Housing Agreement between the developer and the City. The loan would be a residual receipts loan, which would carry an interest rate of 3% per year and would be repaid from 50% of the project's net annual cash flow, with any remaining balance due and payable at the end of 30-year term.

Fee Deferrals: This program would allow for the deferral of residential development fees for eligible low and very low-income housing projects constructed in the City of Rocklin. Fee deferral could be considered whether or not a project is also requesting LMIHAF dollars from the City. The housing development for which fee deferrals are requested under this program must be a "Qualified Residential Development Project", including: (1) at least 10% of units with Affordable Rents or Affordable Housing Costs for Very Low-Income Households; or (2) at least 49% of units with Affordable Rents or Affordable Housing Costs for Low Income Households. Any request for a Fee Deferral would require completing an application, preliminary title report, and execution of agreement, promissory note and deed of trust which may be subordinated to construction and acquisition financing. Fees become payable and interest penalties apply if the project does not provide the affordable housing units promised by Certificate of Occupancy, approximately 24-30 months after construction begins. This assumes the impact fee rates will be locked in at time of permit and not increase during the fee defer. The City may also consider imposing an Application Fee to cover staff and legal processing costs. To ensure compliance and payment of deferred fees, a deed of trust would be recorded against the property to secure the fee amount. Deferring payment of fees to allow for occupancy is a valuable incentive that offers significant savings, as developers would otherwise have to finance this expense, generally from equity, which requires a return once it is funded.