ROCKLIN CITY COUNCIL

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

August 26, 2025
Closed Session 5:30 p.m.
General Session 6:00 p.m.
Notice of Teleconference Meeting Location:
13050 Amberly Court #701
Bonita Springs, FL 34135

AMENDED AGENDA
*Item C6 Updated to Include Attachment 5

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

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

HOW TO PARTICIPATE

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

WRITINGS RECEIVED AFTER AGENDA POSTING

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

AMERICANS WITH DISABILITIES ACT

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

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, t o disclose any campaign contribution made to a City elected or appointed officer (including

Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $500 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

Zoom Participation Via Computer Or Smartphone

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

Click here to join this meeting via Zoom
Meeting ID: 832 6259 1620
Meeting password: 740966

Zoom Participation By Telephone (Audio Only Option)

1. Dial (669) 900-6833
2. When asked for the meeting ID, enter 832 6259 1620#
3. When asked for your participant ID, press # to continue
4. When asked for the meeting password, enter 740966#
5. To inform the City Clerk that you would like to make a public comment, dial *9 to “Raise your hand”. The Clerk will unmute you when it is your turn to speak.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation, Constance Parks v. City of Rocklin, Placer County Superior Court Case NO. S-CV-0052491

CS2. Pursuant to Government Code Section 54956.8: Conferences with Real Property Negotiators -- Acquisition of Rights of Way for the Rocklin Road/Interstate 80 Interchange Project
Agency Negotiator for Each Identified Property: Aly Zimmermann, City Manager.
Properties and Respective Property's Negotiating Parties: 4400 Rocklin Road, Grewal Enterprises Rocklin LLC; 4410 Rocklin Road, Jair Jack TR; 4450 Rocklin Road, Sani Ranvir Singh & Kaur Jasveer TTEE; 4470 Rocklin Road, Heritage Inn Rocklin LLC; 4480 Rocklin Road, Heritage Inn Rocklin LLC; 4805 Granite Drive, Safeway Inc. Sublessee; 4877 Granite Drive, R Henry Properties LLC; 4500 Rocklin Road, Johl Petroleum Inc.; 4555 Rocklin Road, AV Investments, Inc.; 4460 Rocklin Road, Boroski & Borowski Three, LLC.
Under Negotiation: Price, Terms of Payment, or Both.

REPORT OUT OF CLOSED SESSION

CALL GENERAL SESSION TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

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

C1. Minutes of the August 12, 2025 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the August 12, 2025 Regular Meeting of the City Council.

C2. Proclamation Recognizing Chris May

Recommendation: Approve a Proclamation Recognizing Chris May and Designating the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. City of Rocklin, Pioneer Community Energy and Energy Mission Control dba FuSE Carbon Technologies Memorandum of Understanding

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin approving the Memorandum of Understanding between the City and Pioneer Community Energy for Low Carbon Fuel Standard program services to be administered by Energy Mission Control dba FuSE Carbon Technologies.

C4. Response to 2024-25 Grand Jury Report: Conflict of Interest Code, Form 700, Ethics Training Compliance

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Mayor to Execute the Response to the 2024-25 Grand Jury Final Report on Behalf of the City of Rocklin.

C5. Jones Hall Legal Services Agreement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Agreement for Legal Services with Jones Hall, a Professional Law Corporation, and Authorizing the City Attorney to Execute the Agreement.

C6. Various Personnel Items

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants.
B. Adopt a Resolution of the City Council of the City of Rocklin to Approve Amendments to the Rules, Regulations, Benefits, and Policies Related to Employee Relations Between the Management, Confidential, and Unrepresented Employees and the City and Repeal Resolution No. 2024-272.
C. Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Overfill Allocated Positions within the Fire and Police Departments

C7. Cooperative Purchase Agreements for Fiscal Year 2025/26 - Repeal and Replace Resolution No. 2025-126

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Repealing Resolution No. 2025-126 and Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2025/26.

C8. Adoption of Policy Implementing SB 937 Fee Deferral Requirements

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Adopting a Policy for Implementation of SB 937 and Authorizing the City Manager to Develop a Program Consistent with the Requirements of SB 937, Update Processes, and Take All Other Actions Necessary to be Compliant with the Requirements of SB 937.

C9. 2024 Homeland Security Grant Program - Award of Grants

Recommendation: Adopt a Resolution Approving and Authorizing the City Manager to Execute Subawardee Grant Agreements with the County of Placer Accepting the Terms and Awards of the 2024 Homeland Security Grant Program.

C10. Memorial Park Play Structure Replacement - Amendment No. 1 and Notice of Completion

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Construction Contract with Miracle Playsystems, Inc. and Authorizing the City Manager to Execute Amendment No. 1 and Approving a Budget Transfer.
B. Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Memorial Park Play Structure Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Miracle Playsystems, Inc.).

C11. Corporation Yard Shop Roof Restoration and Gutter Replacement – Notice of Completion

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Corporation Yard Shop Roof Restoration and Gutter Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (United Building Contractors, Inc.).

C12. Bluffs Subdivision ADA Ramps Phase 2 – Notice of Completion

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Bluffs Subdivision ADA Ramps Phase 2, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Hyatt Contracting, Inc.).

PRESENTATIONS

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

P1. Summer Civic Career Program (SCCP) Presentation

P2. Proclamation Recognizing Chris May

PUBLIC HEARINGS

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

PH1. 2021-2029 Housing Element Program 10 - Alternative Sites / General Plan Amendments, GPA2025-0001 and GPA2024-0001; Rezone, Z2025-0001; Environmental Review, ENV2025-0009

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

A. Adopt a Resolution of the City Council of the City of Rocklin Approving an August 2025 Addendum to the 2012 General Plan Environmental Impact Report and a Statutory Exemption for the 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for the Regional Housing Needs Allocation (RHNA) Project (2021-2029 Housing Element Program 10 – Alternative Sites / ENV2025-0009).

B. Adopt a Resolution of the City Council of the City of Rocklin Approving a General Plan Amendment for the 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for the Regional Housing Needs Allocation (RHNA) Project and the Rocklin West Annexation Project (2021-2029 Housing Element Program 10 – Alternative Sites / GPA2025-0001 and Rocklin West Annexation / GPA2024-0001).

C. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Applying the Residential Minimum Density Overlay District to the Alternative Sites Identified for Inclusion in the City's Regional Housing Needs Allocation (RHNA) Inventory of Sites (2021-2029 Housing Element Program 10 – Alternative Sites / Z2025-0001).

FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the August 12, 2025 Regular Meeting of the City Council

Date: August 26, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the August 12, 2025 Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of August 12, 2025

ROCKLIN CITY COUNCIL

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

August 12, 2025
Closed Session 5:30 p.m.
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Gayaldo called the meeting to order at 5:30 p.m.

ROLL CALL

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

PUBLIC CLOMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:31 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(2), Conference with Legal Counsel, Anticipated Litigation: Significant Exposure to Litigation - One Case.

Members of the City Council returned to the Council Chambers at 6:05 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

CALL GENERAL SESSION TO ORDER

Mayor Gayaldo called the meeting to order at 6:05 p.m.

PLEDGE OF ALLEGIANCE

Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

City Manager Zimmermann requested to pull to Discussion Item D3 City Manager Employment Agreement from the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Mr. Benjamin Bjorkman addressed the City Council sharing an alternative flag design for the City of Rocklin.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Halldin thanked the community for all of the events held over the summer including the fireworks shows as well as the concerts organized by the City's Parks and Recreation department.

Vice Mayor Bass reported Meeting with staff from the Commission on State Mandates; shared that the City hosted the Placer City and County Officials Association dinner; and stated that he met with the Yankee Hill Estates HOA to discuss zoning concerns.

Council Member Broadway reported attendance at Destiny Church's annual Celebrate America event; participated in National Night Out on August 5, 2025 recognizing efforts by communities to keep their neighborhoods safe and thanked public safety staff for their involvement; attended the Rocklin Chamber of Commerce Government Relations Committee meeting; and participated in Rocklin Police Activities League (PAL) and RPD's back to school shop with a cop program.

Mayor Gayaldo participated in a meeting along with Council Member Halldin and residents of Ansel Park Assisted Living; participated in the Summer Civic Career Program (SCCP) held at City Hall; participated in the State of the City event organized by the City of Rocklin and held at Sierra College; attended a meeting of the Placer Mosquito Vector Control District; attended the Greater Sacramento Economic Council Board meeting; participated in a

presentation to the South Placer Kiwanis Club; attended the ribbon cutting ceremony for the new park equipment installation at Memorial Park; attended the Placer County City Selection Committee meeting; participated in the Church of Latter-Day Saints Ice Cream Social; participated in Boards and Commission interviews; shared the City of Rocklin hosted the Placer City County and Officials Association dinner event; attended the Placer County Association of Realtors meeting; attended the Rocklin PAL Junior Police Academy graduation; participated with Vice Mayor Bass in a 3x3 meeting with Placer County Board of Supervisors; and attended the Rocklin Chamber of Commerce Government Relations Committee meeting and shared that a new Sheriff's substation would open in Rocklin.

City Manager Zimmermann shared that the 2025 SCCP Cohort will be attending the following City Council meeting to receive certificates and scholarships; congratulated the City's Community Development and Parks and Recreation departments for being awarded Project of the Year in the park's section for the bike pump track at Whitney Park by the American Public Works Association, Sacramento Chapter; and shared the following upcoming events to be held at Quarry Park: Evenings in the Park movie on Friday featuring Moana 2, Jazz in the Park on Saturday, and Gin Blossoms on Sunday.

CONSENT CALENDAR

Council Member Broadway requested to pull Consent Item No. C5 and Council Member Halldin requested to pull Consent Item No. C3 from the Consent Calendar.

C1. Minutes of the June 24, 2025 Regular Meeting of the City Council
Action: Approved the Minutes of the June 24, 2025 Regular Meeting of the City Council.

C2. Minutes of the July 30, 2025 Special Meeting of the City Council
Action: Approved the Minutes of the July 30, 2025 Special Meeting of the City Council.

C3. Appointments to Various City Commissions – *Pulled for discussion.*

C4. Robbins and Holdaway Contract Amendment No. 3
Action: Adopted Resolution No. 2025-156 of the City Council of the City of Rocklin Approving and Authorizing the City Attorney to Execute Amendment No. 3 to the Agreement Between the City of Rocklin and Robbins and Holdaway for Legal Services.

C5. Affordable Housing Agreement for Estia at Rocklin – *Pulled for discussion.*

C6. Affordable Housing Agreement for Quarry Row
Action: Adopted Resolution No. 2025-158 of the City Council of the City of Rocklin Approving the Affordable Housing Agreement for the Quarry Row project and Authorizing the City Manager to Enter into the Agreement.

C7. Quarry Row Final Map

Action:

A. Adopted Resolution No. 2025-159 of the City Council of the City of Rocklin Approving the Final Map of Quarry Row Subdivision/(SD-2016-0003) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.

B. Adopted Resolution No. 2025-160 of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Quarry Row Subdivision (SD-2016-0003).

C8. Quarterly Treasurer's Report

Action: Received the Treasurer's Report for the Quarter Ending June 30, 2025.

C9. Amending the Appropriations Limit for the City and the Special Districts for Fiscal Year 2024/25

Action: Adopted Resolution No. 2025-161 of the City Council of the City of Rocklin Amending the Appropriations Limit for the City of Rocklin and the Special Districts for Fiscal Year 2024/25.

C10. 2025-2028 Memorandum of Understanding with Rocklin Firefighters, Local 522

Action: Adopted Resolution No. 2025-162 of the City Council of the City of Rocklin Approving the Negotiated Memorandum of Understanding Between the City of Rocklin and the Rocklin Firefighters, Local 522, for the term of July 1, 2025 - June 30, 2028 and Adopt the Updated Fire Salary Schedule.

C11. City of Rocklin Fire Department's State Mandated Annual Fire Inspection Report

Action: Adopted Resolution No. 2025-163 of the City Council of the City of Rocklin Acknowledging the City of Rocklin Fire Department’s Compliance with Sections 13146.2 and 13146.3 of the California Health and Safety Code.

C12. California Highway Patrol Grant - Award

Action: Adopted Resolution No. 2025-164 of the City Council of the City of Rocklin Ratifying the Grant Application Submitted to the Department of California Highway Patrol and Authorizing the City Manager to Execute the Grant Agreement.

C13. California State Office of Traffic Safety (OTS) Grant

Action: Adopted Resolution No. 2025-165 of the City Council of the City of Rocklin Ratifying the Submission of the Office of Traffic Safety (OTS) Grant Application for Selective Traffic Enforcement Program (STEP) and Accepting an Award in the amount of $70,000 and Authorize the City Manager to Sign the Grant Agreement and Necessary Grant Documentation.

C14. Masonry Wall Repair - Notice of Completion
Action: Adopted Resolution No. 2025-166 of the City Council of the City of Rocklin Accepting the Public Work Known as the Masonry Wall Repair, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Hinkley's Masonry).

C15. Vehicle and Equipment Purchases
Action:

A. Adopted Resolution No. 2025-167 of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Ten (10) 2025 Chevrolet Tahoe Vehicles From Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles.

B. Adopted Resolution No. 2025-168 of the City Council of the City of Rocklin Approving and Authorizing the Purchase of One (1) Vactor Trailer from RDO Equipment Company and Authorizing the City Manager to Purchase the Vactor Trailer.

C16. Janitorial Services Agreement
Action: Adopted Resolution No. 2025-169 of the City Council of the City of Rocklin Authorizing Awarding the Contract for Janitorial Services of City Owned Facilities to Pride Industries One, Inc. and Authorizing the City Manager to Execute the Agreement with Pride Industries.

C17. Utility Construction Cooperation and Reimbursement Agreement
Action: Adopted Resolution No. 2025-170 of the City Council of the City of Rocklin Approving a Construction Cooperation and Reimbursement Agreement with South Placer Municipal Utility District (SPMUD) for Sewer Improvements During the Bluffs Subdivision Road Reconstruction Phase I Project and Authorizing the City Manager to Execute an Agreement with South Placer Municipal Utility District.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1, C2, C4, C6 through C17, by Council Member Halldin, seconded by Council Member Janda. Passed by the following vote:

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

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION

Council Member Broadway requested to pull Consent Item No. C5 and Council Member Halldin requested to pull Consent Item No. C3 from the Consent Calendar.

Council Member Broadway requested to pull Consent Item No. C5 from the Consent Calendar.

C5. Affordable Housing Agreement for Estia at Rocklin
Action: Adopted Resolution No. 2025-157 of the City Council of the City of Rocklin Approving the Estia at Rocklin Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants and Authorizing the City Manager to Execute the Agreement.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item No. C5 by Council Member Halldin, seconded by Council Member Janda. Passed by the following vote:

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

C3. Appointments to Various City Commissions
Action:
A. Adopted Resolution No. 2025-154 of the City Council of the City of Rocklin Making Appointments to the Arts Commission.

Motion to approve Consent Calendar Item No. C3.A. by Council Member Halldin, seconded by Council Member Janda. Passed by the following vote:

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

Action:

B. Adopted Resolution No. 2025-155 of the City Council of the City of Rocklin Making an Appointment to the Parks and Recreation Commission.

Motion to approve Consent Calendar Item No. C3.B. by Council Member Halldin, seconded by Council Member Janda. Passed by the following vote:

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

Recommendation:

C. Adopt a Resolution of the City Council of the City of Rocklin Making Appointments to the Community Recognition Commission. - ***This resolution was not adopted.***

PUBLIC COMMENT

Community Recognition Commission Acting Chair Michele Vass stated there is a need for a Code of Conduct of appointed meeting bodies.

Motion to approve Consent Calendar Item No. C3.C. by Council Member Broadway, seconded by Mayor Gayaldo.

Substitute motion by Council Member Halldin to re-open the recruitment period for the Community Recognition Commission vacancy, seconded by Council Member Janda. Failed by the following roll call vote:

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

Motion re-introduced to approve Consent Calendar Item No. C3.C. by Council Member Broadway as presented, seconded by Mayor Gayaldo. Failed by the following roll call vote:

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

Due to a lack of three affirmative votes, the motion did not move forward and Consent Item No. C3.C. did not pass.

PRESENTATIONS

P1. Oaths of Office for Incoming Arts Commission, Community Recognition Commission, and Parks and Recreation Commission Members - *Due to a failed motion for Consent Item No. C3.C, the appointments to the CRC were not administered.*

City Clerk Avinta Singh administered the Oath of Office to Arts Commissioners Gloria Beverage and Holly Clark, and to Parks and Recreation Youth Commissioner Maximus Kotte.

P2. Placer Mosquito & Vector Control District Annual Update

District Manager Joel Buettner with the Placer Mosquito Vector & Control District provided an annual update on the agency's programming.

PUBLIC COMMENT

Mr. Benjamin Bjorkman complimented the presentation.

PUBLIC HEARINGS

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

PH1. Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Approval of the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Benefit of Rocklin 688, L.P.
Action: Conducted a Public Hearing and Considered the Following Action: Adopted Resolution No. 2025-171 of the City Council of the City of Rocklin Approving a Plan of Finance including the Issuance of Revenue Bonds by the California Municipal Finance Authority to Finance and Refinance a Qualified Residential Rental Project for the Benefit of Rocklin 688, L.P., and Certain Other Matters Relating Thereto.

Mayor Gayaldo opened the public hearing for item PH1.

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

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH1.

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

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

PH2. Rocklin Municipal Code Kennel Ordinance Amendments / Zoning Ordinance Amendment, ZOA2025-0002 (Continued from June 24, 2025)
Recommendation: Conduct a Public Hearing and Consider the Following Action: Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending Rocklin Municipal Code Section - Kennels. (Kennel Ordinance / ZOA2025-0002). – ***Based on Council direction to incorporate further modifications to the ordinance, this item will return and be re-introduced at a future meeting.***

Mayor Gayaldo noted that the item was continued from the June 24, 2025 City Council meeting and opened the public hearing for item PH2.

Senior Planner Bennett Smithhart presented the item to the City Council.

City Council comments and discussion followed. Due to concerns raised about the use of outdoor kennels and the potential impacts to tenants leasing adjacent commercial spaces, Planning Manager Arwen Wacht suggested signoffs on applications being required from surrounding commercial businesses located within a certain distance; and noted if there was a noise concern, this could be re-evaluated.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH2.

Motion to approve Public Hearing Item No. PH2 by Council Member Halldin with an added provision requiring the applicant to seek consent of tenants and property owners located within 150 feet of a proposed project.

Community Development Director David Mohlenbrok stated that the proposed ordinance included the application submittal process and based on the discussion, this could be modified to codify a requirement that signoffs be required from tenants and business owners located within 150 feet of a proposed application.

City Manager Zimmermann noted that this would require re-introducing the ordinance. Mr. Mohlenbrok recommended that staff return with a re-introduction of the item at a future meeting to ensure the intent of the City Council is captured.

Council Member Halldin withdrew his motion.

PUBLIC COMMENT

Mayor Gayaldo reopened the public comment period.

Mr. Benjamin Bjorkman expressed concern about dogs barking being audible from a distance.

Mayor Gayaldo stated that the motion had been withdrawn and staff was given direction to incorporate changes suggested by the City Council, and to return with kennel ordinance amendments at a future meeting.

PH3. Whitney Walk Residential / Environmental, ENV2025-0007; General Development Plan, PDG2024-0002; Design Review, DR2024-0005; Tentative Subdivision Map, SD2024-0001; Tree Preservation Permit, TRE2024-001

Mayor Gayaldo opened the public hearing for item PH3.

Planning Manager Arwen Wacht presented the item to the City Council.

City Council comments and discussion followed on parking, heights of proposed townhomes, garage space being used for storage, median price of townhomes, inclusion of a sidewalk on South Whitney.

Mr. Marcus LoDuca, spoke on behalf of the Whitney Walk Residential project team requesting approval of the project.

Community Development Director Mohlenbrok clarified that, per the City's policy, there were riparian protection areas in the surrounding open space.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH3.

Council Member Broadway requested to formalize inclusion of a requirement that the HOA incorporate conditions in the CCRs that are enforceable by the HOA mandating garages to be used for vehicle parking and prohibiting the conversion of garages to storage. City Manager Zimmermann noted that staff had drafted a condition that could be read into the record.

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

A. Adopted Resolution No. 2025-172 of the City Council of the City of Rocklin Approving an Addendum to the 2015 Sunset Hills Townhomes Initial

Study/Mitigated Negative Declaration (IS/MND) and to the 2016 South Whitney Mixed-Use Townhomes and Medical Center Initial Study/Mitigated Negative Declaration (IS/MND) (Whitney Walk Residential / ENV2025-0007);

Motion to approve Public Hearing Item No. PH3.A. by Council Member Broadway, seconded by Council Member Halldin. Passed by the following vote:

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

B. Adopted Resolution No. 2025-173 of the City Council of the City of Rocklin Approving a Design Review (Whitney Walk Residential / DR2024-0005);

Motion to approve Public Hearing Item No. PH3.B. by Council Member Broadway, seconded by Council Member Halldin. Passed by the following vote:

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

C. Adopted Resolution No. 2025-174 of the City Council of the City of Rocklin Approving a Tentative Map and an Oak Tree Preservation Permit (Whitney Walk Residential / SD2024-0001 and TRE2024-0001);

Motion to approve Public Hearing Item No. PH3.C. by Council Member Broadway, seconded by Council Member Halldin. Passed by the following vote:

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

D. Introduced, Waived the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing Ordinance No. 1036 (Sunset Hills Townhomes General Development Plan) and Ordinance No. 1052 (South Whitney Mixed Use General Development Plan), and Adopting the Whitney Walk General Development Plan (Whitney Walk Residential / PDG2024-0002).

Motion to approve Public Hearing Item No. PH3.D. by Council Member Broadway, seconded by Council Member Halldin. Passed by the following vote:

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

The City Council took a recess at 8:20 p.m. and returned at 8:31pm.

DISCUSSION ITEMS

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

D1. Build Up Rocklin Program - Agreement with Growth Factory and Budget Amendment

Action: Adopted Resolution No. 2025-175 of the City Council of the City of Rocklin Approving a Professional Services Agreement for the Continuation of the Build Up Rocklin Program, Establishing a Grant Program in Support of Participating Businesses, and Approving a Budget Amendment.

Assistant City Manager Andrew Keys presented the item to the City Council.

City Council comments and discussion followed.

Mr. Mehrshad Mansouri, Managing Director of the Growth Factory, addressed the City Council providing additional background of work done by his organization promoting economic development and its impact on the community.

PUBLIC COMMENT

There were none.

City Manager Zimmermann noted that over the course of the first two phases, the program cost was $300,000, with each cohort costing $150,000, of which $5,000 went directly to each business participant. She stated that the proposed program designed in concert with the Growth Factory, was to make the program more dynamic, have a larger impact on participating businesses, and to incentivize a larger potential amount for the grant.

Assistant City Manager Keys underscored that the grants will be competitive so that business owners undergoing the program who put forward a quality product or plan may be recommended by the Growth Factory to receive a grant up to $25,000 from the City. He noted that unspent funds may be eligible for allocation to an alternative economic development effort.

Motion to approve Discussion Item No. D1 by Council Member Halldin with an adjustment to the resolution language to serve a minimum of eight businesses and accommodate up ten businesses in the program, seconded by Council Member Janda. Passed by the following vote:

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

D2. City of Rocklin 2025-2027 Strategic Plan
Action: Affirmed the Outcomes of the 2025-2027 Strategic Planning Process and Provided Direction to Staff on the Proposed Two-Year Work Plan Items.

Assistant City Manager Andrew Keys presented the item to the City Council.

PUBLIC COMMENT

There were none.

Motion to affirm the work plan for Discussion Item No. D2 by Council Member Broadway, seconded by Council Member Halldin. Passed by the following vote:

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

D3. City Manager Employment Agreement – *This item was pulled from the agenda.*

D4. City Attorney Employment Agreement - Second Amendment
Action: Adopted Resolution No. 2025-176 of the City Council of the City of Rocklin Approving the Second Amendment to the Employment Agreement with the City Attorney and Authorizing the Mayor to Execute the Amendment.

Mayor Gayaldo presented the key terms of the second amendment to the employment agreement with the City Attorney.

PUBLIC COMMENT

Mayor Gayaldo shared that a public comment had been received by email for the item.

The original motion was made by Council Member Halldin to approve Discussion Item No. D4, however as this did not include the changes captured in the Blue Memo, City Attorney McOmber requested re-consideration of the item.

Motion to approve Discussion Item No. D4 by Council Member Broadway, seconded by Council Member Halldin, to include the information noted in the Blue Memo. Passed by the following vote:

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

D5. Inclusionary Housing Ordinance and In-Lieu Fee Program

Action:

A. Received a Staff Report of the Possible Timeframes that Could Be Implemented for Potential Adoption of an Inclusionary Housing Program and Provided Direction to Staff.

B. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Negotiate and Execute a Contract Amendment with Keyser Marston Associates for the Creation of an Inclusionary Housing Ordinance and Establishment of an In-Lieu Fee. – ***This resolution was not adopted.***

City Manager Aly Zimmermann presented the item to the City Council.

City Council comments and discussion followed.

PUBLIC COMMENT

Mr. Benjamin Bjorkman supported use of the Sacramento Bee for public notices related to this item.

City Manager Zimmermann clarified that the Placer County Superior Court identified the Placer Herald as the adjudicated newspaper for the City of Rocklin.

Motion to approve Discussion Item No. D5. to go with Option 2 (Interim Staff Project) by Council Member Halldin, seconded by Council Member Broadway. Passed by the following vote:

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

FUTURE AGENDA ITEMS

There were none.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 9:43 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of August 12, 2025 as approved by the Rocklin City Council.

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Recognizing Chris May

Date: August 26, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve a Proclamation Recognizing Chris May and Designating the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. Proclamation Recognizing Chris May

Proclamation

Issued by City Council

Recognizing Chris May

WHEREAS, *Rocklin Little League has served as a key part of our community, offering young athletes an opportunity to grow through baseball while learning teamwork, discipline, and sportsmanship; and*

WHEREAS, *Chris May has faithfully served as President of Rocklin Little League since 2018, demonstrating unwavering commitment to the league's mission, its players, and their families; and*

WHEREAS, *under Chris May's leadership, Rocklin Little League has grown stronger in participation, community engagement, and positive impact, providing a safe and supportive environment for all; and*

WHEREAS, *Chris May has dedicated countless volunteer hours managing league operations, supporting coaches and parents, and ensuring that every child experiences the joy and camaraderie of America's pastime; and*

WHEREAS, *his leadership has extended beyond the field—instilling values, building community spirit, and mentoring young athletes both in character and in competition; and*

WHEREAS, *the City of Rocklin recognizes the significant contributions Chris May has made to the development of youth sports and the lasting legacy he leaves through his service;*

NOW, THEREFORE, BE IT RESOLVED, *the City Council of the City of Rocklin does hereby recognize and commend Chris May for his outstanding leadership, dedication, and service as President of Rocklin Little League, and extends sincere appreciation on behalf of the entire Rocklin community.*

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

_____

Jill Gayaldo, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City of Rocklin, Pioneer Community Energy and Energy Mission Control dba FuSE Carbon Technologies Memorandum of Understanding

Date: August 26, 2025

Submitted By: Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin approving the Memorandum of Understanding between the City and Pioneer Community Energy for Low Carbon Fuel Standard program services to be administered by Energy Mission Control dba FuSE Carbon Technologies.

Background:
The Low Carbon Fuel Standard (LCFS) program is managed by the California Air Resources Board (CARB), and operates similarly to the Cap-and-Trade program in that some entities generate credits and some generate deficits based on the carbon intensity of their activities. LCFS is exclusive to transportation fuel emissions.

Entities that produce low, or no, carbon transportation fuels generate credits. Entities that produce transportation fuel emissions create a deficit. These credits have a floating value based on the program market dynamics. Entities with credits can sell them to entities that create emissions, and the selling party realizes the monetary value associated with the credits. The City is currently undertaking a Zero Emissions Vehicle study and transition plan. Over time, the City of Rocklin can potentially generate credits from City-owned electric vehicles (EV), EV charging infrastructure, electric forklifts, and other clean transportation elements.

At its April 17, 2025 Board Meeting, Pioneer Community Energy (Pioneer) approved an agreement between Pioneer and Mission Energy Control (dba FuSE) to provide LCFS program services to Pioneer. The agreement included the ability for member agencies to utilize FuSE services through a Memorandum of Understanding (MOU) with Pioneer. This MOU arrangement allows the City to leverage Pioneer's expertise in LCFS programs and Pioneer's publicly bid contract with FuSE to provide these services to Rocklin. Services will be provided at minimal cost and in a manner that would likely not be directly accessible to the City as a small player within the LCFS market.

To monetize its LCFS credits, the City must utilize a credit broker. FuSE is an approved credit broker contracted by Pioneer and other Community Choice Aggregators (CCAs) throughout California. FuSE supports Pioneer and other CCAs' efforts to monetize their LCFS credits produced primarily through EV charging stations. FuSE is a software-as-a-service (SaaS) company that designs, manages and executes electricity consumption data products and services for public agencies, larger companies, and other CCAs to buy and sell LCFS credits.

If the MOU is approved, CARB staff administering the LCFS credit program would work with FuSE and the City to inventory and track potential sources for credit. FuSE then would sell the credits on behalf of the City, and FuSE and Pioneer each retain 5% of the credit value. The balance of 90% would be returned to the City. Based on Pioneer's estimate, the City can generate anywhere between $784 and $6,782 per year depending on use of the City-owned publicly available EV chargers. The City currently receives no value for any generated LCFS credits because the City does not have a broker to sell the credits.

Fiscal Impact:

There is no impact to existing City revenues from this action. Any costs for administering the LCFS program are contingent on FuSE successfully selling the City's credits to market. Based on Pioneer's estimates, the City would net between approximately $705 and $6,104 in additional annual revenue from LCFS program participation. These funds can help offset some costs for future clean fleet or electric vehicle purchases or infrastructure installation.

ATTACHMENTS:
1. Resolution
2. MOU - Pioneer FuSE
3. Consultant Services Agreement
4. Clean Fleet Revenue Program

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY AND PIONEER COMMUNITY ENERGY FOR
LOW CARBON FUEL STANDARD PROGRAM SERVICES
TO BE ADMINISTERED BY ENERGY MISSION CONTROL
DBA FUSE CARBON TECHNOLOGIES

WHEREAS, Assembly Bill 32 created the Low Carbon Fuel Standard (LCFS) program managed by the California Air Resources Board (CARB); and

WHEREAS, under LCFS, entities that produce low, or no, carbon transportation fuels through eligible activities generate credits that can be sold into market by approved brokers; and

WHEREAS, under LCFS, entities that produce transportation fuel emissions create a deficit that must be offset through credit purchases creating a market incentive to reduce emissions and providing revenue for those low emissions entities; and

WHEREAS, the City of Rocklin is a member of Pioneer Community Energy ("Pioneer") and Pioneer as an expert in energy programs, specifically LCFS, has contracted with Energy Mission Contral dba FuSE Carbon Technologies ("FuSE") to administer LCFS programs on behalf of Pioneer and member agencies; and

WHEREAS, to access FuSE LCFS services, the City must enter into an MOU with Pioneer; and

WHEREAS, Pioneer's expertise and public procurement process provide the City with access to these services at minimal cost and in a manner that would likely not be directly accessible to the City as a small player in the LCFS market.

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

Section 1. The City Council of the City of Rocklin approves the MOU attached as Exhibit A.

Section 2. The City Council of the City of Rocklin authorizes the Mayor to execute the MOU attached as Exhibit A.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN PIONEER COMMUNITY ENERGY AND THE CITY OF ROCKLIN
FOR PARTICIPATION IN LOW CARBON FUEL STANDARD PROGRAM SERVICES BETWEEN FuSE CARBON TECHNOLOGIES AND PIONEER COMMUNITY ENERGY

This Memorandum of Understanding ("MOU") is made by and between Pioneer Community Energy, a California joint powers authority and community choice aggregator ("Pioneer"), and the City of Rocklin, a California municipal corporation and a general law city ("Partner") (each a "Party" and together the "Parties") to allow for Partner to utilize FuSE Carbon Technologies' services under the Consultant Services Agreement dated April 29, 2025 between Pioneer FuSE Carbon.

BACKGROUND

1. The Low Carbon Fuel Standard ("LCFS") is a program designed to reduce transportation greenhouse gas emissions, and is managed by the California Air Resources Board ("CARB"). LCFS creates a program marketplace where entities that produce energy credits may sell those credits to entities that produce energy deficits, *i.e.*, entities that generate greenhouse gas emissions. Entities produce energy credits in several ways, including by deploying zero emission vehicle infrastructure, in which case credits are based on the capacity and use of chargers. Sellers of LCFS credits may use a third-party broker to facilitate the transfer of credits in the LCFS marketplace.

2. On April 17, 2025, the Pioneer Community Energy Board adopted a resolution approving and authorizing Pioneer's Chief Executive Officer to execute an agreement with Energy Mission Control Corporation dba FuSE Carbon Technologies ("FuSE") as a third-party broker to facilitate trading energy credits. Section 26 of Pioneer's agreement with FuSE allows Pioneer's member agencies to participate in the LCFS marketplace through a memorandum of understanding associated with Pioneer's master agreement, if the member agency opts in.

3. Member agencies' participation in the program is entirely voluntary. To participate through Pioneer's agreement with FuSE, member agencies may execute a MOU between the member agency and Pioneer. Alternatively, member agencies may contract directly with FuSE or another third-party broker of their choice, or participate directly in the LCFS marketplace without a broker.

4. Partner has deployed zero emission vehicle infrastructure and wishes to sell generated energy credits from chargers in the LCFS marketplace.

5. As a member agency of Pioneer, Partner wishes to procure the services of FuSE to facilitate trading energy credits, and wishes to do so as an intended third-party beneficiary of the Consultant Services Agreement dated April 29, 2025, between Pioneer and FuSE (the "Master Agreement"), attached hereto as **Exhibit A** and incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

1. **Recitals.** The Background recitals are true and correct and incorporated by this reference.

2. **Opt-in.** Pursuant to Section 26 of the Master Agreement, Partner hereby requests the services of FuSE as a third-party broker to facilitate trading energy credits on the LCFS marketplace as provided by the Master Agreement. Upon full execution of this MOU, Pioneer shall transmit a copy of this MOU to FuSE.

3. **Intended Third Party Beneficiary.** The Parties acknowledge that Partner is an intended third-party beneficiary of the Master Agreement who shall receive the benefits of a "Partner," as defined in the Master Agreement, and may enforce the terms thereof against FuSE under California Civil Code section 1559.

    3.1 The Parties understand and agree that this MOU creates a separate contractual relationship between Partner and FuSE and to which Pioneer is not a party.

    3.2 This MOU does not create any new rights, duties, or relationships between Pioneer and FuSE or between Pioneer and Partner. This MOU does not extend, terminate, expand, reduce, modify, or otherwise affect any existing agreements or existing rights, duties, or relationships between Pioneer and FuSE or between Pioneer and Partner.

4. **Effective Date.** The Effective Date of this MOU is of the last date signed below by a Party representative.

5. **Term.** This MOU shall remain in place until the earlier of the following:

    5.1 Termination of the Master Agreement, written notice of which shall be provided promptly by Pioneer to Partner.

    5.2 Termination by Partner for any reason at any time upon thirty (30) calendar days' advance written notice to FuSE and Pioneer. In the event Partner shall give notice of termination, FuSE shall immediately cease rendering services upon receipt of such written notice. All Partner data, documents, objects, materials or other tangible things shall be returned to Partner upon the termination or expiration of this Agreement.

    5.3 Termination by FuSE upon thirty (30) working days' advance written notice to Partner and Pioneer. In the event of such termination, FuSE shall deliver copies

of all writings to Partner but shall be entitled to compensation provided in Section 17.A of the Master Agreement.

6. **Relationship of the Parties.**

6.1 This MOU does not create any employee, contractor, subcontractor, joint venturer, partner, representative, or agent relationship between the Parties, nor any other similar relationship between the Parties. Neither Party shall be, or shall be deemed to be, an employee, contractor, subcontractor, joint venturer, partner, representative, or agent of the other Party by virtue of this MOU. Neither Party may represent that it is, or that any of its officers, employees, subcontractors, subcontractors, or agents are, employees, contractors, subcontractors, joint venturers, partners, representatives, or agents of the other Party by virtue of this MOU, or that they have the power to bind or commit the other Party by virtue of this MOU.

6.2 Each Party is solely responsible for the acts and omissions of its officers, employees, subcontractors, subcontractors, and agents. Neither Party nor either Party's officers, employees, subcontractors, subcontractors, or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits, pursuant to this MOU.

6.3 Neither Party shall have any authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent by virtue of this MOU. Neither Party shall have authority, express or implied pursuant to this MOU to incur any debt, obligation, or liability on behalf of the other Party or to otherwise bind the other Party to any obligation whatsoever.

7. **Indemnification.** Each Party shall indemnify and hold the other Party harmless against all actions, claims, demands, and liabilities, and against all losses, damages, costs, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claims, demands, liabilities, losses, damages, costs, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of any Party. The obligations under this Section shall survive the termination of the Agreement.

8. **Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the Parties.

9. **No Assignment.** Neither Party may assign its rights and obligations under this MOU except upon prior written approval of the other Party, which approval shall be solely in the discretion of the other Party.

10. **Entirety of Agreement; Alteration.** This MOU contains the entire agreement of Pioneer and Partner with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this MOU, shall be binding or valid. No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by all parties.

11. **Conflicts of Interest.**

11.1 Partner represents that it has no known relationships with third parties, Pioneer Board members, or employees of Pioneer which would (1) present a conflict of interest with the rendering of services under this MOU under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Partner from performing the terms of this MOU, or (3) present a significant opportunity for the disclosure of confidential information. Partner certifies that no official or employee of Pioneer, nor any business entity in which an official of Pioneer has an interest, has been employed or retained to solicit or aid in the procuring of this MOU. In addition, Partner agrees that no such person will be employed in the performance of this MOU without immediately notifying Pioneer.

11.2 Pioneer represents that it has no known relationships with third parties, members of Partner's governing body, or employees of Partner which would (1) present a conflict of interest with the rendering of services under this MOU under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Pioneer from performing the terms of this MOU, or (3) present a significant opportunity for the disclosure of confidential information. Pioneer certifies that no official or employee of Partner, nor any business entity in which an official of Partner has an interest, has been employed or retained to solicit or aid in the procuring of this MOU. In addition, Pioneer agrees that no such person will be employed in the performance of this MOU without immediately notifying Partner.

12. **Governing Law.** This MOU is executed and intended to be performed in the State of California, and the laws of California shall govern its interpretation and effect. Any legal proceedings on this MOU shall be brought under the jurisdiction of the Superior Court of County of Placer, State of California, and Partner hereby expressly waives those provisions in California Code of Civil Procedure section 394 that may have allowed it to transfer venue to another jurisdiction.

13. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this MOU, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

14. **Notifications.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

PIONEER COMMUNITY ENERGY:	PARTNER:
Pioneer Community Energy	The City of Rocklin
Attn: Eric Acedo	Office of the City Manager
2510 Warren Drive Suite B	3970 Rocklin Road
Rocklin, CA 95677	Rocklin, CA 95677
Finance@pioneercommunityenergy.org	alyz@rocklin.ca.us
Phone: (916) 758-8943	Phone: (916) 625-5563

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

15. **Severability.** Should any part, term or provision of this MOU be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

16. **No Presumption Against Drafter.** Each Party had an opportunity to consult with an attorney in reviewing and drafting this MOU. Any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting.

17. **Counterparts; Electronic Signatures.** This MOU may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The Parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (*e.g.*, via pdf) of an original signature, or a digital signature.

Signatures follow on next page

Executed as follows:

"PIONEER"	**"PARTNER"**
Pioneer Community Energy	City of Rocklin
By:_____	By:_____
Donald Eckert, Chief Executive Officer	Jill Gayaldo, Mayor
Date:_____	Date:_____
Attest:	**Attest:**
By:_____	By:_____
Teresa Willock, Board Clerk	Avinta Singh, City Clerk
Date:_____	Date:_____
Approved as to form:	**Approved as to form:**
By:_____	By:_____
David J. Ruderman, General Counsel	Matthew McOmber, City Attorney
Date:_____	Date:_____

Exhibit A

Consultant Service Agreement Between FuSE and Pioneer

Administering Agency: Pioneer Community Energy

Contract No. _____

Contract Description: _____

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Rocklin, California, as of April 29, 2025 (the "Effective Date"), by and between Pioneer Community Energy, (""Pioneer""), and **Energy Mission Control dba FuSE Carbon Technologies** ("Consultant"), who agree as follows:

1. **Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in **Exhibit A**. Consultant shall provide said services at the time, place, and in the manner specified in **Exhibit A**. Pioneer shall have the right to request, in writing, changes in the scope of services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. Consultant shall not be reimbursed for any expenses incurred for work performed outside the scope of services in **Exhibit A** unless prior written approval is given by Pioneer through a fully executed written amendment.

2. **Payment**. Pioneer shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to Pioneer in the manner specified therein, or, if no manner be specified, then according to the usual and customary procedures which Consultant uses for billing clients similar to Pioneer. Pioneer shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Pioneer is satisfied that the services are satisfactory.

3. **Facilities, Equipment and Other Materials, and Obligations of Pioneer**. Unless otherwise specified in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

4. **Consultant's Representations**. Consultant represents that it is fully qualified to perform the services described in **Exhibit A** by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions in this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Pioneer shall not operate as a waiver or release. Consultant shall indemnify and hold harmless Pioneer, its officers, agents, employees and volunteers from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant's failure to so perform.

5. **Exhibits**. All exhibits referred to herein will be attached hereto and by this reference incorporated herein. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail.

6. **Time for Performance**. Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

7. '**Licenses, Permits, Etc**. Consultant represents and warrants to Pioneer that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to Pioneer that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

8. **Time**. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Hold Harmless and Indemnification Agreement**. At all times during the performance of this agreement, Consultant agrees to protect, defend, and indemnify Pioneer in accordance with the provisions contained in Exhibit D.

10. **Insurance**. Consultant shall file with Pioneer concurrently herewith a Certificate of Insurance, in companies acceptable to Pioneer, with a Best's Rating of no less than A-:VII, for the coverage shown in Exhibit D. All costs of complying with these insurance requirements shall be included in Consultant's fee(s). These costs shall not be a "reimbursable" expense under any circumstances.

11. **Relationship of Parties**.

    A. Consultant is, and shall at all times remain as to Pioneer, a wholly independent contractor. Pioneer shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. Pioneer shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

    B. Except as Pioneer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Pioneer in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to incur any debt, obligation, or liability on behalf of Pioneer or to otherwise bind Pioneer to any obligation whatsoever. Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of Pioneer or that it or they have the power to bind or commit Pioneer.

    C. Neither Pioneer nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Pioneer.

12. **Assignment Prohibited**. Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of Pioneer, said approval to be in the sole discretion of Pioneer. Except as otherwise provided herein, Consultant shall not subcontract any services to be performed without amending this Agreement. Consultant shall be responsible to Pioneer for all services to be performed under this Agreement.

13. **Personnel**.

A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Pioneer, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from Pioneer of the desire of Pioneer for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this Agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Consultant without the prior written consent of Pioneer shall be grounds for termination of the Agreement by Pioneer, and payment shall be made pursuant to Section 17 (Termination) of this Agreement only for that work performed by Project Team members.

C. Pioneer shall pay Consultant for work performed by its subconsultants, if any, only as set forth in **Exhibit B**. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. Pioneer shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

14. **Notification of Organizational Changes**. Consultant shall notify Pioneer, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

15. **Standard of Performance**. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to Pioneer pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090, and the Political Reform Act (Government Code § 81000 et seq.).

16. **Prevailing Wages**. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including, but not limited to, the design and preconstruction phases of a covered public works project. This Agreement is subject to the Prevailing Wage Laws for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement. Consultant shall defend, indemnify, and hold Pioneer, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

17. **Termination**.

A. Pioneer shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event Pioneer shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event Pioneer shall terminate this Agreement:

1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, digital original and copies, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2) Pioneer shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

3) Pioneer shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by Pioneer as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in **Exhibit B**, and further provided, however, Pioneer shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to Pioneer such financial information as in the judgment of Pioneer is necessary to determine the reasonable value of the services rendered by Consultant. Pioneer shall have the benefit of such work as may have been completed up to the time of such termination. The foregoing is cumulative and does not affect any right or remedy, which Pioneer may have in law or equity.

4) Notwithstanding the foregoing, should Consultant fail to perform any of its obligations hereunder within the time and in the manner provided or otherwise violate any of the terms of this Agreement, Consultant shall be compensated as above, provided there shall be deducted from such amount the amount of damage if any, sustained by Pioneer by virtue of Consultant's breach of this Agreement.

B. Consultant may terminate its services under this Agreement upon thirty (30) working days' advance written notice to Pioneer. In the event of such termination, Consultant shall deliver copies of all writings to Pioneer and shall be entitled to compensation as set forth above. Pioneer shall have the benefit of such work as may have been completed up to the time of such termination

18. **Contract Term.** This Agreement shall remain in place until the Scope of Services described in Exhibit A is completed, or until terminated pursuant to Section 17 of this Agreement.

19. **Non-Discrimination**. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

20. **Records**. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to Pioneer for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this

Agreement, and Pioneer shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until Pioneer is satisfied that work of such value has been rendered pursuant to this agreement. However, Pioneer shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Pioneer or as part of any audit of Pioneer, for a period of three (3) years after final payment under this Agreement.

21. **Ownership of Information**. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of Pioneer, and Consultant agrees to deliver reproducible copies of such documents to Pioneer on completion of the services hereunder. No such written products shall be the subject of a copyright application by Consultant.

22. **Waiver**. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by Pioneer or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

23. **Conflict of Interest**. Consultant represents that it has no known relationships with third parties, Pioneer Board members, or employees of Pioneer which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information. Consultant certifies that no official or employee of Pioneer, nor any business entity in which an official of Pioneer has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Consultant agrees that no such person will be employed in the performance of this Agreement without immediately notifying Pioneer.

24. **Campaign Contributions**. This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed Pioneer official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, **Exhibit E**, to Pioneer prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.

25. **Entirety of Agreement**. This Agreement contains the entire agreement of Pioneer and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

26. **Use by Member Agencies.** Consultant acknowledges and agrees that Pioneer Community Energy's member agencies may procure services under this Agreement under the same terms and conditions set forth herein. Each member agency shall be considered a separate entity with regard to its obligations and the obligations of Consultant to that member agency. Consultant shall extend services to such agencies upon written request of the member agency. Upon such written request, member agencies shall be considered "Partners" under Exhibits A and B. Consultant further

acknowledges and agrees that this section shall apply to agencies that become Pioneer member agencies after the execution of this Agreement.

27. **Alteration**. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. **Governing Law & Venue**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this Agreement shall be brought under the jurisdiction of the Superior Court of County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

29. **Attorneys' Fees**. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

30. **Notification**. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

PIONEER COMMUNITY ENERGY:	CONSULTANT:
Pioneer Community Energy	FuSE Carbon Technologies
Attn: Eric Acedo	Attn: Miguel Delgadillo
2510 Warren Drive Suite B	801 K Street, Suite 2700
Rocklin, CA 95677	Sacramento, CA 95814
Finance@pioneercommunityenergy.org	miguel@usefuse.com
Phone: (916) 758-8943	Phone: (916) 695-5868

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

31. **Multiple Phase Projects**. Pursuant to Government Code section 1097.6, Consultant's duties and services under this Agreement shall not include preparing or assisting Pioneer with any portion of the Pioneer's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with Pioneer. Pioneer shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Pioneer to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant, if any, pursuant to this Agreement.

32. **Remedies Non-Exclusive**. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not

preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

33. **Confidentiality**. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by Pioneer. Pioneer shall grant such consent if disclosure is legally required. All Pioneer data shall be returned to Pioneer upon the termination or expiration of this Agreement.

34. **Successors & Third-Party Beneficiaries**. This Agreement shall be binding on the successors and assigns of the parties. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

35. **Severability**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

36. **No Presumption Against Drafter**. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

37. **Counterparts; Electronic Signatures**. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

Executed as of the day first above stated:

PIONEER COMMUNITY ENERGY

By: E-SIGNED by Donald Eckert on 2025-04-29 15:45:06 PDT

Printed Name/Title: Donald Eckert / Chief Executive Officer

Approved as to Form – General Counsel:

By: E-SIGNED by David Ruderman on 2025-04-29 14:35:37 PDT

Printed Name/Title: David Ruderman / General Counsel

FuSE Carbon Technologies

By: E-SIGNED by Todd Trauman on 2025-04-28 16:16:45 PDT

Name: Todd Trauman

Title: CEO

By:* E-SIGNED by Timothy Krebs on 2025-04-28 16:39:41 PDT

Name: Timothy Krebs

Title: CFO

**If Consultant is a corporation, this agreement must be signed by two corporate officers: (1) the chairperson, president, or any vice president; and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. (Civ. Code § 313.), unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

Exhibits

A. Scope of Services
B. Payment for Services Rendered
C. Facilities, Equipment and Other Obligations of Pioneer
D. Hold Harmless Agreement and Insurance Requirements
E. Campaign Contribution Disclosure Form

EXHIBIT A

SCOPE OF SERVICES

All services listed below are provided for the single fee percentage outlined in Exhibit B. - Payment for Services Rendered,

In addition to FuSE services, Partners will have access to view and edit their facilities and equipment information, as well as their reported energy consumption and incentive history, through their dedicated customer portal within the FuSE Platform.

1. Scope of Services

FuSE shall be responsible for overseeing the development, management, and administration of the Low Carbon Fuel Standard (LCFS) program, including but not limited to the following:

2. LCFS Credit Management

2.1. FuSE shall develop and implement standard operating procedures and reporting templates for LCFS credits generated by the program.

2.2. FuSE shall register all sales information in the CARB-LRT-CBTS system in compliance with California Air Resources Board (CARB) regulations.

3. Compliance and Reporting

3.1. FuSE shall prepare and submit Fast Charging Infrastructure (FCI) applications for eligible direct current fast charging (DCFC) network locations.

3.2. FuSE shall identify and document all available credit generation opportunities by conducting a comprehensive review of fleet assets, including but not limited to:

a) DCFC and Level 2 charging infrastructure for on-road assets (Class 1-8);
b) Electric material handling equipment; and
c) Any other relevant assets as applicable.

3.3. FuSE shall identify and report any data deficiencies or irregularities that must be addressed to maintain LCFS compliance.

4. Renewable Energy Credit (REC) Retirement

4.1. FuSE shall provide CARB with all necessary REC retirement documentation to secure LCFS credits on an ongoing basis, including:

a) Obtaining WREGIS REC retirement documentation on a quarterly basis; and
b) Submitting WREGIS REC retirement documentation to the LRT-CBTS per CARB's quarterly reporting schedule.

5. Regulatory Engagement and Compliance

5.1. FuSE shall monitor all relevant developments in the LCFS program, regulatory updates, and emerging opportunities and shall provide timely updates.

5.2. FuSE shall attend all CARB workshops and rulemaking meetings and formally report on any influential regulatory proposals affecting LCFS.

5.3. FuSE shall coordinate and manage all audits conducted by CARB for LCFS compliance.

5.4. FuSE shall ensure adherence to all market rules and compliance obligations promulgated under Assembly Bill 32 or any subsequent legislation.

6. Financial Management and Transparency

6.1. FuSE shall provide quarterly cumulative accounting of LCFS credit balances.

6.2. FuSE shall manage the sale of LCFS credits and handle all necessary interactions with the California LCFS marketplace.

6.3. FuSE shall ensure full transparency regarding credit generation and sales data.

6.4. FuSE shall transfer credit sales revenue, minus commission, on a quarterly basis.

7. Third-Party Verification Management

7.1. FuSE shall manage all third-party verification requirements if mandated by CARB, ensuring compliance with applicable regulations and maintaining the integrity of the LCFS crediting process.

8. Infrastructure and Data Management

8.1. FuSE shall maintain an auditable "paper trail" and submit to audits as required.

8.2. FuSE shall ensure that all deadlines related to LCFS compliance and credit reporting are met.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Fee Structure

FuSE will retain a commission equal to ten percent (10%) of all Credits generated by Partner, or from Partner-related products or facilities, as a result of Services performed by or on behalf of FuSE during the term of this Agreement.

Credits refer to the units of measure used for determining a regulated entity's compliance with the average carbon intensity requirements in the following programs:

- California Code of Regulations Title 17 Sections 95486

Credits are denominated in metric tons of carbon dioxide equivalent (CO2e) and are calculated per the regulatory frameworks above.

FuSE agrees to revenue share fifty percent (50%) of the 10% commission with Pioneer Community Energy for any Credits generated by its member agencies as a result of Services performed by or on behalf of FuSE.

FuSE may cover and recoup any registration fees charged by government agencies for participation in the aforementioned programs.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF PIONEER

NOT APPLICABLE

EXHIBIT D

HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

A. To the fullest extent permitted by law, CONSULTANT hereby agrees to protect, defend, indemnify, and hold PIONEER free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, reasonable attorneys' fees for counsel of Pioneer's choice, expert fees, and all other expenses incurred by PIONEER arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to any real or personal property (including employees or property of PIONEER) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement, CONSULTANT's performance under this Agreement, or CONSULTANT'S failure to comply with any provision in this Agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PIONEER or to enlarge in any way the CONSULTANT's liability but is intended solely to provide for indemnification of PIONEER from liability for damages or injuries to third persons or property arising from CONSULTANT's performance pursuant to this Agreement. PIONEER's right to indemnity under this Agreement shall arise immediately upon the occurrence of the event giving rise to the indemnified liability. PIONEER shall be entitled to a defense under this Agreement immediately upon the institution of a claim or action that is covered by this indemnity, even though liability for said claim or action has not yet been determined at the time the duty to defend the PIONEER hereunder has arisen. CONSULTANT shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent. CONSULTANT shall not be required to indemnify PIONEER for such loss or damage as is caused by the active negligence, sole negligence, or willful misconduct of PIONEER.

B. As used in this section, the term PIONEER means Pioneer or its officers, agents, employees, and volunteers.The term CONSULTANT means Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement.

C. The obligations of CONSULTANT set forth herein are not limited by the provisions of any workers' compensation or similar statute. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to PIONEER.

D. PIONEER does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. CONSULTANT's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

E. PIONEER may request a deposit for defense costs from CONSULTANT with respect to a claim. If PIONEER requests a defense deposit, CONSULTANT shall provide it within 15 days of the request.

F. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here from each and every subconsultant or any other person or entity involved in the performance of this Agreement on CONSULTANT's behalf.

2. INSURANCE:

CONSULTANT shall file with PIONEER concurrently herewith a Certificate of Insurance, in companies acceptable to PIONEER, with a Best's Rating of no less than A-:VII showing, and complete, certified copies of all required insurance policies, including endorsements affecting the coverage for all policies required by this Agreement. CONSULTANT shall require all of its subcontractors, subconsultants, and other agents to do the same. Approval of the insurance by PIONEER shall not relieve or decrease any liability of CONSULTANT.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

- Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to Pioneer Community Energy".

- Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Pioneer, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

- CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with Pioneer upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. One of the following forms is required:

(1) Comprehensive General Liability; or
(2) Commercial General Liability (Occurrence).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→ Two million dollars ($2,000,000) each occurrence
→ Four million dollars ($4,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→Two million dollars ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
→Two million dollars ($2,000,000) for Products-Completed Operations
→Four million dollars ($4,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the Effective Date of the Agreement or the beginning of work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, shall be endorsed with the following specific language:

A. "Pioneer Community Energy, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to Pioneer Community Energy with respect to any insurance or self-insurance programs maintained by Pioneer Community Energy and no insurance held or owned by Pioneer Community Energy shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to Pioneer Community Energy."

All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf.

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars ($2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).

7. PROFESSIONAL LIABILITY INSURANCE:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000 per occurrence and $2,000,000 aggregate.

The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the Effective Date of the Agreement or commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event CONSULTANT's policy is a "claims made" policy only covering those claims made during the policy period, then CONSULTANT agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.

8. PRIVACY AND CYBERSECURITY LIABILITY INSURANCE:

Privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs of at least $5,000,000 US per occurrence.

9. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against PIONEER and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage - CONSULTANT shall furnish Pioneer with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Pioneer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. Pioneer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement. In the event any policy is canceled prior to the completion of the Agreement and CONSULTANT does not furnish a new certificate of insurance prior to cancellation, PIONEER has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due CONSULTANT under this Agreement.

Subrogation – CONSULTANT hereby waives all rights of subrogation against PIONEER. CONSULTANT shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

Report of Claims – CONSULTANT shall report to PIONEER, in addition to CONSULTANT's insurer, any and all insurance claims submitted to CONSULTANT's insurer in connection with the services under this Agreement.

Premium Payments and Deductibles - CONSULTANT must disclose all deductibles and self-insured retention amounts to PIONEER. PIONEER may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, PIONEER must approve all such amounts prior to execution of this Agreement.

PIONEER has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. CONSULTANT shall be responsible for all premiums and deductibles in all of CONSULTANT's insurance policies. The amount of deductibles for insurance coverage required herein are subject to PIONEER's approval.

Duty to Defend and Indemnify – CONSULTANT's duties to defend and indemnify PIONEER under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement.

EXHIBIT E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Local governments are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to Pioneer with your application.

No Pioneer Board member or other Pioneer official shall accept, solicit, or direct a campaign contribution of more than $500 from any party[1] financial interested participant,[2] or agent[3] for 12 months after the Pioneer approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a Pioneer proceeding shall disclose on the record of the proceeding any campaign contribution of more than $500 by a party or agent to any Pioneer member or other Pioneer official during the preceding 12 months. No party to or participant in a Pioneer proceeding, shall make a contribution of more than $500 to a Pioneer Board member or other Pioneer official during a proceeding and for 12 months after the Pioneer approves a contract. No agent to a party or participant shall make a contribution in any amount to a Pioneer board member or other Pioneer official during the preceding 12 months following the date a final decision is rendered by Pioneer.

A Pioneer Board member or other Pioneer official who received a campaign contribution of more than $500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, , he or she may participate in the proceeding.

[1] "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

[2] "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

[3] "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed

To determine whether you or your agent made a campaign contribution of more than $500 to a Pioneer Board member or other Pioneer official within the preceding 12 months, you must aggregate all such contributions.

Names of current Pioneer Board members and other Pioneer officials are available on Pioneer's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the Pioneer Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

□ License
□ Lease
□ Permit
□ Franchise
X Other Contract
□ Other Entitlement

Name and address of any party, participant, or agent, who has contributed more than $500 to any Pioneer Board Member or other Pioneer official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount $ _____

Date _____ Amount $ _____

(c) Name of Pioneer Board member or other Pioneer official to whom contribution was made:

1. _____
2. _____
3. _____

(d) X Check here If no contributions have been made to any Board member or other Pioneer official in the preceding 12 months.

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name T o d d T r a u m n a n

Signature Todd Trauman

corporation is a party to a proceeding, the majority shareholder is subject to these provisions.	Date 4/29/2025 Phone 530-305-7880

PIONEER COMMUNITY ENERGY

FuSE

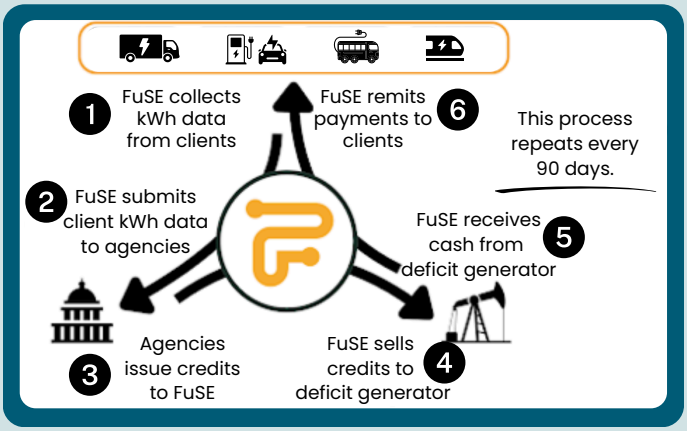
Clean Fleet Revenue Program

Local governments face unique challenges, as California's emission goal requires a 60% reduction in average carbon intensity by 2030. Through an innovative partnership, Pioneer members can benefit from emission reduction efforts by monetizing credits from their clean fleet efforts and carbon intensity score.

WHAT IS THE CLEAN FLEET REVENUE PROGRAM?

Pioneer is partnering with FuSE to help member agencies realize the benefits of California's Low Carbon Fuel Standard (LCFS) program and advance zero-emission goals.

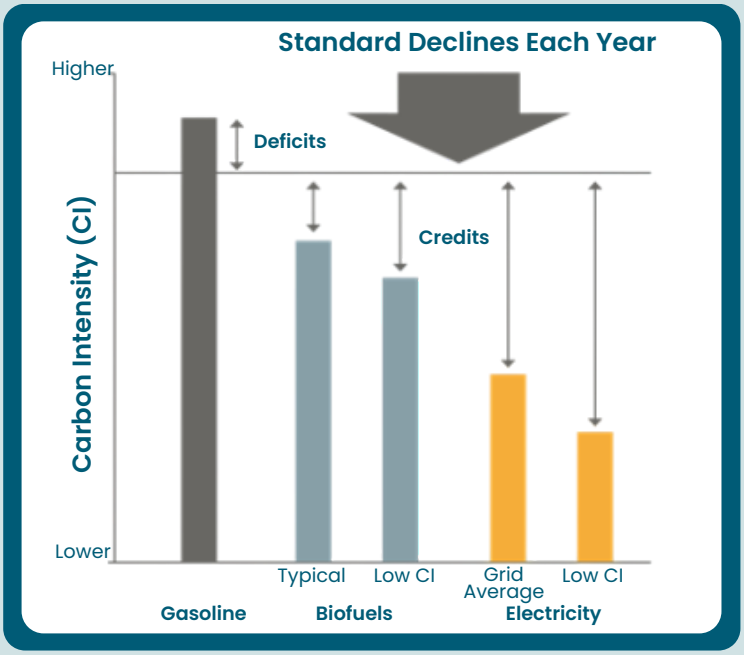
FuSE facilitates participation in the state's LCFS program for owners and operators of clean fleet vehicles and equipment, working closely with member agency staff to minimize administrative burden and provide visibility into electric fleets.



WHAT ARE THE BENEFITS?

The Clean Fleet Revenue Program is easy! It allows Pioneer's member agencies to generate revenue from sources that were previously not being utilized. Member agencies can sell the credits their EV chargers create and receive the earnings from the sale to offset other costs, such as electricity bills, or other EV initiatives.

Members incur no out-of-pocket costs. FuSE's service fees are deducted when payments are remitted back to them every 90 days. Member agencies on Green100 receive more for their credits by powering their chargers with 100% renewable electricity.



HOW DOES IT WORK?

The LCFS program benchmarks are expressed in terms of "carbon intensity" (CI) of gasoline and diesel fuel and their respective substitutes. Low carbon fuels below the benchmark generate credits, while fuels above the CI benchmark generate deficits.

Eligible equipment includes electric cargo handling equipment as well as on- and off-road battery electric equipment.

Read more to learn how easy it is to get started!

PIONEER COMMUNITY ENERGY

FuSE

Program Onboard Process



Getting started with the Clean Fleet Revenue Program

To get started, contact Pioneer's program manager, Paige Garcia, who will get you in touch with FuSE:

Paige Garcia - Program Manager
(916) 758-8949
PaigeG@PioneerCommunityEnergy.org

1 Data Collection

Member agency staff provides FuSE the following information for each EV charger:

- Street address of the charging stations
- Charger manufacturer names
- Charger serial numbers
- Charger connector type
- Latitude and longitude (must be six decimal places & be unique per serial number unless dual pedestal)
- Expected EV charging type (Light- or heavy-duty)

2 Registration with CARB

FuSE registers the EV chargers with the California Air Resources Board (CARB) as Fuel Supply Equipment (FSE) under the Low Carbon Fuel Standard (LCFS) program.

3 Data Uploaded to Client FuSE Portal

All facilities and assets will be viewable by member in FuSE portal. Incentive statements will also be accessible in the portal.

4 Energy Consumption Reporting

Member shares energy consumption data for each registered charger. FuSE submits the report to CARB.

5 REC Procurement

To maximize credit value, FuSE procures Renewable Energy Certificates (RECs) that align with the chargers' energy usage, ensuring the electricity matches eligible renewable sources.

6 Credit Submission & Minting

FuSE compiles and submits all required documentation to CARB. Upon approval, LCFS credits are minted based on the verified energy usage and REC pairing.

7 Credit Monetization & Payment

FuSE transacts the minted credits on Pioneer member's behalf. Once the credits are sold, FuSE remits payment, completing the cycle.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Response to 2024-25 Grand Jury Report: Conflict of Interest Code, Form 700, Ethics Training Compliance

Date: August 26, 2025

Submitted By: Elizabeth Sorg, Assistant to the City Manager
Aly Zimmermann, City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Mayor to Execute the Response to the 2024-25 Grand Jury Final Report on Behalf of the City of Rocklin.

Background:
On June 30, 2025, the Placer County Grand Jury issued its 2024-25 Final Report, including a report titled "Conflict of Interest Code, Form 700, Ethics Training Compliance." The report included eighteen findings (18) and six (6) recommendations. Pursuant to California Penal Code § 933.05, the Placer County Grand Jury requires a response from Mayor Jill Gayaldo to findings F8, F10, F17, F18 and recommendations R1, R2, R3, R5, and R6. Staff have prepared the required response (Attachment 2) to the Final Report (Attachment 3). The response is due by September 1, 2025.

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

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

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Response to Grand Jury Report
3. 2024-2025 Final Grand Jury Report - Conflict of Interest Code, Form 700, Ethics Training Compliance.pdf

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE MAYOR TO EXECUTE THE RESPONSE
TO THE 2024-25 GRAND JURY FINAL REPORT
ON BEHALF OF THE CITY OF ROCKLIN

WHEREAS, on June 30, 2025, the Placer County Grand Jury issued a final report entitled “Conflict of Interest Code, Form 700, Ethics Training Compliance”; and

WHEREAS, the report included eighteen (18) findings and six (6) recommendations, based on the Grand Jury’s investigations, as required by law; and

WHEREAS, of the eighteen (18) findings and six (6) recommendations, the Rocklin City Council was directed to provide a response to findings F8, F10, F17, F18 and recommendations R1, R2, R3, R5, and R6 only; and

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

WHEREAS, the response to the 2024-25 Grand Jury Final Report attached as exhibit A to this Resolution, has been reviewed by the City Council.

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

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

Section 2. The City Council of the City of Rocklin resolves that the Mayor is hereby authorized to execute the response to the 2024-25 Grand Jury Final Report on behalf of the City of Rocklin.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

ATTEST: _____
Jill Gayaldo, Mayor

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

August 26, 2025

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

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

Bob Peterson
Foreperson
2024-2025 Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

RE: Response to 2024-2025 Grand Jury Final Report, Conflict of Interest Code, Form 700, Ethics Training Compliance

Dear Honorable Judge Pineschi, Honorable Trisha Hirashima, and Placer County Grand Jury:

We would like to thank the Placer County Grand Jury for your dedication to the citizens of Placer County. We hereby submit our response to the 2024-2025 Grand Jury Final Report: Conflict of Interest Code, Form 700, Ethics Training Compliance

Report Title: Conflict of Interest Code, Form 700, Ethics Training Compliance
Report Date: Released to the public on July 9, 2025
Response By: Mayor Jill Gayaldo on behalf of City of Rocklin City Council

FINDINGS

The 2024-2025 Grand Jury Final Report: Conflict of Interest Code, Form 700, Ethics Training Compliance contains four (4) findings to which the Grand Jury has requested a response. Pursuant to Penal Code § 933(c), we provide the following responses to those findings "pertaining to matters under the control" of the City of Rocklin. For those findings that are not "pertaining to matters under the control" of the City of Rocklin, the response will note that.

We agree with the findings numbered: F8.

We disagree, in whole or in part, with the findings numbered: F10, F17, and F18.

F8: Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include Assembly Bill 1234 Ethics Training requirements in their conflict of interest codes.

Response to F8: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, we agree that the Conflict of Interest Code adopted October 22, 2024 via Resolution 2024-232 does not include Assembly Bill 1234 Ethics Trainings Requirements. The Conflict of Interest Code complies with applicable laws, rules, and regulations and is mandated by the Political Reform Act of 1974 which does not require the inclusion of Assembly Bill 1234 Ethics Trainings Requirements in the Conflict of Interest Code. The City of Rocklin does require that designated employees, Commissioners, and City Council members complete AB 1234 training in per City Council Resolution 2024-232 adopted October 22, 2024.

F10: Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include enforcement authority in their conflict of interest codes, leaving no defined consequences if a designated individual fails to timely file Form 700 or complete Assembly Bill 1234 Ethics Training.

Response to F10: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, we partially disagree with this finding. The Conflict of Interest Code Section 12. Violations describes the administrative, criminal, and civil sanctions that are provided under the Political Reform Act if designated employees violate the Conflict of Interest Code. Furthermore, the City's adopted Code of Ethics, adopted September 11, 2007 via Resolution 2007-279 states that the Mayor and Chairs of Boards and Commissions have the responsibility to intervene when actions appear to be in violation of the Code of Ethics. Additionally, the FPPC established rules and consequences for failure to timely file Form 700s.

F17: All local agencies' recordkeeping was difficult to review and often failed to contain the necessary information.

Response to F17: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, we fully disagree with this finding. The City of Rocklin uses two systems to monitor Assembly Bill 1234 Ethics Training and Form 700 filings: Vector Solutions and South Tech Hosting. The staff that administer these systems are familiar with their recordkeeping abilities and can pull reports with the information needed.

F18: A lack of enforcement authority within all local agencies led to failures to receive timely ethics training.

Response to F18: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, we fully disagree with this finding. The City has a sufficient online training system, Vector Solutions, that tracks when designated employees, Commissioners, and City Council Members are required to complete training. As of

writing this response, there are no designated individuals who are not compliant with their AB 1234 Ethics Training.

RECOMMENDATIONS

The 2024-2025 Grand Jury Final Report: Conflict of Interest Code, Form 700, Ethics Training Compliance contains five (5) recommendations to which the Grand Jury has requested a response. Pursuant to Penal Code § 933(c), we provide the following responses to those recommendations "pertaining to matters under the control" of the City of Rocklin. For those findings that are not "pertaining to matters under the control" of the City of Rocklin, the response will note that.

R1: Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify those positions who shall receive Assembly Bill 1234 Ethics Training pursuant to Government Code section 53234-53235.2 by October 1, 2025.

Response to R1: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, recommendation R1 will not be implemented. The list of positions and designated officials who shall complete ethics training is the same list as the positions and designated officials who must complete Form 700 filings. This list has been approved by the City Council on October 22, 2024 via Resolution 2024-232, therefore the recommendation has already been implemented with past practice.

R2: Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify the city clerk is the responsible official to administer the Assembly Bill 1234 Ethics Training program and function as the recordkeeper for ethics trainings records by October 1, 2025.

Response to R2: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, recommendation R2 will not be implemented. The Administrative Services Department is the responsible department to ensure that all City trainings are completed, including ethics training. Given that the City has a 100% completion rate for AB 1234 ethics trainings, the system currently in place is effective and we will not be implementing changes.

R3: Auburn, Colfax, Lincoln, Rocklin, and Roseville should specify in their conflict of interest code actionable enforcement authority against individuals who fail to timely file Form 700 and/or to timely receive Assembly Bill 1234 Ethics Training by October 1, 2025.

Response to R3: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, recommendation R3 will not be implemented. Filing Form 700 and completing AB 1234 Ethics Training is a job requirement for certain positions. Through the City's adopted Code of Ethics and the Personnel Rules, the City Manager is granted enough authority to enforce these requirements and pursue progressive discipline and other appropriate action for those that are out of compliance. For the designated elected and appointed officials, the City's Code of Ethics provides the Mayor and Chairs of boards and commissions the authority to intervene when fellow officials appear to be in violation

of the Code of Ethics. Further revising of the Conflict of Interest Policy is duplicative of the enforcement mechanisms that are already in place.

R5: Auburn, Colfax, Lincoln, Loomis, and Rocklin should create and maintain a database of all individuals required to receive Assembly Bill 1234 Ethics Training by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each individual required to receive ethics training, the date of hire or the date the position was assumed which required ethics training, the deadline for receiving ethics training (one year/two years), the date ethics training was received, and whether ethics training was timely. The training records should be maintained for five years.

Response to R5: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, recommendation R5 will not be implemented or has already been fully or partially implemented. The City already has software, Vector Solutions, that tracks the name of the individual to receive AB 1234 training, the date of hire, the deadline to complete training, the date the training was received, and whether the training was completed timely. The City is able to pull reports on AB 1234 Ethics Training to assess these items, and all designated staff and elected and appointed officials are current on their trainings. These records do not have an expiration and thus, are maintained for at least five years.

R6: Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should create a plan to increase oversight with a goal to achieve 100% timely Form 700 filings and ethics training, by November 1, 2025.

Response to R6: The City of Rocklin is unable to provide a response for the other agencies in the findings. However, as to the City of Rocklin only, recommendation R6 will not be implemented. The City's systems that we use for tracking compliance with Form 700 filings and ethics trainings provide reports to the administrators with enough information to ensure that everyone is in compliance with the requirements. Emails are sent out to supervisors, managers, and department directors for employees who are not in compliance. The existing Code of Ethics and Personnel Rules provide adequate authority to the City Manager, Mayor, and Chairs of boards and commissions to enforce the Form 700 and ethics trainings requirements.

We again would like to thank the 2024-25 Placer County Grand Jury for its report and service to the City of Rocklin.

Sincerely,

Jill Gayaldo

Mayor

City of Rocklin

Conflict of Interest Code, Form 700, Ethics Training Compliance

Are Cities in Placer County Compliant?

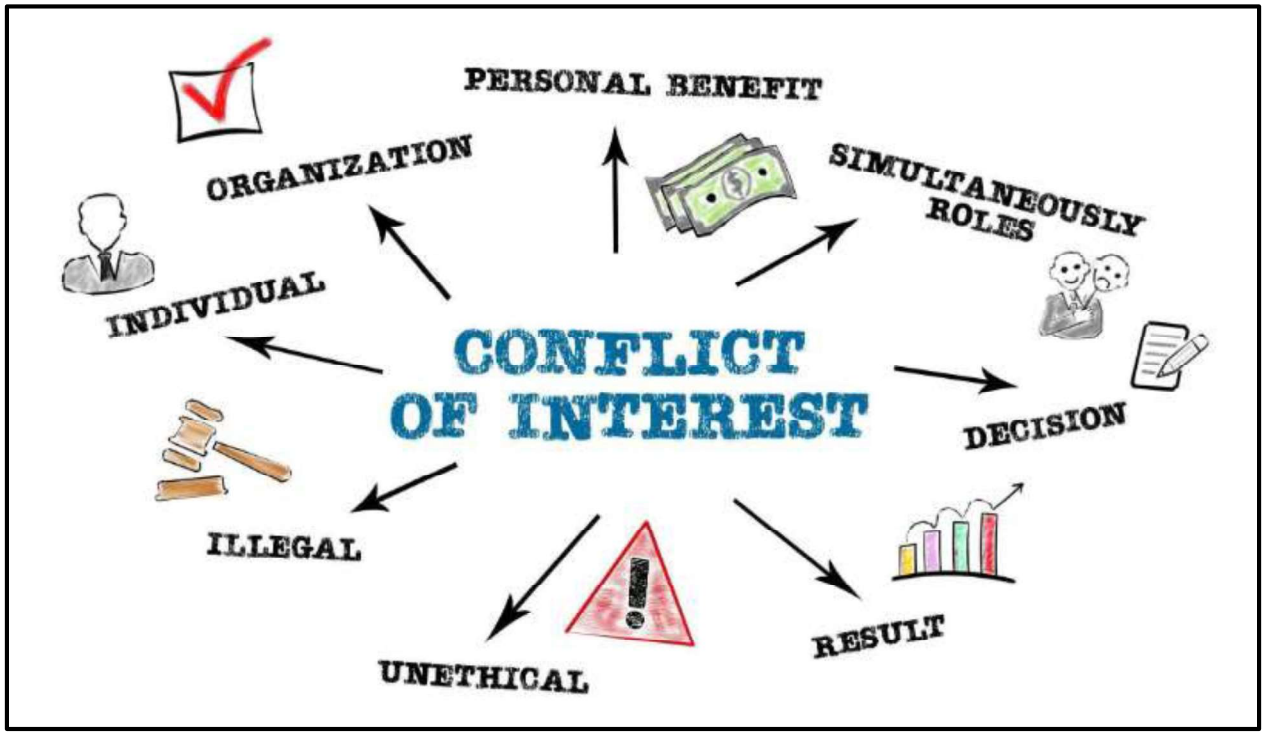


Photo Credit: San Diego State University website

Conflict of Interest Code, Form 700, Ethics Training Compliance
Are Cities in Placer County Compliant?

Summary

Good governance requires public officials to act in the best interests of their constituents rather than in their own. It is imperative the public trust their elected officials to act in an ethical manner. As a result, California law requires certain elected and appointed local agency officials, known as statutory filers, file a Statement of Economic Interests known as Form 700. California law also requires local public agencies to enact a Conflict of Interest Code. The Conflict of Interest Code requires certain officials, identified as designated filers, file Form 700. California law also requires certain officials complete ethics training.

Placer County Grand Jury investigated the five incorporated cities; Auburn, Colfax, Lincoln, Rocklin, and Roseville, and one incorporated town, Loomis, in Placer County to determine whether those local agencies enacted the necessary components of a Conflict of Interest Code, and whether the officials timely filed Form 700 and timely completed ethics training.

Collecting and compiling the data from local agencies which were investigated proved to be a difficult task for the Placer County Grand Jury. California law regarding Form 700 filings recently changed. In most cities, the city clerk was the filing officer responsible for all Form 700 filers. As of January 1, 2025, the state requires the statutory filers to e-file Form 700 directly with the Fair Political Practices Commission. City clerks now notify the individuals filers via email the filing date is upcoming, and when necessary, send out additional reminder emails of the upcoming deadlines. The responsibility for filing Form 700 is on the individual mandated by statute or designated by each city in its Conflict of Interest Code. If Form 700 is not filed in a timely manner the Fair Political Practices Commission can impose fines against the statutory filer for noncompliance. The designated filers continue to file with the city clerk. However, Placer County Grand Jury learned most local agencies do not have provisions in their Conflict of Interest Codes to enforce the filing of Form 700 or require ethics training.

Glossary

California Code of Regulations (CCR): Regulations adopted by state agencies pursuant to the Administrative Procedure Act. For purposes of this report, the state agency in question is the Fair Political Practices Commission.

California Government Code (GC): The sections of the GC applicable to this report include powers and duties extended by the State of California to cities and other agencies requiring ethics training for certain public officials (GC §§ 53234 – 53235.2) and prohibition of conflicts of interest by certain public officials (GC §§ 87100 – 91014).

Conflict of Interest Code (COIC): GC section 87300 requires local agencies to adopt a COIC which serves to identify those positions within the agency involving participation of decisions which may have a material effect on the person's financial interests, such as investments, interests in real property, and other sources of income.

Designated Filer: An official designated in a local agency COIC to file Form 700. These include certain employees, consultants, and appointed officials not identified in GC section 87200.

Ethics Training: GC sections 53234 – 53235.2 requires certain local officials receive ethics training for two hours every two years. This training is commonly referred to by its Assembly Bill, AB 1234. New hires, or those newly appointed to a position requiring ethics training, must receive training within one year.

Fair Political Practices Commission (FPPC): Created by the California Political Reform Act to administer and enforce governmental ethics law, as well as inform and assist public officials, employees, and candidates to comply with its provisions.

Form 700: Form 700 is a State of California document, known as a "Statement of Economic Interests", to be completed and filed by elected, appointed, designated employees and other individuals who perform work for the local agency and whose decisions may have a material effect on their financial interests. Form 700 filers are required to file their disclosures 30 days after assuming or leaving a position or office. In addition, there is an annual April 1st deadline for filing.

State of California Political Reform Act of 1974: This Act (GC §§ 87100-91014) and its amendments deal with ethics in state and local government service. Certain elected and appointed officials and employees must disclose their personal financial interests which may be affected by their decisions.

Statutory Filer: A local agency elected, or appointed official identified in GC section 87200 who is required to file Form 700. These include the mayor, city manager, city treasurer, chief administrative officer, city council members, public officials who manage public investments, and members of the planning commission. As of January 1, 2025, statutory filers must file Form 700 directly with the FPPC.

Background

There are three interrelated components which apply to this report. California Government Code (GC) section 87300 requires local agencies to enact a Conflict of Interest Code. Among other provisions, the COIC must designate local officials to file Form 700. Certain officials representing cities are now required by GC sections 87200 and 87500 to e-file their Form 700 directly with the Fair Political Practices Commission (FPPC). Further, GC sections 53235 and 53235.2 mandate local agencies require certain officials receive two hours of ethics training every two years and retain documentation evidencing compliance for a period of five years.

Auburn, Colfax, Lincoln, Rocklin and Roseville are cities. Loomis is an incorporated town. For purposes of compliance with Conflict of Interest Code/Form 700/Ethics Training, Loomis has the same responsibilities as a city and is treated as such. This report will refer to them collectively as "local agencies."

This report does not include information from other agencies such as the County of Placer, Special Districts, Joint Powers Authorities, or Municipal Advisory Commissions, as it is limited solely to the six local agencies listed above. It also excludes filings submitted by candidates for public office, any analysis of the information contained within the financial disclosures, and any other types of training which local agencies may be required to provide, including but not limited to, harassment prevention, discrimination awareness, environmental compliance, or OSHA safety regulations.

Methodology

Placer County Grand Jury (PCGJ) interviewed at least one representative from each of the six agencies in order to access compliance with Conflict of Interest Code (COIC)/Form 700/Ethics Training. During the interviews, PCGJ requested copies of each agency's COIC for the past five years and a list of the statutory and designated Form 700 filers, the date the filing was due, and the actual date filed for a period of five years. The person responsible for recordkeeping was also identified. The PCGJ also requested records from the previous five years of those who were required to receive ethics training, the date it was received, and whether the training was timely.

Numerous websites were accessed which included the FPPC, city, town and various applicable California code section websites. Eleven interviews were conducted with the local agencies.

Discussion

This section of the report will begin with a brief discussion of the COIC requirements. The local agencies will be compared as a group because the State of California requirements for COIC apply to all local agencies.

Following the COIC section, this report will address the efforts of each local agency to comply with state-mandated deadlines for Form 700 filings and ethics training.

Conflict of Interest Code (COIC)

Each local agency provided its current COIC, either upon request after an interview, or obtained by PCGJ from its website. GC section 87312 allows the FPPC to assist local agencies in drafting provisions for a COIC. This aid can be accessed via the FPPC website under the "Advice" heading.

The local agency must incorporate by reference the FPPC Model Conflict of Interest Code found in Title 2 CCR section 18730. The local agency's COIC shall designate those positions which are involved in decision making, which may have a material

effect on personal financial interests. The local agency code shall require those position holders to file Form 700 with the filing officer, usually the local agency clerk. Each local agency must conduct a biennial review every even numbered year to address any changes in circumstances, such as newly created positions. 2024 was the last even-numbered year in which a review should have been conducted. The next statutory review shall take place in 2026.

The COIC for each of the six local agencies is reflected in the table below. Most of the local agencies complied. PCGJ could not locate evidence Colfax conducted a biennial review of its COIC in 2024. None of the local agencies, except for Roseville, mandated AB 1234 ethics training in their respective COIC's.

City Conflict of Interest Reporting Summary
Does Current Code Include:

Location	Current Date	Model Code?	Biennial Review?	Designate Form Filers?	Filing Officer?	Ethics Training?
Auburn	2/12/2024	Yes	Yes	Yes	Yes	No
Colfax	8/6/2022*	Yes	Yes	Yes	Yes	No
Lincoln	6/11/2024	Yes	Yes	Yes	Yes	No
Loomis	8/13/2024	Yes	Yes	Yes	Yes	No
Rocklin	10/22/2024	Yes	Yes	Yes	Yes	No
Roseville	1/17/2024	Yes	Yes	Yes	Yes	Yes

* Does not include 2024

Form 700 and Ethics Training

The next section of this report will address the performance of the local agencies regarding the timeliness of Form 700 filings and ethics training. PCGJ was unable to craft a single table for the six local agencies regarding Form 700 filings or ethics training, as each local agency kept track of who filed and when in their own particular way. PCGJ will provide a table for each of those local agencies, if the information provided was sufficient to create a table. All Form 700 filings (assuming office, annual, and leaving office) are included in the filing year they were made.

Auburn
Form 700

Auburn submitted reports combining statutory filers with designated filers for filing years 2020-2024.



Photo Credit:Internet

Auburn Form 700 Filing Summary – All Filers			
Filing Year	**Timely**	**Untimely**	**Total**
4/2/2020 - 4/1/2021	28	3	31
4/2/2021 - 4/1/2022	34	4	38
4/2/2022 - 4/1/2023	38	7	45
4/2/2023 - 4/1/2024	47	3	50
4/2/2024 - 4/1/2025*	25	12	37
*Through 12/18/2024.			

Ethics Training

The ethics training program is currently facilitated by the Director of Human Resources. Auburn offers ethics training online through Vector Solutions, webinars and the FPPC training portal. Human Resources keeps a list of employees who have taken the training and tracks completion of the same through an internally generated spreadsheet. The City Clerk had previously scheduled an ethics training class in early 2024; however, the training was canceled, and no ethics training was scheduled for the remainder of the year.

Auburn produced forty-two certificates showing completion of ethics training for the period 2021 through 2024. Thirty-two of the certificates were from 2022. Since training is required every two years, cancellation of ethics training in 2024 meant Auburn did not comply with GC section 53235(b). PCGJ was unable to craft a meaningful chart showing ethics training by Auburn.

Colfax
Form 700

Statutory Filers

Colfax submitted copies of the computer-generated report bearing the FPPC logo for the statutory FPPC filers. The timeliness of the filings is listed in the table below.



Photo Credit: Internet

Designated Filers

Colfax did not produce a printout for those designated to file Form 700 like the FPPC printout for statutory filers. The list produced shows a total of twenty-three designated filings from 2020 through 2024. The list is not broken down on an annual basis. There is no deadline for filings on the list. Therefore, PCGJ is unable to determine whether those who assumed office and those who left office filed on time. Most of the annual filings appear to be on time. PCGJ cannot accurately assess the overall performance of those designated to be filed by the Colfax COIC.

Colfax Form 700 Filing Summary – All Filers			
Filing Year	**Timely**	**Untimely**	**Total**
Statutory Filers			
4/2/2020 – 4/1/2021	8	1	9
4/2/2021 – 4/1/2022	8	0	8
4/2/2022 – 4/1/2023	13	2	15
4/2/2023 – 4/1/2024	12	2	14
4/2/2024 – 4/1/2025*	4	1	5
Designated Filers	**Timely**	**Untimely**	**Total**
4/2/2020 – 1/29/2025	Insufficient Information		
*Through 1/29/2025.			

Ethics Training

The list provided by Colfax was similar to the list for the designated Form 700 filers. The list was not an annual report. There were no deadlines listed so it could not be determined whether the training was timely.

Colfax provided seventeen Certificates of Completion from nine different individuals who took ethics training from 2019 through 2024. Three individuals started ethics training but did not finish the two-hour course, and therefore did not receive certificates of completion. One official submitted an acknowledgement of training to Colfax showing two hours of training was received. Colfax contacted the vendor and was told the official did not complete the required two hours of training. Currently, one person is overdue for ethics training. Two other officials had five-year gaps between training sessions. Without any records showing date of hire or the deadline for receiving training, PCGJ could not create a table which would accurately access overall timeliness for those receiving ethics training on an annual basis.

Lincoln
Form 700

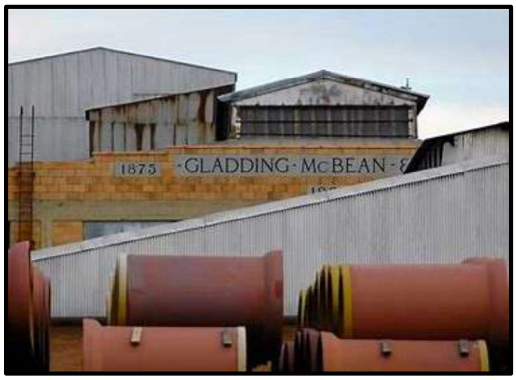


Photo Credit: Internet

Statutory Filers

The City of Lincoln produced statutory Form 700 filings for filing years 2019-2023. The FPPC filings provided by Lincoln show a total of thirty-two filings for nine different filers. All thirty-two were timely.

Designated Filers

The 2022 conflict of interest code listed forty-eight designated position holders to file Form 700 with the city clerk. The 2024 review determined no changes were needed. Some positions have multiple personnel, such as multi-member commissions, so the actual number of individuals may be higher.

Lincoln did produce a document entitled "Annual Statement of Economic Interest Form 700 2022 Distribution Log". The document refers to a distribution date of March 2, 2022. The document identifies twenty-eight designated filers. There were no entries for when, if ever, Form 700's were filed with the city clerk.

Lincoln Form 700 Filing Summary – All Filers			
Filing Year	**Timely**	**Untimely**	**Total**
Statutory Filers			
4/2/2019 - 4/1/2024	32	0	32
Designated Filers	**Timely**	**Untimely**	**Total**
Prior to 3/2/2022	Data Unavailable		
3/3/2022 - 2/28/2025	Data Unavailable		

Ethics Training

As part of its "Personnel Rules and Regulations" (PR&R) (dated October 25, 2022), Section 23 addresses "Conflicts of Interest". The purpose of the policy is to "establish guidelines for ethical standards of conduct which shall govern City employees in the performance of City business and the duties of their respective jobs" (Section 23.1). AB 1234 mandates certain local agency officials receive ethics training for two hours every two years, but there is no indication the Lincoln Personnel Rules and Regulations contain AB 1234 training requirements.

The current COIC designates approximately fifty-four positions to file Form 700. Lincoln believes a designated Form 700 filer does not need to receive ethics training.

Lincoln issues an Advisory Body Handbook (February 2021) to all advisory body members, which consists of non-employee appointed positions. Lincoln has determined "most of the city advisory bodies are solely advisory", and appointees need not file a Form 700. The Lincoln Planning Commission has "limited decision-making authority", and Lincoln concludes only members of the Planning Commission must file Form 700. Lincoln does require Planning Commission members receive state mandated AB 1234 ethics training.

While the Advisory Body Handbook states certain advisory bodies are solely advisory and need not file Form 700, GC section 53234(a) defines "legislative body" to have the same meaning as defined in GC section 54952. GC section 54952(b) provides "legislative body" includes "commission, committee, board, or other body of a local agency, "whether…decision making or advisory". In addition to the Planning Commission, the Lincoln website lists five other boards, commissions, or committees.

The PCGJ requested AB 1234 ethics training documents for the past five years. Lincoln submitted an undated AB 1234 Ethics Training log for Mayor, Mayor Pro Tem, Councilmembers, and Treasurer. Six officials are listed. One official is current for ethics training and the other five are overdue.

Lincoln submitted another document showing ethics training from 2020 to 2024. For the 2024 filing year, three city council members received ethics training. No other elected or appointed positions are documented to have received ethics training. No ethics training was shown to have been received in 2020-2024, although the document referred to in the paragraph above shows one certification in 2020 and one in 2022.

Loomis
Form 700

Statutory Filers

Loomis produced a document listing officials who filed Form 700 with the FPPC. It clearly states the name of the individual, the position held, the type of filing, the due date, and filed date. From this information, PCGJ was able to prepare a table showing the performance of Loomis.



Photo Credit: Internet

Designated Filers

Loomis produced a list of those who are designated to file Form 700 during the 2022-2023 filing year. Ten individuals were listed. The other four did not contain a due date or filing date. PCGJ cannot create a table on a yearly basis for designated Form 700 filers.

Loomis Form 700 Filing Summary – All Filers			
Filing Year	**Timely**	**Untimely**	**Total**
Statutory Filers			
4/2/2020 - 4/1/2021	15	0	15
4/2/2021 - 4/1/2022	14	1	15
4/2/2022 - 4/1/2023	13	1	14
4/2/2023 - 4/1/2024	17	6	23
Designated Filers	**Timely**	**Untimely**	**Total**
4/2/2020 - 4/1/2025	Insufficient Information		

Ethics Training

Loomis approved a Statement of Ethical Principles Applicable to Local Government on March 13, 1990. The Town of Loomis Employee Handbook (updated July 25, 2017) contains a provision advising all employees are to avoid financial interests which could put them in conflict with the interests of Loomis.

Loomis submitted thirty-nine certificates of completion of AB 1234 ethics training between 2020 and February 14, 2025. Loomis supplied a list of nineteen current personnel who have been designated to receive AB 1234 ethics training going back to 2022. Seventeen personnel received the training within the one-year time frame after assuming duties or within the ongoing two-year requirement. Two individuals did not receive the training within the time frame established by the state. The information was not provided on an annual basis so PCGJ could not create a table showing annual performance.

Rocklin
Form 700



Photo Credit: Internet

The Form 700 documents produced by Rocklin combined statutory and designated filers. For the 2021 to 2025 period, roughly 21% of the individuals required to file did not file timely, either when assuming office, submitting their annual filing, or when leaving office. The clerk's office is responsible for Form 700 filings.

Rocklin Form 700 Filing Summary – All Filers			
Filing Year	**Timely**	**Untimely**	**Total**
4/2/2021 - 4/1/2022	83	16	99
4/2/2022 - 4/1/2023	108	39	147
4/2/2023 - 4/1/2024	113	33	146
4/2/2024 - 4/1/2025*	63	11	74
*Through 2/7/2025			

Ethics Training

Administrative Services/Human Resources is responsible for ethics training in Rocklin. Revised Personnel Rules were adopted by Rocklin City Council Resolution No. 2024-024 on January 23, 2024. Section 206 refers to a "Code of Ethics and Conflict of Interest" policy. This section applies to all employees of Rocklin. Elected officials are not considered employees (Section 122). Rocklin identified individuals it required to take ethics training going back to 2021. All Form 700 designated filers are required to take ethics training.

In 2021, forty-nine designated personnel received ethics training at various times. It is unknown whether the training was received within the two-year time frame, because the records reviewed only go back to 2021.

In 2022, sixteen designated personnel received ethics training at various times. PCGJ was unable to determine whether the training occurred within two years because there were no records prior to 2021.

In 2023, twelve designated personnel received ethics training at various times: two were timely and two were late. PCGJ could not determine whether the remaining eight had received timely training by the one-year deadline. If new hires received ethics training within one year of assuming service, the training was timely.

In 2024, forty-nine designated officials received ethics training, but none of the training received by the individuals listed was within the two-year time frame. For the fifteen additional officials who received training for the first time, the PCGJ could not identify whether the training was timely or untimely.

In 2025 (as of February 14), two officials received on-time training, while four were late. PCGJ could not tell whether the training was timely for three officials, because the initial date of service was not shown on the document.

The number of different officials on the list total ninety-one. Sixty-one officials did not receive timely ethics training.

Rocklin submitted a total of 151 certificates of completion of ethics training from 2021 to February 14, 2025, for all individuals who completed ethics training.

Roseville
Form 700

Roseville produced Form 700 filing records going back to the 2020 filing year. The earliest year contained many untimely filings. As shown in the table below, Roseville has gained and maintained control of its Form 700 filers to ensure timely filings.

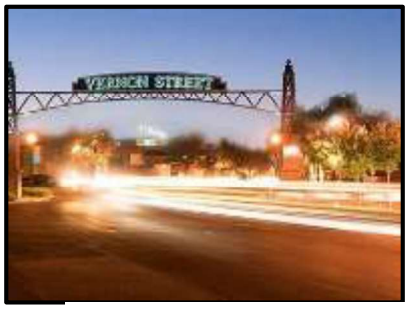


Photo Credit: Internet

Roseville Form 700 Filing Summary – All Annual Filers			
Filing Year	**Timely**	**Untimely**	**Total**
4/2/2020 - 4/1/2021	244	37	281
4/2/2021 - 4/1/2022	304	1	305
4/2/2022 - 4/1/2023	329	2	331
4/2/2023 - 4/1/2024	376	6	382

Ethics Training

Roseville provided a document of ethics training from 2021 through 2024. A total of 611 officials received AB 1234 ethics training. Out of the 611 officials, 101 did not receive training within the one-year or two-year time frame. Of concern, 70 of those 101 officials who were noted for untimely training occurred during the 2024 calendar year. Also, one individual was 1,354 days late, while another was 1,196 days late. Several were late up to two years.

Roseville was the only local entity to expressly require ethics training in its COIC. Their COIC provides in pertinent part "failure to comply may result in disciplinary action." Given the foregoing compliance concerns, it is unclear whether or not this provision is, either in its form or implementation, sufficient to ensure compliance.

Conclusion

Each of the local agencies adopted a Conflict of Interest Code as required by the State of California. The local agencies designate Form 700 filers as part of their Conflict of Interest Code. They also offer ethics training. Many officials do not file Form 700 or receive ethics training by the deadline. One problem is poor record keeping. The Placer County Grand Jury found it was difficult to identify the number of people required to file Form 700 or receive ethics training and whether there was compliance with the applicable deadline.

The Fair Political Practices Commission has a database which identifies the necessary information to track filings by the statutory filers. The local agencies should create similar tracking programs for designated filers as well as those required to receive ethics training. The Form 700 document should be based on the Fair Political Practices Commission filing year (for example, April 2, 2024 – April 1, 2025). The document should list: the name of the official, the position, the date of hire or the date assuming the position, the date leaving the position, the deadline for filing, the date Form 700 was filed, and whether the filing was timely.

For ethics training, the document should be based on the calendar year. The information should include: the name of the official, the date of hire or date of initial service, the one-year deadline following the date of hire or date of initial service, the two-year ongoing deadline date, the date ethics training was received, and whether the training was timely. The Government Code requires the training certifications be maintained for a period of five years.

The local agencies should include a compliance requirement in their respective Conflict of Interest Codes. While statutory filers are subject to fines levied by the Fair Political Practices Commission, the designated filers and those required to receive ethics training are not regulated by Fair Political Practices Commission. Placer County Grand Jury suggests the local agencies follow Roseville's lead and include in their Conflict of Interest Codes enforcement authority over untimely Form 700 filings and ethics training. Roseville's enforcement authority should be more specific.

Findings

The grand jury found:

Conflict of Interest Code

F1. Auburn, Lincoln, Loomis, Rocklin, and Roseville reviewed, amended, and/or adopted conflict of interest codes in 2024, in compliance with Government Code 87306 and 87306.5.

F2. Since Colfax did not provide a resolution showing its Conflict of Interest Code was reviewed in 2024, the Placer County Grand Jury was unable to determine whether Colfax conducted a biennial review of its Conflict of Interest Code in 2024.

F3. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville have incorporated the State of California Model Code into their conflict of interest codes, bringing them into compliance with State law.

F4. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville designate Form 700 filers in their conflict of interest codes, ensuring compliance with State law.

F5. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville identify the city clerk as the filing officer for Form 700 filers.

F6 Roseville includes Assembly Bill 1234 Ethics Training in its Conflict of Interest Code.

F7. Roseville assigns responsibility to the city clerk for Assembly Bill 1234 Ethics Training.

F8. Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include Assembly Bill 1234 Ethics Training requirements in their conflict of interest codes.

F9. Roseville does address enforcement authority in its Conflict of Interest Code, which states there may be consequences if a designated individual fails to timely file Form 700 or complete Assembly Bill 1234 Ethics Training.

F10. Auburn, Colfax, Lincoln, Loomis, and Rocklin do not include enforcement authority in their conflict of interest codes, leaving no defined consequences

if a designated individual fails to timely file Form 700 or complete Assembly Bill 1234 Ethics Training.

Form 700

F11. Across all local agencies, most of the individuals who did not timely file Form 700 were designated filers.

F12. For Colfax, Lincoln and Loomis, incomplete information in recordkeeping for designated Form 700 filers prevented the grand jury from accurately assessing the timeliness of the filings.

F13. As a general matter, insufficient oversight by the local agencies has contributed to untimely Form 700 filings for designated filers.

Ethics Training

F14. Auburn and Rocklin currently place responsibility for Assembly Bill 1234 Ethics Training on their Human Resource/Administrative Services staff.

F15. Across all local agencies, insufficient oversight resulted in many individuals not receiving ethics training by the deadline set by State law.

F16. Across all local agencies, overreliance on the individual to schedule and receive ethics training resulted in untimely training.

F17. All local agencies' recordkeeping was difficult to review and often failed to contain necessary information.

F18. A lack of enforcement authority within all local agencies led to failures to receive timely ethics training.

Recommendations

The grand jury recommends:

R1. Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify those positions who shall receive Assembly Bill 1234 Ethics Training pursuant to Government Code section 53234-53235.2 by October 1, 2025.

R2. Auburn, Colfax, Lincoln, Loomis, and Rocklin review, amend, and/or adopt their conflict of interest code to specify the city clerk is the responsible official to administer the Assembly Bill 1234 Ethics Training program, and function as the recordkeeper for ethics training records by October 1, 2025.

R3. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should specify in their conflict of interest code actionable enforcement authority against individuals who fail to timely file Form 700 and/or fail to timely receive Assembly Bill 1234 Ethics Training by October 1, 2025.

R4. Colfax, Lincoln, Loomis, and Roseville should create and maintain an annual database for all designated Form 700 filers in alignment with the FPPC filing year by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each Form 700 filer, the date of hire or initial service, the type of filing (assuming, annual, leaving), the deadline for filing, the date the form was filed, and whether the filing was timely.

R5. Auburn, Colfax, Lincoln, Loomis, and Rocklin should create and maintain a database of all individuals required to receive Assembly Bill 1234 Ethics Training by December 31, 2025. The Placer County Grand Jury recommends the database include: the name of each individual required to receive ethics training, the date of hire or the date the position was assumed which required ethics training, the deadline for receiving ethics training (one year/two years), the date ethics training was received, and whether ethics training was timely. The training records should be maintained for five years.

R6. Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville should create a plan to increase oversight with a goal to achieve 100% timely Form 700 filings and ethics training, by November 1, 2025.

Required Responses

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

Responding Entity	Findings Requiring Response	Recommendations Requiring Response	Due Date
Sandy Amara, Mayor **Auburn City Council** Auburn City Hall 1225 Lincoln Way Auburn, CA 95603	**F8, F10, F17, F18**	**R1, R2, R3, R5, R6**	**September 1, 2025**
Sean Lomen, Mayor **Colfax City Council** P.O. Box 702 Colfax, CA 95713	**F2, F8, F10, F12, F17, F18**	**R1, R2, R3, R4, R5, R6**	**September 1, 2025**
Holly Andreatta, Mayor **Lincoln City Council** 600 6th Street Lincoln, CA 95648	**F8, F10, F12, F17, F18**	**R1, R2, R3, R4, R5, R6**	**September 1, 2025**
David Ring, Mayor **Loomis City Council** P.O. Box 1330 Loomis, CA 95650	**F8, F10, F12, F17, F18**	**R1, R2, R3, R4, R5, R6**	**September 1, 2025**

Jill Gayaldo, Mayor **Rocklin City Council** 3970 Rocklin Road Rocklin, CA 95677	**F8, F10, F17, F18**	**R1, R2, R3, R5, R6**	**September 1, 2025**
Krista Bernasconi, Mayor **Roseville City Council** 311 Vernon Street Roseville, CA 95678	**F17, F18**	**R3, R4, R6**	**September 1, 2025**

Copies sent to:

Sean Rabe´
City Manager
City of Auburn
City Hall
1225 Lincoln Way
Auburn, CA 95603

Ron Walker
City Manager
City of Colfax
PO Box 702
Colfax, CA 95713

Sean Scully
City Manager
City of Lincoln
600 6th Street
Lincoln, CA 95648

Wes Heathcock
City Manager
Town of Loomis
P. O. Box 1330
Loomis, CA 95650

Aly Zimmermann
City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA, 95677

Dominick Casey
City Manager
City of Roseville
311 Vernon St
Roseville, CA 95678

Bibliography

1. California Government Code, Title 9, Political Reform, Chapter 7, Conflicts of Interest, Article 1, General Prohibition, Article 2, Disclosure, Article 3, Conflict of Interest Codes, Article 4, Disqualification of Former Officers and Employees, Article 5, Filing. (Sections 87100-87505).

2. California Government Code, Title 5, Local Agencies, Division 2, Cities, Counties, and Other Agencies, Part 1, Powers and Duties Common to Cities, Counties, and Other Agencies, Chapter 2, Officers and Employees, Article 2.4, Ethics Training (Sections 53234 – 53235.2; 54952.

3. Title 2, California Code of Regulations, section 18730, Provisions of Conflict of Interest Codes.

4. 2024/2025 Form 700 Statement of Economic Interests Reference Packet.

5. California Fair Political Practices Commission,1102 Q Street, Suite 3050, Sacramento, CA 95811, Toll-free advice line: (866) ASK-FPPC; (866) 275-3772; Telephone: (916) 322-5660Email advice: advice@fppc.ca.gov; Website: www.fppc.ca.gov.

6. FPPC Documents from Website:
    a. 2025 Statement of Economic Interests (SEI) – Form 700 Filing Officer Informational Fact Sheet Cities and Counties. E-filing: Form700@fppc.ca.gov. Advice E-mail: advice@fppc.ca.gov, FPPC Toll-Free Helpline: (866) 275-3772
    b. Form 700 Electronic Filing for an Agency's Internal Filers.
    c. 2024 Conflict of Interest Code Biennial Notice Instructions for Local Agencies.
    d. Local Government Agencies-Adopting & Amending Conflict of Interest Codes.
    e. Conflict of Interest Codes for State & Local Agencies.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Jones Hall Legal Services Agreement

Date: August 26, 2025

Submitted By: Matthew McOmber, City Attorney

Department: City Attorney's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the Agreement for Legal Services with Jones Hall, a Professional Law Corporation, and Authorizing the City Attorney to Execute the Agreement.

Background:
The law firm of Jones Hall has served as bond and disclosure counsel for various bond related matters for the City for many years. In order to continue utilizing the firm's legal services for future bond transactions, the City Attorney recommends entering into a new agreement for legal services with the firm so they are engaged at the earliest stages of future bond transactions and can advise City staff on legal compliance and related matters.

The proposed Agreement with Jones Hall has a term of five (5) years, and per industry standards, the fee for services will be a flat contingency rate, paid from the bond proceeds. The amount of the contingency will be approved by the City Attorney when each bond transaction occurs and will be based on the amount of work needed and the complexity of the transaction.

The City Attorney will continue to oversee the work of outside counsel, and on an ongoing basis as appropriate or other times that the City Manager or City Council may request, will provide administrative and budgetary updates to the City Council pertaining to projects for which Jones Hall serves as outside legal counsel.

Fiscal Impact:
There is no direct fiscal impact resulting from the staff recommendation. The City will engage Jones Hall as bond counsel or disclosure counsel on an as-needed basis. Payment for their services is typically made from bond proceeds or from the funds backing the bonds, as determined by the City. These fees are considered a cost of issuance and are incorporated into the overall financing structure. Each bond issuance will be presented to the City Council for approval, along with a breakdown of associated costs, including legal services provided by Jones Hall when designated as bond counsel for the transaction.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Agreement for Legal Services

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE AGREEMENT FOR LEGAL SERVICES
WITH JONES HALL, A PROFESSIONAL LAW CORPORATION,
AND AUTHORIZING THE CITY ATTORNEY
TO EXECUTE THE AGREEMENT

WHEREAS, the City has used the law firm of Jones Hall, a Professional Law Corporation, for specialized legal services for bond transactions for many years, and in order to continue utilizing their expertise for future bond transactions it is necessary to enter into a new agreement for legal services with the law firm.

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Attorney to execute the Agreement for Legal Services with Jones Hall, a Professional Law Corporation for legal services, in the form attached hereto as Exhibit A, or substantially similar form approved by the City Attorney.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AGREEMENT FOR LEGAL SERVICES
(MUNICIPAL FINANCE TRANSACTIONS)

THIS AGREEMENT, dated as of August 12, 2025, by and between the City of Rocklin, a California municipal corporation and charter city ("CITY"), and Jones Hall, A Professional Law Corporation ("ATTORNEY").

WITNESSETH:

WHEREAS, CITY from time to time is in need of attorneys to provide legal services and assistance to the Rocklin City Attorney ("City Attorney") related to municipal finance transactions of the City and its related entities; and

WHEREAS, ATTORNEY is a firm with expertise in municipal bond issuances and similar municipal finance transactions willing to provide such representation on such transactions on a contingency-fee basis.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services and Duties. CITY employs and retains ATTORNEY to provide legal services from time to time upon the request of the City Attorney to advise, assist and represent CITY as co-counsel with the City Attorney with respect to such transactional matters as may be referred to ATTORNEY by the City Attorney, including as more particularly set forth in Exhibit A. ATTORNEY shall list the City Attorney as co-counsel of record on validation pleadings and papers, if any, unless directed otherwise by the City Attorney.

Services shall also include an annual audit letter provided by ATTORNEY at no charge to CITY.

2. Specific Work Assignments. ATTORNEY shall receive work assignments from the City Attorney or designated staff. The work assignments shall generally be communicated by written notice from the City Attorney to ATTORNEY. If a work assignment is communicated orally, ATTORNEY shall provide a written confirmation to the City Attorney describing the work assignment.

ATTORNEY shall take reasonable steps to keep CITY (and City Attorney) informed in writing of progress and immediately following any significant developments and/or meetings, and to respond to CITY inquiries.

Work performed for CITY shall be performed by and/or supervised by attorneys who are approved by the City Attorney and experienced in the practice area in which the services are being performed.

3. Attorney-Client Relationship. This Agreement creates an attorney-client relationship between CITY and ATTORNEY. Accordingly, the legal services performed pursuant to this Agreement will be protected by the attorney-client privilege unless the CITY waives the privilege or a court determines that the legal services are not subject to the privilege.

4. Fees for Services. As per industry standard for municipal finance transactions, ATTORNEY will bill on a flat-fee, 100% contingent basis, with the amount determined and agreed upon on a case-by-case basis based upon the par amount of the financing (which quantifies in part securities risk exposure), and qualitative factors such as the amount of the work and complexity of the financing. Unless otherwise agreed in writing, ATTORNEY shall not track or bill time on an hourly basis, and fees to ATTORNEY shall be payable at the time of closing of each applicable financing out of the proceeds of the financing. The flat fee includes all reasonable post-closing follow-up work done at the request of the CITY.

5. Costs and Expenses. In addition to compensation for fees, CITY shall reimburse ATTORNEY for ordinary expenses incurred by ATTORNEY in connection with the legal services provided by ATTORNEY.

Reimbursable ordinary expenses shall include, but not be limited to:

(a) Deposition fees.

(b) Transcript fees.

(c) Messenger service.

(d) Process service.

(e) Document reproduction by an outside vendor.

(f) Document filing fees/costs.

(g) Document retention and storage which may be necessary for large/document intensive cases.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY has obtained City Attorney's prior written approval. Such expenses shall include, but not be limited to:

(a) Consultants' fees.

(b) Expert witnesses' fees.

(c) Expenses for travel provided shall be reimbursed at actual costs. ATTORNEY shall travel by the most cost-effective means available.

(d) Investigative services costs.

(e) E-discovery platforms.

(f) Other expenses approved in writing in advance by City Attorney.

(g) In all respects, ATTORNEY is expected to and shall perform services, and incur expenses in the most efficient and cost-effective manner possible.

Non-reimbursable expenses shall include, but not be limited to:

(a) Staff time or overtime for performing secretarial, clerical, or word processing functions.

(b) Charges for time spent to provide necessary information for CITY audits or billing inquiries.

(c) Charges for work performed which had not been authorized by CITY. Such work shall be a gratuitous effort by ATTORNEY.

(d) Charges for photocopies.

(e) Charges for online legal research.

(f) Alcoholic beverages, personal sundry or other related expenses, recreational activities, in-room movies, or expenses for family members. All expenses are subject to review and acceptance by CITY.

(g) Costs of postage, long distance phone charges, and fax transmission charges.

6. Statements and Payments. ATTORNEY shall upon closing of each financing provide an invoice to the CITY for all fees and expenses. The invoice shall provide the par amount of the financing and a description of services performed in connection with the financing (i.e., Bond Counsel and/or Disclosure Counsel services).

CITY's legal, risk management and accounting staff shall review all billing statements. CITY shall make its best effort to process payments promptly after receiving ATTORNEY's monthly billing statement. CITY shall not pay interest or finance charges on any outstanding balance(s).

7. Term; Termination; Amendments. This Agreement shall be effective upon execution thereof, and shall continue for five years or the completion of any other matter(s) or cases CITY, through its City Attorney, assigns to ATTORNEY as provided in this Agreement, whichever is later, or until this Agreement is terminated by either party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. However, ATTORNEY may terminate this Agreement only upon the consent of CITY or upon sixty (60)

calendar days' written notice. Upon termination, ATTORNEY shall turn over all client files to CITY.

There shall be no amendment or modification to this Agreement except by written agreement between the parties.

If either ATTORNEY or CITY determines a matter of professional conflict has arisen which should not or could not be postponed until the conclusion of the litigation, ATTORNEY or CITY may give written notice of immediate termination of this Agreement subject to ATTORNEY's duty to provide adequate representation until the appropriate substitutions can be made.

Upon CITY's request, ATTORNEY shall deliver a *Closing Report* to CITY in the format required by CITY, after termination of this Agreement.

8. Certifications. ATTORNEY certifies that ATTORNEY accepts this employment because ATTORNEY has the time, energy and ability necessary to perform the duties required in an efficient, trustworthy and business-like manner. ATTORNEY certifies that ATTORNEY will do its utmost to serve CITY effectively and represent CITY's interests vigorously and efficiently. ATTORNEY certifies that neither ATTORNEY nor any of its personnel assigned under this Agreement has personal or financial interest in, nor any connection with, the matter which is the subject of this agreement, or with any of the personnel, officers, agents or employees of the parties to such matter.

9. Independent Contractor. ATTORNEY is and shall be considered an independent contractor with respect to the performance of legal services under this Agreement.

10. Insurance. ATTORNEY agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$2,000,000 each occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability	$5,000,000 of liability coverage

a. Form. ATTORNEY shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to the City Attorney, prior to undertaking any work hereunder.

b. Additional Insureds. Upon request, ATTORNEY shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of ATTORNEY. The additional insured coverage under the ATTORNEY's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. ATTORNEY shall provide ten (10) calendar days' written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subconsultants. ATTORNEY agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, ATTORNEY shall require its subconsultants to agree to be bound to ATTORNEY and CITY in the same manner and to the same extent as ATTORNEY is bound to CITY under this Agreement. Additionally, ATTORNEY shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to CITY for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. ATTORNEY hereby agrees to waive subrogation which any insurer of ATTORNEY may acquire from ATTORNEY by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by ATTORNEY, its employees, agents and subconsultants.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve ATTORNEY of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law. Neither should the insurance requirements limit ATTORNEY's duty of indemnification.

11. Indemnification. ATTORNEY shall indemnify and hold harmless CITY from and against any and all losses, claims, demands, damages, liabilities, actions, judgments and awards (collectively, "Claims") sustained by CITY that are determined in a final, binding judgment against ATTORNEY by a court of competent jurisdiction to have proximately resulted from professional negligence of ATTORNEY in connection with its performance of legal services under this Agreement. Nothing in this Section 11 shall obligate ATTORNEY to pay or reimburse CITY for any damages, legal costs or expenses incurred, including attorneys' fees, unless ATTORNEY is adjudicated liable for such damages, legal costs or expenses incurred, including attorneys' fees, in such a final judgment.

12. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Rocklin City Attorney's Office
Attn: Matthew McOmber
3970 Rocklin Road
Rocklin, CA 95677
Matthew.McOmber@rocklin.ca.us

ATTORNEY:

Jones Hall, APLC
Attn: James Wawrzyniak/Dave Fama
475 Sansome Street, Suite 1700
San Francisco, CA 94111
jwawrzyniak@joneshall.com

Either party may amend its address for notice by giving notice to the other party.

13. Disclaimer of Guarantee. ATTORNEY has made no promises or guarantees to CITY about the outcome of CITY's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

14. Assignment. Neither party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other party. No assignment of this Agreement shall relieve the assigning party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. Any assignment in violation of this paragraph shall be void.

15. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's

fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Record Retention and Inspection. Within ten (10) days of CITY's written request, ATTORNEY shall allow CITY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timesheets or other records relating to this Agreement. ATTORNEY shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion of this Agreement unless CITY's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later.

17. Communications With CITY. ATTORNEY understands that the City Attorney is the legally empowered legal representative of the CITY and its officers and employees and ATTORNEY shall not without specific direction from the City Attorney communicate with, advise or represent the CITY, its City Council or any other officers or employees.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision or any other provision of this Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

20. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as whole.

21. Non-Discrimination. ATTORNEY shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

22. Counterparts/Electronic, Facsimile, And Pdf Signatures. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California,

including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, CITY and ATTORNEY have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

By: _____
Matthew McOmber
City Attorney

JONES HALL, A PROFESSIONAL LAW CORPORATION

By: _____
David T. Fama.
President

EXHIBIT A
SCOPE OF SERVICES

I. Scope of Engagement as Bond Counsel. ATTORNEY shall perform all of the following services as Bond Counsel in connection with each applicable financing:

a. Consultation and cooperation with CITY and CITY staff to assist in the formulation of a coordinated financial and legal issuance of the financing (herein "Bonds").

b. Preparation of all legal proceedings for the authorization, issuance and delivery of the Bonds by the CITY, including (a) preparation of a resolution of the City Council authorizing the issuance and sale of the Bonds and approving related documents and actions, (b) preparation of all financing documents, including installment sale agreement, fiscal agent agreement and/or indenture of trust, (c) preparation of all documents required for the closing of the issue, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the issuance and sale of the Bonds.

c. Advising the CITY, from the time ATTORNEY is hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds intended to be issued as tax-exempt is exempt from California and federal income taxation.

d. Upon completion of proceedings to ATTORNEY's satisfaction, providing a legal opinion (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds is (a) excluded from gross income for purposes of federal income taxes and (b) exempt from California personal income taxation. The Bond Opinion will be addressed to the CITY, and may also be addressed to the underwriter of the Bonds and other participants in the financing.

e. Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law and securities law provisions applicable to the Bonds, as to completeness and accuracy.

f. Assist the CITY in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.

g. Such other and further services as are normally performed by bond counsel in connection with similar financings.

ATTORNEY's Bond Opinion will be delivered by ATTORNEY on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. will cover certain matters not directly addressed by such authorities, and will represent ATTORNEY's judgment as to the proper treatment of the Bonds for federal income tax purposes. ATTORNEY's opinion is not binding on the Internal Revenue Service ("IRS") or the courts. ATTORNEY cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. CITY acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. ATTORNEY will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, ATTORNEY will rely upon the certified proceedings and other certifications of public officials and other persons furnished to ATTORNEY without undertaking to verify the same by independent investigation, and ATTORNEY will assume continuing compliance by the CITY with applicable laws relating to the Bonds.

II. Scope of Services as Disclosure Counsel. ATTORNEY shall perform all of the following services as Disclosure Counsel in connection with each applicable financing:

a. Prepare the Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of the Bonds.

b. Confer and consult with the officers and administrative staff of the CITY as to matters relating to the Official Statement.

c. Attend all meetings of the CITY and any administrative meetings at which the Official Statement is to be discussed, deemed necessary by ATTORNEY for the proper exercise of their due diligence with respect to the Official Statement, or when specifically requested by the CITY to attend.

d. On behalf of the CITY, prepare the bond purchase contract pursuant to which the Bonds will be sold to the underwriter and a continuing disclosure certificate of the CITY to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12.

e. Subject to the completion of proceedings to the satisfaction of ATTORNEY, provide a letter of ATTORNEY addressed to the CITY and the underwriter that, although ATTORNEY is not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that ATTORNEY have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to ATTORNEY's attention that cause ATTORNEY to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning any bond insurance policy and any bond insurer, and information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and the appendices to the Official Statement, which ATTORNEY will expressly exclude from the scope of this sentence) as of the date of the Official Statement or the date hereof contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Various Personnel Items

Date: August 26, 2025

Submitted By: Tameka Usher, Administrative Services Director

Department: Administrative Services - Human Resources

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants.
B. Adopt a Resolution of the City Council of the City of Rocklin to Approve Amendments to the Rules, Regulations, Benefits, and Policies Related to Employee Relations Between the Management, Confidential, and Unrepresented Employees and the City and Repeal Resolution No. 2024-272.
C. Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Overfill Allocated Positions within the Fire and Police Departments

Background:

CalPERS- Public Employees' Medical and Hospital Care Act

The City participates in the CalPERS medical program, which is governed under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (PEMHCA). Among other requirements, PEMHCA mandates equal contribution for active employees and retirees.

Staff has conducted extensive research on ways to improve medical benefits for active employees and to reduce financial exposure associated with retiree medical costs. The City is in the process of negotiating a second tier for retiree medical contributions for all employee groups. The new second tier would only apply to new hires as of a specific date to be determined and would not affect current employees or retirees. Staff therefore recommends that the City transition the health contribution from the current $1,200 per month contribution to the PEMHCA minimum contribution. Transitioning to the PEMHCA minimum, currently $158 per month and moving to $162 per month in the 2026 benefit year, will give the City the flexibility to increase the medical contribution (up to 100% of the Kaiser Employee + one premium) into a cafeteria plan for active employees without affecting the contribution to retirees.

Government Code Section 22892(a) requires that the City Council approve any change to the employer contribution amount through a resolution. Currently, only two groups, Management and Confidential, and Fire, will be transitioning to the PEMHCA minimum. Fire approved the change as part of the 2025-2028 Memorandum Of Understanding, approved by the City Council on August 12, 2025.

Management and Confidential, and Other Unrepresented Employees Resolution
The Rules, Regulations, Benefits, and Policies Relating to Employee Relations between the City of Rocklin and the Rocklin Management, Confidential, and Unrepresented Employees was last revised on December 10, 2024 by Resolution No. 2024-272. At this time, staff recommends revisions to the resolution.

The following changes have a fiscal impact:

- As part of the transition to the PEMHCA minimum, effective January 1, 2026, the City will contribute 100% of the 2026 Kaiser Employee +1 medical premium. Estimated maximum cost is $567,500 over the next two fiscal years, assuming that all employees select an equivalent cost medical plan.
- Effective September 6, 2025, increasing the health opt-out incentive to $350 for employees only and $325 for employees + one and family. Employees are only eligible if they do not select a City medical plan and show proof of other equivalent medical coverage. Estimated cost is: $16,200 over the next two fiscal years.
- Effective September 6, 2025, adding a Paramedic pay incentive of $650 per month and an Emergency Medical Technician pay incentive of $100 per month. Estimated cost is $28,420 over the next two fiscal years.

Other recommended revisions, expected to have little or no direct cost impact, include but are not limited to:

- Updated the Confidential and Management positions lists.
- Revised Management Leave to allow up to one-half (1/2) of any unused management leave based on the employees accrual rate to be cashed out at the end of each calendar year.
- Removed references to Salary Schedules A and B, as the City now maintains a single salary schedule for Management and Confidential.
- Minor, non-substantive “housekeeping” language changes.

Overfill Authorization
As the City's public safety departments face staffing challenges related to retirements, extended industrial medical leaves, and lengthy recruitment timeframes, additional operational flexibility is needed to ensure uninterrupted delivery of critical services. To address this need, staff recommends the City Council adopt a resolution providing the City Manager with the authority to temporarily overfill position allocations within the Police and Fire Departments, subject to defined conditions and safeguards.

Fiscal Impact:
The total estimated fiscal impact of the staff recommendation is $612,120 over the next two fiscal years. Sufficient funds are available in the Fiscal Years 2025/26 and 2026/27 Operating Budgets.

ATTACHMENTS:
1. Resolution A
2. Resolution B
3. Resolution B Exhibit A - Management and Confidential, other Unrepresented Employees Resolution
4. Management, Confidential, and other Unpresented Employees Resolution - Redline
5. Resolution C

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, the City of Rocklin is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act;

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

a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of their enrollment, including the enrollment for family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 Management	PEMHCA Minimum
002 Confidential	PEMHCA Minimum
003 Public Service (Misc.)	$1,200.00 (no change)
004 Police	$1,200.00 (no change)
005 Fire	PEMHCA Minimum
006 Hourly	PEMHCA Minimum (no change)
008 Unrepresented	PEMHCA Minimum (no change)
014 Public Safety Managers	$1,200.00 (no change)

plus administrative fees and Contingency Reserve Fund assessments; and be it further resolved

b) City of Rocklin has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further resolved

c) That the participation of the employees and annuitants of City of Rocklin shall be subject to determination of its status as an "agency or instrumentality of the state of political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that that City of Rocklin would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further resolved

d) That the executive body appoint and direct, and it does hereby appoint and direct, the City Manager to file with the Board a verified copy of this resolution, and to perform on behalf of the City of Rocklin all functions required of it under the Act; and be it further resolved

e) That coverage under the Act be effective on January 1, 2026.

PASSED AND ADOPTED this 26th day of August 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Jill Gayaldo, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
TO APPROVE AMENDMENTS TO THE RULES, REGULATIONS, BENEFITS, AND POLICIES RELATED TO EMPLOYEE RELATIONS BETWEEN THE MANAGEMENT, CONFIDENTIAL, AND UNREPRESENTED EMPLOYEES AND THE CITY AND REPEAL RESOLUTION 2024-272

WHEREAS, the City Council previously adopted revisions to the Management, Confidential, and Unrepresented Employees Resolution on December 10, 2024, via resolution 2024-272; and

WHEREAS, Section III of the Management, Confidential and Unrepresented Employee Resolution describes benefits;

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

Section 1. Resolution No. 2024-272 is hereby repealed.

Section 2. Effective August 26, 2025, the following rules, regulations, benefits, and policies attached hereto as Exhibit 1 and by this reference incorporated herein shall govern the terms and conditions of employment for the Management, Confidential, and Unrepresented Employees of the City of Rocklin are hereby approved, as attached hereto as Exhibit 1.

Section 3. Effective September 6, 2025, Deputy Fire Chief employees who hold a Paramedic license will receive $650 per month and employee who hold an Emergency Medical Technician license will receive $100 per month.

Section 4. Effective January 1, 2026, the City will provide medical benefits contributions at the PEMHCA minimum and will contribute up to 100% of the 2026 Kaiser Employee +1 medical premium to the cafeteria plan.

Section 6. Effective September 6, 2025, the City will provide a health coverage reduction incentive increase to a maximum of $350 per month for employees who choose to decline the City's "Employee Only" coverage or a maximum of $325 per month for Employees who choose to decline the City's "Employee + One and Family" Plan and $325, respectively, for declination of the "Employee Only option or Employee + One and Family" plan option.

Section 7. Effective August 26, 2025, Section IV, Article 5 is amended to allow up to one-half (1/2) of any unused management leave based on the employees accrual rate will be cashed out at the end of each calendar year; and

Section 8. In the event of a conflict between the provisions of this Resolution and the amendment Management, Confidential, and Unrepresented Employees Resolution, the Management, Confidential, and Unrepresented Employees shall control.

PASSED AND ADOPTED this 26th day of August 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Jill Gayaldo, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

ROCKLIN MANAGEMENT, CONFIDENTIAL, AND OTHER UNREPRESENTED EMPLOYEES RULES, REGULATIONS, BENEFITS, AND POLICIES



TABLE OF CONTENTS

SECTION I – GENERAL 3
ARTICLE 1. INTENT 3
ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS 3
ARTICLE 3. EMPLOYEE RIGHTS 3
ARTICLE 4. SEVARABILITY 4
ARTICLE 5. CONFIDENTIAL EMPLOYEES 4
ARTICLE 6. MANAGEMENT EMPLOYEES 4

SECTION II – COMPENSATION 6
ARTICLE 1. COMPENSATION 6
ARTICLE 2. OVERTIME/COMPENSATOry TIME OFF 7
ARTICLE 3. Certification INCENTIVE PAY-Fire only 9
ARTICLE 4. SEVERANCE PAY 10

SECTION III – BENEFITS 11
ARTICLE 1. HEALTH AND OTHER BENEFITS 11
ARTICLE 2. STATE DISABILITY INSURANCE 15
ARTICLE 3. FLEXIBLE SPENDING PLAN 16
ARTICLE 4. RETIREMENT BENEFITS 16
ARTICLE 5. DEFERRED COMPENSATION 17
ARTICLE 6. RETIREE HEALTH BENEFITS 17
ARTICLE 7. TUITION REIMBURSEMENT 18
ARTICLE 8. UNIFORM ALLOWANCE 20

SECTION IV – LEAVES 21
ARTICLE 1. VACATION 21
ARTICLE 2. HOLIDAYS 22
ARTICLE 3. SICK LEAVE 22
ARTICLE 4. BEREAVEMENT LEAVE 25
ARTICLE 5. MANAGEMENT LEAVE 26
ARTICLE 6. FAMILY AND MEDICAL LEAVE ACT/CALFORNIA FAMILY RIGHTS ACT 27
ARTICLE 7. LEAVE OF ABSENCE WITHOUT PAY 28
ARTICLE 8. JURY DUTY 29

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS 30
ARTICLE 1. PROBATIONARY PERIODS 30
ARTICLE 2. NEPOTISM 31
ARTICLE 3. HOLIDAY FURLOUGH 32
ARTICLE 4. EMPLOYEE PERFORMANCE EVALUATIONS 32
ARTICLE 5. EXTRA STEP (MERIT) INCREASE 33
ARTICLE 6. CITY MANAGER ADDITIONAL AUTHORITY 33

CITY OF ROCKLIN MANAGEMENT, CONFIDENTIAL, AND UNREPRESENTED EMPLOYEES
RULES, REGULATIONS, BENEFITS, AND POLICIES

The City Council of the City of Rocklin hereby adopts the following rules, regulations, benefits, and policies; hereafter ("Document"):

SECTION I – GENERAL

ARTICLE 1. INTENT

This Document shall be the policy of administering the employee relations between the City of Rocklin, hereafter the "City" and the management, confidential, and other unrepresented employees of the City. All previous resolutions of the City Council in regard to salaries and benefits for employees are hereby expressly superseded.

When there is a conflict between these Rules, Regulations, Benefits and Policies Relating to Management, Confidential, and Other Unrepresented Employees and the Personnel Rules, the language in these Rules, Regulations, Benefits and Policies relating to Management, Confidential, and Other Unrepresented Employees shall govern.

For purposes of this Document, "Management" and "Confidential" Employees shall be defined consistently with the definition contained within the City's Employee/Employer Resolution (2017-237). "Other Unrepresented" Employees shall be defined as those employees or classifications that are not represented by a recognized employee organization and are not performing duties consistent with the definition of Management employees or Confidential employees as defined by the City's Employee/Employer Resolution, or classifications that are represented by a recognized employee organization but where the recognized employee organization does not represent temporary employees. As used herein, "full-time employee" is intended to refer to those employees that meet the definition of "full-time employee" in the City's Personnel Rules.

ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS

This Document shall remain in effect from the date of adoption and for each fiscal year thereafter, until or unless said resolution shall be repealed or modified by the City Council.

ARTICLE 3. EMPLOYEE RIGHTS

The provisions of this Document shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, sexual orientation, marital status, national origin, ancestry, political or religious opinions or affiliations, or physical or mental disability, or any other legally protected class or group.

ARTICLE 4. SEVARABILITY

If any provision of this Document or if the application of such provision to any person or circumstances shall be held invalid, the remainder of this document or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

ARTICLE 5. CONFIDENTIAL EMPLOYEES

Employees in this group include the following positions, which are designated as such by virtue of the fact that they are privy to information used in the conduct of employer/employee relations.

- Administrative Office Clerk
- Administrative Office Assistant
- Communications Specialist
- Department Administrative Specialist
- Deputy City Clerk
- Executive Assistant
- Executive Assistant to the City Manager
- Human Resources Technician
- Information Technology Analyst-one designated position
- Legal Secretary
- Paralegal
- Payroll Technician I/II
- Senior Human Resources Technician

ARTICLE 6. MANAGEMENT EMPLOYEES

With the exception of the City Manager and City Attorney, whom are directly appointed by and serve at the pleasure of the City Council pursuant to respective employment agreements, Employees in this group are at-will employees who serve at the pleasure of the City Manager and may be directly appointed to a vacant position. At-will employment is employment as defined by the California Labor Code as the default form of employment in the State of California.

- Assistant City Attorney
- Assistant City Manager
- Assistant to the City Manager
- Associate Management Analyst
- Chief Building Official
- City Clerk
- City Engineer/Deputy Director of Community Development
- Code Enforcement Program Manager
- Deputy Director of Administrative Services
- Deputy Fire Chief

- Director of Administrative Services
- Director of Community Development
- Director of Parks and Recreation
- Director of Public Works
- Fire Chief
- Information Technology Manager
- Management Analyst
- Manager of Planning Services
- Manager of Police Records and Communications
- Parks and Recreation Manager
- Payroll Administrator
- Police Captain
- Police Chief
- Principal Information Technology Analyst
- Principal Management Analyst
- Principal Planner
- Public Works Manager
- Senior Engineer
- Senior Management Analyst

SECTION II – COMPENSATION

ARTICLE 1. COMPENSATION

1. **Salary**

   Effective, the first full pay period of July 2025, the City will increase base wages for all management and confidential classifications by 2.0%.

2. **Salary Schedules**

   A. **Salary Schedule**

   The Salary Schedule shall consist of ten (10) salary steps (steps 1 through 10). The increase from step 1 to step 2 shall be approximately 3.5% with all subsequent steps increasing by approximately 3.5% through step 10.

   Merit increases will be implemented at the beginning of the pay period that includes the employee's salary anniversary date, after the employee has worked full-time for twelve (12) months and has received an overall performance evaluation rating of "meets expectations" on their performance evaluation at their current step. Merit increases must be approved by the employee's supervisor.

3. **Confidential Employees Special Pay**

   Confidential employees will receive 2.5% above annual base salary as special pay to acknowledge their confidential status (consistent with the Employer/Employee Resolution) by virtue of the fact that they are privy to information used in the conduct of employer/employee relations.

4. **City Treasurer Special Pay**

   If the employee appointed as the City Treasurer is not a department director, then the employee shall receive 5% special pay to account for the duties and responsibilities of functioning as a City Treasurer. Should the City Treasurer be appointed to a department director position, the special pay shall be terminated the following pay period of such effective date of the department director status.

5. **Salary Upon Promotion**

   Upon promotion, an employee shall be placed at a step which provides a minimum of 10% base rate of pay salary increase, unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range. Promotional salary determinations are excluded from the Advanced Salary Step Placement Administrative Policy. Promotions shall become effective at the beginning of a pay period. The effective date of promotion shall establish the employee's new salary anniversary date.

6. Executive Allowance

The Executive Allowance is an annual benefit of $4,200 provided to Department Directors to cover business-related expenses, including automobiles, cell phones, and technology (laptop and tablets). This allowance is paid in 26 equal installments, aligned with the City of Rocklin's payroll schedule. Except as may be provided in an employment agreement between the City and a City Council-appointed position, positions appointed by the City Council are excluded from this benefit.

ARTICLE 2. OVERTIME/COMPENSATORY TIME OFF

Management Employees

A. Management employees are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) and are not eligible for overtime pay.

B. Notwithstanding section A above, exempt fire management employees assigned to a strike team or mutual aid activities covered by the California Fire Assistance Agreement shall be compensated at one and one-half (1.5) times his/her base rate of pay for hours worked outside of regularly scheduled hours when the City is being reimbursed at the one and one-half (1.5) rate.

   1. Additional compensation paid to the Deputy Fire Chief pursuant to Sections B or C shall not alter their continuing status as "exempt' employees under the Fair Labor Standard Act as specified in 29 CFR sec. 541.604.

C. Exempt fire management employees assigned to a strike team or mutual aid activities covered by the California Fire Assistance Agreement shall be compensated at his/her base rate of pay from the time of dispatch to his/her return to jurisdiction when equipment and personnel are in service and available for agency response (i.e., portal-to-portal).

D. Notwithstanding section A above, exempt Police management employees may be eligible for overtime under the following conditions:

   1. The Manager of Police Records and Communications may work overtime in the Classification of Public Safety Dispatch Supervisor classification represented by Rocklin Police Officers' Association (RPOA), in the Dispatch Center.

   2. Police Captains may work overtime in a lower classification represented by RPOA as special events and grant-funded operations/events as determined by the Police Chief.

   3. Rate of pay:

      - A designated supervisor or manager working an overtime assignment in a lower classification represented by RPOA shall be compensated at the rate of one and one-half (1.5) of the top step hourly rate of pay for the classifications being filled, for each hour worked.

- If there is no equivalent, the pay for the designated supervisor or manager will move to the rate of pay that is just below the current rate of pay for the employee for the classification worked.

Additional compensation paid to the Manager of Police Records and Communications and Police Captains shall not alter their continuing status as "exempt' employees under the FLSA as specified in 29 CFR sec. 541.604.

Confidential Employees and Other Unrepresented Non-Exempt Employees

For the purposes of this Document, the following words and phrases have the following meaning:

A. Employees who are required to work in excess of forty (40) paid hours in a workweek shall be compensated at one and one-half (1.5) of their regular rate of pay which is the employee's base rate of pay plus all differentials to which the employee is entitled. Vacation and compensatory time off (CTO) are not considered time worked for purposes of computing overtime.

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

C. Work shift is defined as day shift (6 a.m. - 6 p.m. daily) or night shift (6 p.m. to 6 a.m. daily).

D. Work schedule is defined as the hours and days of work assigned to an employee.

E. Paid hours are defined as regular and holiday hours.

Overtime Payment

Confidential and Other Unrepresented Non-Exempt Employees Only

A. Overtime will be paid for all employees who work in excess of forty (40) paid hours in a workweek and shall be compensated at one and one-half (1.5) of their regular rate of pay as defined by the FLSA. Vacation and CTO are not considered time worked for purposes of computing overtime.

B. Employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their regular rate of pay for all hours worked in excess of twelve (12) continuous hours. The payment of double time for these hours will offset the City's requirement to pay for those hours at an overtime rate if an employee is compensated for more than forty (40) hours in that week. All "double time" overtime shall be paid in the current payroll.

C. When the City approves an employee's attendance at an off-site training workshop, the employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The employee will be in paid status for the travel time to and from the workshop that exceeds the employee's regular commute

time. The double time payment after twelve (12) continuous hours worked (Section B above) does not apply to off-site training events.

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

Compensatory Time Off

Confidential Employees Only

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

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

C. Employees are expected to request the use of accrued CTO in accordance with the procedures and timelines established by each department or division. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements. When the employee is carrying the maximum CTO hours, all overtime must be paid at one and one-half (1.5) of their regular rate of pay in the pay period worked. In the pay period following the annual holiday furlough, the City shall pay the employee for up to forty (40) CTO hours earned through the previous pay period at the then current regular rate of pay.

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

Fire Recruit Only

A. While assigned to attend a fire academy, the classification of Fire Recruit shall not be paid overtime for hours worked in excess of forty (40) hours in a one-week period, but rather, shall only accrue compensatory time in lieu of receiving paid overtime in accordance with the provisions of this article.

B. Upon successful completion of the assigned fire academy and prior to promoting to Firefighter, the department may either: (1) pay the existing CTO balance to the fire recruit; or (2) require the fire recruit to use any accrued CTO.

ARTICLE 3. CERTIFICATION INCENTIVE PAY-FIRE ONLY

A. Deputy Fire Chiefs who hold a current EMT certification (and do not receive paramedic pay) shall receive additional compensation of one hundred dollars ($100) per month (equivalent to forty-six dollars and fifteen cents [$46.15] per pay period). This

compensation will be provided only while the employee's certification is active and valid with the local EMS Agency (LEMSA), and is contingent upon verification of that certification.

B. Deputy Fire Chiefs who hold a current paramedic certification shall receive additional compensation of six hundred fifty dollars ($650) per month (equivalent to three hundred dollars [$300] per pay period). This additional compensation will be provided only while the employee's certification is active and valid with the local EMS Agency (LEMSA), and is contingent upon verification of that certification. Employees receiving paramedic pay are not eligible to receive EMT pay.

ARTICLE 4. SEVERANCE PAY

Management employees serve at the pleasure of the City Manager and are 'at-will' employees whose employment may be terminated by the City at any time for any reason, or for no reason, without any cause whatsoever.

If an employee, who has been in their current position for a minimum of one (1) year is requested to resign or is terminated from employment and has a signed notice of acknowledgement of at-will employment on file, he/she shall receive severance pay based on years of service according to the formula in Article 4, provided that the termination of employment was not the result of a layoff; or the management employee has not been convicted of the commission of any felony or of any crime of moral turpitude or of any crime in the performance of, or related to, their duties; or committed misfeasance or malfeasance in their official duties; or has been terminated for any other reasonable "cause" as defined in the City's Personnel Rules. The management employee shall not be entitled to severance compensation under any other circumstances.

Severance pay shall be determined as follows:

- Zero through ten years of service: Two (2) months' base salary.
- More than ten years of service: Three (3) months' base salary.
- Department Directors: Three (3) months' base salary.

For purposes of this Article 4, 'base salary' shall mean the monthly proration of the annual salary specified in the Salary Schedule, less applicable tax withholding. As a condition to receipt of severance compensation, the management employee shall execute a release of all claims against the City in a form deemed satisfactory to the City and approved by the City Attorney.

Management employees on an employment agreement contract are exempted from the provisions of this article 4.

SECTION III – BENEFITS

ARTICLE 1. HEALTH AND OTHER BENEFITS

1. Policy

The City will offer insurance benefits covering medical, dental, vision, long-term disability (LTD), life, and accidental death and dismemberment (AD&D) for those full-time employees who are qualified in accordance with the plan specifications. Dependent coverage will be offered only on medical, dental, and vision plans.

2. Selection of Carriers

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

3. Benefits

A. Health Insurance

The City offers eligible employees enrollment in a CalPERS medical plan under the Public Employee's Medical and Hospital Care Act (PEMHCA).

From July 1, 2025 until the end of the 2025 benefit year, or as soon as the City can administratively start based on CalPERS's approval, the City will make a direct monthly contribution towards the premium cost for the PEMHCA medical insurance plan and coverage level selected by each participating employee up to a maximum of $1,200 per month. Employees shall be responsible for the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution. To the extent a participant does not utilize the entire $1,200 toward medical premiums, the remainder shall be retained by the City and shall not be cashed out or applied to other benefits.

Commencing January 1, 2026, the City will make direct monthly contributions towards the premium cost for the PEMHCA medical insurance plan and coverage level selected by each participating employee in an amount equal to the current PEMHCA minimum. The PEMHCA minimum is prescribed by Government Code section 22892 and adjusted annually by CalPERS. The City will also provide a separate cafeteria plan contribution described in the Cafeteria Plan section below.

B. Payroll Deduction

Employees who elect benefits that require payment of premiums or contributions beyond the City's contributions authorize that the additional amount shall be paid through a biweekly payroll deduction.

C. Dental Insurance

The City shall pay for an eligible employee's dental premium up to the PPO Basic Dental Plan at the family level coverage.

Employees who select the Dental Plan – PPO Enhanced option ($1,500 calendar-year maximum) shall pay the difference in any monthly premium cost for dental coverage that exceeds the City's direct contribution. Such payments may be made pre-tax through payroll deduction over twenty-four (24) biweekly benefit pay periods.

D. Vision Insurance

The City shall pay the entire premium for family coverage under the vision plan.

E. Cafeteria Plan

The City maintains a cafeteria plan, pursuant to Section 125 of the Internal Revenue Service (IRS) code and related regulations, for the purposes of offering employees access to various health and welfare benefits.

Effective January 1, 2025, the City shall increase its flexibility benefit contribution to three hundred seventy-five dollars ($375) per month.

All eligible employees must enroll in one of the PEMHCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage that meets the eligible opt-out arrangement requirements listed below.

Commencing January 1, 2026, or as soon as the City can administratively start based on CalPERS approval of the PEMHCA minimum contribution, for full-time regular employees, the City will provide a cafeteria plan contribution for the employee's PEMHCA medical plan set at 100% of the Kaiser plan at the employee plus one coverage level ($2,337.16 for 2026 (Kaiser employee +1 tier)), minus the PEMHCA minimum contribution. For part-time regular employees, the City will make a cafeteria plan contribution for the employee's PEMHCA medical plan at a pro-rated percentage of the Kaiser employee + 1 tier equivalent to the part-time fraction of the FTE position occupied by the part-time regular employee, minus the PEMHCA minimum contribution.

Any increases to the PEMHCA minimum contribution during the term of this contract will result in a corresponding decrease to the amount of the additional City cafeteria plan contribution, so that the total maximum City contribution to the cafeteria plan and to CalPERS for medical insurance premiums directly never exceeds the 2026 Kaiser employee +1 tier premium described above.

The City contribution to the cafeteria plan shall be adjusted annually based on the January 1 premium payment for the Kaiser employee + 1 tier in the manner described below.

The City will pay 100% of the 2026 Kaiser employee +1 tier premium, minus the PEMHCA minimum contribution. The City will pay eighty percent (80%) of the Kaiser employee +1 tier health insurance premium increase starting with the plan year 2027. The employees will pay twenty percent (20%) of the health insurance premium increase, if any, starting in plan year 2027.

In the event an employee subscribes to a PEMHCA medical plan with a lower monthly premium than that of the Kaiser employee + 1 tier, the City will pay up to but not more than 100% of the premium for that plan. If the employee selects a PEMHCA medical plan with a higher monthly premium, then the employee will pay the balance.

In the event an employee 1) subscribes to a PEMHCA medical plan with a lower monthly premium than that of the Kaiser employee + 1 tier or 2) declines the City medical insurance and takes the Health Coverage Reduction Incentive, the employee shall only be eligible to use a maximum of $375 toward purchasing other health benefits under the cafeteria plan, including the Health Flexible Spending Plan.

For part-time employees, the City shall contribute one hundred and fifty ($150) per month ("Flex Dollars") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical or dental premiums, offered by the City under the Section 125 plan, provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence.

In no event shall the cafeteria dollars have cash value.

F. Long-Term Disability Insurance

Management Employees

The City shall provide each employee with LTD coverage at 60% of their salary up to a maximum benefit of six thousand dollars ($6,000) per month with a ninety (90) day waiting period.

Confidential and Other Unrepresented Full-Time Employees

The City shall provide each employee with LTD coverage at 50% of their salary up to a maximum benefit of six thousand dollars ($6,000) per month with a ninety (90) day waiting period.

G. Life and Accidental Death and Dismemberment Insurance

Management Employees

For department directors, regardless of hire date, and management employees hired before July 1, 2012, the City shall provide life insurance in the amount of two hundred thousand dollars ($200,000) of basic life, plus two hundred thousand dollars ($200,000) AD&D. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

For management employees hired on or after July 1, 2012, the City shall provide basic life and AD&D insurance in the amount specified below. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

- Police Captain and Deputy Fire Chief $100,000
- All Other Management Personnel $50,000

Confidential Employees and Other Unrepresented Full-Time Employees

For confidential employees hired before July 1, 2012, the City shall provide life insurance in the amount of one hundred thousand dollars ($100,000) of basic life, plus one hundred thousand dollars ($100,000) AD&D insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

For confidential employees hired on or after July 1, 2012, the City shall provide life insurance in the amount of fifty thousand dollars ($50,000) of basic life, plus fifty thousand dollars ($50,000) AD&D insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

4. Health Coverage Reduction Incentive

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

B. Employees who participate in the program must continue to maintain their coverage in the City's dental, vision, life, AD&D, and LTD plans. Participation in these plans with a minimum of employee-only coverage is required for all employees ("Required Coverage – Employee Only").

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

D. Health coverage reduction incentive payments will be received as taxable income.

For any month(s) in which the employee's medical insurance selection results in a cost-savings to the City, participants in the program will receive benefits as follows:

Eligibility Categories	Maximum Monthly Payment
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Employee Only	$350.00
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Employee + One and Family	$325.00

Employee must also meet the following requirements for this program:

- The employee must have minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California);
- The employee and all individuals in the employee's expected tax family have (or will have) the required minimum essential coverage. An employee's expected tax family includes all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the employee's plan year to which the opt-out arrangement applies;
- The employee must provide reasonable evidence of the MEC for the applicable period to the Human Resources Division. Reasonable evidence may include an attestation by the employee;
- The employee must provide the evidence/attestation every plan year;
- The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
- The opt-out payment cannot be made (and the City must not in fact make payment) if the City knows or has reason to know that the employee or a tax family member does not have the alternative coverage.

ARTICLE 2. STATE DISABILITY INSURANCE

All employees shall be eligible for state disability insurance (SDI) benefits as provided for in the SDI program. The City shall contribute the full premium for this program.

ARTICLE 3. FLEXIBLE SPENDING PLAN

The City will continue to make available to employees a Health Flexible Spending Plan and Dependent Care Flexible Spending Plan established pursuant to IRS Section 125. The Health Flexible Spending Plan allows eligible employees to set aside up to the maximum amount allowed under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The Dependent Care Flexible Spending Plan also allows the employees to set aside pre-tax income to pay for costs of childcare and adult dependent care. Employees may choose to enroll in the Health Flexible Spending Plan for the coming calendar year. Participants must pay the monthly cost to fund the plan(s) by authorizing biweekly pre-tax payroll deductions.

ARTICLE 4. RETIREMENT BENEFITS

1. Classic Employees

These are employees who are CalPERS members and meet the definition of a Classic Member as determined by CalPERS.

A. Classic Employees Retirement Plan

The City agrees to maintain membership and to continue to contract with the CalPERS for the 2% @ 55 plan for non-safety ("miscellaneous") employees and the 3% @ 50 plan for safety employees, with the following additional contract provisions as found in the following sections of the California Government Code pertaining to PERS (Title 2, Division 5):

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

B. Classic Employees Retirement Member Contribution

Management, confidential, and other unrepresented full-time miscellaneous employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution for a total of 9% of the employee's salary. Management public safety employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution for a total of 11% of the employee's salary.

2. Public Employees' Pension Reform Act Employees Retirement Plan (Hired on or after 1/1/13)

These Public Employees' Pension Reform Act (PEPRA) employees are employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past six (6) months, or do not meet the definition of a classic member as determined by CalPERS.

C. PEPRA Employees Retirement Plan

For PEPRA employees, the City will contract with CalPERS for the 2.7 % @ 57 plan for safety employees and 2% @ 62 plan for miscellaneous employees as required by law, with the following options:

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

D. PEPRA Employees Retirement Member Contribution

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

Management, confidential, and other unrepresented full-time employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution.

ARTICLE 5. DEFERRED COMPENSATION

For employees hired prior to July 1, 2012 (regardless of bargaining unit upon initial hire), the City will contribute up to three hundred dollars ($300.00) per month in matching funds for management employees, and the City will contribute up to two hundred dollars ($200.00) per month in matching funds for confidential employees who participate in a City-sponsored deferred compensation program.

For employees hired prior to July 1, 2012 (regardless of bargaining unit upon initial hire), the City will contribute two hundred dollars ($200.00) per month (no match required) for employees to a City-sponsored deferred compensation program. If any type of "health savings account" becomes available under the City's benefits program, confidential employees could direct these funds to that account to the extent allowed by law.

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

Effective the first pay period in July 2024, the City will contribute monthly matching funds to deferred compensation for management employees, as noted below. Contributions shall be made prospectively in each pay period, and no retroactive contributions will be made. Management employees hired into a classification covered by this resolution prior to July 1, 2012; shall remain eligible for deferred compensation as noted above and shall not be eligible for the dollar amounts noted herein.

- Department Director level: $350.00
- Deputy Director level: $200.00
- Manager level: $150.00
- All other classifications in the management group: $100.00

ARTICLE 6. RETIREE HEALTH BENEFITS

All City management, confidential, and other unrepresented full-time employees that meet the eligibility requirements for CalPERS retirement and retire within one hundred twenty (120) days of separation from the City are eligible for post-retirement health benefits.

The City shall contribute up to a maximum of one thousand two hundred dollars ($1,200) per month (depending on the medical plan and coverage level selected) for post-retirement medical insurance premium costs. Eligible retirees shall receive 100% of the City's contribution and any subsequent increases towards their post-retirement health benefits. The retiree health benefits described in this Article 16 are intended to be permanent for current retirees as of July 5, 2019, and employees who retire before this Resolution is repealed. Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire prior to this Resolution is repealed shall exist and continue beyond the length of this Resolution, and are not dependent on the existence of any subsequent or future Resolution; however, the City may agree to increase the amount of the retiree health benefit in the future.

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

ARTICLE 7. TUITION REIMBURSEMENT

1. Eligibility and Approval

Management, confidential, and other unrepresented full-time employees shall be eligible for tuition and related expense reimbursement for completing pre-approved course work in a regionally accredited college, school, or university. Pre-approved job-related extension courses or certificate programs offered through regionally accredited colleges and universities are also eligible for reimbursement. Courses, books, and supplies paid for via state, federal, or private grants are excluded from reimbursement.

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

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

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

C. A statement demonstrating how the requested course work will benefit the City, and how such training will enhance the City's ability to complete its program, which will include the relevance of the plan to the employee's work assignment; and

D. A statement demonstrating how such proposed training will increase the employee's proficiency while working for the City.

When department operations allow, the department director may approve flexible hours (consistent with the Alternative Work Schedule Policy) to accommodate class schedules.

2. <u>Reimbursement</u>

A. Within ninety (90) days of completing the course work, the employee must submit to the Human Resources Division a copy of their grade report evidencing completion of the course work with a grade C or better, and an itemized receipt reflecting the items that are being claimed for reimbursement.

B. Items qualifying for reimbursement include:

   a. Tuition (in-state only)
   b. Required textbooks
   c. Required supplies
   d. Parking permits
   e. Other required fees

C. Items NOT qualifying for reimbursement include:

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

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

ARTICLE 8. UNIFORM ALLOWANCE

The following classifications shall receive a uniform allowance of thirty-six dollars and fifty-four cents ($36.54) per pay period:

- Deputy Fire Chief
- Fire Chief
- Police Captain
- Police Chief

The following classification shall receive a uniform allowance of thirty dollars ($30.00) per pay period:

- Manager of Police Records and Communications
- Code Enforcement Program Manager

SECTION IV – LEAVES

ARTICLE 1. VACATION

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

1. Policy

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

2. Accrual Rates and Maximum Accumulation

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

Year	Days/year	Maximum Accrual
1	15 (.0577 per hour)	240 hours
2	16 (.0615 per hour)	240 hours
3	17 (.0654 per hour)	240 hours
4	18 (.0692 per hour)	240 hours
5	20 (.0769 per hour)	260 hours
10	23 (.0885 per hour)	280 hours
15	25 (.0962 per hour)	300 hours
20+	27 (.1039 per hour)	320 hours

B. When an employee accrues the maximum number of accrual hours as set forth above, the employee shall cease accruing vacation until such time as the employee has utilized vacation hours to bring the total hours below the maximum stated accrual. At no time may an employee have a total balance of vacation hours in excess of the maximum leave accrual.

C. The City reserves the right to require employees who currently have a balance approaching their maximum accrual to take time off. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements to reduce the accrued hours prior to December 31 of each year.

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

E. The City Manager shall have the authority to grant up to five (5) additional days of vacation annually (to equal a maximum of twenty [20] days each year) to any individual in any management position during their first four (4) years of service with the City. The City Manager shall also have the authority to credit five (5) days of vacation from the first year's accrual as of the first day of employment.

F. Department directors shall be entitled to no less than twenty (20) days of vacation per year, regardless of their date of hire.

G. If an employee receives a higher accrual rate as stated in E and F above, the employee's accrual rate will not increase until their years of service entitle them to a higher accrual rate according to the schedules included in this Document.

ARTICLE 2. HOLIDAYS

Full-time employees shall be eligible to receive paid scheduled holidays. During the term of this Document, the City will recognize the holidays as specified below:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Thanksgiving Friday	Friday following the fourth Thursday
Christmas Day	December 25

Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the succeeding Monday. An employee may not use a designated holiday as his/her last day of employment. The employee must be in paid status for the entire subsequent workday after the holiday to qualify for holiday pay.

ARTICLE 3. SICK LEAVE

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

1. **Accrual and Cash Out**

   A. Full-time employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0462 multiplied by the actual number of hours in paid status, with the exception of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Employees may use accrued sick leave as soon as it is accrued.

   B. Temporary employees shall accrue up to three (3) sick leave days per fiscal year in accordance with California Labor Code 246, following a ninety (90) day waiting period. Employees may use accrued sick leave as soon as it is accrued.

   C. For full-time employees hired before July 1, 2012, upon termination of employment in good standing, the accumulated sick leave may be sold back as follows:

Total Accumulated Sick Leave	Buyout Rate
0 – 29 days	0%
30 – 39 days	10%
40 – 49 days	20%
50 – 59 days	30%
60 – 69 days	40%
70+ days	50%

   The formula for the buyback shall be: Total accumulated days multiplied by the current hourly rate in effect at the date of separation multiplied by the buyout rate from the chart above.

   For full-time employees hired on or after July 1, 2012, upon termination of employment in good standing, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of twenty-nine (29) days.

   Upon retirement, an employee may choose to (1) convert his/her total sick leave to CalPERS service credit; or (2) sell back his/her sick leave under the schedule noted above. The sick leave remaining after the buyout will be converted to CalPERS service credit under Section 20965, "Credit for Unused Sick Leave."

2. **Use of Sick Leave**

   Sick leave may be used for the following purposes:

   A. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member (defined in this Article 21).

   B. If employee is a victim of domestic violence, sexual assault, or stalking, sick leave may be used to obtain any relief to help ensure the health, safety, or welfare of the employee or his/her child.

C. For an employee who is an organ or bone marrow donor, pursuant to the provisions of California Labor Code section 1510.

D. Bereavement leave, as set forth in Article 4.

E. To attend to the illness of a family members, as defined by California Labor Code §245.5 (c), which includes: employee's biological, adoptive, or foster parent, stepparent, or legal guardian of employee or employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child; spouse or registered domestic partner; biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent; grandchild; or sibling, or designated person, limited to one designated person per 12-month period for sick leave.

F. Confidential and full-time unrepresented employees may use sick leave to donate blood for up to two (2) hours on four (4) occasions each calendar year. The maximum amount of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.

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

H. Employees who are off work for three (3) or more consecutive days due to a non-work-related illness or injury shall, if requested, supply a medical release to the Human Resources Division signed by the health care provider stating that the employee may return to full or modified duty. If returned to modified duty, the release must be specific as to the nature of the restrictions and the length of time, if known, that the restrictions are to remain in place.

3. <u>Coordination of Sick Leave and Disability Benefits</u>

A. When an employee, receives SDI benefits, and requests to integrate accrued leave with disability benefits, it will be integrated as follows:

- If they have accumulated leave, be treated as on leave; and
- Receive their full salary, which shall be a combination of compensation from the City and SDI.
    - While the employee is integrating SDI, the amount of the SDI payment(s) received shall be credited to the employee. The remainder of the employee's base salary will be paid first through sick leave (if sick leave use is permitted for the type of leave), then through other leave balances, with CTO last. Employees must notify the Human Resources Division of their intent to integrate and must

provide proof of payment from the Employment Development Department to the Human Resources Division in a timely manner.

- When all available leave hours are exhausted, beginning with sick leave (if sick leave use is permitted), they shall only receive SDI to the extent permitted by law.

4. Coordination of Sick Leave and Workers' Compensation Benefits

An employee injured while on duty who is receiving workers' compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in Section III.

5. Coordination of Accrued Vacation, and Compensatory Time Off with Disability and Workers' Compensation Benefits

A. An employee may request to integrate accrued leave with disability benefits to continue to receive a full salary, which shall be a combination of accrued vacation and/or CTO and SDI or workers' compensation benefits.

B. When permitted accrued leaves are exhausted, an employee shall be placed on leave without pay.

ARTICLE 4. BEREAVEMENT LEAVE

A. Each full-time employee will be eligible for up to twenty-four (24) hours of bereavement leave for purposes of bereavement following the death of a relative. If an employee requests additional time off for bereavement, an additional sixteen (16) hours may be charged to accrued sick leave.

1. Relatives Covered:

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

2. The following step/foster relationships are covered:

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

3. Bereavement leave is also available following the death of a non-related child, or close relative, who resided with the employee at the time of death.

B. Notification to the City

The employee shall notify his/her supervisor no later than the beginning of the next workday of the occurrence requiring bereavement leave and, if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per. A above.

ARTICLE 5. MANAGEMENT LEAVE

A significant amount of skill, effort, and devotion is required to be successful in a management position. In recognition of this, management leave is granted as part of the total management compensation package. Staff assigned to management classifications are expected to devote the time necessary to successfully perform the position's responsibilities and to accomplish established goals. Attendance at after-hours meetings or community gatherings is frequently required of management positions. Further, staff assigned to management positions frequently spend personal time doing work-related tasks. The compensation established for management classifications is not affected by the amount of time required, on an individual basis, for successful performance. Full-time management positions will typically require a minimum of eighty (80) hours per biweekly pay period.

Management employees below the director level may schedule their time as needed to meet the service needs of their division, subject to review and concurrence by the department director, division manager, or chief. Directors may schedule their time as needed to fulfill their management role in the department and any inter-departmental responsibilities that may be assigned. This schedule shall be subject to review and concurrence by the City Manager.

The City Manager retains the discretion to determine management leave based on individual circumstances, not to exceed eighty (80) hours. Management leave will be issued per calendar year to groups with the accrual rate as noted below:

- Department director level (Council-appointed position or exception): 80 hours
- Deputy director level: 64 hours
- Manager level: 56 hours
- All other classifications in the management group: 48 hours

Employees shall be credited with and have available for use the number of days as established herein as of January 1 each year. Should any employee be hired or promoted into a management position after January 1, they shall be credited with a prorated amount of management leave for the balance of the calendar year.

Management leave shall not be cumulative from year-to-year.

At the end of the calendar year, the City will cash out up to one-half (½) of any unused Management Leave based on the employees total accrual rate**,** at each employee's regular rate of pay. The cash out will be paid to the employee in the pay period following the pay period that

includes January 1. Any remaining unused Management Leave beyond one half (1/2) of the annual accrual rate will be forfeited.

Upon resignation or other termination of employment in good standing, the employee shall receive a prorated amount of unused management leave on the books as of the date the resignation is submitted, or the other termination is effective based on the portion of the fiscal year actually worked.

ARTICLE 6. FAMILY AND MEDICAL LEAVE ACT/CALFORNIA FAMILY RIGHTS ACT

A. FMLA/CFRA

An employee who has worked at least one thousand two hundred fifty (1,250) hours in the past twelve (12) months for the City is eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness, or to bond with a new child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

An employee who is in unpaid status during a family care and medical leave will suffer no break in service for purposes of determining seniority per the City's Personnel Rules.

The City reserves the right to temporarily transfer an employee who is taking intermittent family care and medical leave or is on a reduced leave schedule for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable in pay and benefits to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing the essential functions of the job.

The City may require the employee to utilize all accrued sick leave (if use is permitted by for type of leave), vacation, and management leave to cover the FMLA or CFRA period which otherwise would be unpaid. If the employee chooses, they may reserve five (5) days of accrued vacation leave for use upon their return from an extended period of family care and medical leave.

1. "Extended Period" is defined as an absence of two (2) weeks or more.
2. If all other leave is exhausted at the expiration of the family care and medical leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from family care and medical leave.

New child bonding leave must be taken within one (1) year of the child's birth, adoption, or start of foster care. It may be taken in increments of two (2) weeks or more; however, on two (2) occasions the employee may take such leave in smaller increments.

B. Pregnancy Disability Leave

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

2. Use of Leave

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

ARTICLE 7. LEAVE OF ABSENCE WITHOUT PAY

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

1. To be eligible for a leave of absence for personal reasons, an employee must have received an overall rating of "meets expectations" on their performance evaluation and have had no formal disciplinary actions in the twelve (12) months prior to the request.

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

B. Duration

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

C. Revocation of Leave of Absence

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

D. Return Upon Expiration of Leave of Absence

Upon return to work from a leave of absence, the employee shall be returned to his/her former position, if available, or an equivalent position, if available. If neither the former position nor an equivalent position is available, the employee will be reassigned to a vacant position for which he/she is qualified.

E. Non-Qualifying Service

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

F. Leave Usage

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

ARTICLE 8. JURY DUTY

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

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS

ARTICLE 1. PROBATIONARY PERIODS

A. Probationary Periods

1. Unless otherwise specified upon employment, all other management, confidential, and full-time unrepresented employees are subject to appointment by the City Manager.
2. Management employees serve at the will and pleasure of the City Manager, are exempt from competitive service, and do not serve a probationary period.
3. Upon appointment or promotion, confidential and unrepresented employees shall serve a twelve (12) months probationary period, except for promotion of an employee who has completed probation in the lower class to the next higher class in a flexibly staffed position.
4. Reclassifications and job title changes shall be exempt from serving a new probationary period.
5. The probationary period is an integral part of the selection process and shall be utilized as an opportunity to observe the employee's work, to provide training, and to assist the employee in adjusting to the new position. At any time during the probationary period, an employee may be released with or without cause, and shall be without the right of review of any kind.

B. An employee shall receive no less than three (3) performance evaluations during the initial twelve (12) month probationary period. An employee promoted into a new classification will receive no less than two (2) performance evaluations during his/her six (6) month probationary period. Such evaluations will be conducted at reasonable intervals.

C. Extension of Probationary Periods

1. The probationary period may be extended commensurately by each hour an employee is on authorized leave for more than five (5) consecutive workdays. Leaves include, but are not limited to, vacation, sick leave, CTO, and leaves without pay, including leaves granted under FMLA, CFRA, Pregnancy Disability Leave, Americans with Disabilities Act, and workers' compensation laws. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment.
2. Outside an authorized leave, a probationary period may be extended one (1) time at the City's sole discretion, for a period not to exceed six (6) months, to

ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

3. A probationary employee may, at the discretion of the department director, receive a salary step increase effective the beginning of the pay period, which includes the employee's salary anniversary date if they meet the following criteria:

    a. Received a satisfactory evaluation; and

    b. Completed an extended probationary period.

    The employee's salary anniversary date will be adjusted to the date the merit increase is granted.

ARTICLE 2. NEPOTISM

The purpose of a nepotism policy is to regulate, restrict, or prohibit power or influence in personnel matters in favor of relatives, friends, or associates, as it may have a detrimental effect on supervision and morale.

A. A relative is defined as an individual who is related by blood, marriage, domestic partnership, or adoption in any of the following ways: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, or any other situation that the Director of Administrative Services determines creates the possibility of a conflict of interest.

B. No relative of a City employee may serve in or be appointed, promoted, demoted, or transferred to a position within the same department or division in which the employee's' relative or spouse/domestic partner already holds a position if any of the following would result:

    1. Direct line of supervision, including any situation in which one employee would be in a position to affect the terms and conditions of the other's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The department director is considered in the direct line of supervision in that department.

    2. Both employees have the same supervisor.

    3. A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

C. Employees in lead or supervisory positions are prohibited from entering into romantic relationships with subordinates. Employees who become relatives or when existing employees enter into a relationship and/or who work in the same direct line of supervision within a City department shall notify the department director and Human Resources within thirty (30) days.

1. The City shall initially allow the affected employees to determine which employee will remain in their current position. If the affected employees have no preference, the department director, in consultation with the Director of Administrative Services and City Manager, shall determine which of the employees will remain in their current position, giving consideration to the business needs, work history with the City, and seniority of the affected employees.

   As to the other employee, the Director Administrative Services , in consultation with the City Manager, will attempt to make a mutually acceptable transfer or demotion in another supervisory unit or department. If a mutually acceptable transfer or demotion cannot be made, that employee shall be subject to separation.

ARTICLE 3. HOLIDAY FURLOUGH

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

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

B. Supervisors will notify those employees who will be required to work during the furlough by November 1.

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

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

ARTICLE 4. EMPLOYEE PERFORMANCE EVALUATIONS

The City shall conduct employee performance evaluations on City-issued evaluation forms. Performance evaluations are to be conducted at least annually, regardless of whether or not an employee is eligible for a salary step increase. Employees will be eligible for any appropriate annual step increase in the pay period which includes their anniversary date unless the Human Resources Division has received an employee's overall performance evaluation that is less than "meets expectations" (or equivalent language), or the employee has reached the top step of his/her classification.

ARTICLE 5. EXTRA STEP (MERIT) INCREASE

A department director may recommend to the City Manager for his/her approval that an eligible employee may receive one extra step increase during their annual evaluation. The department director shall submit written justification to the City Manager demonstrating the following:

- The employee has made significant achievements of City-wide importance, and the amount of the additional salary and benefit costs are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate).

The City Manager shall report all extra merit step increases to the City Council annually.

ARTICLE 6. CITY MANAGER ADDITIONAL AUTHORITY

Notwithstanding any of the provisions above, the City Manager may negotiate employment agreements for directors outside of the terms of this Document, provided that the employment agreement is brought to City Council for ratification at the earliest opportunity.

ROCKLIN MANAGEMENT, CONFIDENTIAL, AND OTHER UNREPRESENTED EMPLOYEES RULES, REGULATIONS, BENEFITS, AND POLICIES



TABLE OF CONTENTS

SECTION I – GENERAL 3
ARTICLE 1. INTENT 3
ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS 3
ARTICLE 3. EMPLOYEE RIGHTS 3
ARTICLE 4. SEVARABILITY 4
ARTICLE 5. CONFIDENTIAL EMPLOYEES 4
ARTICLE 6. MANAGEMENT EMPLOYEES 4

SECTION II – COMPENSATION 6
ARTICLE 1. COMPENSATION 6
ARTICLE 2. OVERTIME/COMPENSATOry TIME OFF 7
ARTICLE 3. Certification INCENTIVE PAY-Fire only 9
ARTICLE 4. SEVERANCE PAY 10

SECTION III – BENEFITS 11
ARTICLE 1. HEALTH AND OTHER BENEFITS 11
ARTICLE 2. STATE DISABILITY INSURANCE 15
ARTICLE 3. FLEXIBLE SPENDING PLAN 16
ARTICLE 4. RETIREMENT BENEFITS 16
ARTICLE 5. DEFERRED COMPENSATION 17
ARTICLE 6. RETIREE HEALTH BENEFITS 17
ARTICLE 7. TUITION REIMBURSEMENT 18
ARTICLE 8. UNIFORM ALLOWANCE 20

SECTION IV – LEAVES 21
ARTICLE 1. VACATION 21
ARTICLE 2. HOLIDAYS 22
ARTICLE 3. SICK LEAVE 22
ARTICLE 4. BEREAVEMENT LEAVE 25
ARTICLE 5. MANAGEMENT LEAVE 26
ARTICLE 6. FAMILY AND MEDICAL LEAVE ACT/CALFORNIA FAMILY RIGHTS ACT 27
ARTICLE 7. LEAVE OF ABSENCE WITHOUT PAY 28
ARTICLE 8. JURY DUTY 29

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS 30
ARTICLE 1. PROBATIONARY PERIODS 30
ARTICLE 2. NEPOTISM 31
ARTICLE 3. HOLIDAY FURLOUGH 32
ARTICLE 4. EMPLOYEE PERFORMANCE EVALUATIONS 32
ARTICLE 5. EXTRA STEP (MERIT) INCREASE 33
ARTICLE 6. CITY MANAGER ADDITIONAL AUTHORITY 33

CITY OF ROCKLIN MANAGEMENT, CONFIDENTIAL, AND UNREPRESENTED EMPLOYEES
RULES, REGULATIONS, BENEFITS, AND POLICIES

The City Council of the City of Rocklin hereby adopts the following rules, regulations, benefits, and policies; hereafter ("Document"):

SECTION I – GENERAL

ARTICLE 1. INTENT

This Document shall be the policy of administering the employee relations between the City of Rocklin, hereafter the "City" and the management, confidential, and other unrepresented employees of the City. All previous resolutions of the City Council in regard to salaries and benefits for employees are hereby expressly superseded.

When there is a conflict between these Rules, Regulations, Benefits and Policies Relating to Management, Confidential, and Other Unrepresented Employees and the Personnel Rules, the language in these Rules, Regulations, Benefits and Policies relating to Management, Confidential, and Other Unrepresented Employees shall govern.

For purposes of this Document, "Management" and "Confidential" Employees shall be defined consistently with the definition contained within the City's Employee/Employer Resolution (2017-237). "Other Unrepresented" Employees shall be defined as those employees or classifications that are not represented by a recognized employee organization and are not performing duties consistent with the definition of Management employees or Confidential employees as defined by the City's Employee/Employer Resolution, or classifications that are represented by a recognized employee organization but where the recognized employee organization does not represent temporary employees. As used herein, "full-time employee" is intended to refer to those employees that meet the definition of "full-time employee" in the City's Personnel Rules.

ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS

This Document shall remain in effect from the date of adoption and for each fiscal year thereafter, until or unless said resolution shall be repealed or modified by the City Council.

ARTICLE 3. EMPLOYEE RIGHTS

The provisions of this Document shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, sexual orientation, marital status, national origin, ancestry, political or religious opinions or affiliations, or physical or mental disability, or any other legally protected class or group.

ARTICLE 4. SEVARABILITY

If any provision of this Document or if the application of such provision to any person or circumstances shall be held invalid, the remainder of this document or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

ARTICLE 5. CONFIDENTIAL EMPLOYEES

Employees in this group include the following positions, which are designated as such by virtue of the fact that they are privy to information used in the conduct of employer/employee relations.

- Administrative Office Clerk
- Administrative Office Assistant
- Communications Specialist
- Department Administrative Specialist
- Deputy City Clerk
- Executive Assistant
- Executive Assistant to the City Manager
- Human Resources Technician
- Information Technology Analyst-one designated position
- Legal Secretary
- Paralegal
- Payroll Technician I/II
- Senior Human Resources Technician

ARTICLE 6. MANAGEMENT EMPLOYEES

With the exception of the City Manager and City Attorney, whom are directly appointed by and serve at the pleasure of the City Council pursuant to respective employment agreements, Employees in this group are at-will employees who serve at the pleasure of the City Manager and may be directly appointed to a vacant position. At-will employment is employment as defined by the California Labor Code as the default form of employment in the State of California.

- Assistant City Attorney
- Assistant City Manager
- Assistant to the City Manager
- Associate Management Analyst
- Chief Building Official
- City Clerk
- City Engineer/Deputy Director of Community Development
- Code Enforcement Program Manager
- Deputy Director of Administrative Services
- Deputy Fire Chief

- Director of Administrative Services
- Director of Community Development
- Director of Parks and Recreation
- Director of Public Works
- Fire Chief
- Information Technology Manager
- Management Analyst
- Manager of Planning Services
- Manager of Police Records and Communications
- Parks and Recreation Manager
- Payroll Administrator
- Police Captain
- Police Chief
- Principal Information Technology Analyst
- Principal Management Analyst
- Principal Planner
- Public Works Manager
- Senior Engineer
- Senior Management Analyst

SECTION II – COMPENSATION

ARTICLE 1. COMPENSATION

1. **Salary**

   Effective, the first full pay period of July 2025, the City will increase base wages for all management and confidential classifications by 2.0%.

2. **Salary Schedules**

   A. **Salary Schedule**

   The Salary Schedule shall consist of ten (10) salary steps (steps 1 through 10). The increase from step 1 to step 2 shall be approximately 3.5% with all subsequent steps increasing by approximately 3.5% through step 10.

   Merit increases will be implemented at the beginning of the pay period that includes the employee's salary anniversary date, after the employee has worked full-time for twelve (12) months and has received an overall performance evaluation rating of "meets expectations" on their performance evaluation at their current step. Merit increases must be approved by the employee's supervisor.

3. **Confidential Employees Special Pay**

   Confidential employees will receive 2.5% above annual base salary as special pay to acknowledge their confidential status (consistent with the Employer/Employee Resolution) by virtue of the fact that they are privy to information used in the conduct of employer/employee relations.

4. **City Treasurer Special Pay**

   If the employee appointed as the City Treasurer is not a department director, then the employee shall receive 5% special pay to account for the duties and responsibilities of functioning as a City Treasurer. Should the City Treasurer be appointed to a department director position, the special pay shall be terminated the following pay period of such effective date of the department director status.

5. **Salary Upon Promotion**

   Upon promotion, an employee shall be placed at a step which provides a minimum of 10% base rate of pay salary increase, unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range. Promotional salary determinations are excluded from the Advanced Salary Step Placement Administrative Policy. Promotions shall become effective at the beginning of a pay period. The effective date of promotion shall establish the employee's new salary anniversary date.

6. Executive Allowance

The Executive Allowance is an annual benefit of $4,200 provided to Department Directors to cover business-related expenses, including automobiles, cell phones, and technology (laptop and tablets). This allowance is paid in 26 equal installments, aligned with the City of Rocklin's payroll schedule. Except as may be provided in an employment agreement between the City and a City Council-appointed position, positions appointed by the City Council are excluded from this benefit.

ARTICLE 2. OVERTIME/COMPENSATORY TIME OFF

Management Employees

A. Management employees are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) and are not eligible for overtime pay.

B. Notwithstanding section A above, exempt fire management employees assigned to a strike team or mutual aid activities covered by the California Fire Assistance Agreement shall be compensated at one and one-half (1.5) times his/her base rate of pay for hours worked outside of regularly scheduled hours when the City is being reimbursed at the one and one-half (1.5) rate.

    1. Additional compensation paid to the Deputy Fire Chief pursuant to Sections B or C shall not alter their continuing status as "exempt' employees under the Fair Labor Standard Act as specified in 29 CFR sec. 541.604.

C. Exempt fire management employees assigned to a strike team or mutual aid activities covered by the California Fire Assistance Agreement shall be compensated at his/her base rate of pay from the time of dispatch to his/her return to jurisdiction when equipment and personnel are in service and available for agency response (i.e., portal-to-portal).

D. Notwithstanding section A above, exempt Police management employees may be eligible for overtime under the following conditions:

    1. The Manager of Police Records and Communications may work overtime in the Classification of Public Safety Dispatch Supervisor classification represented by Rocklin Police Officers' Association (RPOA), in the Dispatch Center.

    2. Police Captains may work overtime in a lower classification represented by RPOA as special events and grant-funded operations/events as determined by the Police Chief.

    3. Rate of pay:

        - A designated supervisor or manager working an overtime assignment in a lower classification represented by RPOA shall be compensated at the rate of one and one-half (1.5) of the top step hourly rate of pay for the classifications being filled, for each hour worked.

- If there is no equivalent, the pay for the designated supervisor or manager will move to the rate of pay that is just below the current rate of pay for the employee for the classification worked.

Additional compensation paid to the Manager of Police Records and Communications and Police Captains shall not alter their continuing status as "exempt' employees under the FLSA as specified in 29 CFR sec. 541.604.

Confidential Employees and Other Unrepresented Non-Exempt Employees

For the purposes of this Document, the following words and phrases have the following meaning:

A. Employees who are required to work in excess of forty (40) paid hours in a workweek shall be compensated at one and one-half (1.5) of their regular rate of pay which is the employee's base rate of pay plus all differentials to which the employee is entitled. Vacation and compensatory time off (CTO) are not considered time worked for purposes of computing overtime.

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

C. Work shift is defined as day shift (6 a.m. - 6 p.m. daily) or night shift (6 p.m. to 6 a.m. daily).

D. Work schedule is defined as the hours and days of work assigned to an employee.

E. Paid hours are defined as regular and holiday hours.

Overtime Payment

Confidential and Other Unrepresented Non-Exempt Employees Only

A. Overtime will be paid for all employees who work in excess of forty (40) paid hours in a workweek and shall be compensated at one and one-half (1.5) of their regular rate of pay as defined by the FLSA. Vacation and CTO are not considered time worked for purposes of computing overtime.

B. Employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their regular rate of pay for all hours worked in excess of twelve (12) continuous hours. The payment of double time for these hours will offset the City's requirement to pay for those hours at an overtime rate if an employee is compensated for more than forty (40) hours in that week. All "double time" overtime shall be paid in the current payroll.

C. When the City approves an employee's attendance at an off-site training workshop, the employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The employee will be in paid status for the travel time to and from the workshop that exceeds the employee's regular commute

time. The double time payment after twelve (12) continuous hours worked (Section B above) does not apply to off-site training events.

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

Compensatory Time Off

Confidential Employees Only

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

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

C. Employees are expected to request the use of accrued CTO in accordance with the procedures and timelines established by each department or division. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements. When the employee is carrying the maximum CTO hours, all overtime must be paid at one and one-half (1.5) of their regular rate of pay in the pay period worked. In the pay period following the annual holiday furlough, the City shall pay the employee for up to forty (40) CTO hours earned through the previous pay period at the then current regular rate of pay.

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

Fire Recruit Only

A. While assigned to attend a fire academy, the classification of Fire Recruit shall not be paid overtime for hours worked in excess of forty (40) hours in a one-week period, but rather, shall only accrue compensatory time in lieu of receiving paid overtime in accordance with the provisions of this article.

B. Upon successful completion of the assigned fire academy and prior to promoting to Firefighter, the department may either: (1) pay the existing CTO balance to the fire recruit; or (2) require the fire recruit to use any accrued CTO.

ARTICLE 3. CERTIFICATION INCENTIVE PAY-FIRE ONLY

A. Deputy Fire Chiefs who hold a current EMT certification (and do not receive paramedic pay) shall receive additional compensation of one hundred dollars ($100) per month (equivalent to forty-six dollars and fifteen cents [$46.15] per pay period). This

compensation will be provided only while the employee's certification is active and valid with the local EMS Agency (LEMSA), and is contingent upon verification of that certification.

B. Deputy Fire Chiefs who hold a current paramedic certification shall receive additional compensation of six hundred fifty dollars ($650) per month (equivalent to three hundred dollars [$300] per pay period). This additional compensation will be provided only while the employee's certification is active and valid with the local EMS Agency (LEMSA), and is contingent upon verification of that certification. Employees receiving paramedic pay are not eligible to receive EMT pay.

ARTICLE 4. SEVERANCE PAY

Management employees serve at the pleasure of the City Manager and are 'at-will' employees whose employment may be terminated by the City at any time for any reason, or for no reason, without any cause whatsoever.

If an employee, who has been in their current position for a minimum of one (1) year is requested to resign or is terminated from employment and has a signed notice of acknowledgement of at-will employment on file, he/she shall receive severance pay based on years of service according to the formula in Article 4, provided that the termination of employment was not the result of a layoff; or the management employee has not been convicted of the commission of any felony or of any crime of moral turpitude or of any crime in the performance of, or related to, their duties; or committed misfeasance or malfeasance in their official duties; or has been terminated for any other reasonable "cause" as defined in the City's Personnel Rules. The management employee shall not be entitled to severance compensation under any other circumstances.

Severance pay shall be determined as follows:

- Zero through ten years of service: Two (2) months' base salary.
- More than ten years of service: Three (3) months' base salary.
- Department Directors: Three (3) months' base salary.

For purposes of this Article 4, 'base salary' shall mean the monthly proration of the annual salary specified in the Salary Schedule, less applicable tax withholding. As a condition to receipt of severance compensation, the management employee shall execute a release of all claims against the City in a form deemed satisfactory to the City and approved by the City Attorney.

Management employees on an employment agreement contract are exempted from the provisions of this article 4.

SECTION III – BENEFITS

ARTICLE 1. HEALTH AND OTHER BENEFITS

1. Policy

The City will offer insurance benefits covering medical, dental, vision, long-term disability (LTD), life, and accidental death and dismemberment (AD&D) for those full-time employees who are qualified in accordance with the plan specifications. Dependent coverage will be offered only on medical, dental, and vision plans.

2. Selection of Carriers

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

3. Benefits

A. Health Insurance

The City offers eligible employees enrollment in a CalPERS medical plan under the Public Employee's Medical and Hospital Care Act (PEMHCA).

From July 1, 2025 until the end of the 2025 benefit year, or as soon as the City can administratively start based on CalPERS's approval, the City will make a direct monthly contribution towards the premium cost for the PEMHCA medical insurance plan and coverage level selected by each participating employee up to a maximum of $1,200 per month. Employees shall be responsible for the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution. To the extent a participant does not utilize the entire $1,200 toward medical premiums, the remainder shall be retained by the City and shall not be cashed out or applied to other benefits.

Commencing January 1, 2026, the City will make direct monthly contributions towards the premium cost for the PEMHCA medical insurance plan and coverage level selected by each participating employee in an amount equal to the current PEMHCA minimum. The PEMHCA minimum is prescribed by Government Code section 22892 and adjusted annually by CalPERS. The City will also provide a separate cafeteria plan contribution described in the Cafeteria Plan section below.

B. Payroll Deduction

Employees who elect benefits that require payment of premiums or contributions beyond the City's contributions authorize that the additional amount shall be paid through a biweekly payroll deduction.

C. Dental Insurance

The City shall pay for an eligible employee's dental premium up to the PPO Basic Dental Plan at the family level coverage.

Employees who select the Dental Plan – PPO Enhanced option ($1,500 calendar-year maximum) shall pay the difference in any monthly premium cost for dental coverage that exceeds the City's direct contribution. Such payments may be made pre-tax through payroll deduction over twenty-four (24) biweekly benefit pay periods.

D. Vision Insurance

The City shall pay the entire premium for family coverage under the vision plan.

E. Cafeteria Plan

The City maintains a cafeteria plan, pursuant to Section 125 of the Internal Revenue Service (IRS) code and related regulations, for the purposes of offering employees access to various health and welfare benefits.

Effective January 1, 2025, the City shall increase its flexibility benefit contribution to three hundred seventy-five dollars ($375) per month.

All eligible employees must enroll in one of the PEMHCA medical plans unless they submit to the City satisfactory proof of alternative medical insurance coverage that meets the eligible opt-out arrangement requirements listed below.

Commencing January 1, 2026, or as soon as the City can administratively start based on CalPERS approval of the PEMHCA minimum contribution, for full-time regular employees, the City will provide a cafeteria plan contribution for the employee's PEMHCA medical plan set at 100% of the Kaiser plan at the employee plus one coverage level ($2,337.16 for 2026 (Kaiser employee +1 tier)), minus the PEMHCA minimum contribution. For part-time regular employees, the City will make a cafeteria plan contribution for the employee's PEMHCA medical plan at a pro-rated percentage of the Kaiser employee + 1 tier equivalent to the part-time fraction of the FTE position occupied by the part-time regular employee, minus the PEMHCA minimum contribution.

Any increases to the PEMHCA minimum contribution during the term of this contract will result in a corresponding decrease to the amount of the additional City cafeteria plan contribution, so that the total maximum City contribution to the cafeteria plan and to CalPERS for medical insurance premiums directly never exceeds the 2026 Kaiser employee +1 tier premium described above.

The City contribution to the cafeteria plan shall be adjusted annually based on the January 1 premium payment for the Kaiser employee + 1 tier in the manner described below.

The City will pay 100% of the 2026 Kaiser employee +1 tier premium, minus the PEMHCA minimum contribution. The City will pay eighty percent (80%) of the Kaiser employee +1 tier health insurance premium increase starting with the plan year 2027. The employees will pay twenty percent (20%) of the health insurance premium increase, if any, starting in plan year 2027.

In the event an employee subscribes to a PEMHCA medical plan with a lower monthly premium than that of the Kaiser employee + 1 tier, the City will pay up to but not more than 100% of the premium for that plan. If the employee selects a PEMHCA medical plan with a higher monthly premium, then the employee will pay the balance.

In the event an employee 1) subscribes to a PEMHCA medical plan with a lower monthly premium than that of the Kaiser employee + 1 tier or 2) declines the City medical insurance and takes the Health Coverage Reduction Incentive, the employee shall only be eligible to use a maximum of $375 toward purchasing other health benefits under the cafeteria plan, including the Health Flexible Spending Plan.

For part-time employees, the City shall contribute one hundred and fifty ($150) per month ("Flex Dollars") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the cafeteria plan may allocate their Flex Dollars to any of the pre-tax qualified benefits, including medical or dental premiums, offered by the City under the Section 125 plan, provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence.

In no event shall the cafeteria dollars have cash value.

F. Long-Term Disability Insurance

Management Employees

The City shall provide each employee with LTD coverage at 60% of their salary up to a maximum benefit of six thousand dollars ($6,000) per month with a ninety (90) day waiting period.

Confidential and Other Unrepresented Full-Time Employees

The City shall provide each employee with LTD coverage at 50% of their salary up to a maximum benefit of six thousand dollars ($6,000) per month with a ninety (90) day waiting period.

G. Life and Accidental Death and Dismemberment Insurance

Management Employees

For department directors, regardless of hire date, and management employees hired before July 1, 2012, the City shall provide life insurance in the amount of two hundred thousand dollars ($200,000) of basic life, plus two hundred thousand dollars ($200,000) AD&D. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

For management employees hired on or after July 1, 2012, the City shall provide basic life and AD&D insurance in the amount specified below. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

- Police Captain and Deputy Fire Chief $100,000
- All Other Management Personnel $50,000

Confidential Employees and Other Unrepresented Full-Time Employees

For confidential employees hired before July 1, 2012, the City shall provide life insurance in the amount of one hundred thousand dollars ($100,000) of basic life, plus one hundred thousand dollars ($100,000) AD&D insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

For confidential employees hired on or after July 1, 2012, the City shall provide life insurance in the amount of fifty thousand dollars ($50,000) of basic life, plus fifty thousand dollars ($50,000) AD&D insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

4. Health Coverage Reduction Incentive

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

B. Employees who participate in the program must continue to maintain their coverage in the City's dental, vision, life, AD&D, and LTD plans. Participation in these plans with a minimum of employee-only coverage is required for all employees ("Required Coverage – Employee Only").

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

D. Health coverage reduction incentive payments will be received as taxable income.

For any month(s) in which the employee's medical insurance selection results in a cost-savings to the City, participants in the program will receive benefits as follows:

Eligibility Categories	Maximum Monthly Payment
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Employee Only	$350.00
No Health – Minimum Required Coverage *(Dental, Vision, Life, & LTD)* for Employee + One and Family	$325.00

Employee must also meet the following requirements for this program:

- The employee must have minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California);
- The employee and all individuals in the employee's expected tax family have (or will have) the required minimum essential coverage. An employee's expected tax family includes all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the employee's plan year to which the opt-out arrangement applies;
- The employee must provide reasonable evidence of the MEC for the applicable period to the Human Resources Division. Reasonable evidence may include an attestation by the employee;
- The employee must provide the evidence/attestation every plan year;
- The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
- The opt-out payment cannot be made (and the City must not in fact make payment) if the City knows or has reason to know that the employee or a tax family member does not have the alternative coverage.

ARTICLE 2. STATE DISABILITY INSURANCE

All employees shall be eligible for state disability insurance (SDI) benefits as provided for in the SDI program. The City shall contribute the full premium for this program.

ARTICLE 3. FLEXIBLE SPENDING PLAN

The City will continue to make available to employees a Health Flexible Spending Plan and Dependent Care Flexible Spending Plan established pursuant to IRS Section 125. The Health Flexible Spending Plan allows eligible employees to set aside up to the maximum amount allowed under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The Dependent Care Flexible Spending Plan also allows the employees to set aside pre-tax income to pay for costs of childcare and adult dependent care. Employees may choose to enroll in the Health Flexible Spending Plan for the coming calendar year. Participants must pay the monthly cost to fund the plan(s) by authorizing biweekly pre-tax payroll deductions.

ARTICLE 4. RETIREMENT BENEFITS

1. Classic Employees

These are employees who are CalPERS members and meet the definition of a Classic Member as determined by CalPERS.

A. Classic Employees Retirement Plan

The City agrees to maintain membership and to continue to contract with the CalPERS for the 2% @ 55 plan for non-safety ("miscellaneous") employees and the 3% @ 50 plan for safety employees, with the following additional contract provisions as found in the following sections of the California Government Code pertaining to PERS (Title 2, Division 5):

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

B. Classic Employees Retirement Member Contribution

Management, confidential, and other unrepresented full-time miscellaneous employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution for a total of 9% of the employee's salary. Management public safety employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution for a total of 11% of the employee's salary.

2. Public Employees' Pension Reform Act Employees Retirement Plan (Hired on or after 1/1/13)

These Public Employees' Pension Reform Act (PEPRA) employees are employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past six (6) months, or do not meet the definition of a classic member as determined by CalPERS.

C. PEPRA Employees Retirement Plan

For PEPRA employees, the City will contract with CalPERS for the 2.7 % @ 57 plan for safety employees and 2% @ 62 plan for miscellaneous employees as required by law, with the following options:

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

D. PEPRA Employees Retirement Member Contribution

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

Management, confidential, and other unrepresented full-time employees shall contribute 2% of his/her respective salary towards the employer's retirement contribution.

ARTICLE 5. DEFERRED COMPENSATION

For employees hired prior to July 1, 2012 (regardless of bargaining unit upon initial hire), the City will contribute up to three hundred dollars ($300.00) per month in matching funds for management employees, and the City will contribute up to two hundred dollars ($200.00) per month in matching funds for confidential employees who participate in a City-sponsored deferred compensation program.

For employees hired prior to July 1, 2012 (regardless of bargaining unit upon initial hire), the City will contribute two hundred dollars ($200.00) per month (no match required) for employees to a City-sponsored deferred compensation program. If any type of "health savings account" becomes available under the City's benefits program, confidential employees could direct these funds to that account to the extent allowed by law.

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

Effective the first pay period in July 2024, the City will contribute monthly matching funds to deferred compensation for management employees, as noted below. Contributions shall be made prospectively in each pay period, and no retroactive contributions will be made. Management employees hired into a classification covered by this resolution prior to July 1, 2012; shall remain eligible for deferred compensation as noted above and shall not be eligible for the dollar amounts noted herein.

- Department Director level: $350.00
- Deputy Director level: $200.00
- Manager level: $150.00
- All other classifications in the management group: $100.00

ARTICLE 6. RETIREE HEALTH BENEFITS

All City management, confidential, and other unrepresented full-time employees that meet the eligibility requirements for CalPERS retirement and retire within one hundred twenty (120) days of separation from the City are eligible for post-retirement health benefits.

The City shall contribute up to a maximum of one thousand two hundred dollars ($1,200) per month (depending on the medical plan and coverage level selected) for post-retirement medical insurance premium costs. Eligible retirees shall receive 100% of the City's contribution and any subsequent increases towards their post-retirement health benefits. The retiree health benefits described in this Article 16 are intended to be permanent for current retirees as of July 5, 2019, and employees who retire before this Resolution is repealed. Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire prior to this Resolution is repealed shall exist and continue beyond the length of this Resolution, and are not dependent on the existence of any subsequent or future Resolution; however, the City may agree to increase the amount of the retiree health benefit in the future.

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

ARTICLE 7. TUITION REIMBURSEMENT

1. Eligibility and Approval

Management, confidential, and other unrepresented full-time employees shall be eligible for tuition and related expense reimbursement for completing pre-approved course work in a regionally accredited college, school, or university. Pre-approved job-related extension courses or certificate programs offered through regionally accredited colleges and universities are also eligible for reimbursement. Courses, books, and supplies paid for via state, federal, or private grants are excluded from reimbursement.

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

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

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

C. A statement demonstrating how the requested course work will benefit the City, and how such training will enhance the City's ability to complete its program, which will include the relevance of the plan to the employee's work assignment; and

D. A statement demonstrating how such proposed training will increase the employee's proficiency while working for the City.

When department operations allow, the department director may approve flexible hours (consistent with the Alternative Work Schedule Policy) to accommodate class schedules.

2. <u>Reimbursement</u>

A. Within ninety (90) days of completing the course work, the employee must submit to the Human Resources Division a copy of their grade report evidencing completion of the course work with a grade C or better, and an itemized receipt reflecting the items that are being claimed for reimbursement.

B. Items qualifying for reimbursement include:

   a. Tuition (in-state only)
   b. Required textbooks
   c. Required supplies
   d. Parking permits
   e. Other required fees

C. Items NOT qualifying for reimbursement include:

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

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

ARTICLE 8. UNIFORM ALLOWANCE

The following classifications shall receive a uniform allowance of thirty-six dollars and fifty-four cents ($36.54) per pay period:

- Deputy Fire Chief
- Fire Chief
- Police Captain
- Police Chief

The following classification shall receive a uniform allowance of thirty dollars ($30.00) per pay period:

- Manager of Police Records and Communications
- Code Enforcement Program Manager

SECTION IV – LEAVES

ARTICLE 1. VACATION

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

1. Policy

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

2. Accrual Rates and Maximum Accumulation

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

Year	Days/year	Maximum Accrual
1	15 (.0577 per hour)	240 hours
2	16 (.0615 per hour)	240 hours
3	17 (.0654 per hour)	240 hours
4	18 (.0692 per hour)	240 hours
5	20 (.0769 per hour)	260 hours
10	23 (.0885 per hour)	280 hours
15	25 (.0962 per hour)	300 hours
20+	27 (.1039 per hour)	320 hours

B. When an employee accrues the maximum number of accrual hours as set forth above, the employee shall cease accruing vacation until such time as the employee has utilized vacation hours to bring the total hours below the maximum stated accrual. At no time may an employee have a total balance of vacation hours in excess of the maximum leave accrual.

C. The City reserves the right to require employees who currently have a balance approaching their maximum accrual to take time off. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements to reduce the accrued hours prior to December 31 of each year.

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

E. The City Manager shall have the authority to grant up to five (5) additional days of vacation annually (to equal a maximum of twenty [20] days each year) to any individual in any management position during their first four (4) years of service with the City. The City Manager shall also have the authority to credit five (5) days of vacation from the first year's accrual as of the first day of employment.

F. Department directors shall be entitled to no less than twenty (20) days of vacation per year, regardless of their date of hire.

G. If an employee receives a higher accrual rate as stated in E and F above, the employee's accrual rate will not increase until their years of service entitle them to a higher accrual rate according to the schedules included in this Document.

ARTICLE 2. HOLIDAYS

Full-time employees shall be eligible to receive paid scheduled holidays. During the term of this Document, the City will recognize the holidays as specified below:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Thanksgiving Friday	Friday following the fourth Thursday
Christmas Day	December 25

Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the succeeding Monday. An employee may not use a designated holiday as his/her last day of employment. The employee must be in paid status for the entire subsequent workday after the holiday to qualify for holiday pay.

ARTICLE 3. SICK LEAVE

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

1. **Accrual and Cash Out**

   A. Full-time employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0462 multiplied by the actual number of hours in paid status, with the exception of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Employees may use accrued sick leave as soon as it is accrued.

   B. Temporary employees shall accrue up to three (3) sick leave days per fiscal year in accordance with California Labor Code 246, following a ninety (90) day waiting period. Employees may use accrued sick leave as soon as it is accrued.

   C. For full-time employees hired before July 1, 2012, upon termination of employment in good standing, the accumulated sick leave may be sold back as follows:

Total Accumulated Sick Leave	Buyout Rate
0 – 29 days	0%
30 – 39 days	10%
40 – 49 days	20%
50 – 59 days	30%
60 – 69 days	40%
70+ days	50%

   The formula for the buyback shall be: Total accumulated days multiplied by the current hourly rate in effect at the date of separation multiplied by the buyout rate from the chart above.

   For full-time employees hired on or after July 1, 2012, upon termination of employment in good standing, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of twenty-nine (29) days.

   Upon retirement, an employee may choose to (1) convert his/her total sick leave to CalPERS service credit; or (2) sell back his/her sick leave under the schedule noted above. The sick leave remaining after the buyout will be converted to CalPERS service credit under Section 20965, "Credit for Unused Sick Leave."

2. **Use of Sick Leave**

   Sick leave may be used for the following purposes:

   A. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member (defined in this Article 21).

   B. If employee is a victim of domestic violence, sexual assault, or stalking, sick leave may be used to obtain any relief to help ensure the health, safety, or welfare of the employee or his/her child.

C. For an employee who is an organ or bone marrow donor, pursuant to the provisions of California Labor Code section 1510.

D. Bereavement leave, as set forth in Article 4.

E. To attend to the illness of a family members, as defined by California Labor Code §245.5 (c), which includes: employee's biological, adoptive, or foster parent, stepparent, or legal guardian of employee or employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child; spouse or registered domestic partner; biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent; grandchild; or sibling, or designated person, limited to one designated person per 12-month period for sick leave.

F. Confidential and full-time unrepresented employees may use sick leave to donate blood for up to two (2) hours on four (4) occasions each calendar year. The maximum amount of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.

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

H. Employees who are off work for three (3) or more consecutive days due to a non-work-related illness or injury shall, if requested, supply a medical release to the Human Resources Division signed by the health care provider stating that the employee may return to full or modified duty. If returned to modified duty, the release must be specific as to the nature of the restrictions and the length of time, if known, that the restrictions are to remain in place.

3. <u>Coordination of Sick Leave and Disability Benefits</u>

A. When an employee, receives SDI benefits, and requests to integrate accrued leave with disability benefits, it will be integrated as follows:

- If they have accumulated leave, be treated as on leave; and
- Receive their full salary, which shall be a combination of compensation from the City and SDI.
    - While the employee is integrating SDI, the amount of the SDI payment(s) received shall be credited to the employee. The remainder of the employee's base salary will be paid first through sick leave (if sick leave use is permitted for the type of leave), then through other leave balances, with CTO last. Employees must notify the Human Resources Division of their intent to integrate and must

provide proof of payment from the Employment Development Department to the Human Resources Division in a timely manner.

- When all available leave hours are exhausted, beginning with sick leave (if sick leave use is permitted), they shall only receive SDI to the extent permitted by law.

4. Coordination of Sick Leave and Workers' Compensation Benefits

An employee injured while on duty who is receiving workers' compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in Section III.

5. Coordination of Accrued Vacation, and Compensatory Time Off with Disability and Workers' Compensation Benefits

A. An employee may request to integrate accrued leave with disability benefits to continue to receive a full salary, which shall be a combination of accrued vacation and/or CTO and SDI or workers' compensation benefits.

B. When permitted accrued leaves are exhausted, an employee shall be placed on leave without pay.

ARTICLE 4. BEREAVEMENT LEAVE

A. Each full-time employee will be eligible for up to twenty-four (24) hours of bereavement leave for purposes of bereavement following the death of a relative. If an employee requests additional time off for bereavement, an additional sixteen (16) hours may be charged to accrued sick leave.

1. Relatives Covered:

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

2. The following step/foster relationships are covered:

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

3. Bereavement leave is also available following the death of a non-related child, or close relative, who resided with the employee at the time of death.

B. Notification to the City

The employee shall notify his/her supervisor no later than the beginning of the next workday of the occurrence requiring bereavement leave and, if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per. A above.

ARTICLE 5. MANAGEMENT LEAVE

A significant amount of skill, effort, and devotion is required to be successful in a management position. In recognition of this, management leave is granted as part of the total management compensation package. Staff assigned to management classifications are expected to devote the time necessary to successfully perform the position's responsibilities and to accomplish established goals. Attendance at after-hours meetings or community gatherings is frequently required of management positions. Further, staff assigned to management positions frequently spend personal time doing work-related tasks. The compensation established for management classifications is not affected by the amount of time required, on an individual basis, for successful performance. Full-time management positions will typically require a minimum of eighty (80) hours per biweekly pay period.

Management employees below the director level may schedule their time as needed to meet the service needs of their division, subject to review and concurrence by the department director, division manager, or chief. Directors may schedule their time as needed to fulfill their management role in the department and any inter-departmental responsibilities that may be assigned. This schedule shall be subject to review and concurrence by the City Manager.

The City Manager retains the discretion to determine management leave based on individual circumstances, not to exceed eighty (80) hours. Management leave will be issued per calendar year to groups with the accrual rate as noted below:

- Department director level (Council-appointed position or exception): 80 hours
- Deputy director level: 64 hours
- Manager level: 56 hours
- All other classifications in the management group: 48 hours

Employees shall be credited with and have available for use the number of days as established herein as of January 1 each year. Should any employee be hired or promoted into a management position after January 1, they shall be credited with a prorated amount of management leave for the balance of the calendar year.

Management leave shall not be cumulative from year-to-year.

At the end of the calendar year, the City will cash out up to one-half (½) of any unused Management Leave based on the employees total accrual rate**,** at each employee's regular rate of pay. The cash out will be paid to the employee in the pay period following the pay period that

includes January 1. Any remaining unused Management Leave beyond one half (1/2) of the annual accrual rate will be forfeited.

Upon resignation or other termination of employment in good standing, the employee shall receive a prorated amount of unused management leave on the books as of the date the resignation is submitted, or the other termination is effective based on the portion of the fiscal year actually worked.

ARTICLE 6. FAMILY AND MEDICAL LEAVE ACT/CALFORNIA FAMILY RIGHTS ACT

A. FMLA/CFRA

An employee who has worked at least one thousand two hundred fifty (1,250) hours in the past twelve (12) months for the City is eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness, or to bond with a new child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

An employee who is in unpaid status during a family care and medical leave will suffer no break in service for purposes of determining seniority per the City's Personnel Rules.

The City reserves the right to temporarily transfer an employee who is taking intermittent family care and medical leave or is on a reduced leave schedule for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable in pay and benefits to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing the essential functions of the job.

The City may require the employee to utilize all accrued sick leave (if use is permitted by for type of leave), vacation, and management leave to cover the FMLA or CFRA period which otherwise would be unpaid. If the employee chooses, they may reserve five (5) days of accrued vacation leave for use upon their return from an extended period of family care and medical leave.

1. "Extended Period" is defined as an absence of two (2) weeks or more.
2. If all other leave is exhausted at the expiration of the family care and medical leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from family care and medical leave.

New child bonding leave must be taken within one (1) year of the child's birth, adoption, or start of foster care. It may be taken in increments of two (2) weeks or more; however, on two (2) occasions the employee may take such leave in smaller increments.

B. Pregnancy Disability Leave

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

2. Use of Leave

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

ARTICLE 7. LEAVE OF ABSENCE WITHOUT PAY

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

1. To be eligible for a leave of absence for personal reasons, an employee must have received an overall rating of "meets expectations" on their performance evaluation and have had no formal disciplinary actions in the twelve (12) months prior to the request.

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

B. Duration

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

C. Revocation of Leave of Absence

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

D. Return Upon Expiration of Leave of Absence

Upon return to work from a leave of absence, the employee shall be returned to his/her former position, if available, or an equivalent position, if available. If neither the former position nor an equivalent position is available, the employee will be reassigned to a vacant position for which he/she is qualified.

E. Non-Qualifying Service

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

F. Leave Usage

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

ARTICLE 8. JURY DUTY

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

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS

ARTICLE 1. PROBATIONARY PERIODS

A. Probationary Periods

1. Unless otherwise specified upon employment, all other management, confidential, and full-time unrepresented employees are subject to appointment by the City Manager.
2. Management employees serve at the will and pleasure of the City Manager, are exempt from competitive service, and do not serve a probationary period.
3. Upon appointment or promotion, confidential and unrepresented employees shall serve a twelve (12) months probationary period, except for promotion of an employee who has completed probation in the lower class to the next higher class in a flexibly staffed position.
4. Reclassifications and job title changes shall be exempt from serving a new probationary period.
5. The probationary period is an integral part of the selection process and shall be utilized as an opportunity to observe the employee's work, to provide training, and to assist the employee in adjusting to the new position. At any time during the probationary period, an employee may be released with or without cause, and shall be without the right of review of any kind.

B. An employee shall receive no less than three (3) performance evaluations during the initial twelve (12) month probationary period. An employee promoted into a new classification will receive no less than two (2) performance evaluations during his/her six (6) month probationary period. Such evaluations will be conducted at reasonable intervals.

C. Extension of Probationary Periods

1. The probationary period may be extended commensurately by each hour an employee is on authorized leave for more than five (5) consecutive workdays. Leaves include, but are not limited to, vacation, sick leave, CTO, and leaves without pay, including leaves granted under FMLA, CFRA, Pregnancy Disability Leave, Americans with Disabilities Act, and workers' compensation laws. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment.
2. Outside an authorized leave, a probationary period may be extended one (1) time at the City's sole discretion, for a period not to exceed six (6) months, to

ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

3. A probationary employee may, at the discretion of the department director, receive a salary step increase effective the beginning of the pay period, which includes the employee's salary anniversary date if they meet the following criteria:

    a. Received a satisfactory evaluation; and

    b. Completed an extended probationary period.

    The employee's salary anniversary date will be adjusted to the date the merit increase is granted.

ARTICLE 2. NEPOTISM

The purpose of a nepotism policy is to regulate, restrict, or prohibit power or influence in personnel matters in favor of relatives, friends, or associates, as it may have a detrimental effect on supervision and morale.

A. A relative is defined as an individual who is related by blood, marriage, domestic partnership, or adoption in any of the following ways: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, or any other situation that the Director of Administrative Services determines creates the possibility of a conflict of interest.

B. No relative of a City employee may serve in or be appointed, promoted, demoted, or transferred to a position within the same department or division in which the employee's' relative or spouse/domestic partner already holds a position if any of the following would result:

    1. Direct line of supervision, including any situation in which one employee would be in a position to affect the terms and conditions of the other's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The department director is considered in the direct line of supervision in that department.

    2. Both employees have the same supervisor.

    3. A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

C. Employees in lead or supervisory positions are prohibited from entering into romantic relationships with subordinates. Employees who become relatives or when existing employees enter into a relationship and/or who work in the same direct line of supervision within a City department shall notify the department director and Human Resources within thirty (30) days.

1. The City shall initially allow the affected employees to determine which employee will remain in their current position. If the affected employees have no preference, the department director, in consultation with the Director of Administrative Services and City Manager, shall determine which of the employees will remain in their current position, giving consideration to the business needs, work history with the City, and seniority of the affected employees.

   As to the other employee, the Director Administrative Services , in consultation with the City Manager, will attempt to make a mutually acceptable transfer or demotion in another supervisory unit or department. If a mutually acceptable transfer or demotion cannot be made, that employee shall be subject to separation.

ARTICLE 3. HOLIDAY FURLOUGH

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

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

B. Supervisors will notify those employees who will be required to work during the furlough by November 1.

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

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

ARTICLE 4. EMPLOYEE PERFORMANCE EVALUATIONS

The City shall conduct employee performance evaluations on City-issued evaluation forms. Performance evaluations are to be conducted at least annually, regardless of whether or not an employee is eligible for a salary step increase. Employees will be eligible for any appropriate annual step increase in the pay period which includes their anniversary date unless the Human Resources Division has received an employee's overall performance evaluation that is less than "meets expectations" (or equivalent language), or the employee has reached the top step of his/her classification.

ARTICLE 5. EXTRA STEP (MERIT) INCREASE

A department director may recommend to the City Manager for his/her approval that an eligible employee may receive one extra step increase during their annual evaluation. The department director shall submit written justification to the City Manager demonstrating the following:

- The employee has made significant achievements of City-wide importance, and the amount of the additional salary and benefit costs are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate).

The City Manager shall report all extra merit step increases to the City Council annually.

ARTICLE 6. CITY MANAGER ADDITIONAL AUTHORITY

Notwithstanding any of the provisions above, the City Manager may negotiate employment agreements for directors outside of the terms of this Document, provided that the employment agreement is brought to City Council for ratification at the earliest opportunity.

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO OVERFILL ALLOCATED CLASSIFICATIONS WITHIN THE FIRE AND POLICE DEPARTMENTS

WHEREAS, public safety is of utmost importance to the City Council and our community; and

WHEREAS, from time to time, the Fire or Police Departments have the need to "overfill" a position due to anticipated retirement or similar dates on which an employee with the Fire or Police Department's conclusion of employment with the City is known; and

WHEREAS, the City Council desires to provide the City Manager with authority and discretion necessary to overfill such positions.

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

Section 1. The Recitals are true and correct and are incorporated herein by reference.

Section 2. The City Manager is authorized to take actions reasonably necessary to overfill a position in the Fire Department or Police Department as set forth herein.

Section 3. The City Manager is authorized to overfill a position in the Fire Department or Police Department when a position, which is critical to the department's day-to-day operations, will be vacated through retirement, voluntary separation, or similar circumstances, such that the uninterrupted continuity of operations requires that the responsibilities fulfilled by the position must continue with minimal or no delay.

Section 4. The City Manager may approve an overfill position prior to the date of separation or retirement or such other date as the City Manager deems appropriate.

Section 5. The overfill must be made from an established eligibility list.

Section 6. The duration of the overfill position may not exceed one year.

Section 7. City Manager may require one or more of the following before determining whether to overfill a position: (a) a written confirmation or notice of retirement, resignation with the specific termination date from the incumbent, or other similar anticipated vacancy, which will be effective within the next twelve months or such other period as the City Manager deems appropriate for operational purposes; (b) the overfill

position be filled using a competitive recruitment process, or other process acceptable to the City Manager, to determine a successor to the position in accordance with applicable City rules and policy; (c) a request to overfill the position has been made by the Chief of Police or Fire Chief, or is initiated by the City Manager, including information identifying the length and duration of the requested overfill, budgetary implications, and a list of specific tasks and responsibilities expected to be fully transitioned by the outgoing incumbent and new hire during this period.

Section 8. The authority granted to the City Manager pursuant to this Resolution shall be in addition to any "Transition Overlap" authority set forth in the City's Personnel Rules.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Cooperative Purchase Agreements for Fiscal Year 2025/26 - Repeal and Replace Resolution No. 2025-126

Date: August 26, 2025

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Repealing Resolution No. 2025-126 and Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2025/26.

Background:
Throughout the year, City departments have a need for ongoing purchasing of goods and services for departmental operations. These purchases are necessary to ensure the continued delivery of programs and services citywide. As part of the annual budget planning process, staff reviewed cooperative purchasing programs and estimated the anticipated costs for goods and services for Fiscal Year (FY) 2025/26 and made recommendations to adopt a resolution to authorize the City Manager to purchase goods and services through cooperative purchasing programs to allow for ongoing purchasing for department operations at competitively bid prices with the listed vendors for FY 2025/26.

On June 24, 2025, the City Council adopted Resolution No. 2025-126 (Attachment 3), authorizing the use of cooperative purchasing agreements consistent with Rocklin Municipal Code Sections 3.04.090(C) and (D). These provisions allow the City to leverage cooperative purchasing programs and piggyback agreements, utilizing contracts established by other governmental agencies.

After approval of Resolution No. 2025-126, staff identified two additional vendors requiring purchasing authority and agreement authorization to meet operational and procurement needs:

- Sea-Western, Inc. – Fire hose and fire equipment purchases identified under Sourcewell Contract No. 020124-SEW with purchasing authority of $100,000 (Attachment 4).
- Motorola Solutions, Inc. – Communications equipment purchases, including handheld and in-vehicle radios, under H-GAC Contract No. RA05-21 with purchasing authority of $450,000 (Attachment 5).

The attached cooperative agreements for Sea-Western, Inc. and Motorola Solutions, Inc. are for reference only and will undergo City Attorney's Office review before the City Manager executes those consistent with Chapter 3.04.050(A) of the Rocklin Municipal Code and the authority set forth in the attached resolution.

To ensure appropriate oversight and consistency, staff recommends the City Council repeal the previous Resolution (No. 2025-126) with the list of vendors and agreements that the City Manager is authorized to purchase under cooperative purchasing programs for FY 2025/26, and adopt an updated Resolution with an amended list of vendors and agreements (Attachment 1).

Fiscal Impact:
There is no additional fiscal impact to the staff recommendation. Purchasing through these cooperative agreements are made on an as-needed basis and charged to various departments and funds, provided sufficient funds are available in those respective departments/funds in the FY 2025/26 Operating Budget.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Cooperative Agreements List
3. Resolution No. 2025-126 - Cooperative Purchase Agreements FY 2025/26
4. Sea-Western Inc. Sourcewell Contract No. 020124-SEW
5. Motorola Solutions Inc. H-GAC Contract No. RA05-21

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REPEALING RESOLUTION NO. 2025-126 AND
AUTHORIZING THE CITY MANAGER TO PURCHASE GOODS
AND SERVICES THROUGH COOPERATIVE PURCHASE
AGREEMENTS FOR FISCAL YEAR 2025/26

WHEREAS, the City of Rocklin has arrangements/memberships with a number of cooperative purchasing programs that allow member agencies to aggregate individual purchasing power and achieve greater volume discounts than what would be available as a stand-alone agency; and

WHEREAS, using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases; and

WHEREAS, on June 24, 2025, the City Council adopted Resolution No. 2025-126, authorizing the purchase of various goods and services through cooperative purchasing arrangements and piggyback contracts maintained by other governmental agencies under Rocklin Municipal Code Sections 3.04.090 (C) and (D); and

WHEREAS, since adoption of Resolution No. 2025-126, staff has identified additional vendors and agreements to meet operational and procurement needs in the amount of up to $100,000 in total purchases from Sea-Western, Inc. and in the amount of up to $450,000 in total purchases from Motorola Solutions, Inc. for fire equipment purchases and communication equipment purchases, respectively; and

WHEREAS, in order to update the list of vendors and agreements that the City Manager may purchase through cooperative purchasing arrangements, the City Council desires to repeal Resolution No. 2025-126, and approve this resolution with an amended list of vendors and agreements to include the additional vendors and agreements that staff has identified.

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

Section 1. The above recitals are true and correct.

Section 2. Resolution No. 2025-126 is hereby repealed.

Section 3. The City Council hereby authorizes the City Manager to utilize the cooperative purchase agreements set forth in Exhibit A, attached hereto to execute one or more contracts, including amendments, and including retroactive contracts or amendments, to purchase goods, services, or both through other government agency competitively bid contracts within the scope of the description set forth in Exhibit A or as

otherwise provided by the Cooperative Purchase Agreements listed in Exhibit A, provided that no single contract or transaction may exceed $75,000, the City Attorney approves each such contract or amendment as to form and further provided that the total contract not-to-exceed amount of all such contracts shall not exceed amounts set forth in Exhibit A.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Cooperative Purchase Agreements by Vendor and Amount for FY 2025/26

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Aardvark	$100,000	GSA #FA-07F-141DA	Ballistic personal protective gear, tactical gear, equipment and supplies
Accruent, LLC	$20,000	OMNIA Partners #R210701	Facilities management software & solutions
Amazon Services, LLC/ Amazon.com Service LLC dba Amazon Business	$250,000	OMNIA Partners #R-TC-17006 OMNIA Partners #LS4679	Office supplies and general department supplies
American Office Products Distributors, Inc. (AOPD)/Walker's Office Supplies	$150,000	OMNIA Partners #158057	Office supplies and furniture, and general department supplies
ARC Document Solutions, LLC	$50,000	CMAS #3-21-10-1057 GSA #GS-03F-142DA	Plotter service and supplies
AT&T Corporation	$300,000	CALNET NextGen Statewide Contracts: #C4-LEG-12-10-TS-01 #C4-DNCS-19-001-40 #C4-CVD-19-001-04 #C3A2FN9-18	Telecommunication services, including but not limited to FirstNet broadband network for first responders
Axon Enterprise, Inc.	$150,000	NASPO ValuePoint #OK-MA-145-21-100 OMNIA Partners #3544-21-4615 Sourcewell #101223-AXN	Body worn cameras, tasers and re-fill cartridges, drones and accessories, and evidence.com services
Carahsoft Technology Corporation	$70,000	CMAS #3-20-70-2247G GSA #47QSWA18D008F OMNIA Partners #R240303	Software solutions, including digital forensic suite of tools for access/extraction of mobile device data
Caterpillar, Inc. (Holt of CA)	$120,000	OMNIA Partners #212816-01 Sourcewell #011723-CAT Sourcewell #020223-CAT Sourcewell #062320-CAT Sourcewell #060122-CAT Sourcewell #040924-CAT	Heavy construction and paving equipment, and machines, tools, and equipment rentals

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
CDW Government, LLC	$300,000	OMNIA Partners #23-6692-02 OMNIA Partners #R210401 OMNIA Partners #R220801 OMNIA Partners #2018011-01 OMNIA Partners #2024056-01	Barracuda security solutions renewals and network switches and IT related equipment
Cellco Partnership dba Verizon Wireless	$125,000	NASPO ValuePoint #MA152-1	Cellular phone service, wireless data, voice, and accessories
Cintas Corporation No. 2 (Authorized Reseller of ZOLL Medical)	$105,000	OMNIA Partners #R-BB-19002 OMNIA Partners #222886 OMNIA Partners #001299 Statewide Contract CaleProcure #4-24-02-1027.2 Statewide Contract CaleProcure #5-24-99-44-01	First aid/safety supplies, rental uniforms, and facilities maintenance supplies
Clark Equipment Company dba Bobcat Company/ Clark Equipment Company dba Doosan Portable Power/Doosan Bobcat North America, Inc./ Clark Equipment Company	$75,000	Sourcewell #020223-CEC Sourcewell #020923-CEC Sourcewell #112624-CEC NASPO ValuePoint #OK-SW-192-300	Light construction equipment and landscape and grounds maintenance equipment
Clean Harbors Environmental Services, Inc. (Safety-Kleen Systems, Inc.)	$100,000	OMNIA Partners #2023.003937	Hazardous waste supplies and disposal
Crafco, Inc.	$75,000	Sourcewell #080521-CFC OMNIA Partners #05-75	Roadway maintenance supplies, equipment and services
Cummins, Inc.	$75,000	Sourcewell #092222-CMM	Electrical energy power generation equipment with related parts, supplies, and services
Curtis Blue Line/L.N. Curtis dba Curtis Blue Line	$160,000	NPPGov #PS20275 NPPGov #PS24020	Uniforms and bullet-proof vests

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Dave Bang Associates Incorporated of California	$50,000	CMAS #4-22-12-1015 CMAS #4-24-02-1031	Parks bench replacements, Wabash benches
Deere & Company/John Deere Company/John Deere Construction Retail Sales, a division of John Deere Shared Services LLC, dba John Deere Construction Retail Sales (Pape Machinery, Inc.)	$150,000	CMAS #4-07-23-0007C GSA #GS-30F-0007T Sourcewell #031121-DAC Sourcewell #112624-DAC Sourcewell #082923-DAC Sourcewell #011723-JDC	Vehicle equipment and parts
Dell Marketing LP	$300,000	NASPO ValuePoint #7-23-70-55-01	IT Equipment, including but not limited to various IT licenses, desktop & monitor purchases, etc
EPIC Business Essentials	$50,000	OMNIA Partners #R190301 OMNIA Partners #158058	Office supplies
Ewing Irrigation Products, Inc.	$50,000	JMU #UCPJMU6849	Irrigation parts and supplies
Exp Federal Inc. (Uline)	$35,000	GSA #GS-21F-0147V	Shipping, industrial and packaging materials
Fastenal Company	$105,000	OMNIA Partners #R240802 OMNIA Partners #2018.000208 Sourcewell #091422-FAS NASPO ValuePoint #7-25-51-01	Maintenance, repair and operations supplies, equipment, and related products
Ferguson Enterprises, LLC	$85,000	OMNIA Partners #02-138	Plumbing supplies, HVAC products and building supplies
Flock Group, Inc. dba Flock Safety	$150,000	OMNIA Partners #R250203	Threat detection equipment, services, and other solutions
Ford Motor Company	$100,000	Sourcewell #101520-FMC Sourcewell #080124-FMC	Genuine Ford parts for fleet vehicles

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
General Motors, LLC/General Motors Customer Care & Aftersales/Future Chevrolet of Sacramento	$100,000	Sourcewell #101520-GNL Sourcewell #080124-GNL	Parts and supplies for fleet vehicles
Genuine Parts Company, dba NAPA Auto Parts	$150,000	Sourcewell #032521-GPC Sourcewell #100124-GPC NASPO ValuePoint #7-21-99-41-02	Parts and supplies for fleet vehicles
Goodyear Tire/Goodyear Tire & Rubber Company	$165,000	CMAS #1-23-26-01C NASPO ValuePoint #24155	Tires
HD Supply Facilities Maintenance, Ltd./The Home Depot Pro./Home Depot U.S.A., Inc. dba The Home Depot Pro Institutional	$130,000	OMNIA Partners #16154 OMNIA Partners #22-07 OMNIA Partners #2020002299	Maintenance, repair, and operations supplies, industrial supplies and related products
Herc Rentals, Inc.	$110,000	OMNIA Partners #2019000318 CMAS #4-24-05-1052 CMAS #4-18-51-0067A Sourcewell #040924-HRC	Construction equipment rentals
Hoist Fitness Systems, Inc.	$35,000	GSA #47QSMA19D08PY	Commercial strength training products and systems
Honeywell International, Inc/US Digital Designs, Inc.	$125,000	NPPGov #PS20350	Fire station alerting system, components (parts) and warranty
Hunt & Sons, Inc.	$50,000	SACOG #CT250003	Lubricants
Hunt & Sons, Inc.	$450,000	SACOG #CT250004 CMAS #1-23-91-02A	Fuel
J.J.R. Enterprises, Inc. dba Caltronics Business Systems/Konica Minolta Business Solutions U.S.A., Inc.	$75,000	CMAS #3-17-36-0037B	Copier service and supplies

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
JAM Services	$75,000	Statewide Contract CaleProcure #1-24-63-01G	Traffic control modules and equipment
Kustom Signals, Inc.	$50,000	NASPO ValuePoint #7-24-70-56-03	Police radar/lidar speed enforcement and speed advisory systems, parts and accessories
L.N. Curtis and Sons	$150,000	NPPGov #PS20015 NPPGov #PS20105 SCBA NPPGov #PS20060	Turnout gear, PPE, and equipment
LC Action Police Supply, Ltd.	$25,000	Pavilion #MA06022010673	Law enforcement equipment, ammunition, and accessories
LEHR Upfitters OpCo, LLC dba Lehr Auto Electric	$75,000	Statewide Contract CaleProcure #1-24-25-01	Vehicle trim and exterior coverings
Lenslock, Inc.	$155,000	NPPGov #PS22120	Body-worn camera, in-car video, surveillance and network services, digital evidence management services
Life Assist, Inc.	$110,000	NPPGov #PS23120	EMS medical tools, equipment, supplies, and PPE
LION (Authorized Dealer/ Distributor Allstar Fire Equipment)	$110,000	NPPGov #PS20065	Uniforms, PPE, equipment, turnout gear, hoses
Lowe's Home Centers, LLC	$65,000	OMNIA Partners #R240805	Maintenance, repair, and operations supplies, industrial supplies and related products
Mallory Safety and Supply, LLC	$80,000	OMNIA Partners #159498 OMNIA Partners #4400008495	Public safety and emergency preparedness equipment and supplies
MCI Communications Services, LLC dba Verizon Business Services	$100,000	CMAS #3-21-09-1011	Communication services

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Motorola Solutions, Inc.	$450,000	NASPO ValuePoint #00318 H-GAC #EC07-23 9-1-1 H-GAC #RA05-21 Statewide Contract CaleProcure #STPD-SW-1311-01	Communications equipment, handheld and in-vehicle radios for public safety departments
Municipal Emergency Services, Inc./Lawmen Supply Company	$75,000	NPPGov #PS20120 NPPGov #PS20070 NPPGov #PS20040	Fire PPE, equipment, and self-contained breathing apparatus
Musco Sports Lighting, LLC	$50,000	Sourcewell #041123-MSL	Sports lighting replacement parts and annual control link service fees
Nutrien Ag Solutions, Inc.	$150,000	Pavilion #MA-080-22010352	Parks and landscape fertilizer, herbicide, and seed
O'Reilly Auto Enterprises, LLC	$75,000	Sourcewell #100124-ORA	Vehicle equipment and parts
Oshkosh Corporation/Pierce Manufacturing Inc. (Golden State Fire Apparatus, Inc.)	$100,000	Sourcewell #113021-OKC-1	Vehicle and equipment parts
Pacific Bell Telephone Company dba AT&T DataComm	$450,000	CMAS #3-21-08-1074 CMAS #3-21-09-1015 CMAS #3-19-70-0255AL CMAS #3-17-70-0255AH CMAS #3-23-12-1014	Cellular service, business telephone lines, legacy radio circuits, analog copper-based services
Panasonic Connect North America, Division of Panasonic Corporation of North America	$95,000	NASPO ValuePoint #23019 CMAS #7-23-70-55-10	MDT replacements and Cradlepoint NetCloud license renewal
Parts Authority, LLC/PAI Holdco, Inc.	$75,000	CMAS #7-21-99-41-03 Sourcewell #080124-PAH	Vehicle equipment and parts
PlayPower, Inc. - Miracle Recreation/Miracle PlaySystems, Inc./Wabash Valley	$300,000	Sourcewell #010521-LTS-3 Sourcewell #010521-LTS-5	Playground equipment, equipment repairs, and replacement parts

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Proforce Marketing, Inc. dba Proforce Law Enforcement	$150,000	PCA #OD-402-24	Law enforcement tools, equipment, and supplies
Riverview International Trucks, LLC	$75,000	Statewide Contract CaleProcure #1-22-23-20I	Fleet vehicles and equipment
Ross Recreation Equipment Company, Inc.	$50,000	NPPGov #PS21070	Recreation equipment, including swings
Safeware, Inc.	$80,000	OMNIA Partners #159469	Public safety equipment and supplies
San Diego Police Equipment Co., Inc.	$50,000	Statewide Contract CaleProcure #1-21-13-02A	Ammunition
Sea-Western, Inc.	$100,000	Sourcewell #020124-SEW	Fire hose and fire equipment
SHI International, Corp./SHI International	$50,000	CMAS #3-22-09-1051 CMAS #3-24-04-1038 CMAS #3-23-01-1001 CMAS #3-23-04-1003 Sourcewell #121923-SHI OMNIA Partners #2018011-02 OMNIA Partners #R220804 OMNIA Partners #2024056-02	Fortigate firewall renewals
Snap-on Industrial, A Division of IDSC Holdings, LLC/IDSC Holdings, LLC	$75,000	NASPO ValuePoint #OK-MA-818-900 Sourcewell #121223 CMAS #4-21-03-1026	Fleet maintenance equipment and tools
Stryker Sales, LLC, through its Medical Division	$300,000	NASPO ValuePoint #OK-SW-300 Sourcewell #041823-STY	Emergency medical equipment and parts, including Lifepak automated external defibrillator (AED) devices
Sunbelt Rentals, Inc.	$100,000	OMNIA Partners #R200601 OMNIA Partners #R241502 Sourcewell #062320-SNB Sourcewell #040924-SNB	Equipment and tool rentals
SWARCO McCain, Inc.	$75,000	Statewide Contract CaleProcure #1-24-63-01A	Traffic control modules

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Synnex Corporation/TD Synnex Corporation	$50,000	OMNIA Partners #R200803 OMNIA Partners #01-170	Public safety vehicle computer replacements
Tesco Controls, Inc.	$80,000	GSA Advantage #GS-07F-0513X	Traffic Signal Cabinets and Accessories
The ABY Manufacturing Group, Inc. dba Entenmann-Rovin Co.	$60,000	Pavilion #240102	Badges, awards and medals
Thyssen-Krupp Elevator	$50,000	Sourcewell #080420-TKE	Elevator maintenance and repair
Traffic & Parking Control Co., Inc.	$75,000	OMNIA Partners #2020-200	Traffic control equipment and signs, and safety lighting
U.S Bancorp dba U.S Bank Corporate Payment Systems/ Voyager Fleet Systems	$160,000	Sourcewell #080620-USB	Fleet Card Program for offsite fueling of fleet vehicles
Vertive Corporation	$20,000	Pavilion #PM68158	Infrastructure technologies and cloud services
W. W. Grainger Inc.	$45,000	OMNIA Partners #R240803/R240808 OMNIA Partners #2018.000207 OMNIA Partners #240078-01 Sourcewell #090122-WWG Sourcewell #080922-WWG Sourcewell #091422-WWG	Maintenance, repair, and operations supplies and equipment
WAXIE's Enterprises, LLC	$115,000	CMAS #4-23-11-1017	Facilities and sanitary supplies
Total:	**$9,265,000**		

RESOLUTION NO. 2025-126

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO PURCHASE GOODS AND SERVICES THROUGH COOPERATIVE PURCHASE AGREEMENTS FOR FISCAL YEAR 2025/26

WHEREAS, the City of Rocklin has arrangements/memberships with a number of cooperative purchasing programs that allow member agencies to aggregate individual purchasing power and achieve greater volume discounts than what would be available as a stand-alone agency; and

WHEREAS, using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases; and

WHEREAS, Rocklin Municipal Code Sections 3.04.090 (C) and (D) allow for the City to purchase goods and services through cooperative purchasing arrangements and piggyback contracts maintained by other governmental agencies, provided authorization is granted; and

WHEREAS, staff reviewed historical citywide expenditures for vendors of goods and services associated with cooperative purchasing programs, and identified vendors anticipated to be utilized in Fiscal Year (FY) 2025/26 (Exhibit A); and

WHEREAS, in order to increase efficiency and streamline the purchasing process, staff is requesting Council approve and authorize the City Manager to purchase goods and supplies through cooperative purchase agreements, in an amount not to exceed $9,165,000 for FY2025/26; and

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

Section 1. The above recital is true and correct.

Section 2. The City Council hereby approves and authorizes the City Manager to utilize the cooperative purchase agreements set forth in Exhibit A, attached hereto to execute one or more contracts, including amendments, and including retroactive contracts or amendments, to purchase goods, services, or both through other government agency competitively bid contracts within the scope of the description set forth in Exhibit A or as otherwise provided by the Cooperative Purchase Agreements listed in Exhibit A, provided that no single contract or transaction may exceed $75,000, the City Attorney approves each such contract or amendment as to form and further provided that the total contract not-to-exceed amount of all such contracts shall not exceed amounts set forth in Exhibit A.

PASSED AND ADOPTED this 24th day of June, 2025, by the following vote:

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

Jill Gayaldo, Mayor

ATTEST:

Avinta Singh, City Clerk

Exhibit A

Cooperative Purchase Agreements by Vendor and Amount for FY 2025/26

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Aardvark	$100,000	GSA #FA-07F-141DA	Ballistic personal protective gear, tactical gear, equipment and supplies
Accruent, LLC	$20,000	OMNIA Partners #R210701	Facilities management software & solutions
Amazon Services, LLC/ Amazon.com Service LLC dba Amazon Business	$250,000	OMNIA Partners #R-TC-17006 OMNIA Partners #LS4679	Office supplies and general department supplies
American Office Products Distributors, Inc. (AOPD)/Walker's Office Supplies	$150,000	OMNIA Partners #158057	Office supplies and furniture, and general department supplies
ARC Document Solutions, LLC	$50,000	CMAS #3-21-10-1057 GSA #GS-03F-142DA	Plotter service and supplies
AT&T Corporation	$300,000	CALNET NextGen Statewide Contracts: #C4-LEG-12-10-TS-01 #C4-DNCS-19-001-40 #C4-CVD-19-001-04 #C3A2FN9-18	Telecommunication services, including but not limited to FirstNet broadband network for first responders
Axon Enterprise, Inc.	$150,000	NASPO ValuePoint #OK-MA-145-21-100 OMNIA Partners #3544-21-4615 Sourcewell #101223-AXN	Body worn cameras, tasers and re-fill cartridges, drones and accessories, and evidence.com services
Carahsoft Technology Corporation	$70,000	CMAS #3-20-70-2247G GSA #47QSWA18D008F OMNIA Partners #R240303	Software solutions, including digital forensic suite of tools for access/extraction of mobile device data
Caterpillar, Inc. (Holt of CA)	$120,000	OMNIA Partners #212816-01 Sourcewell #011723-CAT Sourcewell #020223-CAT Sourcewell #062320-CAT Sourcewell #060122-CAT Sourcewell #040924-CAT	Heavy construction and paving equipment, and machines, tools, and equipment rentals

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
CDW Government, LLC	$300,000	OMNIA Partners #23-6692-02 OMNIA Partners #R210401 OMNIA Partners #R220801 OMNIA Partners #2018011-01 OMNIA Partners #2024056-01	Barracuda security solutions renewals and network switches and IT related equipment
Cellco Partnership dba Verizon Wireless	$125,000	NASPO ValuePoint #MA152-1	Cellular phone service, wireless data, voice, and accessories
Cintas Corporation No. 2 (Authorized Reseller of ZOLL Medical)	$105,000	OMNIA Partners #R-BB-19002 OMNIA Partners #222886 OMNIA Partners #001299 Statewide Contract CaleProcure #4-24-02-1027.2 Statewide Contract CaleProcure #5-24-99-44-01	First aid/safety supplies, rental uniforms, and facilities maintenance supplies
Clark Equipment Company dba Bobcat Company/ Clark Equipment Company dba Doosan Portable Power/Doosan Bobcat North America, Inc./ Clark Equipment Company	$75,000	Sourcewell #020223-CEC Sourcewell #020923-CEC Sourcewell #112624-CEC NASPO ValuePoint #OK-SW-192-300	Light construction equipment and landscape and grounds maintenance equipment
Clean Harbors Environmental Services, Inc. (Safety-Kleen Systems, Inc.)	$100,000	OMNIA Partners #2023.003937	Hazardous waste supplies and disposal
Crafco, Inc.	$75,000	Sourcewell #080521-CFC OMNIA Partners #05-75	Roadway maintenance supplies, equipment and services
Cummins, Inc.	$75,000	Sourcewell #092222-CMM	Electrical energy power generation equipment with related parts, supplies, and services
Curtis Blue Line/L.N. Curtis dba Curtis Blue Line	$160,000	NPPGov #PS20275 NPPGov #PS24020	Uniforms and bullet-proof vests

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Dave Bang Associates Incorporated of California	$50,000	CMAS #4-22-12-1015 CMAS #4-24-02-1031	Parks bench replacements, Wabash benches
Deere & Company/John Deere Company/John Deere Construction Retail Sales, a division of John Deere Shared Services LLC, dba John Deere Construction Retail Sales (Pape Machinery, Inc.)	$150,000	CMAS #4-07-23-0007C GSA #GS-30F-0007T Sourcewell #031121-DAC Sourcewell #112624-DAC Sourcewell #082923-DAC Sourcewell #011723-JDC	Vehicle equipment and parts
Dell Marketing LP	$300,000	NASPO ValuePoint #7-23-70-55-01	IT Equipment, including but not limited to various IT licenses, desktop & monitor purchases, etc
EPIC Business Essentials	$50,000	OMNIA Partners #R190301 OMNIA Partners #158058	Office supplies
Ewing Irrigation Products, Inc.	$50,000	JMU #UCPJMU6849	Irrigation parts and supplies
Exp Federal Inc. (Uline)	$35,000	GSA #GS-21F-0147V	Shipping, industrial and packaging materials
Fastenal Company	$105,000	OMNIA Partners #R240802 OMNIA Partners #2018.000208 Sourcewell #091422-FAS NASPO ValuePoint #7-25-51-01	Maintenance, repair and operations supplies, equipment, and related products
Ferguson Enterprises, LLC	$85,000	OMNIA Partners #02-138	Plumbing supplies, HVAC products and building supplies
Flock Group, Inc. dba Flock Safety	$150,000	OMNIA Partners #R250203	Threat detection equipment, services, and other solutions
Ford Motor Company	$100,000	Sourcewell #101520-FMC Sourcewell #080124-FMC	Genuine Ford parts for fleet vehicles

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
General Motors, LLC/General Motors Customer Care & Aftersales/Future Chevrolet of Sacramento	$100,000	Sourcewell #101520-GNL Sourcewell #080124-GNL	Parts and supplies for fleet vehicles
Genuine Parts Company, dba NAPA Auto Parts	$150,000	Sourcewell #032521-GPC Sourcewell #100124-GPC NASPO ValuePoint #7-21-99-41-02	Parts and supplies for fleet vehicles
Goodyear Tire/Goodyear Tire & Rubber Company	$165,000	CMAS #1-23-26-01C NASPO ValuePoint #24155	Tires
HD Supply Facilities Maintenance, Ltd./The Home Depot Pro./Home Depot U.S.A., Inc. dba The Home Depot Pro Institutional	$130,000	OMNIA Partners #16154 OMNIA Partners #22-07 OMNIA Partners #2020002299	Maintenance, repair, and operations supplies, industrial supplies and related products
Herc Rentals, Inc.	$110,000	OMNIA Partners #2019000318 CMAS #4-24-05-1052 CMAS #4-18-51-0067A Sourcewell #040924-HRC	Construction equipment rentals
Hoist Fitness Systems, Inc.	$35,000	GSA #47QSMA19D08PY	Commercial strength training products and systems
Honeywell International, Inc/US Digital Designs, Inc.	$125,000	NPPGov #PS20350	Fire station alerting system, components (parts) and warranty
Hunt & Sons, Inc.	$50,000	SACOG #CT250003	Lubricants
Hunt & Sons, Inc.	$450,000	SACOG #CT250004 CMAS #1-23-91-02A	Fuel
J.J.R. Enterprises, Inc. dba Caltronics Business Systems/Konica Minolta Business Solutions U.S.A., Inc.	$75,000	CMAS #3-17-36-0037B	Copier service and supplies

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
JAM Services	$75,000	Statewide Contract CaleProcure #1-24-63-01G	Traffic control modules and equipment
Kustom Signals, Inc.	$50,000	NASPO ValuePoint #7-24-70-56-03	Police radar/lidar speed enforcement and speed advisory systems, parts and accessories
L.N. Curtis and Sons	$150,000	NPPGov #PS20015 NPPGov #PS20105 SCBA NPPGov #PS20060	Turnout gear, PPE, and equipment
LC Action Police Supply, Ltd.	$25,000	Pavilion #MA06022010673	Law enforcement equipment, ammunition, and accessories
LEHR Upfitters OpCo, LLC dba Lehr Auto Electric	$75,000	Statewide Contract CaleProcure #1-24-25-01	Vehicle trim and exterior coverings
Lenslock, Inc.	$155,000	NPPGov #PS22120	Body-worn camera, in-car video, surveillance and network services, digital evidence management services
Life Assist, Inc.	$110,000	NPPGov #PS23120	EMS medical tools, equipment, supplies, and PPE
LION (Authorized Dealer/ Distributor Allstar Fire Equipment)	$110,000	NPPGov #PS20065	Uniforms, PPE, equipment, turnout gear, hoses
Lowe's Home Centers, LLC	$65,000	OMNIA Partners #R240805	Maintenance, repair, and operations supplies, industrial supplies and related products
Mallory Safety and Supply, LLC	$80,000	OMNIA Partners #159498 OMNIA Partners #4400008495	Public safety and emergency preparedness equipment and supplies
MCI Communications Services, LLC dba Verizon Business Services	$100,000	CMAS #3-21-09-1011	Communication services

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Motorola Solutions, Inc.	$450,000	NASPO ValuePoint #00318 H-GAC #EC07-23 9-1-1 Statewide Contract CaleProcure #STPD-SW-1311-01	Communications equipment, handheld and in-vehicle radios for public safety departments
Municipal Emergency Services, Inc./Lawmen Supply Company	$75,000	NPPGov #PS20120 NPPGov #PS20070 NPPGov #PS20040	Fire PPE, equipment, and self-contained breathing apparatus
Musco Sports Lighting, LLC	$50,000	Sourcewell #041123-MSL	Sports lighting replacement parts and annual control link service fees
Nutrien Ag Solutions, Inc.	$150,000	Pavilion #MA-080-22010352	Parks and landscape fertilizer, herbicide, and seed
O'Reilly Auto Enterprises, LLC	$75,000	Sourcewell #100124-ORA	Vehicle equipment and parts
Oshkosh Corporation/Pierce Manufacturing Inc. (Golden State Fire Apparatus, Inc.)	$100,000	Sourcewell #113021-OKC-1	Vehicle and equipment parts
Pacific Bell Telephone Company dba AT&T DataComm	$450,000	CMAS #3-21-08-1074 CMAS #3-21-09-1015 CMAS #3-19-70-0255AL CMAS #3-17-70-0255AH CMAS #3-23-12-1014	Cellular service, business telephone lines, legacy radio circuits, analog copper-based services
Panasonic Connect North America, Division of Panasonic Corporation of North America	$95,000	NASPO ValuePoint #23019 CMAS #7-23-70-55-10	MDT replacements and Cradlepoint NetCloud license renewal
Parts Authority, LLC/PAI Holdco, Inc.	$75,000	CMAS #7-21-99-41-03 Sourcewell #080124-PAH	Vehicle equipment and parts
PlayPower, Inc. - Miracle Recreation/Miracle PlaySystems, Inc./Wabash Valley	$300,000	Sourcewell #010521-LTS-3 Sourcewell #010521-LTS-5	Playground equipment, equipment repairs, and replacement parts

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Proforce Marketing, Inc. dba Proforce Law Enforcement	$150,000	PCA #OD-402-24	Law enforcement tools, equipment, and supplies
Riverview International Trucks, LLC	$75,000	Statewide Contract CaleProcure #1-22-23-20I	Fleet vehicles and equipment
Ross Recreation Equipment Company, Inc.	$50,000	NPPGov #PS21070	Recreation equipment, including swings
Safeware, Inc.	$80,000	OMNIA Partners #159469	Public safety equipment and supplies
San Diego Police Equipment Co., Inc.	$50,000	Statewide Contract CaleProcure #1-21-13-02A	Ammunition
SHI International, Corp./SHI International	$50,000	CMAS #3-22-09-1051 CMAS #3-24-04-1038 CMAS #3-23-01-1001 CMAS #3-23-04-1003 Sourcewell #121923-SHI OMNIA Partners #2018011-02 OMNIA Partners #R220804 OMNIA Partners #2024056-02	Fortigate firewall renewals
Snap-on Industrial, A Division of IDSC Holdings, LLC/IDSC Holdings, LLC	$75,000	NASPO ValuePoint #OK-MA-818-900 Sourcewell #121223 CMAS #4-21-03-1026	Fleet maintenance equipment and tools
Stryker Sales, LLC, through its Medical Division	$300,000	NASPO ValuePoint #OK-SW-300 Sourcewell #041823-STY	Emergency medical equipment and parts, including Lifepak automated external defibrillator (AED) devices
Sunbelt Rentals, Inc.	$100,000	OMNIA Partners #R200601 OMNIA Partners #R241502 Sourcewell #062320-SNB Sourcewell #040924-SNB	Equipment and tool rentals
SWARCO McCain, Inc.	$75,000	Statewide Contract CaleProcure #1-24-63-01A	Traffic control modules
Synnex Corporation/TD Synnex Corporation	$50,000	OMNIA Partners #R200803 OMNIA Partners #01-170	Public safety vehicle computer replacements

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Tesco Controls, Inc.	$80,000	GSA Advantage #GS-07F-0513X	Traffic Signal Cabinets and Accessories
The ABY Manufacturing Group, Inc. dba Entenmann-Rovin Co.	$60,000	Pavilion #240102	Badges, awards and medals
Thyssen-Krupp Elevator	$50,000	Sourcewell #080420-TKE	Elevator maintenance and repair
Traffic & Parking Control Co., Inc.	$75,000	OMNIA Partners #2020-200	Traffic control equipment and signs, and safety lighting
U.S Bancorp dba U.S Bank Corporate Payment Systems/ Voyager Fleet Systems	$160,000	Sourcewell #080620-USB	Fleet Card Program for offsite fueling of fleet vehicles
Vertive Corporation	$20,000	Pavilion #PM68158	Infrastructure technologies and cloud services
W. W. Grainger Inc.	$45,000	OMNIA Partners #R240803/R240808 OMNIA Partners #2018.000207 OMNIA Partners #240078-01 Sourcewell #090122-WWG Sourcewell #080922-WWG Sourcewell #091422-WWG	Maintenance, repair, and operations supplies and equipment
WAXIE's Enterprises, LLC	$115,000	CMAS #4-23-11-1017	Facilities and sanitary supplies
Total:	**$9,165,000**		

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

Sourcewell

Solicitation Number: #020124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sea-Western Inc., 12815 NE 124th St., Suite H, Kirkland, WA 98034 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires April 4, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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 procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

DocuSign Envelope ID: AFBF1B44-DC37-48E9-9B89-77FE3F1FD584

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Sea-Western Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Troy M. Enright FD1ECE510C3143E...
By: _____	By: _____
Jeremy Schwartz	Troy Enright
Title: Chief Procurement Officer	Title: Director of Operations
Date: 4/4/2024 | 7:56 AM CDT	Date: 4/3/2024 | 8:31 AM CDT

RFP 020124 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name:	Sea-Western Inc
Address:	12815 NE 124th St Suite H Kirkland, Washington 98034
Contact:	Troy Enright
Email:	troy@seawestern.com
Phone:	360-961-8048
HST#:	91-0998307

Submission Details

Created On:	Wednesday January 24, 2024 09:38:55
Submitted On:	Thursday February 01, 2024 16:24:30
Submitted By:	Troy Enright
Email:	troy@seawestern.com
Transaction #:	2f07e010-6853-4ccc-affe-64dc830445cf
Submitter's IP Address:	166.216.158.224

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sea-Western Inc	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0JXB0 Unique Entity Identifier: L8QLNQHQN8U4	*
5	Proposer Physical Address:	12815 NE 124th St Suite H Kirkland, WA 98034	*
6	Proposer website address (or addresses):	https://seawestern.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Troy Enright - Director of Operations SeaWestern 12815 NE 124th St Suite H Kirkland, WA 98034 info@seawestern.com, troy@seawestern.com 425-821-5858	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Troy Enright - Director of Operations SeaWestern 12815 NE 124th St Suite H Kirkland, WA 98034 info@seawestern.com, troy@seawestern.com 425-821-5858	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Morris - President SeaWestern 13126 NE Airport Way Portland, OR 97230 steve@seawestern.com 503-816-4516	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SeaWestern is a fire distribution company with its corporate headquarters in Kirkland, Washington and has been in the fire distribution business in the Western United States for the past 45+ years. Our company was founded by Russ Morris in 1976 and is currently led by his youngest son, Steve Morris. SeaWestern has been focused on providing the highest level of customer service in the fire distribution industry. The SeaWestern Mission statement is to provide "Quality Products, at a Reasonable Price with Service After the Sale." This focus on service after the sale, has allowed SeaWestern to be highly successful in the Pacific Northwest and the fundamental basis for the recent expansion over the past five (5) years from three (3) states to now serving 11 western states and generating over $42 million in sales in 2023. Many of these sales are through the fulfillment of purchases through contracts to local/municipal and state organizations. To support SeaWestern's increasing geographic service area we have strategically selected warehouse locations to provide our customers not only with superior products but also a high level of support. Our corporate headquarters is located in Kirkland, Washington, and SeaWestern has branch offices in Tacoma, Washington; Portland, Oregon; Las Vegas, Nevada; and Denver, Colorado. SeaWestern is proud to be the distributor of the highest quality products to the fire service, government agencies including state, local and education and public entities. SeaWestern works with over 60 vendors/manufactures which include industry leaders such as 3M/Scott Fire & Safety, Lion PPE & Training, Bauer Compressors, Key Fire Hose, Elkhart Brass Nozzles, Phenix Helmets, Holmatro Rescue Tools, Blowhard Fans, Blackline Safety Gas Detection, Rescue Intellitech Solo washers, Flir Thermal Imaging and more. SeaWestern is focused on building strong partnerships and efficient lines of communication both with our manufacturing partners and the customers we serve to make the acquisition process as efficient and smooth as possible.	*
11	What are your company's expectations in the event of an award?	With this award SeaWestern looks forward to providing our sales force an important tool to further educate our customers on a significant procurement vehicle for fire departments and agencies that may or may not use Sourcewell currently, and/or plan to utilize group purchasing contracts to acquire products and services that meets their needs. This added value will help to address purchasing policy requirements by insuring they are getting a competitive RFP process satisfied, a full line of contracted solutions, national discounted pricing, vetted supplier/distribution sources while minimizing the associated cost of going out to bid / RFP. SeaWestern is prepared to ensure full compliance to the solicitation requirements of the contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	SeaWestern is a stable and growing organization represented by the bank reference letter and audited financials from 2023. Please see the attachment "Sea-Western 2023 Financial Statements - FINAL"	*
13	What is your US market share for the solutions that you are proposing?	SeaWestern approximates that we currently serve 10-15% of the nationwide market and 30-35% of the western states market for the solutions proposed. Over the past few years SeaWestern has an approximate current growth rate of 40% per year and estimates doing business with 50-60% of the western markets we serve in the next couple of years to which these products and services apply.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) SeaWestern is an authorized distributor/dealer/reseller for the manufacturer's products and models represented in this proposal in the regions & territories designated by associated distribution agreements. As a distributor/dealer for Holmatro Rescue Tools, SeaWestern has authorized / certified service technicians on staff. All SeaWestern staff and representatives are employees, and we are an independent dealer. Please see written authorizations attached under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	SeaWestern holds business licenses in the 11 western states it conducts business in. SeaWestern is an authorized reseller for Key Hose, Elkhart Brass, 3M Scott, Blowhard Fans, Holmatro, Teledyne FLIR, Blackline Safety, Rescue Intellitech SOLO Rescue Washers, Circul-Air Corp, Junkyard Dog Rescue Struts, Chemguard Foam, Leatherhead Tools, Fire Hooks Unlimited, and Redhead Brass, and as applicable all these related products and equipment adhering to National Fire Protection Association (NFPA), National Institute for Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI) and Department of Transportation (DOT) standards. Not specific to this proposal SeaWestern is a certified 3M SCOTT Fire & Safety 5-Star Service Center and a Bauer Compressor Authorized Service Provider. SeaWestern also provides in-house Hydrostatic testing of breathing air cylinders.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A – SeaWestern has not been suspended or disbarred from participating in any solicitation.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SeaWestern has won a number of sales achievements and associated awards over the past 30 years. Most recently SeaWestern was named LION Dealer of the Year for 2021 & 2023, and continues to be a Bauer Compressors Top Ten Partner for over the past decade, both top industry distinctions. SeaWestern is one of the few distributors in the nation that is a certified 3M Scott Fire & Safety 5 Star Service Center.	*
20	What percentage of your sales are to the governmental sector in the past three years	SeaWestern estimates that approximately 98%+ of sales have been to the governmental sector in the past three years.	*
21	What percentage of your sales are to the education sector in the past three years	SeaWestern estimates that approximately 2% or less of sales have been to the education and private sector in the past three years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Turnout & PPE Contracts: Puget Sound Fire Authority ILA approximately $12M in past 3 years Portland Fire Dept. approximately $1.5M in past 3 years Grand Junction Fire Dept. approximately $925k in past 2 years Denver Fire Dept. approximately $390k in past year Poudre Fire Dept. approximately $250k in past year North Las Vegas Fire Dept. approximately $170k in past year Colorado Division of Fire Protection and Control - $185k in past 2 years Thermal Imaging Camera: Tualatin Valley Fire & Rescue ILA approximately $375K in past 3 years Portland Fire Dept. approximately $225k in past 3 years 3M/Scott HGAC (Houston-Galveston Area Council) contact sales over the last 3 Years - $8.25M Bauer NPPGov contract sales over the last 3 Years - $3.65M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently SeaWestern does not hold any GSA contracts, Standing Offers and Supply Arrangement.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Portland Fire & Rescue	Bill Goforth - Deputy Chief of Logistics	503-823-4558	*
Central Pierce Fire and Rescue	Radcliffe McKenzie - Assist Chief of Safety	253-538-6533	*
North Las Vegas Fire Department	Scott Schuster - Fire Logistics Officer	702-669-3343	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Seattle Fire Department	Government	Washington - WA	SeaWestern supports the department with Turnouts, PPE, Helmets, Leather Fronts, Bauer Compressors, Thermal Imaging Cameras and Scott SCBA.	Size of transactions come in various amounts including under $100, but typically range anywhere from $10k to $1M.	$4.2 million	*
Tualatin Valley Fire & Rescue	Government	Oregon - OR	SeaWestern supports the department with Turnouts, PPE, Hoods, Gloves, Boots, Stationwear, Fans, Bauer Compressors, Hose & Nozzles, Thermal Imaging Cameras, Scott SCBAs and Service.	Size of transactions come in various amounts including under $100, but typically range anywhere from $5k to $2M.	$3.5 million	*
Portland Fire & Rescue	Government	Oregon - OR	SeaWestern supports the department with Turnouts, PPE, Hoods, Gloves, Boots, Stationwear, Fans, Bauer Compressors, SOLO Washers, Thermal Imaging Cameras, Scott SCBAs and Service.	Size of transactions come in various amounts including under $100, but typically range anywhere from $5k to $250k.	$2.1 million	*
Tacoma Fire Department	Government	Washington - WA	SeaWestern supports the department with Turnouts, Stationwear, Boots, Gloves, Hose & Nozzles, Thermal Imaging Cameras and Wildland.	Size of transactions come in various amounts including under $100, but typically range anywhere from $1k to $200k.	$2 million	*
Central Pierce Fire & Rescue	Government	Washington - WA	SeaWestern supports the department with Turnouts, Stationwear, Response Gear, Helmets, Gloves, Boots, Thermal Imaging Cameras, Hose & Nozzles, Wildland, Bauer Compressors and Service.	Size of transactions come in various amounts including under $100, but typically range anywhere from $1k to $225k.	$1.8 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	SeaWestern currently has 43 members of our team of which 41 are full-time employees of which two (2) are part time, one (1) in sales and one (1) in service. SeaWestern has six (6) members in management roles, 17 sales professionals, six (6) members in administrative sales and service support roles, and 14 in service technician roles. SeaWestern's sales force has representatives in all 11 western states that we directly serve with the exception of California (transition) and Wyoming as rep resides in Colorado.	*

27	Dealer network or other distribution methods.	SeaWestern works with Direct Sales Representatives (DSR) of manufacturers and independent manufacturers' representative firms to provide additional direct to customer support. As an example, SeaWestern works closely with Shur-Sales, a multi-divisional independent manufacturers' representative firm that has a sales force in the Industrial Safety Equipment and Fire-Fighting Equipment marketplaces. Each division has a dedicated sales force, focusing on their specific markets to support SeaWestern with represented manufacturer products in designated territories. Shur-Sales & Marketing Industrial Safety Team territory includes; Colorado, Montana, Wyoming, Idaho, Utah, New Mexico, North-Western Nevada, Kansas, Nebraska, Missouri, and Southern Illinois. The Shur-Sales Fire Service Team territory includes Colorado, Montana, Wyoming, Idaho, Utah, Arizona, Nevada, Washington, Oregon, California, El Paso, Texas, Hawaii, and Alaska.	*
28	Service force.	SeaWestern service personnel members are a combination of 3M Scott Fire & Safety, Bauer Compressor and Holmatro certified technicians (2). We have 14 service technicians located throughout our territory designations which includes 10 mobile service technicians, and four (4) in-house service technicians at out office locations in Kirkland WA, Portland OR, Las Vegas NV, and Denver CO.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Often SeaWestern provides our customers with a quote for review. When SeaWestern receives authorization (verbal, written or purchase order) from the participating customers entities to place an order, SeaWestern then enters the order for product and / or services through our NetSuite automated ERP system. Customers can also place orders online via our SeaWestern website. Orders are then fulfilled from SeaWestern inventory and / or a Purchased Order is placed to a manufacturer / supplier which may or may not drop ship directly to customers. Once an order has been fulfilled, either a receipt is sent for credit card orders, or an invoice is sent to the customer with Net30 terms to remit payment.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SeaWestern understands that delivery, in addition to quality and price, matters. With that in mind, we strive to keep a large inventory of the items our customers want on our shelves. We ship all orders received by 1pm the same day. Being centrally located means next-day delivery for most of our customers. In addition, we stock a large volume of sought-after merchandise, which enables us to obtain some very attractive volume pricing from our manufacturers; value that we gladly pass along to our customers in the form of reasonable prices. We work hard on our customer's behalf to secure the very best pricing. SeaWestern recognizes that in today's world, we all have a lot of tasks competing for our time. With that in mind, SeaWestern employs a full-time, factory-certified mobile technician available to provide maintenance on your 3M Scott SCBA's and/or air system needs (compressor, fill stations, etc) right at your station! SeaWestern's commitment to Service after the Sale is further supported by an in-house 3M Scott 5-Star Certified repair center which offers fast turn-around on the repair of 3M Scott SCBA's, flow testing and hydrostatic testing. In valuing our customer's time, we strive to have a knowledgeable outside sales staff and inside customer service staff; so the customer's call is handled with the first inquiry. We back up that commitment by providing product training seminars for our staff at regular intervals and opportunities for factory-provided training. SeaWestern's headquarters is located in Kirkland, WA and the standard hours of operation are Monday through Friday from 7:30am – 5pm PST. However, SeaWestern territory sales representatives and mobile service technicians may provide extended hours based upon geographical location and customer agreement. A SeaWestern representative can be reached by phone at 1-800-327-5312 or by email at info@seawestern.com. During the business day we strive to return messages within a couple hours and provide next business day turnaround on phone and email inquiries outside of normal business hours. The local SeaWestern sales representative and mobile service technician will provide their contact information directly to customers they serve in case of emergencies outside typical operating hours. For emergency work outside of regularly scheduled service SeaWestern makes every effort to address within 48 hours during the business week.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	In combination with the broad products and services it provides, SeaWestern looks forward to a Sourcewell award to better serve our customers in our designated territories by providing the additional value of a government entity / purchasing vehicle for the ease and security of acquisition. With SeaWestern's growing territory and sales team, we look to increase Sourcewell contract utilization as we have the personnel, infrastructure, processes, and capacity to implement effectively and adhere to the contact terms and conditions set forth.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A - SeaWestern only conducts business domestically in the western United States.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Based on our current manufacturer territory agreements, SeaWestern does not serve beyond Colorado in the central to eastern regions of United States nor any part of Canada. SeaWestern conducts in-person business with our fire service customers in 11 western states, including Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	At this time the only limiting factor to NOT fully serving participating entity sectors (i.e., government, education, not-for-profit, etc) would be due to regional presence. No other cooperative purchasing contracts or agreements limit our ability to promote another contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SeaWestern does not currently serve Hawaii or other US Territories. Due to the potential complexity of logistics to remote locations in Alaska, SeaWestern will provide a quote for shipping/transportation before customer acquisition.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	SeaWestern looks forward to further educating our sales force by providing Sourcewell contract details, resources and play book to promote to current and new customers simplifying administrative tasks and offering them discounted pricing. SeaWestern will also market to all potential customer entities by utilizing promotional tools via online, email and print materials, immediately announcing the Sourcewell award on these mediums. SeaWestern has a boots on the ground model with direct Sales Reps visiting fire departments on an ongoing basis. Our sales reps have strong relationships with fire service departments that in some cases goes back decades. SeaWestern participates in trade shows and conferences across the western region (approx. 15-20 per year), and incorporates logo pop-up & wall banners, table cloths, rugs, brochures and complimentary marketing items. SeaWestern puts out an annual catalog of our product and service offerings and also maintains a marketplace website providing contract and product information allowing customers to place online orders via the website. Please see attached examples: Marketing Plan (Zip Folder)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	SeaWestern understands that we live in a digital age where technology and data greatly impact the marketing of one's brand, products and services. SeaWestern uses metadata to enhance marketing effectiveness and utilizes social media such as Facebook and LinkedIn to network with agencies and increase promotion. In addition, SeaWestern promotes its products and services through several 3rd party online outlets such as Daily Dispatch. A few years ago, SeaWestern moved to an Oracle Netsuite (ERP) platform to handle administration functions for our business providing an increased technological integration providing a suite of tools and reporting functions measuring our success rates.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SeaWestern sees Sourcewell listing the awarded dealers contact and contract information on the website, public disclosures and marketing material including email blasts. SeaWestern is familiar with promoting similar contracts such as HGAC, and NPPGov, and comfortable navigating these platforms and adhering to terms. SeaWestern will integrate Sourcewell contract and marketing tools into ongoing Sales Meetings and Trainings to provide a high level of knowledge to our Sales force and support teams in an effort to increase contract sales.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we have e-commerce through our website www.seawestern.com where government, education and related customer entities can place marketplace transactions and inquire on products and services. Government and education customers use the website to easily identify featured brands and search through its categorized product groups with detailed descriptions, pricing and features such as "Quick Shop" or "Chose Options" and searchable filters such as, brand, best sellers, etc. Customers can find their local sales support through the "Locate a Sales Rep" interactive territory map.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	SeaWestern Sales representatives offer in-person product demonstrations and no charge in-service operator training on purchased products such as Holmatro Rescue Tools, Solo Washers and similar equipment. SeaWestern occasionally hosts manufactures partners to provide informational and product training seminars to customers at no-cost. Often upon coordination with the customer our reps will also assist them with unboxing and recording of product receipt into their records at no charge. SeaWestern does charge a fee for Solo Washer and Circul-Air Equipment set-up that may include connecting components and providing additional small items during installation.	*
41	Describe any technological advances that your proposed products or services offer.	Local SeaWestern Sales Representatives are well versed on the latest technology in the market and carry a wide assortment of current products for hands on demonstration to customers. SeaWestern represents the highest quality products and market leaders, for example: Holmatro Resue Tools with multi-tool functionality increased durability, reduced weight and innovation battery technology. Blackline Safety with its innovation gas detection technology and industry leading connectivity and monitoring systems. For more information, please see attached product catalogs.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	SeaWestern realizes with increasing growth comes increasing inputs into the world. It is our goal to progressively move our organization in policy and process toward a more renewable economic model that avoids depletion of resources and increases Triple Bottom Line value. We address environmental, economic and social goals through reduce/reuse, stakeholder engagement/strategic planning, and job creation for a diverse workforce which all add to the goals of Sustainability. Our management team includes our Director of Operations who has experience and education in the field, holding a Bachelor of Applied Science in Sustainable Practices. In 2019 SeaWestern transitioned its business administration and data completely to the cloud moving from a small business with an analog model and paper heavy environment to a more streamlined digital infrastructure, by implementing full a service ERP system and electronic record management to reduce the amount of paper used. Whenever possible SeaWestern looks to reuse and repurpose materials and equipment. This includes but is not limited to box /packaging materials, storage/furniture, and refurbished tools such as breathing air compressors and steel cylinders. We try to minimize hazardous materials and use local agencies to properly dispose of them. In addition to our current paper/cardboard recycling we are in the process of implementing a more robust recycling and compost program to include other clean recyclables, food waste and paper products (compostable ware, paper towels etc.) that cannot be recycled. To decrease energy consumption, SeaWestern looks for more energy efficient equipment when upgrading (computer etc.) and identifies efficient shipping & bundle methodologies to reduce trips. SeaWestern management works on strategic and sustainable growth strategies to increase economic opportunity and job creation on a regional level. We take a consultative approach with our customers to provide added value before, during and after the acquisition process to ensure a smooth delivery and return on investment during ownership. SeaWestern works closely with our partners and product manufacturers through cooperative planning on operational procedures to increase logistical efficiencies which include growing localized distribution. Specifically in relation to this project, SeaWestern’s partner 3M/Scott has a comprehensive Sustainability / ESG strategy that encompasses Environmental, Social and Governance detailed through highlights, metrics and Global impact reporting which can be found here https://www.3m.com/3M/en_US/sustainability-us/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A – As SeaWestern is a distributor/dealer/reseller, these ratings and certifications would be at the manufacturer level. Please see the attached product catalogs under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	SeaWestern is a family owned and operated company with over four decades of experience serving the fire service. SeaWestern prides itself on building relationships with the department personnel - like a family, SeaWestern is there when you need us. Our mission is to provide Quality Products at a Reasonable Price with Service After the Sale. The SeaWestern family began 45+ years ago with the vision of Russell E. Morris. It continues today with Steve, running the company. SeaWestern partners with the very best manufacturers to provide quality products to its customers. SeaWestern is proud to represent quality manufacturers such as 3M Scott Fire & Safety SCBA's and TIC's, LION Turnout Gear and Station Wear, BAUER Compressors, HAIX Leather Boots, Elkhart Brass, Key Fire Hose, Holmatro Rescue Tools, Blackline Safety Gas Detection, BlowHard Fans, Red Head Brass, ZICO, and more. We align ourselves with manufacturers that pride themselves on having innovative products that exceed the NFPA standards. In today's world, SeaWestern understands that delivery, in addition to quality and price, matters. With that in mind, we strive to keep a large inventory of the items our customers want on our shelves. We ship all orders received by 1pm the same day. Being centrally located means next day delivery for most of our customers. In addition, we stock a large volume of sought-after merchandise, which enables us to obtain some very attractive volume pricing from our manufacturers; value that we gladly pass along to our customers in the form of reasonable prices. We work hard on our customers' behalf to secure the very best pricing. SeaWestern recognizes that in today's world, we all have a lot of tasks competing for our time. With that in mind, SeaWestern employs full-time, factory-certified mobile technicians available to provide maintenance on your equipment. SeaWestern's commitment to Service after the Sale is further supported by an in-house 3M Scott certified repair center which offers fast turn-around on the repair of 3M Scott SCBA's, flow testing and hydrostatic testing (*Kirkland and Portland locations). In valuing our customer's time, we strive to have a knowledgeable outside sales staff and inside customer service staff; so the customer's call is handled with the first inquiry. We back up that commitment by providing product training seminars for our staff at regular intervals and opportunities for manufacturer provided training.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	As SeaWestern is a distributor/reseller, warranties fall under the manufacturers for the specific products as each will have different warranty terms. SeaWestern warranties all service labor performed to insure a high level of customer support.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Misuse restrictions would apply. However, SeaWestern advocates for its customers and works with its manufacturer partners on best outcomes. Please see manufacturer's warranties attached under: Warranty Info (Zip Folder)	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	SeaWestern warranties the service work performed by our service technicians but does not provide product warranty which falls under the manufacturer. Where stated by manufacturer's standard warranty travel time and mileage will be covered. However, this is a rare exception, and typically they are not covered, in such instances the service issue will be handled case by case.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Based on our current manufacturer territory agreements, SeaWestern does not serve beyond Colorado in the central to eastern regions of United States nor any part of Canada. SeaWestern currently provides a certified technician to perform warranty repairs to the territories / states we are authorized to sell in based on the manufacturer. SeaWestern conducts in-person business with 11 western states, including Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming. SeaWestern does not directly conduct business in Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As SeaWestern is an authorized service provider for 3M Scott and Holmatro our certified technicians can carry out manufacturer warranty related service requests. For other products within this scope, SeaWestern will work with our partners to identify what warranties and service will be passed on to them as vendors / manufacturers.	*
51	What are your proposed exchange and return programs and policies?	SeaWestern will except returns of new unused products with original packaging within 30 days of receipt. Customized items are nonreturnable. Exchanges are handled on a case-by-case basis.	*
52	Describe any service contract options for the items included in your proposal.	SeaWestern provides several service contract options for the products we offer. For the purpose of this scope, we can provide service plans for Holmatro Rescue Tools that vary from one (1) to five (5) years. Please see example service contract attached under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	SeaWestern has Net 30 terms and payment can be remitted by check, ACH, credit card, and wire transfer.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	For leasing and financing options SeaWestern refers customers entities to: Blake J. Kaus Vice President & Director of Leasing Community Leasing Partners 215 S. Seth Child Road Manhattan, KS 66502 Division of Community First National Bank – Member FDIC https://www.clpusa.net P: 888.777.7850 M: 785.313.3154 F: 888.777.7875 E: blakekaus@clpusa.net	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SeaWestern utilizes Quotes, Sales Orders with Standard Terms & Conditions and Service Agreements in connection with an awarded contract. Please see examples attached under: Standard Transaction Documents (Zip Folder)	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	SeaWestern accepts credit cards and charges a 3% processing fee on orders over $2,500.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	SeaWestern will provide List/MSRP price sheets from the manufacturers and will provide a discount off of List/MSRP as the Sourcewell price. Please see list pricing and discount attached under: Pricing_ (Zip Folder).	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing will vary depending on the vendor. See attachment titled "Sourcewell Discount Structure" for a breakdown of the discounts offered.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	SeaWestern provides our best pricing based on overall business and cost structures. Any additional volume discounts would be based on promotional pricing on a case-by-case basis.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For customer entities requesting “open market” or “non-standard,” “sourced” products or related services not found on contract, a SeaWestern quote will be supplied upon request.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	When applicable SeaWestern provides product in-service training at no cost. For the acquisition of 3M Scott products there are no additional charges. For the acquisition of other related products within this scope there may be additional setup fees which varies depending on the type of product and equipment to be connected and location of setup. The customer entity is responsible for delivery receipt of equipment its final placement, and any associated electrical supply & hook up necessary.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Direct to customer dropship freight is included at no additional charge for 3M Scott products. For all other products and equipment freight is quoted on a case-by-case basis dependent on location and customer requested accommodation. Approximate best method shipping costs are determined by utilizing associated carrier freight calculators and are listed separately on associated quotes.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For 3M/Scott products freight is included at no additional charge to Alaska. We do not currently sell to Hawaii or Canada. For all other products and equipment freight is quoted on a case-by-case basis to Alaska (remote locations). We do not currently sell to Hawaii or Canada.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SeaWestern has four (4) brick and mortar locations across the western states, that include Kirkland, WA; Portland, OR; Las Vegas, NV; and Denver, CO; that carry varying degrees of inventory to help minimize turnaround time and associated costs. SeaWestern works with a number of national, regional and local carriers to facilitate the best low-cost option based on capacity and location service. As SeaWestern Sales reps frequent departments to provide a high level of service we are often able to hand deliver products to further mitigate costs to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As applicable, SeaWestern will check a box in the NetSuite system on the Quote/Sales Order specifying a Sourcewell contract purchase and note the contract number and participating customer entity number in the associated field. SeaWestern has a designated team assigned to managing our sales through the various cooperative purchase agreements we currently utilize. Contract orders will be reviewed by two parties for accuracy and compliance. Management will review the quarterly report to ensure it adheres to the terms in the Sourcewell contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded SeaWestern will utilize monthly, quarterly, and year-on-year sale data of the products included on the contract, and conversion rate of quotes done with contract pricing versus those without contract pricing to measure success with the contract.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SeaWestern proposes to pay Sourcewell a 1% administrative fee for related quarterly contract sales.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	SeaWestern is pleased to offer Sourcewell customers high quality Firefighting Equipment and Rescue Tools with Related Supplies and Accessories which includes: Key Hose - Fire, Municipal & Industrial Hose Elkhart Brass - Fire Nozzles, Tools & Equipment, Municipal & Industrial Fittings Red Head Brass - Fire Hose Adapters, Couplings, Fittings, and Tools Fol-Da-Tank - Portable Water Storage Tanks Blackline Safety - Gas Detection and Connected Safety BlowHard - Positive Pressure Ventilation (PPV) Fans Holmatro - Hydraulic Fire Rescue Tools, Struts and Industrial Equipment Junkyard Dog Industries - Rescue Vehicle Struts Teledyne FLIR - Thermal Imaging Cameras 3M/SCOTT - Thermal Imaging Cameras Rescue Intellitech Solo Rescue - Decon Washer Circul-Air - Hose Washers & Drying, Fire Equipment Storage Chemguard -Fire Suppression Foam, Systems, Mobile Equipment and Hardware Fire Innovations - Belts/Harnesses, Bailout/Search Systems, Rescue & Wildland Equipment Leatherhead Tools - Fire and Rescue Tools Fire Hooks Unlimited - Fire & Rescue Tools, and Emergency Service Equipment SeaWestern has certified 3M/Scott, Bauer and Holmatro in-house and mobile service technicians. SeaWestern technicians are also trained for basic onsite service of the BlowHard Fans and Solo Decon Washer installations. Whenever possible SeaWestern works with its vendor partners to provide customer service and onsite support of the products and equipment offerings.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories related to Firefighting Equipment and Rescue Tools with Related Supplies and Accessories include: Firefighting Suppression & Water Flow Equipment: - Key Hose, Elkhart Brass, Fol-Da-Tank, Red Head Brass, Chemguard Foam Fire Pumps, Skid Units, and Compressed Air Foam Systems (CAFS): - None at this time. SeaWestern Fire Apparatus Inc. (In process TBD) Firefighting Attack, Ventilation and Rescue Tools: - BlowHard Fans, Holmatro Thermal imaging and similar Situational Awareness Equipment: - Teledyne FLIR, 3M/SCOTT Extrication Tools and Equipment: Holmatro, Junkyard Dog Struts, Fire Hooks Unlimited, Leatherhead Tools Technical, Vertical, Trench, and Confined Space Rescue Equipment: - Fire Innovations, Holmatro OmniShore/Struts, Hazardous Materials (HazMat) Response Equipment: - Blackline Safety Wildland Firefighting Equipment and Upfits for Vehicles, ATV/UTVs: - KeyHose, Elkhart Brass, SeaWestern Fire Apparatus Inc. Related Tools and Accessories complementary offerings: - Solo, Circul-Air, Red Head Brass, Leatherhead tools, Fire Hooks Unlimited	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Equipment, tools, supplies, and accessories used for all types of fire and rescue service, including structural firefighting, wildland firefighting, vehicle extrication, technical rescue, vehicle and aircraft rescue, HazMat, and EMS	(•) Yes ( ) No	Key Hose, Elkhart Brass, Fol-Da-Tank, Red Head Brass, Chemguard Foam, SeaWestern Fire Apparatus Inc, BlowHard Fans, Holmatro, Teledyne FLIR, 3M/SCOTT, Holmatro, Junkyard Dog Struts, Fire Hooks Unlimited, Leatherhead Tools, Fire Innovations, Blackline Safety, Rescue Intellitech Solo, Circul-Air	*
72	Firefighting water flow equipment	(•) Yes ( ) No	Key Hose, Elkhart Brass, Fol-Da-Tank, Red Head Brass	*
73	Fire pumps, skid units, and compressed air foam systems (CAFS)	( ) Yes (•) No	SeaWestern Fire Apparatus Inc. TBD	*
74	Firefighting suppression	(•) Yes ( ) No	Key Hose, Elkhart Brass, Fol-Da-Tank, Chemguard Foam	
75	Firefighting attack, ventilation, and rescue tools	(•) Yes ( ) No	BlowHard Fans, Holmatro, Leatherhead Tools, Fire Hooks Unlimited	
76	Thermal imaging and similar situational awareness equipment	(•) Yes ( ) No	Teledyne FLIR, 3M/SCOTT	
77	Extrication tools and equipment	(•) Yes ( ) No	Holmatro, Junkyard Dog Struts, Fire Hooks Unlimited, Leatherhead Tools	
78	Technical, vertical, trench, and confined space rescue equipment	(•) Yes ( ) No	Fire Innovations, Holmatro OmniShore/Struts	
79	Portable ladders	( ) Yes (•) No	We are not offering portable ladders at this time	
80	Hazardous materials (HazMat) response equipment	(•) Yes ( ) No	Blackline Safety	
81	Wildland firefighting equipment and upfits for vehicles, ATV/UTVs	(•) Yes ( ) No	KeyHose, Elkhart Brass	
82	Related tools and accessories complementary to the offering of 1.a.i – x	(•) Yes ( ) No	Solo, Circul-Air, Red Head Brass, Leatherhead tools, Fire Hooks Unlimited	*
83	Complementary services related to the equipment offered in 1. a. i – x. above, including training, testing, certifications, maintenance or repair, installation and warranty programs	(•) Yes ( ) No	SeaWestern has certified 3M/Scott, Bauer and Holmatro in-house and mobile service technicians. SeaWestern technicians are also trained for basic onsite service of the BlowHard Fans and Solo Decon Washer installations. Whenever possible SeaWestern works with its vendor partners to provide customer service and onsite support of the products and equipment offerings.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricing_.zip - Thursday February 01, 2024 13:59:24
- Financial Strength and Stability - Sea-Western 2023 Financial Statements - FINAL.pdf - Thursday February 01, 2024 10:16:39
- Marketing Plan/Samples - Marketing Plan_.zip - Thursday February 01, 2024 11:26:22
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Info_.zip - Thursday February 01, 2024 15:39:12
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday February 01, 2024 11:30:16
- Upload Additional Document - Dist & Serv Certs_Agreements_Catalogs_Manuals_.zip - Thursday February 01, 2024 15:59:02
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Troy Enright, Director of Operations, Sea-Western Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Firefighting_Equipment_RFP_020124 Fri January 19 2024 12:49 PM	☑	1

Docusign Envelope ID: E38BFB86-ABF4-4BAE-922C-7136FFC80EF4

AMENDMENT #1
TO
CONTRACT # 020124-SEW

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Sea-Western Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Firefighting Equipment and Rescue Tools with Related Supplies and Accessories with Related Services to Sourcewell and its Participating Entities, effective April 4, 2024, through April 4, 2028 (Contract).

The parties wish to amend the contract to update Suppliers pricing strategy.

NOW, THEREFORE, the parties amend the Contract as follows:

> Line item 57 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:
>
> Supplier will provide a discount off manufacturer List/MSRP as the Sourcewell price as detailed under the Sourcewell Discount Structure 020124-SEW and will provide current manufacturer full price lists upon request.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Operating Officer

Date: 4/25/2025 | 3:08 PM CDT

Sea-Western Inc.

By: Signed by: Troy M. Enright 03EED1A80930473...

Troy Enright, Director of Operations

Date: 4/25/2025 | 11:10 AM PDT

SeaWestern Discount Structure for Sourcewell RFP 020124-SEW

Key Hose	55% discount off list
Elkhart Brass	40% discount off list
Chemguard Foam	54% discount off list
Blowhard Fans	10% discount off list
Holmatro	4% discount off list
Teledyne FLIR	5% discount off list
3M Scott	25% discount off list
Leatherhead Tools	32% discount off list
Junkyard Dog	2% discount off list
Fire Innovations	5% discount off list
Blackline Safety	1% discount off list
Rescue Intellitech – Solo Washer	3% discount off list
Circul-Air	5% discount off list
Fire Hooks Unlimited	2% discount off list
Red Head Brass	20% discount off list
SeaWestern Fire Apparatus Inc	10% discount off list

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

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.

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

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

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

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.

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

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.

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

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

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

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

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

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.

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

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.

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

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

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

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.

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

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.

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

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

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

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

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

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.

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

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

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

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,

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

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).

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

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.

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

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.	

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

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

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

			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	

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

	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	

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

	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	

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

	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

DocuSign Envelope ID: 4F36436E-D799-47FB-8BEA-B8C4A396E2B4

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

Docusign Envelope ID: 5349F1D3-A9E6-4CAE-9484-4CA5D72FECEA

EXTENSION No. 2 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

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**

DocuSigned by:
82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 7/30/2024

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

DocuSigned by:
Scott Lees
5C410900B6FC422...

Printed Name: Scott Lees
Title: Vice President-Western Division
Date: 7/30/2024

Docusign Envelope ID: EFED8DAB-FD00-49B0-BE4D-25DCE3F79997

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

EXTENSION No. 3 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2027 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

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**

DocuSigned by:
82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 7/1/2025

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

Signed by:
Scott Lees
036A3CF0B16F414...

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

Scott Lees
Vice President-Western Division
Date: 6/27/2025

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Adoption of Policy Implementing SB 937 Fee Deferral Requirements

Date: August 26, 2025

Submitted By: David Mohlenbrok, Community Development Director
Crystal Hodgson, Assistant City Attorney
Matthew McOmber, City Attorney

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Adopting a Policy for Implementation of SB 937 and Authorizing the City Manager to Develop a Program Consistent with the Requirements of SB 937, Update Processes, and Take All Other Actions Necessary to be Compliant with the Requirements of SB 937.

Background:
State law authorizes the City of Rocklin (City) to collect development impact fees from new development projects. The City administers several development impact fee programs that fund new development's share of certain capital infrastructure projects, such as for transportation, parks, drainage, etc. The California Mitigation Fee Act regulates the development impact fees that local agencies impose.

On September 19, 2024, Governor Newsom signed Senate Bill (SB) 937 into law; its provisions took effect January 1, 2025. SB 937 amends section 66007 of the California Government Code to require payment of development impact fees for residential development at the time of the final inspection or issuance of the certificate of occupancy. The City's current practice is to collect development impact fees at the time of building permit payment and issuance, unless the project is a qualifying affordable housing project and has entered into a fee deferral agreement.

To be compliant with the requirements of SB 937, several chapters of the Rocklin Municipal Code (RMC) relating to development impact fees need to be updated. Staff will bring the appropriate changes to the RMC to the City Council for consideration at a future meeting.

The Policy for Implementation of SB 937 is attached to the proposed resolution as Exhibit A (Attachment 2). The Policy provides a framework to implement SB 937, and includes the following provisions:

- For a project considered a “designated residential development project,” fees shall generally be due prior to the issuance of the certificate of occupancy or temporary certificate of occupancy, whichever occurs first for each residential unit, or for the first unit in a development, unless the designated residential development project will be built in phases. If built in phases, the City Manager may allow the payment of deferred fees to be due on the final inspection or certificate of occupancy (whichever is sooner) of the first permit in each phase. The fees shall be those in effect as of the date of the building permit issuance. The City is not permitted to charge interest or other fees for the deferral.

- When fees for designated residential development projects are deferred pursuant to SB 937, the building permit applicant shall execute a fee deferral agreement in substantially the same form as attached to the Policy. The agreement shall constitute a lien at the time of building permit issuance until payment of the fees or charges has been made. If the City is prohibited from making the agreement a lien for certain housing projects that are 100% affordable to lower income households, the City Manager may require a deed of trust or similar method to secure payment of the deferred fees.

- The City will not accept partial payments.

- For a mixed-use development, which includes both residential and non-residential development, a fee deferral agreement may be executed, which would align the fee payment due date of the non-residential portion with the due date of the residential portion, and which applies all other applicable provisions of the Policy.

Fiscal Impact:
SB 937 will impact the timing of when the City receives individual impact fee program funds as the impact fees will be collected at the time of the final inspection or issuance of the certificate of occupancy, rather than at payment and issuance of the building permit, as has traditionally been done. This delay could affect the delivery of capital improvement projects, as these impact fee programs are an important funding source for those projects. Staff will monitor these changes and potential impacts to delivery of City-constructed projects.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Policy for Implementation of SB 937

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING A POLICY FOR IMPLEMENTATION OF SB 937 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DEVELOP A PROGRAM CONSISTENT WITH THE REQUIREMENTS OF SB 937, UPDATE PROCESSES, AND TAKE ALL OTHER ACTIONS NECESSARY TO BE COMPLIANT WITH THE REQUIREMENTS OF SB 937

WHEREAS, California Government Code Section 66000, et seq., (hereinafter Mitigation Fee Act) regulates development impact fees that are imposed on new development projects; and

WHEREAS, on September 19, 2024, the Governor signed Senate Bill (SB) 937 into law, which amends section 66007 of the California Government Code, changing the timing of when development impact fees for residential projects can be collected to the time of issuance of the certificate of occupancy; and

WHEREAS, compliance with the requirements of SB 937 will require development and implementation of a program and associated policies, updates to current processes, and amendments to numerous sections of the Rocklin Municipal Code related to development impact fees; and

WHEREAS, the adoption of the legislation and its effective date of January 1, 2025, necessitates the adoption of a City policy to implement the provisions of SB 937 and to avoid potential non-compliance with state law for projects processed in 2025.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Rocklin hereby adopts the Policy, attached hereto and incorporated herein by reference, and authorizes the City Manager or designee to develop a program consistent with the requirements of SB 937 and the Policy, update processes, execute any fee deferral agreements, or amendments thereto, for residential and mixed-use projects or any other project for which a fee deferral agreement, or amendment thereto, is necessary or appropriate under SB 937, and execute all documents and take all other actions reasonably necessary to comply with the requirements of SB 937.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Policy for Implementation of SB 937

1. The provisions of Policy for Implementation of SB 937 shall apply to fees or charges imposed on residential development for the construction of public improvements or facilities consistent with Senate Bill 937 ("SB 937"). Except as otherwise provided below with respect to mixed-use projects, this Policy does not apply to non-residential development. The provisions of this Policy shall apply to any building permit issued on or after January 1, 2025, regardless of the date of application to the City.

2. City development impact fees that are subject to SB 937 at the time this Policy is adopted are described on Exhibit 1 to this Policy.

3. The City Attorney shall develop a model fee deferral agreement, in a form substantially similar to the form attached hereto as Exhibit 2, to be used when fees are deferred as required by SB 937, which shall be posted on the City's website, as required by Government Code Section 66007, subd.(d)(5).

4. The City Manager shall have the authority to enter into a fee deferral agreement, in a form acceptable to the City Attorney, when appropriate for the application of SB 937 to a specific development project, and such impact fees subject to deferral under SB 937 shall be deferred consistent with SB 937 and this Policy. The fee deferral agreement shall constitute a lien for the payment of the deferred fees. Fee deferral agreement shall be recorded in the office of the Placer County Recorder's Office.

   Where allowed or required by law, the City Manager may require that an owner post a performance bond, obtain a letter of credit, or execute a deed of trust or other additional or alternative methods to secure the agreement to pay deferred fees.

5. For a residential development that meets the definition of "designated residential development project" as provided in Government Code Section 66007(c)(4):

   a. Development impact fees shall be due prior to the issuance of the Certificate of Occupancy or temporary Certificate of Occupancy, whichever occurs first, for the first residential unit in a project. No Certificate of Occupancy or temporary Certificate of Occupancy shall be issued until all applicable development impact fees are paid.

      For designated residential development projects consisting of multiple residences that are built in phases, the City Manager may allow the owner to pay deferred fees for each phase of the project prior to the issuance of the Certificate of Occupancy or temporary Certificate of Occupancy for the first unit in each phase, rather than requiring the payment of deferred fees for the entire project before the Certificate of Occupancy or Temporary Certificate of Occupancy is issued for the first unit in the project.

   b. The amount of the fees to be paid shall be the amount otherwise due, as provided in the City Council-adopted fee schedule along with any applicable index adjustments as provided in the fee's accompanying nexus study, as of the date of the issuance of the subject building permit for the unit(s) included in that building permit, unless otherwise permitted by state law, no interest shall be charged to the

applicant for the period of time the fees are deferred.

6. Nothing herein shall preclude a developer from paying any applicable development impact fee at a date prior to the Certificate of Occupancy, as applicable.

7. Unless otherwise agreed to in a fee deferral agreement, or as required by law, the City will not accept partial payments, or payments for only a portion of the fees due for the subject building permit. The City will only accept a full and complete payment for the unit(s) covered under the applicable building permit.

8. In instances of a mixed-use development, which includes both residential and non-residential development, the City Manager or designee may execute a fee deferral agreement with the developer of such project, which aligns the due date of development impact fees for the non-residential portions of the project with the due date for the residential development and applies all other applicable provisions of this Policy to the entirety of the project. Further, this Policy does not preclude the City Manager from approving a fee deferral agreement for such a project which extends the term for which the development impact fees are due consistent with any other programs, policies, guidelines, and/or procedures for fee deferrals adopted by City Council, and for which, pursuant to the terms of that adopted program, policy, or guidelines, the payment of fees are due subsequent to issuance of the Certificate of Occupancy when surety is provided.

9. There are provisions of Rocklin Municipal Chapter 3.16 that require development impact fees to be paid prior to the issue of a building permit. To the extent that these provisions are inconsistent with the state law, in particular in Government Code Section 66007 added by SB 937 (2024), the City Manager is authorized take necessary steps to comply with state law's fee deferral requirements. The Community Development Director, in consultation with the City Attorney's Office, is hereby directed to prepare and present for City Council approval necessary ordinances to enact municipal code amendments to make Chapter 3.16 consistent with the state law's development impact fee deferral requirements.

Attachments:

1. Schedule of City Fees Due at Building Permit Noting Fee Subject to Deferral Under SB 937
2. Model Fee Deferral Agreement

Attachment 1 - Schedule of City Fees Due at Building Permit

A. Fees subject to deferral under SB 937 for all “residential development projects” including application for single building permit

1. City Development Impact Fees
   - Community and Recreation Facilities Impact Fee
   - City Traffic Fee
   - City Public Facilities Impact Fee
   - Park Improvement Impact Fee
   - Trails Impact Fee

2. Impact Fees that we Collect as Pass-Through
   - Dry Creek Watershed Drainage Fee
   - Placer County Capital Facilities Impact Fee
   - South Placer Regional Transportation Agency (SPRTA) Impact Fees

B. Fees Subject to Deferral ONLY for Residential Development Project with 49% Lower Income Housing – with respect to the units designated for lower income occupancy (not market rate units)
   - Hwy 65 Interchange fee

C. Fees NOT Subject to deferral under SB 937

1. City Special Taxes
   - City Construction Tax
   - Park Improvement Impact Fee

2. City Building Permit / Inspection Fees / State Mandated Regulatory Fees
   - Continuing Education Fee
   - Construction & Demolition Debris Recycling
   - CalGreen Building Standards
   - State Building Standards Fee
   - Building Inspection
   - Building Plan Check
   - Electrical Permit Fees
   - Mechanical Permit Fee
   - Plumbing Permit Fee
   - Seismic
   - Permit Processing Fee
   - Special Services – Records Maintenance Fee

Attachment 2- Model Fee Deferral Contract

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of Rocklin
City Clerk's Office
3790 Rocklin Road
Rocklin, CA 95677

[Exempt from recording fee per Gov. Code § 27383] (Space Above This Line for Recorder's Use Only)

AGREEMENT AFFECTING REAL PROPERTY AND CREATING A LIEN TO SECURE PAYMENT OF CERTAIN DEFERRED DEVELOPMENT IMPACT FEES FOR DESIGNATED RESIDENTIAL DEVELOPMENT PROJECT (SB 937)

This development impact fee deferral agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between _____ (the "Property Owner"), and the City of Rocklin, a California municipal corporation (the "City").

RECITALS

A. The Property Owner owns and intends to develop that certain real property commonly known as _____ and more fully described in Exhibit A, which is attached and incorporated by reference into this Agreement (the "Project"). **[for entitled projects, add** "Property Owner has received approval to develop the Project pursuant to [insert Resolution No. for entitlements."]**]**

B. The Project is a "designated residential development project" subject to the requirements of Government Code Section 66007(c) (the "Project"). The Project consists of _____ parcel(s).

C. The City is authorized to levy development impact fees to offset the impacts of development on the local system of infrastructure such as roads, water facilities, wastewater facilities and community facilities.

D. The Property Owner desires for the City to defer the payment of certain development impact fees for the Property from the time of issuance of a building permit to a later time.

E. The City desires to allow the fee deferral subject to the execution of a fee deferral agreement authorized by City of Rocklin Resolution No. 2025-XX, and

Government Code Section 66007(d).

F. The total amount of development impact fees to be deferred under this Agreement is currently estimated to be $_____, pursuant to Government Code Sections 65589.5(o)(2)(A) and 66007(c) (the "Deferred Fees"), and which fees are described in Exhibit B.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Property Owner and the City agree as follows:

1. Deferred Fees. The development fees for the Property that are to be deferred pursuant to this Agreement are defined and detailed in Recital F.

2. Payment of Deferred Fees. The Property Owner agrees to pay to the City the Deferred Fees. The outstanding balance of the Deferred Fees is due and payable to the City on a lump-sum basis when the first dwelling unit in the Project receives its first: (1) certificate of occupancy; or (2) temporary certificate of occupancy, whichever occurs first (the "Fee Deadline"). Any portion of the Deferred Fees that remains unpaid at the expiration of the Fee Deadline is immediately due and payable. Any unpaid Deferred Fees balance is immediately due and payable upon the sale of the entire Property.

3. Maximum Deferral Period. The provisions of Section 2 notwithstanding, the maximum deferral period for the Deferred Fees is five (5) years from the date of issuance of the Project's first building permit, if construction of the Project does not begin within that time period (the "Maximum Deferral Period"). Any portion of the Deferred Fees that remains unpaid at the expiration of the Maximum Deferral Period is immediately due and payable.

4. Building Permit Issuance. The Property Owner represents that he or she has obtained or will obtain within sixty (60) days of the effective date of this Agreement all building permits for the Project. If the Property Owner does not timely obtain the building permits, then the Deferred Fees shall become due and immediately payable.

5. Escrow. The Property Owner shall notify the City in writing of the opening of each escrow for the sale of each parcel or dwelling in the Project. If an escrow account is opened for the sale of a parcel or dwelling in the Project, the Property Owner shall provide in those escrow instructions that the portion of the Deferred Fees attributable to the parcel or dwelling shall be paid to the City from the sale proceeds in escrow before sale proceeds are disbursed to the seller.

6. Lien Created. This Agreement, when recorded, is a lien against the Property that guarantees the payment in full of the Deferred Fees, and the City's cost of

enforcement (including foreclosure) and collection, including attorney's fees.

7. City Lien Primary. The Property Owner shall submit proof satisfactory to the City that the lien created by this Agreement is not secondary to any existing or future encumbrance.

8. Release of Lien. Upon full payment of the Deferred Fees and complete satisfaction of all terms and conditions of this Agreement by the Property Owner, the City will release the lien created hereunder by executing a lien release. If the City receives payment for the portion of the Deferred Fees attributable to a dwelling or structure, and the dwelling or structure is located on a parcel separate from others in the Project, the City will record a release of lien as to the parcel where the dwelling or structure is located.

9. Default. If the Property Owner fails to pay any amount owing under this Agreement and such failure is continuing thirty (30) days after the Property Owner's receipt of written notice of such failure from the City, the City may withhold issuance of any certificates of occupancy or temporary certificates of occupancy for the Project. The City has the right to exercise all rights and remedies and to maintain any action in law or equity to enforce the terms and covenants of this Agreement. The City may pursue collection through all available legal and administrative means, including but not limited to judicial foreclosure of the recorded lien against the Property and civil judgment against the applicant for breach of this Agreement. The obligation secured by this Agreement includes, in addition to the amount of the Deferred Fees, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation secured by this Agreement, all to be taxed as costs and included in any judgment rendered.

10. Successors in Interest. Each Property Owner who is a party to this Agreement is jointly and severally liable for compliance with its terms. This Agreement binds the Property Owner's heirs, successors, assigns, and any other person claiming under them. If there is more than one successor in interest, all successors will be jointly and severally liable for all obligations under this Agreement. This section does not limit the effect of Section 11 (Assignment).

11. Assignment. This Agreement may not be assigned or otherwise transferred to a person or entity not a party to this Agreement without the express prior written consent of the City. Any person or entity seeking assignment or transfer of this Agreement shall meet all of the terms and conditions of this Agreement and City of Rocklin Resolution No. 2025- XX. Assignment is not effective until the proposed assignee executes an assignment and assumption agreement, in a form acceptable to the City Attorney, assuming all duties and obligations of the Property Owner under this Agreement. Any assignment or transfer not in strict compliance with this provision will: (1) be null and void; (2) constitute a material breach of this Agreement; and (3) cause the Deferred Fees to become due and

immediately payable at the time of the attempted assignment or transfer.

12. Third-Party Beneficiaries. The following fees collected by City at building permit are "pass-through" fees that the City collects at building permit issuance on behalf of other local government agencies or joint powers authorities that are deferred under this Agreement.

- Dry Creek Watershed Drainage Fee
- Placer County Cap Facilities Impact Fee
- South Placer Regional Transportation Agency Impact Fees

The Property Owner is obligated to pay those local agencies fees being deferred per the requirements of this Agreement, and the obligation to pay those fees shall inure to the benefit of, and be enforceable by the local government that imposed the fee, regardless of whether it is a party to this Agreement per Gov. Code §66007 (d)(2).

13. Applicable Law; Venue. This Agreement is governed by and construed in accordance with the substantive laws of the State of California without regard to its conflict of laws rules. The venue for any legal action pertaining to this Agreement shall be Placer County, California.

14. Waiver. If either the City or the Property Owner at any time or times waives any breach of this Agreement by the other, such waiver will not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver is not effective until and unless signed by the waiving party.

15. Severability. If any provision of this Agreement is for any reason held to be invalid or unenforceable, the remainder of this Agreement will not be affected and remains valid and fully enforceable.

16. Indemnity. The Property Owner agrees to defend, indemnify and hold harmless the City, its officials, employees and agents for any and all actions, proceedings, damages, claims, costs and attorneys' fees arising out of, or related to, this Agreement, except to the extent arising from the sole negligence or willful misconduct of the City or its officials, employees, or agents.

17. Notices. All correspondence regarding this Agreement must be directed to the following persons at the following addresses:

CITY:
David Mohlenbrok
Community Development Director
City of Rocklin
3970 Rocklin Road

Rocklin, CA 95677

PROPERTY OWNER:

XX

18. Entire Agreement. This Agreement contains the entire agreement between the parties and all prior understandings or agreements, oral or written, regarding this matter are superseded. This Agreement may not be modified except by written mutual agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

CITY

By: _____
[Name, Title]

PROPERTY OWNER

By: _____
[Name, Title]

PROPERTY OWNER SIGNATURE MUST BE NOTARIZED

Exhibit A – Legal Description of the Property

Exhibit B- Description of the Deferred Fees

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2024 Homeland Security Grant Program - Award of Grants

Date: August 26, 2025

Submitted By: Chris Osborne, Lieutenant
Rustin Banks, Police Chief
Reginald Williams, Fire Chief

Department: Fire

Recommendation:
Adopt a Resolution Approving and Authorizing the City Manager to Execute Subawardee Grant Agreements with the County of Placer Accepting the Terms and Awards of the 2024 Homeland Security Grant Program.

Background:
The Homeland Security Grant Program (HSGP) provides financial support to improve the ability to protect against, prevent, respond to, and recover from terrorist acts, as well as other emergencies and disasters. This program is essential for strengthening the nation's preparedness and resilience. It includes a range of risk-based grants designed to assist state, local, tribal, and territorial efforts in preventing, protecting against, mitigating, responding to, and recovering from acts of terrorism and various threats. The grant enables recipients to obtain the necessary resources to implement the National Preparedness System and work towards the National Preparedness Goal of ensuring a secure and resilient nation.

On December 4, 2023, the City of Rocklin Fire Department applied for the Homeland Security Grant Program through the Placer County Office of Emergency Services. The purpose of the grant is to expand the department's complement of multi-band radio, improving county-wide interoperable communications. On May 1, 2025, the Fire Department was awarded $37,084, with a spending period that begins on August 12, 2025, and concludes on December 31, 2026.

On December 5, 2023, the City of Rocklin Police Department also applied for the Homeland Security Grant Program through the Placer County Office of Emergency Services. This grant also aims to enhance the department's multi-band radio program to improve interoperability communications throughout the county. On May 1, 2025, the Police Department was awarded $56,077, with the same spending period running from August 12, 2025, to December 31, 2026.

The California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) require the City Council to certify the approval of the grant awards and acceptance of the terms and funding through a Resolution (Attachment 1).

The total amount of grant awards is $93,161, and no matching funds are required. To accept the grant funds in the Fiscal Year 2025/26 Operating Budget, the Resolution authorizes budget amendments to allocate $37,084 into the Other Reimbursables Fund (Fund 275), along with offsetting revenue, and to allocate $56,077 into the Traffic Safety/PD Grant Fund (Fund 244), also with offsetting revenue, to account for and administer the grant.

Fiscal Impact:
The total amount of the grants is $93,161. There is no direct fiscal impact as no City match is required.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - County of Placer Notifications of Subaward
3. Resolution Exhibit B - Department of Homeland Security Subaward Grant Agreement - City of Rocklin Fire Department
4. Resolution Exhibit C - Department of Homeland Security Subaward Grant Agreement - City of Rocklin Police Department
5. Resolution Exhibit D - Quote 3217445 Motorola Solutions
6. Resolution Exhibit E - Quote 3140449 Motorola Solutions

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBAWARDEE GRANT AGREEMENTS WITH THE COUNTY OF PLACER ACCEPTING THE TERMS AND AWARDS OF THE 2024 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, on or about December 4, 2023, the City of Rocklin Fire Department applied for and on May 1, 2025 was notified of an award in the amount of thirty-seven thousand and eighty-four dollars ($37,084) of Homeland Security Grant Program Funds, eligible for use starting on or about August 12, 2025 and concluding December 31, 2026; and

WHEREAS, on or about December 5, 2023 the City of Rocklin Police Department applied for and on May 1, 2025 was notified of an award in the amount of fifty-six thousand and seventy-seven dollars ($56,077) of Homeland Security Grant Program Funds, eligible for use starting on or about August 12, 2025 and concluding December 31, 2026; and

WHEREAS, the grant funds for both Fire and Police will be used to increase to the City's multi-band radio program, which will enhance intra- and inter-agency communications countywide; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) require the City of Rocklin's City Council to adopt a resolution supporting the application and the proposed Grant Activities and identify the individual authorized to execute the associated Subawardee Grant Agreement; and

WHEREAS, the County of Placer Notifications of Subaward are attached hereto as Exhibit A; and

WHEREAS, the Department of Homeland Security Subaward Grant Agreements are attached hereto as Exhibits B (Fire) and C (Police); and

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

Section 1. The City Council of the City of Rocklin hereby approves of and authorizes the City Manager to execute the Subawardee Grant Agreement with respect to grant funds awarded to the Rocklin Fire Department (Contract No. 2024-0088-061) and the Subawardee Grant Agreement with respect to grant funds awarded to the Rocklin Police Department (Contract No. 2024-0088-062) and to sign any and all other forms and documents and take all related actions required by the awarding agencies and terms and conditions of the Grants, in order to obtain and manage use of the Grant

funds and to otherwise take actions reasonably necessary to accept the terms and awards of the 2024 State Homeland Security Grant Program, for both of the awards of grant funds described herein to Fire and Police.

Section 2. The City Council further authorizes expenditures in the amounts of up to $56,037.75 to purchase the items set forth in Quote 3217445 (addressed to the Rocklin Police Department) and $37,027.63 to purchase the items set forth in Quote 3140449 (addressed to the Rocklin Fire Department), provided each such purchase otherwise complies with applicable provisions of the Rocklin Municipal Code and that any required contracts for the purchases are approved by the City Attorney as to form. Subject to the foregoing, the City Manager is authorized to execute agreements and forms reasonably necessary for the purchases authorized in this Resolution.

Section 3. In accordance with Section two (2) herein, the City Manager is authorized to increase the revenue and expenditure budgets by up to $37,084 in the Fire Department's Operating Budget within the Other Reimbursable Fund (Fund 275) to implement and administer the grant.

Section 4. In accordance with Section two (2) herein, the City Manager is authorized to increase the revenue and expenditure budgets by up to $56,077 in the Police Department's Operating Budget within the Traffic Safety and Police Grants Fund (Fund 244) to implement and administer the grant.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

COUNTY OF Placer
EMERGENCY SERVICES

May 1, 2025

Reginald Williams, Fire Chief
City of Rocklin Fire Department
4060 Rocklin Rd.
Rocklin, CA 95677

DELIVERED VIA E-MAIL: reginald.williams@rocklin.ca.us
CC'd: ryan.brayton@rocklin.ca.us; karen.smith@rocklin.ca.us

SUBJECT: **NOTIFICATION OF SUBAWARD**
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) Subaward #2024-0088
Subaward Period: 09/01/2024-05/31/2027

Dear Chief Williams:

We are pleased to announce the approval of your FY 2024 HSGP subaward in the amount of $37,084 for the following project(s):

Project 011: Project Title: Rocklin Fire Department Portable Radios
Project Description: Funding to implement all-band portable radios in Rocklin and Placer County enabling expanded communications.

This subaward is subject to requirements in the attached agreement, including but not limited to the Federal Emergency Management Agency (FEMA) Notice of Funding Opportunity (NOFO), the California Supplement to the NOFO, the FEMA Preparedness Grants Manual, and the California Governor's Office of Emergency Services (CalOES) Standard Assurances for Federal Non-Disaster Grant Programs.

To accept this award, you are required to execute and return the enclosed agreement with all required attachments to the Placer County Office of Emergency Services at grants@placer.ca.gov within 60 days of the date of this notice. We can also facilitate electronic signature of the documents, upon request.

After we receive the document with your signatures, we will provide you with a fully executed copy. For further assistance, please contact Brandy Dunkel at bdunkel@placer.ca.gov or 530-308-3555.

Sincerely,

David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Encl.
Department of Homeland Security Subaward Grant Agreement

Office of Emergency Services ▪ 2968 Richardson Dr. ▪ Auburn, CA 95603
(530) 886-5300 office ▪ (530) 886-5341 fax ▪ placeroes@placer.ca.gov

COUNTY OF Placer
EMERGENCY SERVICES

May 1, 2025

Rustin Banks, Chief of Police
City of Rocklin Police Department
4080 Rocklin Rd.
Rocklin, CA 95677

DELIVERED VIA E-MAIL: Rustin.Banks@rocklin.ca.us
CC'd: scott.horrillo@rocklin.ca.us; karen.smith@rocklin.ca.us

SUBJECT: **NOTIFICATION OF SUBAWARD**
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) Subaward #2024-0088
Subaward Period: 09/01/2024-05/31/2027

Dear Chief Banks:

We are pleased to announce the approval of your FY 2024 HSGP subaward for the following project(s):

Project 005: Project Title: Rocklin Police Department Portable Radios
Project Description: Purchase all-band portable radios enabling expanded communications.
Award Amount: $56,077

This subaward is subject to requirements in the attached agreement, including but not limited to the Federal Emergency Management Agency (FEMA) Notice of Funding Opportunity (NOFO), the California Supplement to the NOFO, the FEMA Preparedness Grants Manual, and the California Governor's Office of Emergency Services (CalOES) Standard Assurances for Federal Non-Disaster Grant Programs.

To accept this award, you are required to execute and return the enclosed agreement with all required attachments to the Placer County Office of Emergency Services at grants@placer.ca.gov within 60 days of the date of this notice. We can also facilitate electronic signature of the documents, upon request.

After we receive the document with your signatures, we will provide you with a fully executed copy. For further assistance, please contact Brandy Dunkel at bdunkel@placer.ca.gov or 530-308-3555.

Sincerely,

David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Encl.
Department of Homeland Security Subaward Grant Agreement

Office of Emergency Services ▪ 2968 Richardson Dr. ▪ Auburn, CA 95603
(530) 886-5300 office ▪ (530) 886-5341 fax ▪ placeroes@placer.ca.gov

DEPARTMENT OF HOMELAND SECURITY
SUBAWARDEE GRANT AGREEMENT

CONTRACT NO: 2024-0088-061
DEPARTMENT: Placer County Office of Emergency Services
SUBAWARDEE: City of Rocklin
SUBAWARDEE UEI #: F9JTDAHKSBX5

GRANT INFORMATION:
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) Subaward #2024-5088
Subaward Period: 09/01/2024 – 05/31/2027
Federal Grantor Agency – US Department of Homeland Security CFDA #97.067
Pass-through State Agency – California Office of Emergency Services
FIPS #061-00000, Subaward #2024-0088

This Agreement is entered into as of the date last signed below ("Effective Date") between the County of Placer, a political subdivision of the State of California (hereinafter "County") and City of Rocklin (hereinafter "SUBAWARDEE", collectively "Parties").

WHEREAS, County has been designated as the pass-through agent for the local administration of the State Homeland Security Grant Program ("SHSGP") which consists of federally awarded funds from the Federal Emergency Management Agency ("FEMA") through the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, SUBAWARDEE submitted an application to County for an award of a portion of the SHSGP that has been awarded to County; and

WHEREAS, County has approved SUBAWARDEE's application for such grant funds conditioned on SUBAWARDEE's approval and execution of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize SUBAWARDEE's legal obligations with respect to its use of the grant funds and its compliance with the terms and conditions of the SHSGP; and

WHEREAS, pursuant to Placer County Board of Supervisors Resolution No. 2022-128 (current HSGP GBR) dated June 21, 2022, which is attached hereto and incorporated herein as Exhibit C, the Assistant Director of the Placer County Office of Emergency Services ("PlacerOES") has been authorized to execute this Agreement on behalf of County; and

WHEREAS, County and SUBAWARDEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and SUBAWARDEE agree as follows:

1. GRANT FUNDS & GRANT ACTIVITIES. SUBAWARDEE will utilize 2024 State Homeland Security Grant Program SHSGP grant funds ("Grant Funds") only in the amount, type, and manner described in Exhibit A ("Scope of Grant Activities"). SUBAWARDEE will complete the tasks and/or activities in Exhibit A ("Grant Activities") within the term of this Agreement.

2. TERM OF AGREEMENT. This Agreement commences on the last date of execution of this Agreement and shall terminate on December 31, 2026 (December of year prior to closeout date).

3. SHSGP OBLIGATIONS.

A. Federal and State Requirements. The state and federal grant award requirements are provided in Exhibit B ("CalOES Standard Assurances"). SUBAWARDEE shall abide by all requirements therein, including:

i. The Department of Homeland Security Standard Terms and Conditions referenced therein.

ii. The requirement to provide proof in the form of a duly adopted resolution of the SUBAWARDEE's governing body supporting the application and the proposed Grant Activities and identifying the individual who is authorized to execute this Agreement, which shall be provided as Exhibit D to this Agreement.

iii. The requirement to adhere to government cost principles, uniform administrative requirements, and audit requirements provided in 2 CFR 200, as they may be updated from time to time by the federal Office of Management and Budget.

iv. The requirement to adhere to all applicable federal regulations; the FEMA Notice of Funding Opportunity ("NOFO"); the FEMA Preparedness Grants Manual; the California Supplement to the NOFO; and federal and state grant program guidelines.

v. The audit and access to records provisions, which require SUBAWARDEE to provide County, the Comptroller General of the Unities States, and, if appropriate, the state, with access to all records related to the Grant Funds.

B. Procurement. SUBAWARDEE's systems for acquiring goods and services under this Agreement shall comply with applicable federal regulations. All contracts awarded by SUBAWARDEE related to this Agreement, including but not limited to those in amounts less than the simplified acquisition threshold, shall contain the provisions set forth in 2 CFR 200, as applicable.

C. Use of Grant Funds for Fee or Profit Prohibited. The use of Grant Funds for the payment of any fee or profit under a sub-award, as defined in 2 CFR 200 subpart A–E, is not allowable. The term sub-award does not include the SUBAWARDEE's procurement of goods and services needed to carry out Grant Activities.

D. Post-Award Requirements. SUBAWARDEE shall meet all closeout and continuing responsibilities, such as equipment tracking, monitoring, auditing, and records retention pursuant to the requirements in Exhibit B. SUBAWARDEE expressly agrees that use of the funds award is subject to single audit requirements pursuant to 2 CFR Part 200, Subpart F – Audit Requirements, Section 200.500.

E. Notification of Adverse Developments. The SUBAWARDEE shall notify County in writing of any developments that have a significant adverse impact on Grant Activities, as soon as reasonably practicable. This notification shall include a statement of the adverse issues,

impact expected, action taken or contemplated, and any assistance needed to resolve the situation.

F. Pre-award Costs. SUBAWARDEE may not incur pre-award costs prior to the effective date of this Agreement as determined by CalOES. If SUBAWARDEE chooses to incur pre-award costs, it is at SUBAWARDEE's sole risk and shall not impose any obligation on County.

G. Unexpended Allocation. SUBAWARDEE is not authorized to carry forward any unexpended allocation of Grant Funds beyond the term of this Agreement. As soon as SUBAWARDEE is aware that Grant Funds will not be expended, SUBAWARDEE shall notify County in writing and return the unused allocation of Grant Funds to County.

H. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBAWARDEE hereunder shall be the property of the federal government, state, and County and shall be delivered to County by SUBAWARDEE upon completion of the Grant Activities. SUBAWARDEE may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by County and state as applicable.

I. Property. Title to all nonexpendable and expendable tangible personal property purchased by the SUBAWARDEE with Grant Funds shall be deemed to have vested in the SUBAWARDEE upon purchase, in accordance with the provisions of 2 CRF 200, without further obligation. Title to any federally owned property remains vested in the federal government. No real property may be acquired with Grant Funds.

J. Reports. SUBAWARDEE shall submit the following reports and/or information electronically to County:

   i. *Quarterly Status Report*. This report form provided by County, is due 15 days after quarter end, shall keep the County informed of SUBAWARDEE activity and progress toward accomplishment of the objectives of the Grant Activities.

   ii. *Equipment Tracking*. SUBAWARDEE shall submit equipment information to County at least every 18 months, as required by 2 CFR 200. The equipment information must include a physical inventory report of all equipment that was purchased with the Grant Funds. SUBAWARDEE must report all equipment valued under $5,000 to County, and County approval is required to remove such equipment from the equipment inventory report. Equipment that is lost, stolen, or destroyed needs to be reported to County and may need to be replaced by SUBAWARDEE at SUBAWARDEE's sole expense.

4. GRANT FUND PAYMENT.

A. County shall process SUBAWARDEE's payment requests on a reimbursement basis. Grant Funds shall not be paid in advance. SUBAWARDEE shall submit payment requests quarterly, as provided below.

   i. Quarter 1 (January–March): Payment request due April 15

ii. Quarter 2 (April–June): Payment request July 15

iii. Quarter 3 (July–September): Payment request October 15

iv. Quarter 4 (October–December): Payment request January 15

With each payment request, SUBAWARDEE must provide supporting documentation reflecting actual costs incurred and associated Grant Activities performed and/or completed. Failure to meet the above deadlines and/or provide supporting documentation may result in payment delays.

B. Each payment request must include a certification, signed by an official who is authorized to legally bind the SUBAWARDEE, which reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, and false claims otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

C. County will review each payment request from SUBAWARDEE and, if approved, submit the request to CalOES on behalf of SUBAWARDEE. CalOES may submit the request to FEMA for approval.

D. SUBAWARDEE understands and acknowledges that County does not control either the process for approving payment requests submitted to CalOES or CalOES's decision regarding the payment request. Responsibility for processing, approving, and making payment in connection with any payment request submitted by SUBAWARDEE lies exclusively with CalOES and County shall have no financial liability to SUBAWARDEE for CalOES's failure to process, approve, or make payment in connection with any payment request.

E. If the County becomes aware of any deficiencies in the payment request, County shall communicate the deficiencies to the SUBAWARDEE along with the corrective action necessary to allow County to submit the payment request to CalOES. SUBAWARDEE shall be responsible for correcting any deficiencies in the request.

F. When County receives Grant Funds from CalOES, County will process payment of Grant Funds to SUBAWARDEE. Because of the multiple agencies involved in reviewing and approving these payment requests, payment processing may take up to twelve (12) months.

5. DISGORGEMENT. SUBAWARDEE understands and acknowledges that its failure to comply with the requirements of this Agreement, including but not limited to its failure to comply with the rules and regulations governing the use of Grant Funds, may result in an audit or monitoring of SUBAWARDEE's use of the Grant Funds or SUBAWARDEE's compliance with the rules and regulations governing its use of Grant Funds, or both, by FEMA or CalOES. SUBAWARDEE further understands and acknowledges that the result of any such audit may be a demand by FEMA, CalOES, and/or County that SUBAWARDEE repay (disgorge) some or all of the Grant Funds.

SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from a demand from FEMA or CalOES, or both, for repayment of some or all of the Grant Funds as a result of SUBAWARDEE's failure to comply with any term or condition of this Agreement.

6. NOTICES. Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

A. Delivered personally to the person below, as of the date of delivery; or

B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or

C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title:	David Atkinson, Assistant Director of Emergency Services
Address:	2968 Richardson Dr. Auburn CA, 95603
Telephone:	530-886-5300
Email:	grants@placer.ca.gov

In the case of SUBAWARDEE, to:

Name, Title:	Reginald Williams, Chief
Address:	4060 Rocklin Road Rocklin, CA 95677
Telephone:	916-625-5300
Email:	FireAccountsPayable@rocklin.ca.us

7. TERMINATION AND ENFORCEMENT. This Agreement may be terminated by County if SUBAWARDEE materially fails to comply with the terms and conditions herein. Such termination shall be effective upon service of written notice of termination on SUBAWARDEE. As an alternative to termination, County may, in its sole and exclusive discretion, impose special conditions or take appropriate action as provided in 2 CFR 200 subpart D.

8. INDEMNIFICATION. SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or related to this Agreement. This obligation to indemnify will survive termination of this Agreement.

9. EXHIBITS; MERGER CLAUSE; AMENDMENTS. This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision,

requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

10. SUCCESSORS AND ASSIGNS. This Agreement is to be binding on the successors of the parties hereto. The services called for herein are deemed unique and SUBAWARDEE shall not assign, transfer, or otherwise substitute its interest in this Agreement.

11. CONFLICT OF INTEREST. SUBAWARDEE certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. SUBAWARDEE attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. SUBAWARDEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. SUBAWARDEE certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, SUBAWARDEE agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

12. VALIDITY OF ALL PARTS OF THE AGREEMENT. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

13. GOVERNING STATE LAWS AND JURISDICTION. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

14. WAIVERS IN PART. County's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. County's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

15. INTERPRETATION. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16. DUPLICATE COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CITY OF ROCKLIN ("SUBAWARDEE")*

_____
Signature

Aly Zimmermann, City Manager
Print Name

☐ Chair of the Board, ☐ President, or
☐ Vice President

Date: _____

_____
Signature

_____
Print Name

☐ Secretary, ☐ Asst. Secretary,
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: _____

COUNTY OF PLACER ("COUNTY")

_____
David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Date: _____

Approved as to Form
Office of Placer County Counsel

_____

Date: _____

EXHIBITS:
Exhibit A: Scope of Grant Activities
Exhibit B: CalOES Standard Assurances
Exhibit C: County Resolution No. 2022-128
Exhibit D: SUBAWARDEE Resolution No. XXXXX

EXHIBIT A
SCOPE OF GRANT ACTIVITIES

See Attachment A

EXHIBIT B
CalOES STANDARD ASSURANCES

See Attachment B

EXHIBIT C
COUNTY RESOLUTION NO. 2022-128

See Attachment C

EXHIBIT D
SUBAWARDEE RESOLUTION NO. XXXXX

See Attachment D

EXHIBIT A

View results

Respondent

6 Anonymous

06:04
Time to complete

1. Applicant Agency *

City of Rocklin, Fire Department

2. Applicant Address *

4060 Rocklin Road, Rocklin, CA 95677

3. Primary Contact Name *

Reginald Williams

4. Primary Contact Title *

Chief of Fire

5. Primary Contact Email *

Reginald.Williams@rocklin.ca.us

6. Primary Contact Phone *

916-625-5310

7. Finance Contact Name *

Karen Smith

8. Finance Contact Title *

Administrative Analyst

EXHIBIT A

9. Finance Contact Email *

Karen.Smith@rocklin.ca.us

10. Finance Contact Phone *

916-625-5356

11. Project Title: (Brief Project Summary - 20 Words or Fewer) *

Motorola All-Band Portable Radio upgrade

12. Funding Amount Requested *

$97,814.04

13. Is your agency able to fund the remainder of this project if only partial funding is allocated? *

- (●) Yes
- ( ) No

14. Has a cost analysis been performed? *

- (●) Yes
- ( ) No

15. Are all costs reasonable, necessary, and allowable as defined in 2CFR Subpart E? https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E *

- (●) Yes
- ( ) No

16. Project Type *

- (●) Equipment
- ( ) Training
- ( ) Planning
- ( ) Exercise

17. Is your project deployable throughout the operational area, shareable with partner agencies, or both? *

- ○ Deployable
- ○ Shareable
- ◉ Both

18. Does the project fulfill one of the following National Priorities? *

- ◉ Enhancing the protection of soft targets/crowded places
- ○ Enhancing information and intelligence sharing and cooperation with federal agencies
- ○ Combating domestic violent extremism
- ○ Enhancing community preparedness and resilience
- ○ Enhancing cybersecurity
- ○ Enhancing election security
- ○ This project does not satisfy a National Priority

19. Does the project fulfill one of the State Homeland Security Priorities? *

- ○ Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California
- ○ Protect Critical Infrastructure and Key Resources from All Threats and Hazards
- ○ Strengthen Security and Preparedness Across Cyberspace
- ○ Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment
- ○ Enhance Community Preparedness
- ◉ Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities
- ○ Improve Medical and Health Capabilities
- ○ Enhance Incident Recovery Capabilities
- ○ Strengthen Food and Agriculture Preparedness
- ○ Enhance Homeland Security Exercise, Evaluation, and Training Programs

20. Does the project fulfill one of the California State Investment Strategies? *

- ( ) Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS
- ( ) Enhance the Protection of Soft Targets/Crowded Places
- ( ) Enhance Cybersecurity
- ( ) Address Emergent Threats
- ( ) Combating Domestic Violent Extremism through Enhanced Intelligence Collection & Analysis, Training, and Community Resilience
- (•) Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment
- ( ) Enhance Medical and Public Health Preparedness
- ( ) Strengthen Information Sharing and Collaboration
- ( ) Enhance Community Capabilities through Multi-Jurisdictional/ Inter-Jurisdictional All-Hazards Incident Planning, Response & Recovery Coordination, including Partnerships with Volunteers and Community Based Organizations and Programs
- ( ) Protect Critical Infrastructure and Key Resources (includes Food and Agriculture)

21. Project Description: Include the following information: **Who** the project is for (local HazMat Team, Fire Services, Law Enforcement, EOC, etc.); **what** the project entails (plans, equipment, training, exercises); **where** the project will take place (city, county, region); **when** the project will start and end (must be within the grant period of performance); **why** the project is necessary or what the intended benefit will be. (Limit 750 words) *

What: Ten (10) Motorola APX 8000ex all-band portable radios with accessories
Where: Rocklin Fire Department will implement all-band portable radios within the city of Rocklin and within Placer County
When: Upon securing all required equipment and technology to fully implement
Why: Expansion to a digital platform with all-band radios enables expanded communications while enhancing multi-jurisdictional and inter-jurisdictional all-hazard incident planning, response, and coordination.

Placer County has five (5) fire dispatch centers operating a combination of 800 MHz and vhf frequencies. Many automatic and mutual aid responses require personnel to rely on unreliable frequency patches and limit available operational communication bands. Rocklin fire's implementation of all-band radios will provide each operational firefighter and supervisor on shift with the ability to communicate on multi-jurisdictional incidents within placer county. The ability to operate in multi-band communication systems will strengthen communication capabilities, increase firefighter safety, enhance the multi-agency preparedness response within placer county, and increase resilience by having flexible communication systems to coordinate with local and federal fire and law enforcement agencies. By utilizing the multi-band frequencies capabilities of the radios, personnel can enhance the community preparedness and resilience in all-hazard incident preparation, response, and recovery resulting in increased efficiencies and safety.

22. Is this a regional/multi-agency or agency-specific project? If this is a regional/multi-agency project, which agency will take the lead? *

Agency specific project

This is an agency-specific project to serve regional and multi-agency cooperation to improve interoperability within Placer County and beyond.

23. Explain the **terrorism nexus** for this project. Give specific terrorism-related potential incidents and explain how your project (equipment, training, exercise, and plans) prevents such events. How does your project relate to the mission of Homeland Security "to ensure a homeland that is safe, secure, and resilient against terrorism and other hazards"? *

Although the city of Rocklin is known as a quiet suburb of Sacramento with highly acclaimed schools, quiet neighborhoods, and low crime activity, the city is not immune to the challenges faced by other or much larger municipalities and/or counties. Terrorism nexus can be easily tied to continued organized retail theft occurring at alarming rates around our city, drug transactions, larceny crimes (including vehicle and home), and arson.

The city of Rocklin is home to two college campuses (Sierra College and Jessup University); two major freeways (CA-65 and Interstate-80); a plethora of popular shopping centers (Commons, Crossings, Sierra Meadows, Willowrock, Rock Creek, etc); a neighboring regional mall (Westfield Roseville Galleria); a comprehensive railway system adjacent to high-pressure petroleum lines (supplied by Kinder Morgan); and bordered by the cities of Roseville, Granite Bay, Lincoln, and the Town of Loomis while only a short 22 miles from our state capitol, Sacramento. The need for interoperability and mutual-aid is paramount to the success of any incident, the safety of our personnel, the people we serve, and the property we protect.

Any crime is an attack on the city and its citizens which can fester into larger problems and have lasting effects. Rocklin is home to one of two transfer and pumping stations owned by Kinder Morgan, Inc. Having the capacity to store over ten million gallons of fuel and being responsible for providing Reno's substation with fuel products, a deliberate incident at this facility will create supply chain issues throughout many western states. An incident of greater alarm would require assistance from the county, regional, and federal partners who communicate using 800 mhz frequencies. Rocklin could experience a mass shooting at a school or other vendue or be subject to intentional fire setting.

The City of Rocklin relies on mutual aid from surrounding agencies as well as state and federal agencies and provides the same to them when called to action It is imperative each unit is able to communicate clearly.

24. If this project funds **Equipment**, please provide the Equipment Type, AEL Code, AEL Title, Quantity Needed, Unit Cost, and Total Cost.

PORTABLE RADIO; 06CP-01-PORT; RADIO, PORTABLE; QTY 10 @ $8367.62 EACH; $83,676.20 EXTENDED (APX8000XE RUGGED RADIO WITH PROGRAMMING OPTIONS);

ACCESSORIES; 06CP-03-PRAC; ACCESSORIES, PORTABLE RADIO; QTY 10; $752.57 EACH; $7,525.70 EXTENDED (BATTERY, CHARGER, AND AUDIO REMOTE SPEAKER);

TOTAL COST WITH SALES TAX: $97,814.04

25. If this project funds **Equipment,** please describe the jurisdiction's maintenance and sustainability plans for the item(s).

The estimated useful life of the Motorola Solutions, Inc. APX8000 is to be up to seven years. The City of Rocklin Fire Department takes great pride in the handling and maintenance of its equipment. The Fire Department will establish a replacement schedule for the portable radios; radios will be retired that are at or near end of life and replaced with new equipment as a part of the budgeting process.

Equipment maintenance will be commensurate with our current radio program policy. Rocklin Fire Department will budget annually for equipment maintenance and repairs. City Fire Personnel are trained to conduct minor repairs while other services requiring greater expertise will be sent to authorized service centers.

26. If this project funds **Training**, please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost. and Total Cost.

N/A

27. If this project funds an **Exercise**, please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost.

N/A

28. If this project funds **Planning**, please provide the costs for Contractors, Consultants, Conferences, Meetings, Materials and Supply Costs, Travel Costs, and Total Cost.

N/A

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

Initials _____



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Initials _____



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Initials _____



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in
6 C.F.R. Part 19;
(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);

Initials _____



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and

(m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Initials _____



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A RESOLUTION DESIGNATING COUNTY STAFF TO PERFORM ALL ACTIONS NECESSARY TO OBTAIN AND EXECUTE THE 2022, 2023, AND 2024 HOMELAND SECURITY GRANT PROGRAMS (HSGP)

Resolution No.: 2022-128

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held June 21, 2022, by the following vote on roll call:

Ayes: GORE, HOLMES, JONES, GUSTAFSON

Noes: NONE

Absent: WEYGANDT

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, the County of Placer is a subgrantee of the State of California for the Federal Homeland Security Grant Program (HSGP) which is managed by the California Governor's Office of Emergency Services (Cal OES); and

WHEREAS, CalOES requires the Board of Supervisors designate staff to perform all actions necessary to obtain and execute the 2022, 2023, and 2024 HSGP; and

WHEREAS, the Board confirms that the County Executive Officer, Deputy County Executive Officer, Assistant Director of Emergency Services, and Staff Services Manager are the appropriate designees to complete activities related to the administration of the HSGP.

BE IT RESOLVED, by the Board of Supervisors that the designated staff are authorized to perform all actions required to obtain and manage funds for the entirety of 2022, 2023, and 2024 HSGP performance periods. The foregoing Resolution was duly passed and adopted by the Board of Supervisors for the County of Placer, State of California at the regular meeting of the Board of Supervisors on June 21, 2022 by the vote listed above.

Attachment: Exhibit 1 – Governing Body Resolution

Governing Body Resolution

BE IT RESOLVED BY THE County of Placer Board of Supervisors
(Governing Body)

OF THE Placer County Office of Emergency Services *THAT*
(Name of Applicant)

County Executive Officer *OR*
(Name or Title of Authorized Agent)

Deputy County Executive Officer *OR*
(Name or Title of Authorized Agent)

Assistant Director of Emergency Services *OR*
(Name or Title of Authorized Agent)

Staff Services Manager .
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

Passed and approved this 21st day of June , 2022

Certification

I, Megan Wood , duly appointed and
(Name)

Clerk of the Board of the County of Placer
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the Board of Supervisors of the County of Placer on the
(Governing body) (Name of Applicant)

21st day of June , 2022

Placer County Clerk of the Board
(Official Position)

(Signature)

June 21, 2022
(Date)

DEPARTMENT OF HOMELAND SECURITY
SUBAWARDEE GRANT AGREEMENT

CONTRACT NO: 2024-0088-062
DEPARTMENT: Placer County Office of Emergency Services
SUBAWARDEE: City of Rocklin
SUBAWARDEE UEI #: F9JTDAHKSBX5

GRANT INFORMATION:
Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) Subaward #2024-0088
Subaward Period: 09/01/2024 – 05/31/2027
Federal Grantor Agency – US Department of Homeland Security CFDA #97.067
Pass-through State Agency – California Office of Emergency Services
FIPS #061-00000, Subaward #2024-0088

This Agreement is entered into as of the date last signed below ("Effective Date") between the County of Placer, a political subdivision of the State of California (hereinafter "County") and City of Rocklin (hereinafter "SUBAWARDEE", collectively "Parties").

WHEREAS, County has been designated as the pass-through agent for the local administration of the State Homeland Security Grant Program ("SHSGP") which consists of federally awarded funds from the Federal Emergency Management Agency ("FEMA") through the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, SUBAWARDEE submitted an application to County for an award of a portion of the SHSGP that has been awarded to County; and

WHEREAS, County has approved SUBAWARDEE's application for such grant funds conditioned on SUBAWARDEE's approval and execution of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize SUBAWARDEE's legal obligations with respect to its use of the grant funds and its compliance with the terms and conditions of the SHSGP; and

WHEREAS, pursuant to Placer County Board of Supervisors Resolution No. 2022-128 (current HSGP GBR) dated June 21, 2022, which is attached hereto and incorporated herein as Exhibit C, the Assistant Director of the Placer County Office of Emergency Services ("PlacerOES") has been authorized to execute this Agreement on behalf of County; and

WHEREAS, County and SUBAWARDEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and SUBAWARDEE agree as follows:

1. GRANT FUNDS & GRANT ACTIVITIES. SUBAWARDEE will utilize 2024 State Homeland Security Grant Program SHSGP grant funds ("Grant Funds") only in the amount, type, and manner described in Exhibit A ("Scope of Grant Activities"). SUBAWARDEE will complete the tasks and/or activities in Exhibit A ("Grant Activities") within the term of this Agreement.

2. TERM OF AGREEMENT. This Agreement commences on the last date of execution of this Agreement and shall terminate on December 31, 2026 (December of year prior to closeout date).

3. SHSGP OBLIGATIONS.

A. Federal and State Requirements. The state and federal grant award requirements are provided in Exhibit B ("CalOES Standard Assurances"). SUBAWARDEE shall abide by all requirements therein, including:

i. The Department of Homeland Security Standard Terms and Conditions referenced therein.

ii. The requirement to provide proof in the form of a duly adopted resolution of the SUBAWARDEE's governing body supporting the application and the proposed Grant Activities and identifying the individual who is authorized to execute this Agreement, which shall be provided as Exhibit D to this Agreement.

iii. The requirement to adhere to government cost principles, uniform administrative requirements, and audit requirements provided in 2 CFR 200, as they may be updated from time to time by the federal Office of Management and Budget.

iv. The requirement to adhere to all applicable federal regulations; the FEMA Notice of Funding Opportunity ("NOFO"); the FEMA Preparedness Grants Manual; the California Supplement to the NOFO; and federal and state grant program guidelines.

v. The audit and access to records provisions, which require SUBAWARDEE to provide County, the Comptroller General of the Unities States, and, if appropriate, the state, with access to all records related to the Grant Funds.

B. Procurement. SUBAWARDEE's systems for acquiring goods and services under this Agreement shall comply with applicable federal regulations. All contracts awarded by SUBAWARDEE related to this Agreement, including but not limited to those in amounts less than the simplified acquisition threshold, shall contain the provisions set forth in 2 CFR 200, as applicable.

C. Use of Grant Funds for Fee or Profit Prohibited. The use of Grant Funds for the payment of any fee or profit under a sub-award, as defined in 2 CFR 200 subpart A–E, is not allowable. The term sub-award does not include the SUBAWARDEE's procurement of goods and services needed to carry out Grant Activities.

D. Post-Award Requirements. SUBAWARDEE shall meet all closeout and continuing responsibilities, such as equipment tracking, monitoring, auditing, and records retention pursuant to the requirements in Exhibit B. SUBAWARDEE expressly agrees that use of the funds award is subject to single audit requirements pursuant to 2 CFR Part 200, Subpart F – Audit Requirements, Section 200.500.

E. Notification of Adverse Developments. The SUBAWARDEE shall notify County in writing of any developments that have a significant adverse impact on Grant Activities, as soon as reasonably practicable. This notification shall include a statement of the adverse issues,

impact expected, action taken or contemplated, and any assistance needed to resolve the situation.

F. Pre-award Costs. SUBAWARDEE may not incur pre-award costs prior to the effective date of this Agreement as determined by CalOES. If SUBAWARDEE chooses to incur pre-award costs, it is at SUBAWARDEE's sole risk and shall not impose any obligation on County.

G. Unexpended Allocation. SUBAWARDEE is not authorized to carry forward any unexpended allocation of Grant Funds beyond the term of this Agreement. As soon as SUBAWARDEE is aware that Grant Funds will not be expended, SUBAWARDEE shall notify County in writing and return the unused allocation of Grant Funds to County.

H. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBAWARDEE hereunder shall be the property of the federal government, state, and County and shall be delivered to County by SUBAWARDEE upon completion of the Grant Activities. SUBAWARDEE may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by County and state as applicable.

I. Property. Title to all nonexpendable and expendable tangible personal property purchased by the SUBAWARDEE with Grant Funds shall be deemed to have vested in the SUBAWARDEE upon purchase, in accordance with the provisions of 2 CRF 200, without further obligation. Title to any federally owned property remains vested in the federal government. No real property may be acquired with Grant Funds.

J. Reports. SUBAWARDEE shall submit the following reports and/or information electronically to County:

   i. *Quarterly Status Report*. This report form provided by County, is due 15 days after quarter end, shall keep the County informed of SUBAWARDEE activity and progress toward accomplishment of the objectives of the Grant Activities.

   ii. *Equipment Tracking*. SUBAWARDEE shall submit equipment information to County at least every 18 months, as required by 2 CFR 200. The equipment information must include a physical inventory report of all equipment that was purchased with the Grant Funds. SUBAWARDEE must report all equipment valued under $5,000 to County, and County approval is required to remove such equipment from the equipment inventory report. Equipment that is lost, stolen, or destroyed needs to be reported to County and may need to be replaced by SUBAWARDEE at SUBAWARDEE's sole expense.

4. GRANT FUND PAYMENT.

A. County shall process SUBAWARDEE's payment requests on a reimbursement basis. Grant Funds shall not be paid in advance. SUBAWARDEE shall submit payment requests quarterly, as provided below.

   i. Quarter 1 (January–March): Payment request due April 15

ii. Quarter 2 (April–June): Payment request July 15

iii. Quarter 3 (July–September): Payment request October 15

iv. Quarter 4 (October–December): Payment request January 15

With each payment request, SUBAWARDEE must provide supporting documentation reflecting actual costs incurred and associated Grant Activities performed and/or completed. Failure to meet the above deadlines and/or provide supporting documentation may result in payment delays.

B. Each payment request must include a certification, signed by an official who is authorized to legally bind the SUBAWARDEE, which reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, and false claims otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

C. County will review each payment request from SUBAWARDEE and, if approved, submit the request to CalOES on behalf of SUBAWARDEE. CalOES may submit the request to FEMA for approval.

D. SUBAWARDEE understands and acknowledges that County does not control either the process for approving payment requests submitted to CalOES or CalOES's decision regarding the payment request. Responsibility for processing, approving, and making payment in connection with any payment request submitted by SUBAWARDEE lies exclusively with CalOES and County shall have no financial liability to SUBAWARDEE for CalOES's failure to process, approve, or make payment in connection with any payment request.

E. If the County becomes aware of any deficiencies in the payment request, County shall communicate the deficiencies to the SUBAWARDEE along with the corrective action necessary to allow County to submit the payment request to CalOES. SUBAWARDEE shall be responsible for correcting any deficiencies in the request.

F. When County receives Grant Funds from CalOES, County will process payment of Grant Funds to SUBAWARDEE. Because of the multiple agencies involved in reviewing and approving these payment requests, payment processing may take up to twelve (12) months.

5. DISGORGEMENT. SUBAWARDEE understands and acknowledges that its failure to comply with the requirements of this Agreement, including but not limited to its failure to comply with the rules and regulations governing the use of Grant Funds, may result in an audit or monitoring of SUBAWARDEE's use of the Grant Funds or SUBAWARDEE's compliance with the rules and regulations governing its use of Grant Funds, or both, by FEMA or CalOES. SUBAWARDEE further understands and acknowledges that the result of any such audit may be a demand by FEMA, CalOES, and/or County that SUBAWARDEE repay (disgorge) some or all of the Grant Funds.

SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from a demand from FEMA or CalOES, or both, for repayment of some or all of the Grant Funds as a result of SUBAWARDEE's failure to comply with any term or condition of this Agreement.

6. NOTICES. Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

A. Delivered personally to the person below, as of the date of delivery; or

B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or

C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title:	David Atkinson, Assistant Director of Emergency Services
Address:	2968 Richardson Dr. Auburn CA, 95603
Telephone:	530-886-5300
Email:	grants@placer.ca.gov

In the case of SUBAWARDEE, to:

Name, Title:	Rustin Banks, Chief
Address:	4080 Rocklin Road Rocklin, CA 95677
Telephone:	916-625-5400
Email:	PDAccountsPayable@rocklin.ca.us

7. TERMINATION AND ENFORCEMENT. This Agreement may be terminated by County if SUBAWARDEE materially fails to comply with the terms and conditions herein. Such termination shall be effective upon service of written notice of termination on SUBAWARDEE. As an alternative to termination, County may, in its sole and exclusive discretion, impose special conditions or take appropriate action as provided in 2 CFR 200 subpart D.

8. INDEMNIFICATION. SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or related to this Agreement. This obligation to indemnify will survive termination of this Agreement.

9. EXHIBITS; MERGER CLAUSE; AMENDMENTS. This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision,

requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

10. SUCCESSORS AND ASSIGNS. This Agreement is to be binding on the successors of the parties hereto. The services called for herein are deemed unique and SUBAWARDEE shall not assign, transfer, or otherwise substitute its interest in this Agreement.

11. CONFLICT OF INTEREST. SUBAWARDEE certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. SUBAWARDEE attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. SUBAWARDEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. SUBAWARDEE certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, SUBAWARDEE agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

12. VALIDITY OF ALL PARTS OF THE AGREEMENT. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

13. GOVERNING STATE LAWS AND JURISDICTION. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

14. WAIVERS IN PART. County's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. County's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

15. INTERPRETATION. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16. DUPLICATE COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CITY OR ROCKLIN ("SUBAWARDEE")*

_____
Signature

Aly Zimmermann, City Manager
Print Name

☐ Chair of the Board, ☐ President, or
☐ Vice President

Date: _____

_____
Signature

_____
Print Name

☐ Secretary, ☐ Asst. Secretary,
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: _____

COUNTY OF PLACER ("COUNTY")

_____
David Atkinson, PE
Assistant Director of Emergency Services
Placer County Office of Emergency Services

Date: _____

Approved as to Form
Office of Placer County Counsel

_____

Date: _____

EXHIBITS:
Exhibit A: Scope of Grant Activities
Exhibit B: CalOES Standard Assurances
Exhibit C: County Resolution No. 2022-128
Exhibit D: SUBAWARDEE Resolution No. XXXXX

EXHIBIT A
SCOPE OF GRANT ACTIVITIES

See Attachment A

EXHIBIT B
CalOES STANDARD ASSURANCES

See Attachment B

EXHIBIT C
COUNTY RESOLUTION NO. 2022-128

See Attachment C

EXHIBIT D
SUBAWARDEE RESOLUTION NO. XXXXX

See Attachment D

EXHIBIT A

View results

Respondent

9 Anonymous

07:41
Time to complete

1. Applicant Agency *

City of Rocklin, Police Department

2. Applicant Address *

4080 Rocklin Road, Rocklin, CA 95677

3. Primary Contact Name *

Scott Horrillo

4. Primary Contact Title *

Captain

5. Primary Contact Email *

Scott.Horrillo@rocklin.ca.us

6. Primary Contact Phone *

916-625-5425

7. Finance Contact Name *

Karen Smith

8. Finance Contact Title *

Administrative Analyst

EXHIBIT A

9. Finance Contact Email *

Karen.Smith@rocklin.ca.us

10. Finance Contact Phone *

916-625-5356

11. Project Title: (Brief Project Summary - 20 Words or Fewer) *

Motorola All-Band Portable Radio Expansion

12. Funding Amount Requested *

$62,000.00

13. Is your agency able to fund the remainder of this project if only partial funding is allocated? *

- (●) Yes
- ( ) No

14. Has a cost analysis been performed? *

- (●) Yes
- ( ) No

15. Are all costs reasonable, necessary, and allowable as defined in 2CFR Subpart E? https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E *

- (●) Yes
- ( ) No

16. Project Type *

- (●) Equipment
- ( ) Training
- ( ) Planning
- ( ) Exercise

EXHIBIT A

17. Is your project deployable throughout the operational area, shareable with partner agencies, or both? *

- ○ Deployable
- ○ Shareable
- ◉ Both

18. Does the project fulfill one of the following National Priorities? *

- ○ Enhancing the protection of soft targets/crowded places
- ◉ Enhancing information and intelligence sharing and cooperation with federal agencies
- ○ Combating domestic violent extremism
- ○ Enhancing community preparedness and resilience
- ○ Enhancing cybersecurity
- ○ Enhancing election security
- ○ This project does not satisfy a National Priority

19. Does the project fulfill one of the State Homeland Security Priorities? *

- ○ Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California
- ○ Protect Critical Infrastructure and Key Resources from All Threats and Hazards
- ○ Strengthen Security and Preparedness Across Cyberspace
- ◉ Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment
- ○ Enhance Community Preparedness
- ○ Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities
- ○ Improve Medical and Health Capabilities
- ○ Enhance Incident Recovery Capabilities
- ○ Strengthen Food and Agriculture Preparedness
- ○ Enhance Homeland Security Exercise, Evaluation, and Training Programs

EXHIBIT A

20. Does the project fulfill one of the California State Investment Strategies? *

- ( ) Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS
- ( ) Enhance the Protection of Soft Targets/Crowded Places
- ( ) Enhance Cybersecurity
- ( ) Address Emergent Threats
- ( ) Combating Domestic Violent Extremism through Enhanced Intelligence Collection & Analysis, Training, and Community Resilience
- ( ) Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment
- ( ) Enhance Medical and Public Health Preparedness
- (•) Strengthen Information Sharing and Collaboration
- ( ) Enhance Community Capabilities through Multi-Jurisdictional/ Inter-Jurisdictional All-Hazards Incident Planning, Response & Recovery Coordination, including Partnerships with Volunteers and Community Based Organizations and Programs
- ( ) Protect Critical Infrastructure and Key Resources (includes Food and Agriculture)

21. Project Description: Include the following information: **Who** the project is for (local HazMat Team, Fire Services, Law Enforcement, EOC, etc.); **what** the project entails (plans, equipment, training, exercises); **where** the project will take place (city, county, region); **when** the project will start and end (must be within the grant period of performance); **why** the project is necessary or what the intended benefit will be. (Limit 750 words) *

Who: City of Rocklin, Police Department
What: Seven (7) Motorola APX 8000 all-band portable radios with accessories
Where: Rocklin Police Department will implement all-band portable radios within the city of Rocklin and within Placer County
When: Upon securing all required equipment and technology to fully implement
Why: Expansion to a digital platform with all-band radios enables expanded communications while enhancing multi-jurisdictional and inter-jurisdictional all-hazard incident planning, response, and coordination.

The Rocklin Police Department has developed a plan to update its portable radio infrastructure over the next few years. The department's current analogue radio system doesn't allow radio communications with all of its neighboring public safety partners. The current model of Motorola APX Dual Band Radio is expected to cost about $9,500 for a single unit, this price doesn't allow for our department to outfit all of our field allocations with a radio. This radio model allows for the individual user to cross between radio frequencies and band types and communicate with first responders from outside agencies within our region.

If awarded this grant, the Rocklin Police Department will purchase seven (7) Motorola APX radios. These radios will be assigned to active department field personnel.

This project will begin as soon as the award is granted. The life expectancy of these radios varies, but is estimated to be around seven (7) years. The department has radios now that are over ten (10) years old.

22. Is this a regional/multi-agency or agency-specific project? If this is a regional/multi-agency project, which agency will take the lead? *

Agency specific project

This is an agency-specific project to serve regional and multi-agency cooperation to improve interoperability within Placer County and beyond.

23. Explain the **terrorism nexus** for this project. Give specific terrorism-related potential incidents and explain how your project (equipment, training, exercise, and plans) prevents such events. How does your project relate to the mission of Homeland Security "to ensure a homeland that is safe, secure, and resilient against terrorism and other hazards"? *

Out of experience and de-briefs of terrorism related incidents and other mass casualty incidents, one of the most common issues is first responders not being able to communicate. The proposed Motorola APX Dual Band Radios allow for first responders to communicate across channels and bands to other first responders. By giving our first responders the ability to communicate, this helps to ensure a homeland that is resilient against terrorism and other hazards.

The Rocklin Police Department collaborates closely with allied agencies across Placer and Sacramento Counties. This partnership reflects a commitment to regional cooperation and a coordinated approach to law enforcement efforts in the broader community. The shared initiatives and joint activities with other agencies contribute to enhanced public safety and the effective management of law enforcement responsibilities across the region.

The Rocklin Police Department plays a crucial role as a part of the Rocklin-Roseville SWAT team, EOD team, and CINT team. The department actively collaborates with units from every agency in Placer County, as well as various local, state, and federal agencies.

Given the diverse range of agencies involved communication can be challenging. The ability to bring sufficient personnel together for operations is only as effective as the communication infrastructure supporting it. To address this, the department has identified that dual-band radios are needed. These radios will enable officers to communicate seamlessly with allied agencies across a variety of radio channels or bands, enhancing the overall coordination and efficiency of interagency operations. This adaptability is particularly valuable in dynamic situations where quick and effective communication is essential for the success of the collaborative efforts.

24. If this project funds **Equipment**, please provide the Equipment Type, AEL Code, AEL Title, Quantity Needed, Unit Cost, and Total Cost.

PORTABLE RADIO; 06CP-01-PORT; RADIO, PORTABLE; QTY 7 @ $7,704.78 EACH; $77,047.80 EXTENDED (APX8000 RADIO WITH PROGRAMMING OPTIONS);

ACCESSORIES; 06CP-03-PRAC; ACCESSORIES, PORTABLE RADIO; QTY 7; $388 EACH; $3,880 EXTENDED (BATTERY, CHARGER, AND AUDIO REMOTE SPEAKER);

TOTAL COST WITH SALES TAX: $60,631.29 AS OF DECEMBER 2023

25. If this project funds **Equipment**, please describe the jurisdiction's maintenance and sustainability plans for the item(s).

The estimated useful life of the Motorola Solutions, Inc. APX8000 is to be up to seven years. The Police Department has established a replacement schedule for the portable radios; radios will be retired that are at or near end of life and replaced with new equipment as a part of the budgeting process.

Equipment maintenance will be alignment with our current radio program policy. The Rocklin Police Department will allocate budgeted funds annually to properly maintain the requested dual band radios.

26. If this project funds **Training**, please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost. and Total Cost.

N/A

27. If this project funds an **Exercise**, please provide the Course Title, Course Provider, Course Location, Number of Students, Student Agency, Materials and Supply Costs, Travel Costs, and Total Cost.

N/A

28. If this project funds **Planning**, please provide the costs for Contractors, Consultants, Conferences, Meetings, Materials and Supply Costs, Travel Costs, and Total Cost.

N/A

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

Initials _____



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in
6 C.F.R. Part 19;
(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Initials _____

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A RESOLUTION DESIGNATING COUNTY STAFF TO PERFORM ALL ACTIONS NECESSARY TO OBTAIN AND EXECUTE THE 2022, 2023, AND 2024 HOMELAND SECURITY GRANT PROGRAMS (HSGP)

Resolution No.: 2022-128

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held June 21, 2022, by the following vote on roll call:

Ayes: GORE, HOLMES, JONES, GUSTAFSON

Noes: NONE

Absent: WEYGANDT

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, the County of Placer is a subgrantee of the State of California for the Federal Homeland Security Grant Program (HSGP) which is managed by the California Governor's Office of Emergency Services (Cal OES); and

WHEREAS, CalOES requires the Board of Supervisors designate staff to perform all actions necessary to obtain and execute the 2022, 2023, and 2024 HSGP; and

WHEREAS, the Board confirms that the County Executive Officer, Deputy County Executive Officer, Assistant Director of Emergency Services, and Staff Services Manager are the appropriate designees to complete activities related to the administration of the HSGP.

BE IT RESOLVED, by the Board of Supervisors that the designated staff are authorized to perform all actions required to obtain and manage funds for the entirety of 2022, 2023, and 2024 HSGP performance periods. The foregoing Resolution was duly passed and adopted by the Board of Supervisors for the County of Placer, State of California at the regular meeting of the Board of Supervisors on June 21, 2022 by the vote listed above.

Attachment: Exhibit 1 – Governing Body Resolution

Governing Body Resolution

BE IT RESOLVED BY THE County of Placer Board of Supervisors
(Governing Body)

OF THE Placer County Office of Emergency Services *THAT*
(Name of Applicant)

County Executive Officer *OR*
(Name or Title of Authorized Agent)

Deputy County Executive Officer *OR*
(Name or Title of Authorized Agent)

Assistant Director of Emergency Services *OR*
(Name or Title of Authorized Agent)

Staff Services Manager .
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

Passed and approved this 21st day of June , 2022

Certification

I, Megan Wood , duly appointed and
(Name)

Clerk of the Board of the County of Placer
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the Board of Supervisors of the County of Placer on the
(Governing body) (Name of Applicant)

21st day of June , 2022

Placer County Clerk of the Board
(Official Position)

Megan Wood
(Signature)

June 21, 2022
(Date)

MOTOROLA SOLUTIONS







ROCKLIN POLICE DEPT, CITY OF

Copy of APX 8000 (7)

07/23/2025

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 trademarl the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

07/23/2025

ROCKLIN POLICE DEPT, CITY OF
4060 ROCKLIN RD
ROCKLIN, CA 95677

RE: Motorola Quote for Copy of APX 8000 (7)

Dear Karen Smith,

Motorola Solutions is pleased to present ROCKLIN POLICE 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.

This information is provided to assist you in your evaluation process. Our goal is to provide ROCKLIN POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Ashton Dunnigan at Ashton.Dunnigan1@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Ashton Dunnigan

DRAFT

Billing Address:
ROCKLIN POLICE DEPT, CITY OF
4060 ROCKLIN RD
ROCKLIN, CA 95677
US

Quote Date:07/23/2025
Expiration Date:09/21/2025
Quote Created By:
Ashton Dunnigan
Ashton.Dunnigan1@
motorolasolutions.com

End Customer:
ROCKLIN POLICE DEPT, CITY OF
Karen Smith
Karen.Smith@rocklin.ca.us
(916) 625-5356

Contract: 36779 - STATE OF CALIFORNIA
STPD-SW-1311-01

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000					
1	H91TGD9PW6AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 2.5	7	$8,226.00	42.0%	$4,771.08	$33,397.56
1a	H869BW	SOFTWARE LICENSE ENH: MULTIKEY	7	$388.00	42.0%	$225.04	$1,575.28
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	7	$607.00	42.0%	$352.06	$2,464.42
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	7	$353.00	42.0%	$204.74	$1,433.18
1d	QA05509AA	DEL: DELETE UHF BAND	7	-$800.00	0.0%	-$464.00	-$3,248.00
1e	Q887AU	ADD: 5Y ESSENTIAL SERVICE	7	$306.00	0.0%	$306.00	$2,142.00
1f	H38BS	ADD: SMARTZONE OPERATION	7	$1,766.00	42.0%	$1,024.28	$7,169.96
1g	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	7	$118.00	42.0%	$68.44	$479.08
1h	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	7	$560.00	42.0%	$324.80	$2,273.60
1i	QA09113AB	ADD: BASELINE RELEASE SW	7	$0.00	0.0%	$0.00	$0.00

DRAFT

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	Disc %	Sale Price	Ext. Sale Price
1j	QA05571AA	ALT: LI-ION IMPRES 2 IP68 4850 MAH	7	$142.68	42.0%	$82.75	$579.25
2	PMNN4487A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION R IP68 4850T	7	$218.30	42.0%	$126.61	$886.27
3	NNTN8860B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, FAST US/NA	12	$199.56	42.0%	$115.74	$1,388.88
4	PMMN4099CL	PORTABLE RSM GCAI, IP68, 3.5MM JACK, EMER, 1 PROG, HI/LO, LARGE	15	$152.54	42.0%	$88.47	$1,327.05
5	RLN4941A	EARPIECE, RECEIVE ONLY, TRANSLUCET TUBE, 3.5MM	8	$82.13	41.99%	$47.64	$381.12

Subtotal $52,249.65

Estimated Tax $3,788.10

Grand Total $56,037.75(USD)

Notes:

- This quote is utilizing the State of California STPD contract. This order is subject to a 1% service fee that will be collected by the State of California.

DRAFT

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

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

MOTOROLA SOLUTIONS

QUOTE-3140449
Copy of APX 8000XE (4)

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

Quote Date:05/23/2025
Expiration Date:09/15/2025
Quote Created By:
Ashton Dunnigan
Ashton.Dunnigan1@
motorolasolutions.com

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

Contract: 36779 - STATE OF CALIFORNIA
STPD-SW-1311-01
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
	APX™ 8000 Series	APX8000XE					
1	H91TGD9PW7AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 3.5	4	$8,651.00	$5,623.15	35.0%	$22,492.60
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	4	$607.00	$394.55	35.0%	$1,578.20
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	4	$353.00	$229.45	35.0%	$917.80
1c	QA02006AC	PORTABLE RADIO ENH: APX8000XE RUGGED RADIO	4	$942.00	$612.30	35.0%	$2,449.20
1d	Q887AU	ADD: 5Y ESSENTIAL SERVICE	4	$306.00	$306.00	0.0%	$1,224.00
1e	H38BS	ADD: SMARTZONE OPERATION	4	$1,766.00	$1,147.90	35.0%	$4,591.60
1f	QA09113AB	ADD: BASELINE RELEASE SW	4	$0.00	$0.00	0.0%	$0.00
1g	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4	$0.00	$0.00	0.0%	$0.00
1h	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING	4	$177.00	$115.05	35.0%	$460.20
1i	QA01427AG	ALT: APX8000/XE HOUSING GREEN	4	$30.00	$19.50	35.0%	$78.00

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	Contract Price	Disc %	Ext. Sale Price
2	PMNN4504A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 R IP68 3400T	1	$245.21	$159.39	35.0%	$159.39
3	PMMN4107C	PORTABLE RSM XE500 GREEN, IP68, NO KNOB	1	$636.00	$413.40	35.0%	$413.40

Subtotal	$34,364.39
Estimated Tax	$2,663.24
Grand Total	$37,027.63(USD)

Notes:

- This quote is utilizing the State of California STPD contract. This order is subject to a 1% service fee that will be collected by the State of California.

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

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Memorial Park Play Structure Replacement - Amendment No. 1 and Notice of Completion

Date: August 26, 2025

Submitted By: Laurie York, Administrative Analyst
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 1 to the Construction Contract with Miracle Playsystems, Inc. and Authorizing the City Manager to Execute Amendment No. 1 and Approving a Budget Transfer.
B. Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Memorial Park Play Structure Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Miracle Playsystems, Inc.).

Background:

The City entered into an agreement with Miracle Playsystems, Inc. on June 10, 2025 to replace the play structure at Memorial Park. The original contract was for an amount not to exceed $198,173.64. While preparing for contract execution, it was determined that performance and payment bonds are required in accordance with standard City contracting procedures. Miracle Playsystems, Inc. has secured the necessary bonding documentation. However, the associated costs were not included in the original contract amount. As a result, Amendment No. 1 increases the not-to-exceed amount by $5,945.21, bringing the total contract amount to $204,118.85.

At the time of the contract award, an additional $28,173.64 was needed to support the park amenities desired for the area. While operational savings were available to offset this cost, the adjustment was not reflected in the original recommendation. Therefore, a budget adjustment is required to address this shortfall, which will be absorbed within the Parks and Recreation Department's Operating Budget in the General Fund (100).

Staff recommends the City Council adopt a Resolution (Attachment 1) authorizing Amendment No. 1 and approving the budget transfer.

The project was completed on July 25, 2025. Staff recommends the City Council adopt a

Resolution (Attachment 4) accepting the public work known as the Memorial Park Amenity Replacement and authorizing and directing the execution and recordation of the notice of Completion.

Fiscal Impact:
The additional funds of $28,173.64 and the cost of Amendment No.1 ($5,945.21) total $34,118.85. Sufficient funds are available in the Parks and Recreation Department's Fiscal Year 2025/26 Operating Budget in the General Fund (100).

ATTACHMENTS:
1. Resolution A
2. Resolution A Exhibit A - Amendment No. 1
3. Agreement with Miracle PlaySystems, Inc.
4. Resolution B - Notice of Completion
5. Resolution B Exhibit A - Location Map

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AMENDMENT NO. 1 TO THE CONSTRUCTION CONTRACT WITH MIRACLE PLAYSYSTEMS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 AND APPROVING A BUDGET TRANSFER

WHEREAS, the City previously entered into a construction contract with Miracle Playsystems, Inc. on June 10, 2025, for the replacement of the play structure at Memorial Park in the amount of $198,173.64; and

WHEREAS, in accordance with standard City contracting procedures, performance and payment bonds are required; and

WHEREAS, Miracle Playsystems, Inc. has obtained the necessary bonding documentation, and the associated cost of $5,945.21 was not included in the original contract amount; and

WHEREAS, Amendment No. 1 to the construction contract with Miracle Playsystems, Inc. increases the not-to-exceed contract amount by $5,945.21, for a revised total of $204,118.85; and

WHEREAS, the original project budget for the Memorial Park Amenity Replacement was $170,000, and at the time of the award an additional $28,173.64 was needed to support the amenities desired, and with Amendment No. 1 an additional $5,945.21 is needed, bringing the total additional amount needed to fully fund this project to $34,118.85; and

WHEREAS, there are sufficient funds available in the Parks and Recreation Department's Operating budget within the General Fund (100) to cover the additional $34,118.85 that is needed to fully fund the project;

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

Section 1. The City Council approves and authorizes the City Manager to execute Amendment No. 1 to the Construction Contract with Miracle Playsystems, Inc. in substantially the form attached hereto as Exhibit "A."

Section 2. The City Manager is authorized to increase the expenditure budget of the Park Amenity Replacement Project (10605) by $34,200 from the Park and Recreation Department's Operating Budget within the General Fund (100).

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Docusign Envelope ID: E8AA0704-624B-43AD-9E70-C3ADAEE2886D

EXHIBIT A

FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ROCKLIN AND MIRACLE PLAYSYSTEMS, INC. FOR THE MEMORIAL PARK AMENITY REPLACEMENT

This First Amendment is entered into between the City of Rocklin ("City") and Miracle Playsystems, Inc., a sole proprietor ("Contractor").

RECITALS

WHEREAS, City and Contractor have previously entered into an agreement on June 10, 2025 for the Memorial Park Amenity Replacement Project ("Original Agreement") which was approved by the City Council of the City of Rocklin by Reso. No. 2025-114; and

WHEREAS, the Original Agreement had a not to exceed amount of $198,183.64; and

WHEREAS, in accordance with standard City contracting procedures, performance and payment bonds are required; and

WHEREAS, Miracle Playsystems, Inc. has obtained the necessary bonding documentation, and the associated cost of $5,945.21 was not included in the original contract amount; and

WHEREAS, City and Contractor desire to amend the Agreement to include the cost of performance and payment bonds, and to increase the not to exceed contract amount by $5,945.21, for a revised total of $204,118.85; and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. ARTICLE V ALLOWABLE COSTS AND PAYMENTS

Article V is amended to read "City agrees to pay and Contractor agrees to accept, in full payment for the above work, a maximum of Two Hundred Four Thousand, One Hundred Eighteen Dollars and Eighty-Five Cents ($204,118.85)."

II. REAFFIRMATION

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

III. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between City and Contractor.

EXHIBIT A

IV. EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First Amendment and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

Date:_____

_____
Aly Zimmermann, City Manager
City of Rocklin

APPROVED AS TO FORM:
MATTHEW McOMBER
CITY ATTORNEY

By: _____
Matthew McOmber
City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

MIRACLE PLAYSYSTEMS, INC.

Date: 7/28/2025 | 1:17 PM PDT

Signed by:
By: Christopher Steven
95F8356B894A4FB...
Christopher Steven, President
Tax I.D.#: 20-5977760

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of June 10, 2025, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **Miracle PlaySystems, Inc.** a California Corporation (hereinafter called "Contractor").

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

I. CONTRACT DOCUMENTS

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

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

C. The Contract Documents shall include the Agreement, Attachment A (Scope of Work), Attachment B (Performance Bond), Attachment C (Payment Bond), Attachment D (Worker's Compensation Insurance Certification), Attachment E (Guarantee Form), Attachment F (Certifications Regarding Department, Suspension, Proposed Debarment, or Suspension), Attachment G (Labor and Prevailing Wage Compliance), and Attachment H (General Provisions), Technical Specifications, Standard Plans and Specifications, Standard Forms, all required bonds, Exhibits, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. If applicable to this Agreement's Scope of Work, the General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

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

III. AGREEMENT CONTROLS

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

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Memorial Park Play Structure Replacement (See Attachment A for the Scope of Work).

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, a maximum of **One Hundred Ninety-Eight Thousand, One Hundred Seventy-Three Dollars and Sixty-Four Cents ($198,173.64)**.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the billing and payment information below:

A. Consultant shall submit to the Public Works Director within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. City shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

At minimum, all invoices submitted by Consultant shall contain the following information:

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Consultant's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

B. Compensation under this agreement shall be reduced by applicable consultant revenues. The term "applicable consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.

C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Consultant, Consultant shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.

D. Consultant shall pay when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated

taxes, and shall provide City with proof of payment upon request. Consultant agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section.

IIIII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

IVIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within ninety (90) Calendar Days, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

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

X. NO WAIVER OF REMEDIES

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

XI. DETERMINATION OF DAMAGES

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

XII. RESERVED (INTENTIONALLY LEFT BLANK)

VIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

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

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

XIV. CONTRACTOR BANKRUPT

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

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

XV.PERFORMANCE AND PAYMENT BONDS

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

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract if the total amount of the contract is over $25,000.

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

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

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

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

If this contract is the subject of a competitively bid project or work, then the following may apply:

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

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

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

XVII. LABOR CODE AND PREVAILING WAGE COMPLIANCE

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

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

XVIII. UNFAIR COMPETITION

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

"IN ENTERING INTO A PUBLIC WORKS CONTRACT OR A SUBCONTRACT TO SUPPLY GOODS, SERVICES, OR MATERIALS PURSUANT TO A PUBLIC WORKS CONTRACT, THE CONTRACTOR OR SUBCONTRACTOR OFFERS AND AGREES TO ASSIGNING TO THE AWARDING BODY ALL RIGHTS, TITLE, AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY HAVE UNDER SECTION 4 OF THE CLAYTON ACT (15 U.S.C. SEC. 15) OR UNDER THE CARTWRIGHT ACT (CHAPTER 2 (COMMENCING WITH SECTION 16700) OF PART 2 OF DIVISION 7 OF THE BUSINESS AND PROFESSIONS CODE), ARISING FROM PURCHASES OF GOODS, SERVICES, OR MATERIALS PURSUANT TO THE PUBLIC WORKS CONTRACT OR THE SUBCONTRACT. THIS ASSIGNMENT SHALL BE MADE AND BECOME EFFECTIVE AT THE TIME THE AWARDING BODY TENDERS FINAL PAYMENT TO THE CONTRACTOR, WITHOUT FURTHER ACKNOWLEDGMENT BY THE PARTIES."

XIX. ASSIGNMENT

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

XX. NO THIRD PARTY BENEFICIARIES

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

XXI. INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Contractor shall also, at Contractor's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services

undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Contractor's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

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

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

CONTRACTOR:

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

7/11/2025	2-5977760
Date	Tax I.D. Number
Signature	Signature
Christopher Steven	Christopher Steven
Print Name	Print Name
Secretary	Ceo
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

ATTACHMENT A

Scope of Work

Contractor shall perform all work and provide all parts and materials necessary to construct and install the play structure replacement and installation at Memorial Park, located within the City of Rocklin at 3980 Rocklin Rd.

Accordingly, Contractor shall timely supply the following products and perform the following Work to the City's reasonable satisfaction:

- Order and deliver play equipment designated in plan 23_3366_QuarryPark_006
- Supply and install temporary security fencing (approximately 230 linear feet)
- Rake back and reinstall EWF (approximately 8" across 2,659 square feet)
- Demolition and disposal of existing planting area (approximately 4 feet wide across, 175 square feet, 12" deep, includes 6" concrete curb to extend playbox)
- Demolition and disposal of existing play equipment and footings
- Play structure will be delivered and offloaded at time of install
- Install Miracle Play Systems play equipment per plan 23_3366_QuarryPark_006, which is attached and incorporated hereto as Attachment A-1
- Install UPC equipment per plan 23_3366_QuarryPark_006. Includes crane up to 110 ton material handler for placement of items within 70 feet of pick. Includes offload and placement of UPC items. In the event a larger crane is needed, there will be an additional charge which will be determined by the crane company at that time
- Approximately 50 cubic yards of CedarSafe certified engineered playground fiber
- Blown in installation of CedarSafe engineered playground fiber
- Certified Playground Safety Inspector (CPSI) Inspection and report

Contractor will use only those products and materials as specified herein, unless an equal or superior product is approved in advance in writing by City.

ATTACHMENT B
PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

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

NOTICE:

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

ATTACHMENT C

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

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

NOTICE:

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

ATTACHMENT D

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

TO THE CITY OF ROCKLIN:

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

Name of Contractor

By: _____

Title: President

Address: POB 263 Alamo CA 94507

Date: 6/9/2025

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

ATTACHMENT E

GUARANTEE FORM

{Print on Contractor/Subcontractor Letterhead And Submit at Close-Out}

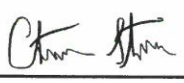
Miracle Playsystems {Contractor's Name} hereby unconditionally guarantees that the Work performed at Quarry Park Rocklin CA [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE 

PRINT NAME Kit Steven

ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Contractor hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Contractor and all of its Principals, if any:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding the effective date of this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. Has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Contractor shall provide immediate written notice to the City if, at any time prior to contract execution, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract.

CONTRACTOR: Miracle Playsystems

Date 6/9/2025

BY: 

Signature

Kit Steven

Type/Print Name

President

Title

ATTACHMENT G

LABOR AND PREVAILING WAGE COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor

employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

ATTACHMENT H

CITY OF ROCKLIN
GENERAL PROVISIONS

CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

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

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

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

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

1-2 ABBREVIATIONS

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

CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act
CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

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

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

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents.

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

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

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

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

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

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

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – Not applicable

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in

Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

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

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

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

Completion – The point in the Project at which the Work is 100% performed.

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

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

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

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

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the

requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

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

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

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

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

Inspector – The person or persons authorized to act as agent(s) for the City in the

inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

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

Notice to Contractors – Same as Invitation for Bids.

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

Plans – See "Drawings."

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

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

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

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

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

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

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

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

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

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

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

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

State – The State of California.

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

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

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals

are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

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

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

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

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

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

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

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

CHAPTER 2 – RESERVED (INTENTIONALLY LEFT BLANK)

CHAPTER 3 - 3-9 - INSURANCE

3-9.01 General Liability 9
3-9.02 Automobile Liability 9
3-9.03 Workers' Compensation 10
3-9.04 Excess or Umbrella Liability 10

3-9.04.A Contractor's Equipment 10
3-9.04.B Railroad Protective Liability 10
3-9.04.C Builder's Risk Insurance 11
3-9.04.D Environmental Liability Insurance 112
3-9.04.E Other Provisions 112
3-9.05 Notification of Accident or Occurrence 14
3-9.06 Notification of Claim 145

3-9 INSURANCE

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

3-9.01 General Liability

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

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

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

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

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired,

and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto). The limits of liability shall not be less than:

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

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

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

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

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

3-9.04 Excess or Umbrella Liability

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

3-9.04.A Contractor's Equipment

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

3-9.04.B Railroad Protective Liability

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

3-9.04.C Builder's Risk Insurance

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

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

    a. Earthquake and Land Movement and Flood.

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

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

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

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

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

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk

insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

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

3-9.04.D Environmental Liability Insurance

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

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

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

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

3-9.04.E Other Provisions

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

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

    b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers,

officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

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

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

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

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

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

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

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

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt

of the City's request.

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

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

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

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

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

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

3-9.05 Notification of Accident or Occurrence

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

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.06 Notification of Claim

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

CHAPTER 4 – RESERVED (INTENTIONALLY LEFT BLANK)

CHAPTER 5 - CONTROL OF WORK AND MATERIALS

TABLE OF CONTENTS

5-1 AUTHORITY OF CITY 16
5-2 ATTENTION AND COOPERATION OF CONTRACTOR 16
5-3 SUGGESTIONS TO CONTRACTOR 16
5-4 SEPARATE CONTRACTS 16
5-5 COOPERATION WITH OTHER CONTRACTORS 16
5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES 17
5-7 CONTRACTOR'S EQUIPMENT 17
5-8 INTENTIONALLY LEFT BLANK 17
5-9 DAILY REPORTS 17
5-10 INTENTIONALLY LEFT BLANK 18
5-11 RESPONSIBILITY FOR ACCURACY 18
5-12 DUTIES AND POWERS OF INSPECTORS 18
5-13 INSPECTION 18
5-14 QUALITY OF MATERIALS AND WORKMANSHIP 19
5-15 SUBSTITUTIONS 19
5-15.01 Written Request *19*
5-16 INTENTIONALLY LEFT BLANK 20
5-17 INTENTIONALLY LEFT BLANK 20
5-18 APPROVAL OF MATERIALS OR EQUIPMENT 20
5-18.01 Sources Of Supply *20*
5-18.02 Plant Inspection *20*
5-19 PROVISIONS FOR EMERGENCIES 20
5-20 RIGHT TO RETAIN IMPERFECT WORK 21
5-21 REMOVAL OF REJECTED MATERIALS OR WORK 21
5-22 TEMPORARY SUSPENSION OR DELAY OF WORK 21
5-23 TERMINATION OF CONTRACT 21
5-23.01 Reasons for Termination *21*
5-23.01.A Termination for Convenience *21*
5-23.01.B Termination for Cause *22*
5-23.02 Termination After Contract Time *22*

5-23.03 Notice of Termination; City Completion 23
5-23.04 Payments to Contractor Upon Termination of Contract 24
5-23.05 Completion Not a Waiver of City Rights 25
5-23.06 Survival of Obligations 25
5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS 25

5-1 AUTHORITY OF CITY

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

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

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

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

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

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

5-3 SUGGESTIONS TO CONTRACTOR

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

5-4 SEPARATE CONTRACTS

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

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

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

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

5-7 CONTRACTOR'S EQUIPMENT

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

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

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

5-8 INTENTIONALLY LEFT BLANK

5-9 DAILY REPORTS

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

site, visitors to the site, work performed, and any problems encountered.

5-10 INTENTIONALLY LEFT BLANK

5-11 RESPONSIBILITY FOR ACCURACY

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

5-12 DUTIES AND POWERS OF INSPECTORS

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

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

5-13 INSPECTION

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

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

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

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such

uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as

requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 INTENTIONALLY LEFT BLANK

5-17 INTENTIONALLY LEFT BLANK

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, "Deductions for Imperfect Work", of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City's written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor's expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City's written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, "Public Convenience and Safety", and 6-13, "Public Safety and Traffic Control", of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, "Delays", of these Specifications. Such suspension shall not relieve the Contractor of the Contractor's responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor's control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such

termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set

forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall

not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

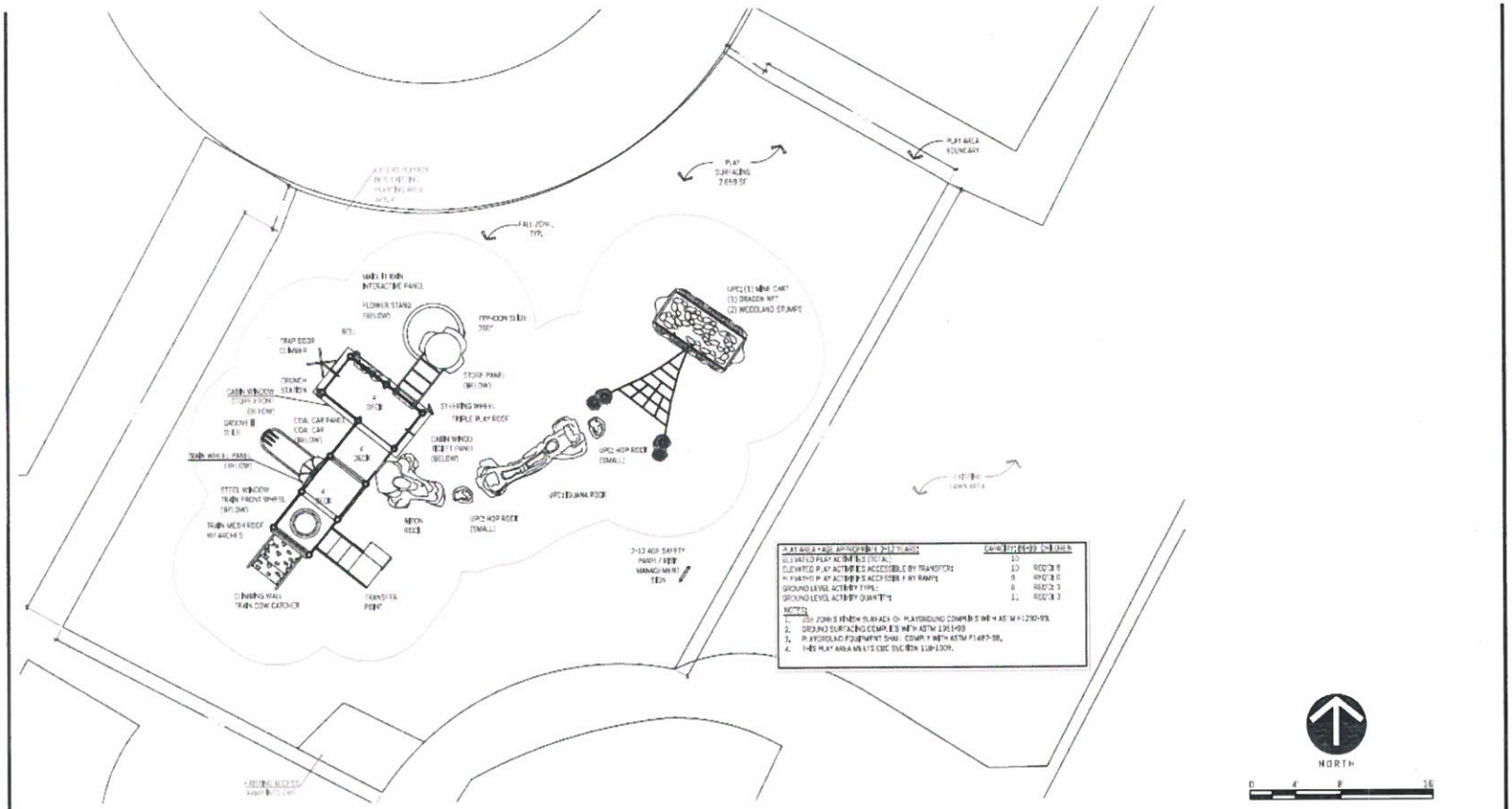
5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.



MIRACLE playsystems DESIGNING PLAY

Creating Fun Play Environments to Enrich Communities



Quarry Park	PERIMETER:	218' - 3" LF	VERSION 005
	SITE AREA:	2,659 SF	DATE: 1/16/2025
	CRITICAL FALL HEIGHT:	6'-02" CFH	DRAWN BY: CG
City of Rocklin	DESIGN CONCEPT		FILE: 23_3366_QUARRYPARK_006.DWG

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE CONDITIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.



Colors Used In Rendering:

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Brown Decks | Black | Gray-Stone | Metallic Gray | Forest Green | Brown

1/16/2025
23_3366_QuarryPark_006

Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

1/16/2025
23_3366_QuarryPark_006

Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

1/16/2025
23_3366_QuarryPark_006

Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

1/16/2025
23_3366_QuarryPark_006

Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE PUBLIC WORK KNOWN AS THE
MEMORIAL PARK PLAY STRUCTURE REPLACEMENT,
APPROVING THE NOTICE OF COMPLETION THEREOF,
AND AUTHORIZING AND DIRECTING THE EXECUTION
AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(MIRACLE PLAYSYSTEMS, INC.)

WHEREAS, on June 10, 2025, the City Council of the City of Rocklin adopted Resolution No. 2025-114, awarding the contract for Memorial Park Play Structure Replacement to Miracle Playsystems, Inc. in the amount of $198,173.64; and

WHEREAS, this project consisted of removing and replacing the existing play structure at Memorial Park; and

WHEREAS, one amendment was executed, increasing the cost by $5,945.21, bringing the total project amount to $204,118.85; and

WHEREAS, the project was completed on July 25, 2025, and funded by the General Fund (100).

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

Section 1. The attached Notice of Completion relative to the public work known as Memorial Park Play Structure Replacement (Miracle Playsystems, Inc.), is hereby approved and the public work is accepted.

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

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

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, 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 Memorial Park Play Structure Replacement is complete. The location of said project is at The City of Rocklin's Memorial Park at 3980 Rocklin Road in Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was July 25, 2025. The contractor on the project was Miracle Playsystems, Inc., and the surety on said project was United Fire and Causualty Company.

I, Veronica Tracy, being first duly sworn, depose and say: I am the Director of Parks and Recreation 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: _____

Veronica Tracy, Director of Parks and Recreation - City of Rocklin - 3970 Rocklin Road- Owner of the Public Work Improvement

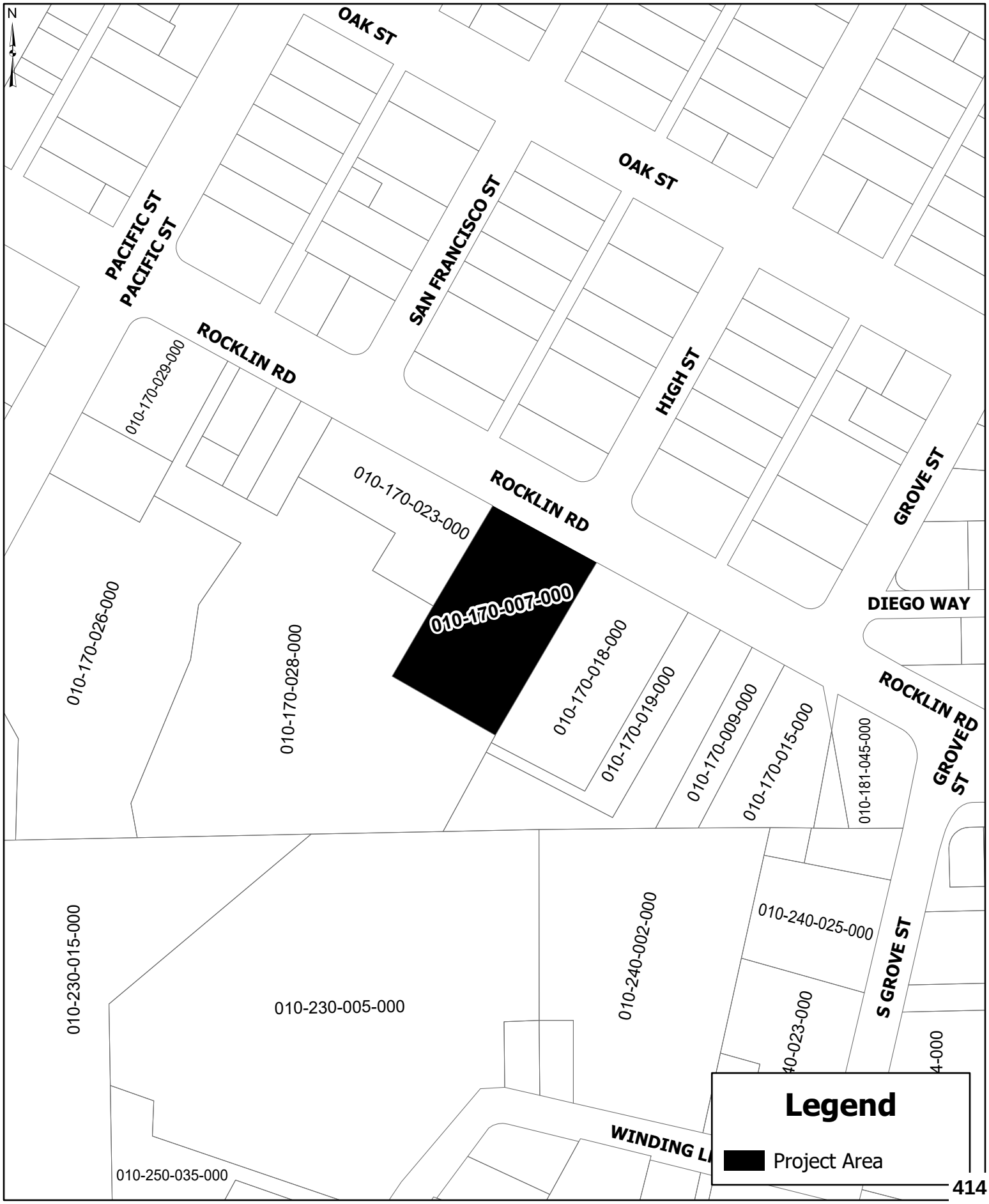
_____
Avinta Singh, City Clerk

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

Date: _____ Signature: _____

Veronica Tracy, Director of Parks & Recreation
Rocklin, California

Exhibit A


N
OAK ST
OAK ST
PACIFIC ST
PACIFIC ST
SAN FRANCISCO ST
ROCKLIN RD
010-170-029-000
HIGH ST
GROVE ST
010-170-023-000
ROCKLIN RD
010-170-007-000
DIEGO WAY
010-170-026-000
010-170-028-000
010-170-018-000
010-170-019-000
010-170-009-000
010-170-015-000
010-181-045-000
ROCKLIN RD
GROVE ST
010-230-015-000
010-230-005-000
010-240-002-000
010-240-025-000
S GROVE ST
010-240-023-000
WINDING LN
010-250-035-000
Legend
Project Area

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Corporation Yard Shop Roof Restoration and Gutter Replacement – Notice of Completion

Date: August 26, 2025

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Corporation Yard Shop Roof Restoration and Gutter Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (United Building Contractors, Inc.).

Background:
On June 25, 2024, the City Council awarded the Corporation Yard Shop Roof Restoration and Gutter Replacement Project (Resolution No. 2024-170) to United Building Contractors, Inc., in the amount of $132,509, plus a 15% contingency ($19,877), for a total not-to-exceed project amount of $152,386. This project consisted of the restoration of the existing roof and complete replacement of the gutters of the Corporation Yard Shop facility (see Attachment 1 Exhibit A for Project Location map).

The project was completed on April 18, 2025. One (1) change order was issued in the amount of $5,590 bringing the total project amount to $138,099. Staff recommends that the City Council accept the public work known as the Corporation Yard Shop Roof Restoration and Gutter Replacement, approve the Notice of Completion, and authorize and direct the execution and recordation of the Notice of Completion on behalf of the City.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The project was funded through the SB 325 Sales Tax Fund (Fund 210).

ATTACHMENTS:
1. Resolution and Notice of Completion

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE CORPORATION YARD SHOP ROOF RESTORATION AND GUTTER REPLACEMENT, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY (UNITED BUILDING CONTRACTORS, INC.)

WHEREAS, on June 25, 2024, the City Council of the City of Rocklin adopted Resolution No. 2024-170, awarding the contract for the Corporation Yard Shop Roof Restoration and Gutter Replacement Project to United Building Contractors, Inc., in the amount of $132,509; and

WHEREAS, this project consisted of the restoration of the existing roof and complete replacement of the gutters of the Corporation Yard Shop facility; and

WHEREAS, a contingency amount of fifteen (15) percent of the contract ($19,877), which was approved by the City Council of the City of Rocklin, resulted in a total authorized project cost of $152,386; and

WHEREAS, one change order was issued, increasing the cost by $5,590.00, bringing the total project amount to $138,099.00;

WHEREAS, the project was completed on April 18, 2025, and funded by the General Fund (100);

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

Section 1 The attached Notice of Completion related to the public work known as the Corporation Yard Shop Roof Restoration and Gutter Replacement Project (United Building Contractors, Inc.) is hereby approved, and the public work is accepted.

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

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

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, 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 Corp Yard Shop Roof Restoration and Gutter Replacement is complete. The location of said project is in the Corporation Yard, 4081 Alvis Court, Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was April 18, 2025. The contractor on the project was United Building Contractors, Inc., and the surety on said project was Liberty Mutual Insurance Company.

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

City of Rocklin

ATTEST:

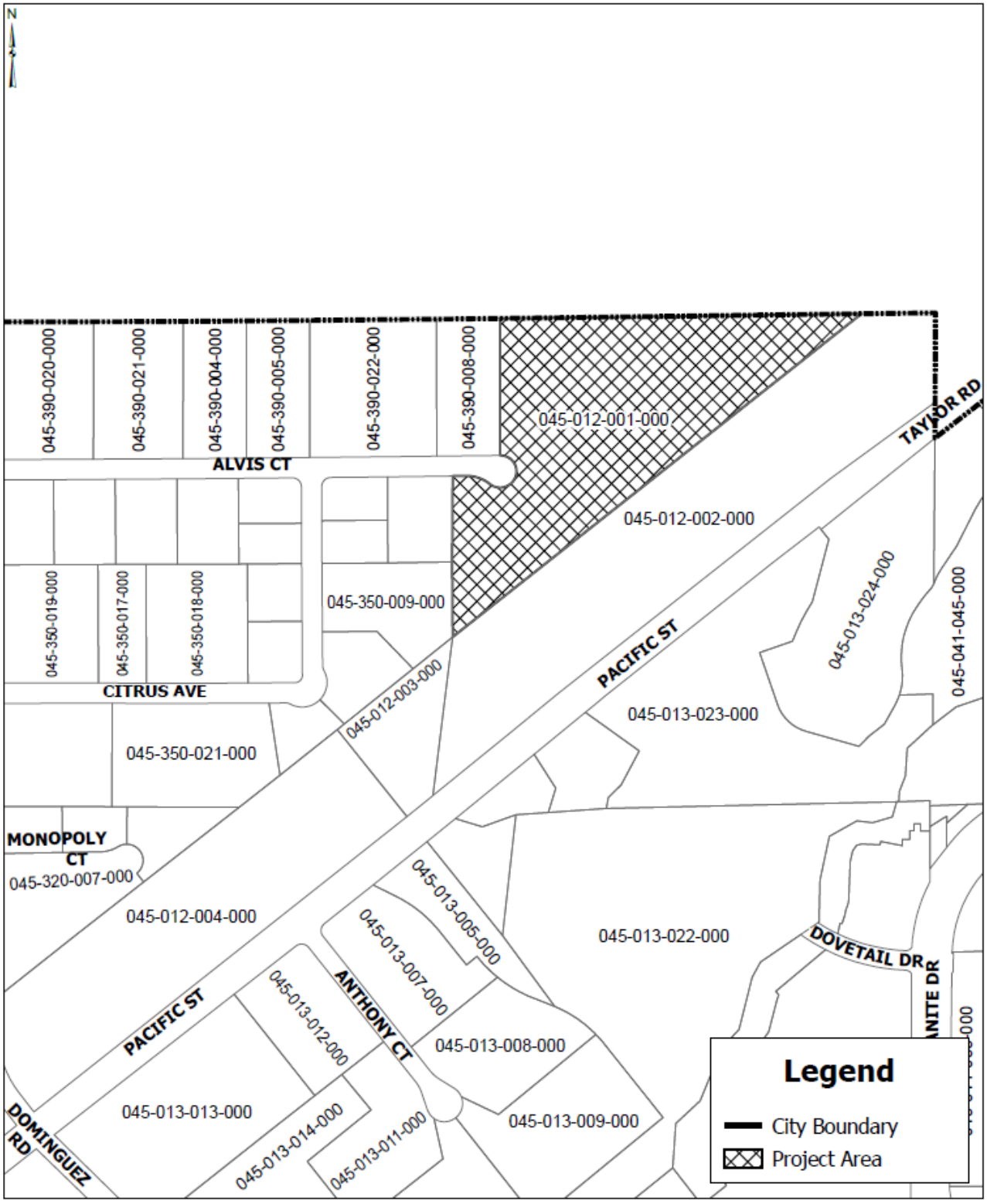
_____
Justin Nartker, Public Works Director - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

_____
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: _____
Justin Nartker, Public Works Director
Rocklin, California

Exhibit A


N
045-390-020-000
045-390-021-000
045-390-004-000
045-390-005-000
045-390-022-000
045-390-008-000
045-012-001-000
ALVIS CT
TAYLOR RD
045-012-002-000
045-350-019-000
045-350-017-000
045-350-018-000
045-350-009-000
045-013-024-000
045-041-045-000
PACIFIC ST
CITRUS AVE
045-012-003-000
045-013-023-000
045-350-021-000
MONOPOLY CT
045-320-007-000
045-012-004-000
045-013-005-000
045-013-007-000
045-013-022-000
DOVETAIL DR
ANITE DR
045-013-012-000
ANTHONY CT
045-013-008-000
PACIFIC ST
045-013-013-000
045-013-009-000
DOMINGUEZ RD
045-013-014-000
045-013-011-000
Legend
City Boundary
Project Area

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Bluffs Subdivision ADA Ramps Phase 2 – Notice of Completion

Date: August 26, 2025

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Bluffs Subdivision ADA Ramps Phase 2, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Hyatt Contracting, Inc.).

Background:
On April 22, 2025, the City Council awarded the Bluffs Subdivision ADA Ramps Phase 2 project (Resolution No. 2025-073) to Hyatt Contracting, Inc., in the amount of $228,510, plus a 15% contingency ($34,276.50), for a total not-to-exceed project amount of $262,768.50. This project involved removing and replacing twenty-seven (27) existing concrete curb ramps located in the Bluffs area of the City of Rocklin to comply with the Americans with Disabilities Act (ADA), as well as miscellaneous flatwork, curbs, and gutter improvements (see Attachment 1, Exhibit A, for Project Location map).

The project was completed on August 4, 2025. One (1) change order was issued for a total change order amount of $1,770.00, increasing the project cost to $230,280.00. Staff recommends that the City Council accept the public work known as the Bluffs Subdivision ADA Ramps Phase 2, approve the Notice of Completion, and authorize and direct the execution and recordation of the Notice of Completion on behalf of the City.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The project was part of the Pavement Management Program (Project No. 50007) and funded through the SB 325 Sales Tax Fund (Fund 210).

ATTACHMENTS:
1. Resolution and Notice of Completion

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE BLUFFS SUBDIVISION ADA RAMPS PHASE 2, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY (HYATT CONTRACTING, INC.)

WHEREAS, on April 22, 2025, the City Council of the City of Rocklin adopted Resolution No. 2025-073, awarding the contract for the Bluffs Subdivision ADA Ramps Phase 2 project to Hyatt Contracting, Inc., in the amount of $228,510; and

WHEREAS, this project involved removing and replacing twenty-seven (27) existing concrete curb ramps located in the Bluffs area of the City of Rocklin to comply with the Americans with Disabilities Act (ADA), as well as miscellaneous flatwork, curbs, and gutter improvements; and

WHEREAS, a contingency amount of fifteen (15) percent of the contract ($34,276.50), which was approved by the City Council of the City of Rocklin, resulted in a total authorized project cost of $262,768.50; and

WHEREAS, one change order was issued, increasing the cost by $1,770.00, bringing the total project amount to $230,280.00;

WHEREAS, the project was completed on August 4, 2025, and funded by the SB325 Sales Tax Fund (210);

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

Section 1 The attached Notice of Completion related to the public work known as the Bluffs Subdivision ADA Ramps Phase 2 (Hyatt Contracting, Inc.) is hereby approved, and the public work is accepted.

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

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

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, 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 Bluffs Subdivision ADA Ramps Phase 2 is complete. The location of said project is in the Bluffs Subdivision area in Rocklin, CA, legally described as Stanford Ranch Area A-I Unit I in Book O of Maps, Page 81. The owner of said project is the City of Rocklin. The date of completion was August 4, 2025. The contractor on the project was Hyatt Contracting, Inc., and the surety on said project was Merchants Bonding Company (Mutual).

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

City of Rocklin

ATTEST:

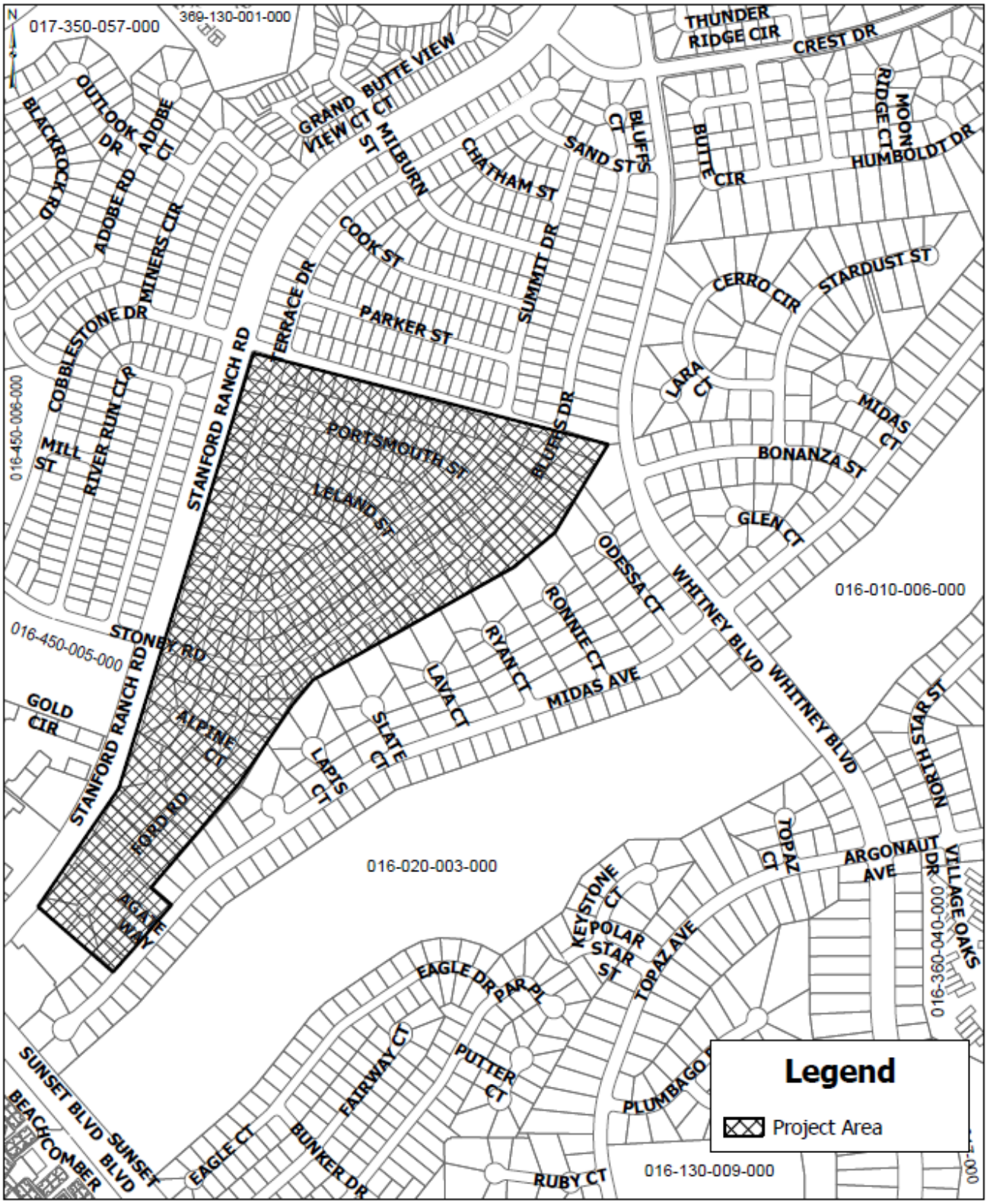
_____
Justin Nartker, Public Works Director - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

_____
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: _____
Justin Nartker, Public Works Director
Rocklin, California

Exhibit A


N
017-350-057-000
369-130-001-000
THUNDER RIDGE CIR
CREST DR
BUTTE VIEW CT
GRAND VIEW CT
MILBURN ST
CHATHAM ST
SAND ST
BLUFFS CT
BUTTE CIR
MOON RIDGE CT
HUMBOLDT DR
OUTLOOK DR
ADOBE CT
ADOBE RD
BLACKROCK RD
MINERS CIR
COOK ST
TERRACE DR
SUMMIT DR
PARKER ST
CERRO CIR
STARDUST ST
LARA CT
MIDAS CT
BONANZA ST
GLEN CT
COBBLESTONE DR
RIVER RUN CIR
MILL ST
STANFORD RANCH RD
PORTSMOUTH ST
LELAND ST
BLUFFS DR
016-450-006-000
016-450-005-000
STONEY RD
ODESSA CT
WHITNEY BLVD
016-010-006-000
RONNIE CT
RYAN CT
LAVA CT
MIDAS AVE
GOLD CIR
ALPINE CT
SLATE CT
LAPIS CT
FORD RD
AGATE WAY
016-020-003-000
NORTH STAR ST
TOPAZ CT
ARGONAUT DR
ARGONAUT AVE
VILLAGE OAKS
016-360-040-000
KEYSTONE CT
POLAR STAR ST
TOPAZ AVE
EAGLE DR
BAR PL
FAIRWAY CT
PUTTER CT
PLUMBAGO
SUNSET BLVD
BEACHCOMBER
SUNSET BLVD
EAGLE CT
BUNKER DR
RUBY CT
016-130-009-000
Legend
Project Area

Proclamation

Issued by City Council

Recognizing Chris May

WHEREAS, *Rocklin Little League has served as a key part of our community, offering young athletes an opportunity to grow through baseball while learning teamwork, discipline, and sportsmanship; and*

WHEREAS, *Chris May has faithfully served as President of Rocklin Little League since 2018, demonstrating unwavering commitment to the league's mission, its players, and their families; and*

WHEREAS, *under Chris May's leadership, Rocklin Little League has grown stronger in participation, community engagement, and positive impact, providing a safe and supportive environment for all; and*

WHEREAS, *Chris May has dedicated countless volunteer hours managing league operations, supporting coaches and parents, and ensuring that every child experiences the joy and camaraderie of America's pastime; and*

WHEREAS, *his leadership has extended beyond the field—instilling values, building community spirit, and mentoring young athletes both in character and in competition; and*

WHEREAS, *the City of Rocklin recognizes the significant contributions Chris May has made to the development of youth sports and the lasting legacy he leaves through his service;*

NOW, THEREFORE, BE IT RESOLVED, *the City Council of the City of Rocklin does hereby recognize and commend Chris May for his outstanding leadership, dedication, and service as President of Rocklin Little League, and extends sincere appreciation on behalf of the entire Rocklin community.*

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

_____

Jill Gayaldo, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2021-2029 Housing Element Program 10 - Alternative Sites / General Plan Amendments, GPA2025-0001 and GPA2024-0001; Rezone, Z2025-0001; Environmental Review, ENV2025-0009

Date: August 26, 2025

Submitted By: Nathan Anderson, Principal Planner
Arwen Wacht, Planning Manager
David Mohlenbrok, Community Development Director

Department: Community Development

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

A. Adopt a Resolution of the City Council of the City of Rocklin Approving an August 2025 Addendum to the 2012 General Plan Environmental Impact Report and a Statutory Exemption for the 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for the Regional Housing Needs Allocation (RHNA) Project (2021-2029 Housing Element Program 10 – Alternative Sites / ENV2025-0009).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a General Plan Amendment for the 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for the Regional Housing Needs Allocation (RHNA) Project and the Rocklin West Annexation Project (2021-2029 Housing Element Program 10 – Alternative Sites / GPA2025-0001 and Rocklin West Annexation / GPA2024-0001).
C. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Applying the Residential Minimum Density Overlay District to the Alternative Sites Identified for Inclusion in the City's Regional Housing Needs Allocation (RHNA) Inventory of Sites (2021-2029 Housing Element Program 10 – Alternative Sites / Z2025-0001).

Background:
The staff report is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:
1. Staff Report
2. SR Attachment 1 - RHNA Alternative Sites Table
3. SR Attachment 2 - HCD Letter 4.08.25
4. SR Attachment 3 - Public Correspondence

5. Resolution A - CEQA Addendum
6. Resolution A Exhibit A - Addendum to the General Plan EIR
7. Resolution A Exhibit B - Notice of Exemption
8. Resolution B - General Plan Amendment
9. Resolution B Exhibit A - Land Use Designations Map
10. Resolution B Exhibit B - Housing Element Text Changes
11. Resolution B Exhibit C - West Rocklin Annexation Land Use Designations
12. Ordinance - Alternative RHNA Sites Rezone
13. Ordinance Exhibit A - Zoning Map Amendments
14. Ordinance Exhibit B - Zoning Amendment Table

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: **2021-2029 Housing Element Program 10 – Alternative Sites**
General Plan Amendments, GPA2025-0001 and GPA2024-0001
Rezone, Z2025-0001
Environmental Review, ENV2025-0009

Date: August 26, 2025

Submitted By: Nathan Anderson, Principal Planner
Arwen Wacht, Planning Manager
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
As the entitlement request includes a legislative action which requires approval of an ordinance, a two-meeting process is required.

The Planning Commission and staff recommend City Council approval of the following:

August 26, 2025 – First reading of ordinance and final action on resolutions:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving an August 2025 Addendum to the 2012 General Plan Environmental Impact Report and a Statutory Exemption for the 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for the Regional Housing Needs Allocation (RHNA) Project (2021-2029 Housing Element Program 10 – Alternative Sites / ENV2025-0009); and

B. Adopt a Resolution of the City Council of the City of Rocklin Approving a General Plan Amendment for the 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for the Regional Housing Needs Allocation (RHNA) Project and the Rocklin West Annexation Project (2021-2029 Housing Element Program 10 – Alternative Sites / GPA2025-0001 and Rocklin West Annexation / GPA2024-0001); and

C. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Applying the Residential Minimum Density Overlay District to the Alternative Sites Identified for Inclusion in the City's Regional Housing Needs Allocation (RHNA) Inventory of Sites (2021-2029 Housing Element Program 10 – Alternative Sites / Z2025-0001).

September 9, 2025 – Final action for ordinance:

A. Adopt an Ordinance of the City Council of the City of Rocklin Applying the Residential Minimum Density Overlay District to the Alternative Sites Identified for Inclusion in the City's Regional Housing Needs Allocation (RHNA) Inventory of Sites (2021-2029 Housing Element Program 10 – Alternative Sites / Z2025-0001).

Proposal/Application Request:
The project proposes to amend the General Plan land use map and text, and rezone approximately 141 acres of vacant and underutilized land to comply with State-mandated requirements, in alignment with Program 10 of the City's 2021–2029 Housing Element.

Additionally, the project proposes to amend the General Plan land use designation of an approximately 3.4-acre parcel in western Rocklin, to facilitate future annexation efforts.

Summary of Planning Commission Hearing and Action:
On August 5, 2025, the Planning Commission (Commission) reviewed the proposed project. Staff presented project details along with a Blue Memo, which included numerous public comments received after publication of the staff report packet and minor wording changes to the resolution for ENV2025-0009.

The Blue Memo also clarified that Site 1-21, located at the terminus of Willard Way, was shown as being modified to apply the Mixed Use 24 dwellings per acre minimum (MU-24+) overlay. This overlay is intended for nonresidential properties to preserve their underlying nonresidential land use designation. Since Site 1-21 is already designated for residential use, applying the overlay would be inappropriate and would not affect the site's potential density. It would also limit the City to counting only 50% of the site's units toward its RHNA allocation. Staff therefore recommended updating the designation from MU-24+ to RES-24+ in all relevant tables and exhibits.

The Commission opened the public hearing, with 36 speakers offering comments and questions about specific sites. Most addressed:

- **Site 1-13** – Saint Augustine Church property on Wildcat Avenue
- **Site 1-18** – Terminus of Argonaut Avenue
- **Site 1-19** – West of Delmar Avenue

Speakers were generally opposed to high-density development on these properties, citing concerns about traffic, safety, fire protection, property values, and neighborhood compatibility. Some questioned whether property owners could be compelled to develop high-density housing. Others raised concerns about impacts to a Montessori school adjacent to Site 1-13.

In response, staff noted that Site 1-13 is already zoned for multifamily residential, which was confirmed by the California Department of Housing and Community Development

(HCD). On most of these sites, no projects have been proposed; any future proposals would undergo detailed review for traffic, safety, fire protection, and other impacts. Staff emphasized that high-density residential development would only occur if initiated by the property owner, and existing uses could continue indefinitely.

During deliberations, the Commission acknowledged that ultimate authority rests with the City Council and the State, but expressed concern that not all proposed sites were appropriate. The consensus was to recommend removing Sites 1-18 and 1-19 from the list. The Commission agreed that nothing could be done to prevent high-density development on Site 1-13, making its inclusion in the list in the City's best interest.

The Commission voted 5-0 to approve the project with the Blue Memo recommendations incorporated, while recommending the City Council to consider removing Sites 1-18 and 1-19.

Background:
Pursuant to State law, every City and County in California is required to adopt a General Plan, which must include a Housing Element. The Housing Element serves as the City's official policy document for addressing community housing needs, including housing availability, adequacy, and affordability. It provides an analysis of current and future housing needs in Rocklin and outlines strategies for meeting those needs.

While jurisdictions periodically review and update their General Plan elements to ensure relevance and consistency, State law requires an update to the Housing Element every eight years. The City of Rocklin adopted its most recent Housing Element in 2021, covering the planning period from 2021 through 2029. This document outlines the City's housing goals, policies, and implementation strategies to meet the needs of both current and future residents.

As part of the Housing Element, California Government Code Section 65584 requires each jurisdiction to plan for its fair share of regional housing needs through the Regional Housing Needs Allocation (RHNA). In urban areas, this allocation is determined by councils of governments. For the six-county greater Sacramento region—which includes Sacramento, Placer, El Dorado, Yolo, Sutter, and Yuba Counties—the designated planning agency is the Sacramento Area Council of Governments (SACOG).

SACOG adopted the regional RHNA plan in March 2020, which covers the period from May 15, 2021, through May 15, 2029. The RHNA represents a minimum number of housing units each jurisdiction must plan for to accommodate projected household growth across all income levels by the end of the planning period. Based on requirements from SACOG, the City of Rocklin is required to accommodate a total of 5,661 housing units across all income categories during the 6th Cycle RHNA period.

Table 1 illustrates the City's allocated housing needs for this planning period.

Table 1. Housing Needs for 2021-2029

Income Category (% of County AMI[1])	Number of Units	Percent
Extremely Low (30% or less)	955	17%
Very Low (31 to 50%)	956	17%
Low (51 to 80%)	1,151	20%
Moderate (81 to 120%)	771	14%
Above Moderate (Over 120%)	1,828	32%
Total	**5,661**	**100%**

Source: Final Regional Housing Needs Plan (RHNP), SACOG, 2020.

[1] Area Median Income (AMI)

Discussion:
To meet the City's RHNA obligation, Program 10 (Inventory of Sites for Housing/Rezone) in the 2021–2029 Housing Element committed the City to rezoning and amending the land use designation of 95.58 acres of vacant and underutilized land to Residential 24 Dwellings Per Acre Minimum (RES-24+), and 64.33 acres of vacant and underutilized land to Mixed Use 24 Dwellings Per Acre Minimum (MU-24+).

This rezoning effort is intended to accommodate the City's RHNA requirement for "Lower" income households (which includes Extremely Low, Very Low, and Low-income categories), totaling 3,062 units, as well as 481 carryover units from the City's 5th Cycle RHNA that must now be included in the 6th Cycle, for a total of 3,543 units.

To address the City's allocation for "Moderate" income households, Program 10 also includes the rezoning of 77.75 total acres, consisting of 51.06 acres of vacant land and 26.69 acres of underutilized land, to Mixed Use 10 Dwellings Per Acre Minimum (MU-10+).

2024 General Plan Amendment and RMDO Adoption
On December 10, 2024, the Rocklin City Council approved a General Plan Amendment (GPA) (Resolution No. 2024-274) and adopted the Residential Minimum Density Overlay (RMDO) District (Ordinance No. 1183) to support the implementation of Program 10.

The RMDO Overlay establishes minimum residential density requirements across all areas of the City, including those within and outside of General Development Plan areas. It is organized into three categories, consistent with the City's RHNA obligation identified in Program 10:

- **RMDO-RES-24+**: Residential areas with a minimum density of 24 dwelling units per acre
- **RMDO-MU-24+**: Mixed-use areas with a minimum density of 24 dwelling units per acre

- **RMDO-MU-10+**: Mixed-use areas with a minimum density of 10 dwelling units per acre

The RMDO-R24+ overlay requires that any future residential development on designated properties be constructed at a minimum density of 24 dwelling units per acre. Similarly, the RMDO-MU24+ and RMDO-MU10+ overlays establish minimum residential densities of 24 and 10 dwelling units per acre, respectively. However, these mixed-use overlays still permit nonresidential uses and allow development to proceed under the standards of the underlying base zoning. For example, if a parcel is designated RMDO-MU10+ and has a base zoning of General Commercial, the property owner may still develop uses consistent with General Commercial zoning.

As part of the 2024 GPA/Rezone effort, approximately 117 total acres were designated with these overlays to meet lower-income RHNA requirements, with approximately 104 acres of this total categorized as “assumed acreage”, meaning the developable portions of the project that are not constrained by biological, topographical, or other sensitive features. For the purpose of calculating potential units, the “assumed acreage” number is utilized. Based on this assumed acreage, the unit capacity for these previously-amended sites totaled 2,575 units.

In addition, an additional approximately 25 acres were designated to meet moderate-income RHNA requirements, resulting in a unit capacity of 349 units.

Shortfall and Alternative Sites

Following the publication of the Housing Element in 2021, several development applications were submitted and ultimately approved by the City. Under Government Code Section 65836 (No Net Loss Law), jurisdictions are required to maintain adequate sites to accommodate any remaining unmet RHNA by income category throughout the planning period. However, the law also stipulates that housing projects cannot be disapproved solely because their approval would require the identification or rezoning of additional sites.

As a result, several market-rate projects, on sites originally designated for “Lower” and “Moderate” RHNA categories in the Housing Element, were approved. This led to the loss of approximately 32 acres from the RHNA Sites Inventory. Consequently, these properties were no longer eligible for inclusion in the City’s RHNA capacity during the 2024 GPA/Rezone effort.

Based on the previous 2021-2029 Housing Element obligations, this shortfall is comprised of 968 units for “Lower”” income RHNA, and 52.75 acres for “Moderate” income RHNA.

To address the shortfall, staff has identified a list of alternative sites for potential inclusion in the City’s updated RHNA Sites Inventory **(Attachment 1).** A total of 15 sites on 23 parcels have been selected for “Lower” income RHNA, and 7 sites on 13 parcels have been selected for “Moderate” income RHNA.

These sites are shown in on **Figure 1**, which includes both the proposed RES-24+ and MU-24+ properties, along with the RMDO sites which were designated in 2024. No additional MU-10+ properties are proposed as part of this project.

Approval of the alternative sites as proposed would result in 1,334 additional total units in the "Lower" category, resulting in a surplus of 366 units. See **Table 2** below.

Table 2. Housing Element Numbers + Alternative RHNA Sites

2021 Housing Element Numbers + Alternative RHNA Sites (2025)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Surplus
			Res	Mixed Use	Res	Mixed Use				
Very Low	1,911	481	1,997	306	1,209	368	30	0	3,909	366
Low	1,151									
Moderate	771	-	1,786	32	0	188	10	0	2,016	1,245
Above Moderate	1,828	-	235	0	0	0	0	2,987	3,222	1,394
Total	**5,661**	**481**	**4,018**	**338**	**1,209**	**556**	**40**	**2,987**	**9,147**	**3,005**
		3,543	**2,303**		**1,576**					

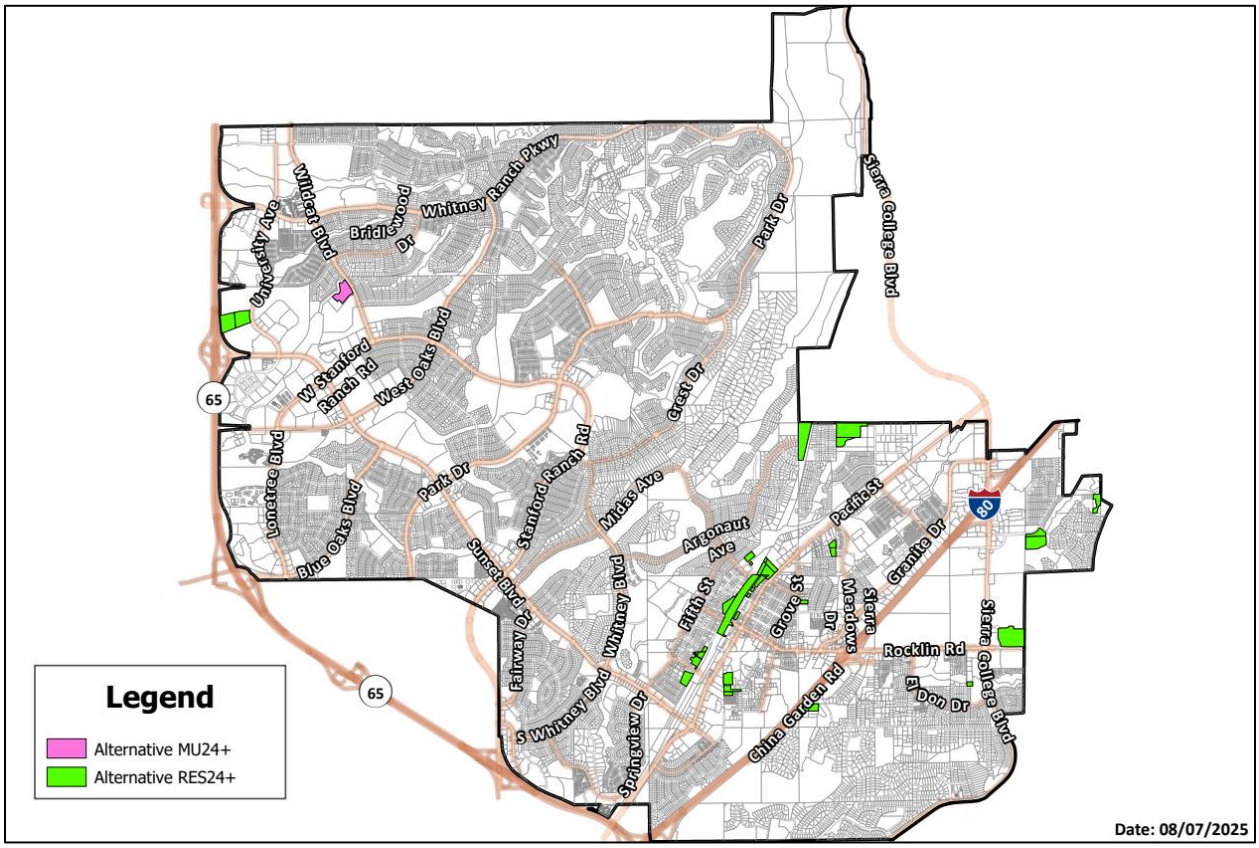
Source: City of Rocklin, July 2025

*Capacity is based on implementation of Program 10.

Similarly, approval would result in a surplus of 1,245 units and 17.48 acres in the "Moderate" category.

Although the proposed General Plan Amendments and Rezones exceed the minimum acreage required to address the City's current RHNA shortfall, including as many viable sites as possible is critical. As discussed previously, the State requires jurisdictions to ensure that adequate housing capacity is maintained throughout the entire Housing Element planning period.

Figure 1. Alternative Sites and Existing RMDO



Because the City cannot deny housing projects that provide fewer units than the capacity assumed in the Housing Element, maintaining a surplus of appropriately zoned land serves as a buffer against potential future shortfalls, particularly if market-rate projects are approved on sites originally identified for lower- or moderate-income housing.

It's also important to understand that in most cases, zoning only becomes relevant when a property owner proposes a new project. This RHNA rezoning effort does not require property owners to construct multifamily housing or initiate any new development at all. Rather, it is intended to facilitate and encourage housing production in appropriate areas, in line with state housing goals.

Existing uses may continue without interruption, and nonconforming uses and structures may remain, subject to the standards outlined in Chapter 17.62 – Nonconforming Uses and Structures section of the Rocklin Municipal Code (RMC).

Planning Commission-Recommended Removals

As discussed above in the Summary of Planning Commission Hearing and Action, the Planning Commission recommended that the City Council consider removing Sites 1-18 and 1-19 from the list. Details for both of these sites are included in **Table 3** below.

Table 3. Sites for Potential Removal

Site #	Acreage	Proposed GP	Proposed Zoning	Assumed Potential (Units/Acre)	Unit Capacity	Affordability
1-18	9.62	High Density Residential	Res-24+	30	289	Moderate
1-19	9.00	High Density Residential	Res-24+	30	270	Moderate

As previously discussed, Housing Element Program 10 requires the City to meet its obligations in both the "Lower" and "Moderate" income categories. The "Lower" category is measured by units, while the "Moderate" category is measured by both units and acreage.

With all alternative sites included, the current inventory provides a surplus of 366 units in the "Lower" category and 1,245 units and 17.45 acres in the "Moderate" category.

Removing Sites 1-18 and 1-19 would not affect the "Lower" surplus but would reduce the "Moderate" surplus to 686 units and create a deficit of 1.17 acres.

If the City Council directs staff to remove both of these sites from the Alternative Sites list, the City Council could also direct staff to shift one or more replacement sites from the "Lower" income category to the "Moderate" category, in order to avoid this deficit in acreage. This adjustment would offset the reduction and maintain a surplus of units and acreage in both income categories.

Nonresidential Inclusion – 1800 Wildcat Boulevard

In an effort to preserve the limited non-residential vacant sites remaining in the City that have the potential to generate future sales tax revenue and employment opportunities, all of the sites which are proposed to be modified as part of this Alternative Sites Inventory are currently zoned and designated for residential development, except for one. That site, which totals 6.34 acres (4.6 acres of assumed acreage) is located at 1800 Wildcat Boulevard; APN 378-020-006 (**Figure 2**).

In December 2022, the Planning Commission approved a Tentative Parcel Map (DL2022-0002) for this site via Resolution No. PC-2022-62. The map proposed subdividing the existing Saint Augustine Episcopal Church property to separate the church from the adjacent vacant land. The map has not yet been recorded.

The site is currently designated Business Professional/Commercial/Light Industrial (BP/C/LI) in the City's General Plan and zoned Planned Development – Business Professional/Commercial/Light Industrial (PD-BP/COMM/LI) under the Stanford Ranch General Development Plan.

In 2024, a potential applicant approached the City with a proposal to develop a 120-unit, 100% affordable multifamily apartment complex on the 4.67-acre vacant portion of the

site. The proposed development, known as Sierra Wilds, includes four apartment buildings, a community center, and associated parking and landscaping. The initial design also included a small area labeled as “commercial space,” which was undefined and made up less than 2% of the total floor area.

City staff initially determined that the proposal was inconsistent with the site’s existing nonresidential zoning. However, the zoning—established in 1997—does conditionally allow for “multi-family integrated with commercial,” which is not further defined within this site’s General Development Plan. Because this term is vague, the applicant believes the City cannot require a specific amount of commercial space or impose timing requirements for integration. Therefore, the applicant has asserted that their multifamily project must be allowed as proposed, given it includes a commercial component.

Figure 2. 1800 Wildcat Boulevard Site



The applicant subsequently contacted the California Department of Housing and Community Development (HCD) for further clarification. In a letter dated April 8, 2025, Shannan West, Chief of the Housing Accountability Unit, stated that under the Housing Accountability Act (HAA), cities cannot apply subjective standards or policies. While

acknowledging the site's intended commercial or light industrial use, HCD concluded that the City could not enforce an undefined standard for commercial "integration." As a result, the City must permit the proposed multifamily project and cannot require more than a minimal amount of nonresidential space. This letter is included as **Attachment 2**.

Following HCD's guidance, City staff included the site in the 2021-2029 Housing Element Program 10- Alternative Sites Inventory to help meet the City's RHNA obligations. If the General Plan and zoning amendments are approved, the site's designation would change to Mixed Use (MU), with a zoning overlay of RMDO-MU24+.

Because the Sierra Wilds project is moving forward with their application to the City based on the HCD's determination, amending the land use and zoning will allow the City to count this site toward its RHNA goals. Should the City decide to not proceed with the proposed amendments for this site, the Sierra Wilds housing project could still be built under the State's HAA, and the City would also need to identify an alternate site(s) to redesignate to accommodate 120 affordable units / 4.67 acres.

Under the MU designation, the City can receive RHNA credit for 50% of the proposed development (60 units). If the Sierra Wilds project is not built, the MU designation preserves flexibility for future nonresidential development, consistent with the site's original zoning.

West Rocklin Annexation General Plan Amendment

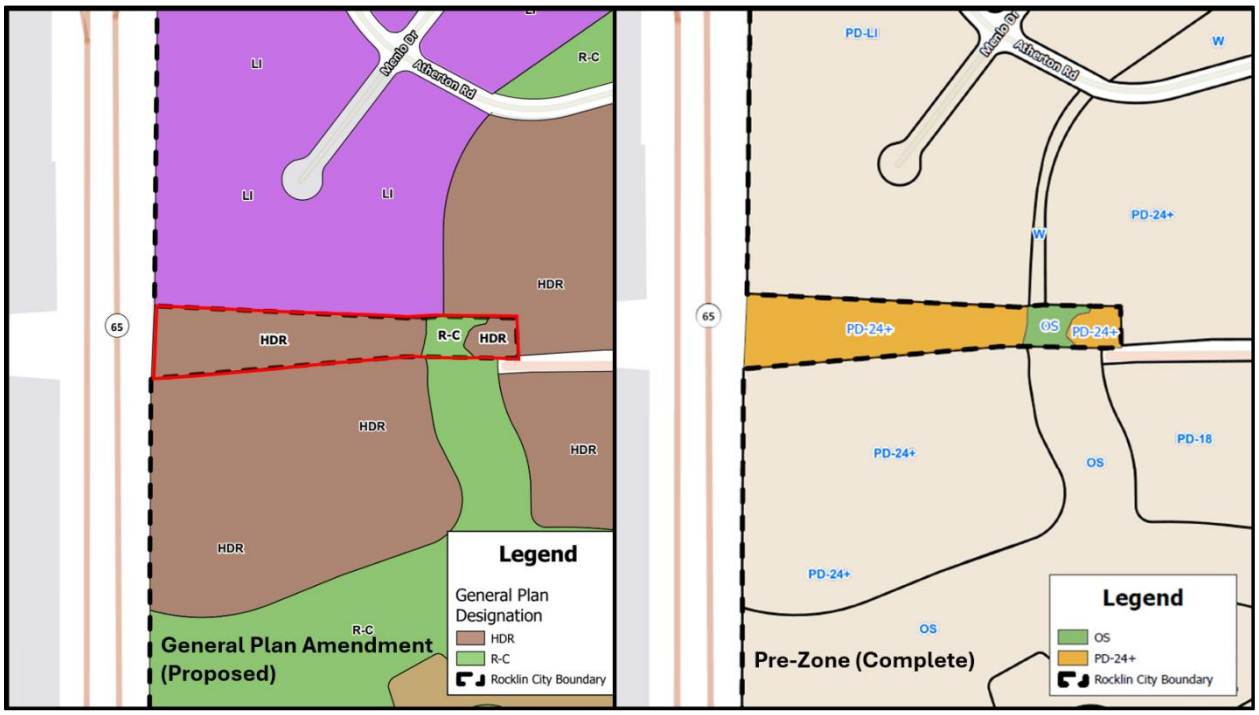
In addition to the General Plan Amendments proposed as part of the Housing Element effort, this project also includes a request to amend the land use designation of one parcel located near Rocklin's western boundary as part of the West Rocklin Annexation process (GPA2024-0001).

The site is approximately 3.4 acres and lies at the westerly terminus of West Oaks Boulevard. Parcel B is part of the West Oaks Apartments project, a 371-unit multi-family development approved in 2024. The Assessor's Parcel Number (APN) is 365-020-076. See **Figure 3**.

The site is former Caltrans rights-of-way (ROW), originally acquired for a potential freeway overcrossing when State Route 65 was constructed. Once Caltrans determined the crossing was unnecessary, this property, as well as another similar parcel to the north, was declared surplus and sold to private buyers. The City is currently in the process of annexing both parcels from Placer County into the city limits. The northern piece does not require a General Plan Amendment.

The GPA for the southern piece is included in this project to consolidate actions and reduce the number of General Plan Amendments processed in a single year. Under Government Code Section 65358, each jurisdiction is limited to approving no more than four General Plan Amendments (text and/or map) per calendar year. To minimize the number of separate amendments, staff has incorporated the General Plan Amendment for the Rocklin West Annexation (GPA2024-0001) into this broader effort.

Figure 3 – West Rocklin Annexation Area



Pre-zoning for the annexation area was approved by the City Council in February 2025. The site was pre-zoned Planned Development Residential, 24 dwelling units per acre minimum (PD-24+) and Open Space (OS), consistent with the West Oaks Apartments project located on this site and on the property to the south.

This General Plan Amendment will update the land use designation from Light Industrial (LI) to High Density Residential (HDR) and Recreation Conservation (R-C), consistent with the approved pre-zoning and adjacent land use patterns.

Environmental review for this effort has already been completed. The parcel was included in the Mitigated Negative Declaration (MND) for the West Oaks Apartments project, which was approved by the City Council on January 23, 2024 (Resolution No. 2024-036). As the parcel has been previously analyzed under CEQA, no additional environmental review is required for this General Plan Amendment.

Senate Bill 166 (No Net Loss)

Senate Bill 166 (SB 166), codified in Government Code Section 65863—commonly referred to as the No Net Loss Law—was enacted to ensure that jurisdictions maintain sufficient development capacity throughout the eight-year Housing Element cycle to accommodate their RHNA, particularly for lower- and moderate-income households.

The proposed project will increase the City's inventory of sites available for lower- and moderate-income housing, thereby supporting compliance with RHNA requirements and

ensuring no net loss of development opportunity. As such, approval of the project is consistent with the provisions of SB 166.

Clover Valley Lakes Conservation Easement and No Net Loss Law Compliance
Under the No Net Loss (Gov. Code § 65863), the City cannot take any action that would have the effect of reducing the residential units or density. Government Code section 65863(a) states, in pertinent part, "At no time, except as provided in paragraph (2) of subdivision (c), shall a city, county, or city and county by administrative, quasi-judicial, legislative, or other action permit or cause its inventory of sites identified in the housing element to be insufficient to meet its remaining unmet share of the regional housing need for lower and moderate-income households."

On February 25, 2025, the City Council approved Resolution No. 2025-47 allocating $2,000,000 to the Placer Land Trust (PLT) to help Jessup University as the property owner, and PLT as a conservation easement co-holder, purchase and conserve, by private conservation easement, approximately 402 acres of a project that was zoned and approved for above moderate residential development known as “Clover Valley Lakes.”

The conservation easement was recorded on March 28, 2025, and then an Amended and Restated conservation easement was recorded on June 25, 2025, and the easement permanently prohibits the construction of residences (and other development) within the easement area.

Although the City did directly rezone the property covered by the conservation easement, the City’s act of contributing funds toward the purchase and conservation effort, which resulted in the loss of development potential for 197 above moderate residential units, triggers the No Net Loss law.

Under the No Net Loss Law, if the City reduces the density on a particular parcel when the remaining sites would be inadequate to accommodate the jurisdiction’s share of the regional housing need, it must identify other sites with *equal or greater density* so that there is no net loss in capacity. Govt C §65863(c)(1). If the remaining sites are not adequate, the city must, within 180 days, “identify and make available” other sites to accommodate the regional need by income level. Govt C §65863(c)(2).

In order to comply with the No Net Loss Law, the City has identified sites that may be developed with 197 or more above moderate units as part of this General Plan Amendment and Rezone effort.

Environmental Determination:
An Environmental Impact Report for the 2012 City of Rocklin General Plan was approved by the City Council via Resolution No. 2012-170. Implementation of Program 10 does not trigger the need for supplemental or subsequent environment review pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines. In accordance with Section 15164 of the Guidelines, an Addendum to the City’s General Plan EIR has been prepared to document that no additional review or analysis is needed.

The 2021-2029 Housing Element Program 10 – Inventory of Alternative Sites for Housing/Rezone Implementation project does not trigger the need for supplemental or subsequent review under Section 15162 of California Environmental Quality Act ("CEQA") Guidelines, and pursuant to Section 15164 of the State CEQA Guidelines, an EIR Addendum has been prepared to document that no additional review or analysis is needed.

The EIR Addendum determined that the proposed 2021-2029 Housing Element Program 10 – Alternative Sites for Housing/Rezone Implementation project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects due to substantial project changes or a substantial change in circumstances. Furthermore, no new information is available that would indicate: (1) that the 2021-2029 Housing Element Program 10 – Alternative Sites for Housing/Rezone Implementation project would have one or more significant effects not discussed in the previous EIR; (2) that significant effects previously examined would be substantially more severe than shown in the previous EIR; (3) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible; or (4) that mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment and that the project proponents have declined to adopt the mitigation measure or alternative. Therefore, an Addendum was prepared to comply with CEQA.

Section 15164(d) of the CEQA Guidelines requires that the decision-making body shall consider the addendum with the Final EIR prior to deciding on the Project. Therefore, the General Plan Final EIR can be found at the following link: https://www.rocklin.ca.us/post/draft-general-plan-update-environmental-impact-report-0

Any proposed future development of the project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary.

Further, on June 30, 2025, California Gov. Gavin Newsom signed into law budget trailer bills AB 130 and SB 131, which took effect immediately. Together, these bills create multiple new California Environmental Quality Act (CEQA) exemptions to streamline the approval of a variety of projects. Among these, Section 21080.085(a)provides a CEQA exemption specifically for a Housing Element land use change/rezone, if the change implements the schedule of actions contained in an approved housing element. The proposed project is consistent with this exemption, in that it is proposed to implement the goals and policies of the 2021-2029 Housing Element Program 10 of the General Plan; therefore, the activity would not be subject to CEQA.

General Plan and Zoning Consistency:
The application of the Residential Minimum Density Overlay Zone and the General Plan Amendments to specific parcels brings the General Plan land use designations and

zoning into conformance with the adopted 2021-2029 Housing Element of the General Plan.

Public Correspondence:
The City mailed written notices to all owners of parcels included on the proposed housing sites list, as well as to all property owners located within 600 feet of any of the sites. Following this mailing, staff received several public comments, which have been compiled into a single document and included as **Attachment 3**.

One of the comments came from JMC Homes, the property owner of Site 1-21 (APN 010-191-004). In their letter, they opposed the proposed change in land use and requested that their site be removed from consideration. The letter outlined several site-specific challenges that could hinder high-density development, including ingress/egress constraints, potential incompatibility with adjacent single-family neighborhoods, and parking limitations.

It's important to note that removing this site from the list would reduce the City's moderate-income housing inventory by 3.17 acres (or 48 units). Given the limited number of qualifying sites available for moderate-income housing, and given that this property is owned by a home builder, the Planning Commission and staff recommended that Site 1-21 remain on the list.

In addition, staff received numerous public comments regarding other sites, including:

- Site 1-13 (APN 378-020-006; previously-discussed Sierra Wilds site)
- Site 1-18 (APN 045-011-001 at the end of Argonaut Avenue)
- Site 1-19 (APNs 045-011-012 and 045-011-017, located between Delmar Avenue and Jaybird Place)

As previously discussed, many of these comments expressed concerns about the potential impacts of future development in these areas. Because Rocklin is nearing full buildout, the City has very few vacant or underutilized parcels left that meet the State's criteria. This reality significantly limits the City's flexibility in meeting its RHNA obligations. However, it's important to clarify that this process does not propose or approve any specific development projects. Nor does it obligate any property owner to sell or develop their land, and existing uses can continue indefinitely.

The current effort is focused solely on updating zoning and land use designations to ensure the City can accommodate the number of housing units assigned by the State. Should development be proposed on any of these sites in the future, it would be subject to all applicable regulations, as well as the standard public review and notification process, providing opportunities for further input and discussion.

HOUSING ELEMENT SITES FOR GENERAL PLAN AMENDMENTS AND/OR REZONES

ALTERNATIVE SITES TO ACCOMMODATE THE LOWER INCOME RHNA										
Site #	**APN**	**Location**	**Total Acreage**	**Assumed Acreage**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay Zoning**	**Assumed Density**	**Assumed Units**
1-1	010-040-025-000	Behind Peter Hill Heritage Park	2.65	2.65	MDR/MU	HDR	R1-5/C-2	RMDO R24+	30	80
1-2	010-040-038-000	Along Front St and Railroad Av	16.96	1.80	MU	HDR	C-2	RMDO R24+	30	54
1-3	010-210-002-000	5476 Front St	2.07	2.18	MU	HDR	R1-6/H-D	RMDO R24+	30	65
	010-210-007-000	Part of 5476 Front St	0.11				H-D			
1-4	010-210-013-000	5420 Front St	0.59	1.98	MU	HDR	H-D	RMDO R24+	30	59
	010-210-020-000	5450 Front St	0.99							
	010-210-021-000	Behind 5450 Front St	0.14		MDR		R1-6			
	010-210-022-000	Behind 5450 Front St	0.26							
1-5	010-260-002-000	5465 Ruhkala Rd	3.02	3.02	MDR	HDR	RD-4	RMDO R24+	30	91
1-6	010-260-011-000	5555 Ruhkala Rd	0.93	0.93	MDR	HDR	RD-8	RMDO R24+	30	28
1-7	010-260-046-000	5515 Ruhkala Rd	0.93	0.93	MDR	HDR	RD-8	RMDO R24+	30	28
1-8	017-172-014-000	801 University Av	11.90	11.70	HDR	-	PD-20	-	-	288

HOUSING ELEMENT SITES FOR GENERAL PLAN AMENDMENTS AND/OR REZONES

ALTERNATIVE SITES TO ACCOMMODATE THE LOWER INCOME RHNA

Site #	APN	Location	Total Acreage	Assumed Acreage	Existing GP	Proposed GP	Existing Zoning	Proposed Overlay Zoning	Assumed Density	Assumed Units
1-9	045-031-013-000	4455 Circuit Ct	1.14	2.36	MDR	HDR	R1-6	RMDO R24+	30	71
	045-031-014-000	4465 Circuit Ct	1.26							
1-10	045-053-039-000	South of Schriber Wy and Lakepointe	6.62	3.50	MDR/R-C	HDR	R1-12.5/OA	RMDO R24+	30	105
	045-053-044-000		2.50				PD-OA			
1-11	045-090-062-000	Flag lot on Grove at Cedar	1.16	1.16	MDR	HDR	PD-4.5	RMDO R24+	30	35
1-12	045-120-029-000	5520 China Garden Rd	1.03	1.72	MDR	HDR	R1-10	RMDO R24+	30	52
	045-161-007-000	N terminus of Ambassador Dr	0.69		MDHR		PD-14			
1-13	378-020-006-000	1800 Wildcat Bl	6.34	4.60	BP/COM/LI	MU	PD-BP/CP/LI	RMDO MU24+	15	69
1-14	045-120-028-000	5705 Keller Ct	2.10	1.50	MDR	HDR	R1-10	RMDO R24+	30	45
1-15	010-025-001-000	4600 Third St	1.60	1.82	RC	HDR	UN	RMDO R24+	30	55
	010-026-001-000		0.22							
	Total Proposed for Lower			**41.85**	**acres**					**1,124** **units**

HOUSING ELEMENT SITES FOR GENERAL PLAN AMENDMENTS AND/OR REZONES

ALTERNATIVE SITES TO ACCOMMODATE THE LOWER INCOME RHNA										
Site #	**APN**	**Location**	**Total Acreage**	**Assumed Acreage**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay Zoning**	**Assumed Density**	**Assumed Units**
ALTERNATIVE SITES TO ACCOMMODATE THE MODERATE INCOME RHNA										
1-16	010-010-016-000	North Corner of Midas and Pacific	1.28	6.56	MU	HDR	PD-33	RMDO R24+	30	197
	010-010-017-000		2.92							
	010-010-028-000		1.77							
	010-010-029-000		0.34							
	010-040-040-000		0.25							
1-17	017-276-005-000	W Side of University Ave /Adjacent to SR 65	12.74	12.74	RC	HDR	UN	RMDO R24+	30	382
	017-276-006-000				MDR		PD-4.5			
1-18	045-011-001-000	4099 Yankee Hill Rd	9.62	9.62	LDR	HDR	RA-5	RMDO R24+	30	289
1-19	045-011-012-000	East of the terminus of Jaybird Place	2.70	2.60	LDR/MU	HDR	RA-10	RMDO R24+	30	78
	045-011-017-000	West of Delmar Ave at City Limits	10.30	6.40	MU/R-C		RA-10/OA			192
1-20	045-150-070-000	College Park	13.20	10	HDR	MU	PD-15.5	RMDO MU24+	15	150
1-21	010-191-004-000	W of train at Willard Way	3.17	3.17	MDR	MU	PD-R	RMDO MU24+	15	48

HOUSING ELEMENT SITES FOR GENERAL PLAN AMENDMENTS AND/OR REZONES

ALTERNATIVE SITES TO ACCOMMODATE THE LOWER INCOME RHNA

Site #	APN	Location	Total Acreage	Assumed Acreage	Existing GP	Proposed GP	Existing Zoning	Proposed Overlay Zoning	Assumed Density	Assumed Units
1-22	045-061-027-000	North East of Lily Pad Ct	2.97	2.97	LDR	MU	R1-12.5	RMDO MU24+	15	45
	Total Proposed for Moderate			**54.06**	**acres**					**1,380** **units**
	TOTAL PROPOSED			**95.91**	**ACRES**					**2,503** **UNITS**

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

April 8, 2025

David Mohlenbrok, Community Development Director
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Dear David Mohlenbrok:

RE: 1800 Wildcat Boulevard, Rocklin – Letter of Technical Assistance

The California Department of Housing and Community Development (HCD) received a request for technical assistance regarding the Housing Accountability Act (HAA)[1] in connection to a 118-unit, 100-percent affordable housing development project located at 1800 Wildcat Boulevard (Project) in the City of Rocklin (City).

The question raised and addressed in this letter is: **Under the HAA, can the City require a specific quantity or percentage of commercial use in the Project where the underlying land use conditionally permits "multi-family (integrated with commercial)," but does not define the term "integrated with"?**

Background

HCD understands that the applicant submitted a preliminary application[2] for the Project on November 25, 2024, which described a predominately residential project with approximately 2,000 square feet of area dedicated for commercial use. On December 20, 2024, the City issued a courtesy response letter stating that the Project as proposed (with the proposed commercial use) would be inconsistent with the site's general plan, specific plan, and zoning designations. To address the issue, the City instructed the applicant to either increase the commercial use in the Project or apply for a general plan amendment.

Ambiguity in the City's applicable land use documents

The crux of the issue is that the applicable land use regulations for the site (and hence, for the Project) do not contain an objective standard for the quantity of commercial use in a project of this sort. The site's general plan designation is Business Professional/ Commercial/Light Industrial (BP/Comm/LI). The site is located within the Stanford Ranch General Development Plan (GDP), which functions as a specific plan area. The purpose of the BP/Comm/LI general plan designation is "[t]o preserve flexibility in the marketing and development process by making land available for a variety of

[1] Gov. Code, § 65589.5.
[2] Gov. Code, § 65941.1.

business/professional office and retail commercial development."[3] The general plan references broad uses such as professional office, "compatible commercial," quasi-public, and light industrial. It does not reference residential uses, but it provides that, "[t]he use of innovative development and planning techniques to promote flexibility in land use is encouraged."

Through communication with City staff, HCD understands that the zoning for the site is also called Business Professional/Commercial/Light Industrial (BP/Comm/LI), which is a Planned Development (PD) zoning district within the Stanford Ranch GDP. The Stanford Ranch GDP, originally adopted in the mid-1980s, was amended by Ordinance No. 752 in 1997. This ordinance established the BP/Comm/LI Planned Development zoning that would implement the general plan by establishing the specific land uses and development standards that are consistent with the objective of the BP/Comm/LI designation noted above.[4] In relevant part, the list of land uses in the GDP indicates that "multi-family (integrated with commercial)" is a conditionally permitted use.[5]

Unfortunately, neither the Stanford Ranch GDP nor the associated PD zoning elaborate on the meaning of "integrated with," and this ambiguity is the basis for the disagreement between the applicant and the City regarding what is required for consistency. The HAA is instructive about how local governments must treat these types of ambiguities, as discussed below.

Objective Standards and the HAA

The HAA provides that a "housing development project," that meets all objective standards (except those lawfully modified via State Density Bonus Law[6] concessions and waivers) may only be denied or approved at a lower density if the City makes written findings, supported by a preponderance of evidence on the record, that (1) a specific, adverse impact upon the public health or safety would result and (2) mitigation of the adverse impact is not possible.[7]

The HAA defines "objective" as: "Until January 1, 2030, "objective" means involving no personal or subjective judgment by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official."[8]

---

[3] City of Rocklin General Plan, Table 4-2 (page 4A-12): Rocklin General Plan Land Use Element
[4] Stanford Ranch General Development Plan (page 78 of the PDF): Stanford Ranch General Development Plan
[5] Stanford Ranch General Development Plan (page 81 of the PDF): Stanford Ranch General Development Plan
[6] Gov. Code, § 65915.
[7] Gov. Code, § 65589.5, subd. (j). Note that the HAA includes additional protections for affordable housing developments, however, those are not addressed in this letter.
[8] Gov. Code, § 65589.5, subd. (h)(9).

The term “integrated with” does not meet this definition of objective, as its meaning can be reasonably interpreted in different ways. The City can only require the applicant to comply with the objective components of the land use standard: “multifamily” and “commercial.” The City may also refer to prior HCD technical assistance that elaborates on this topic of objective and non-objective (i.e., subjective) standards.[9]

As a result, the City cannot require the applicant to increase the quantity of commercial use in the project to meet a subjective requirement that multifamily is “integrated with” commercial. The City similarly cannot require that the applicant propose a general plan amendment – entailing a discretionary, legislative decision – to resolve this issue on the basis that the project does not comply with this subjective standard.

Conclusion

HCD recognizes that the general plan designation for the site envisions commercial and light industrial uses and was adopted decades ago. Current state housing laws impose limitations to the implementation of standards or policies that are not objective. Given the limited amount of commercial in the applicant’s proposal, even absent a definition of “integrated with,” the City’s hesitancy is understandable. Even so, as the City is aware, the state’s housing laws have been continually strengthened to address the dire need for affordable housing across all income levels throughout the state. To that end, the intent of these provisions of the HAA is that developers are given certainty in what standards, conditions, and policies apply to their project and specifically how those standards can be met.

HCD remains committed to supporting the City of Rocklin in facilitating housing at all income levels and hopes the City finds this clarification helpful. If you have questions or need additional information, please contact Lisa Frank at Lisa.Frank@hcd.ca.gov.

Sincerely,



Shannan West
Housing Accountability Unit Chief

[9] HCD letter of technical assistance to City of Mill Valley, found at: https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/HAU/mill-valley-TA-110222.pdf.

ATTACHMENT 3
Public Correspondence

Comments Received Prior to Planning Commission

1) **From:** Katie Clouse <katie@placerroasting.com>

Dear Rocklin Planning Commission,

I am a longtime Rocklin resident, home owner, and Rocklin business owner. I am writing to express my strong opposition to the proposed zoning change and development of a large apartment complex behind my home at 1607 Redmond Drive, Rocklin.
As a directly adjacent homeowner, I have significant concerns regarding the impact this project would have on my property and the surrounding neighborhood. The proposed development would:

- Dramatically **increase traffic and congestion** on nearby residential streets. This immediate area is already impacted by Maria Montessori Academy at this location. The addition of 120+ apartments will make traffic and congestion excessing and disruptive for the community.
- Result in the **loss of valuable green space** currently enjoyed by the community.
- Introduce **high-density housing** that is inconsistent with the character of the surrounding single-family neighborhood.
- Likely have a **negative impact on my property value**, especially given the scale and proximity of the proposed buildings.

My home **backs directly up to the proposed site**, and this development would place a multi-story apartment complex **overlooking my backyard and living spaces**. Had this zoning been in place when I purchased my home, I would not have moved forward with the purchase.
I respectfully request that the Commission consider the significant, long-term impact on existing homeowners and deny the proposed zoning change. This area was not designed to accommodate this level of density, and doing so would irreparably alter the character and livability of our neighborhood. Thank you for your time and consideration.
Sincerely,
Katie Clouse
1607 Redmond Drive
Rocklin, CA 95765
203.807.1141
Katie@PlacerRoasting.com

2) **From:** Steven Eckelberger <s.eckelberger@yahoo.com>

Dear Council Member,

I am writing as a parent of a child who attends Maria Montessori Charter Academy at 1850 Wildcat Blvd, Rocklin, CA 95765. I have become aware of a plan for an apartment building intended for the address 1800 Wildcat Boulevard, Rocklin, CA 95765 which is directly next to our school.

I am writing with the hope that my voice will be heard, and this project will not be approved. We parents and staff members have many concerns regarding the safety of our children, as well as other concerns that will impact them greatly.
Safety:
· The vacant church lot's elevation is already about 10 feet higher than our existing school site; second and third story neighboring apartments would have full overhead views of our entire campus.
· For our students that walk or ride their scooters/bicycles to school, this project would impact their 'Safe Route to School', as required for California public schools. It would also impact student/parent access to the church parking lot.
Increased maintenance costs:
· Most likely our school site would become the de facto playground of the apartment complex during non-school hours, which will create additional wear and tear on our equipment, as well as increased costs associated with vandalism.
Physical impact on school operations, including:
· The loss of our beloved garden.
· Relocating our Cool Box storage units will be inconvenient for our staff and create excess costs for M.M.C.A.
Traffic:
· The impact of 120 apartments on traffic, particularly during our drop-off and pick-up times.

These are only some of our many concerns regarding having an apartment built right next to our school. Please hear us and help us keep our children safe and our school thriving!

Sincerely,
Steven Eckelberger

3) **From:** anonymous LGBT <anonymoushatereport@outlook.com>

I am being asked to send a form letter in opposition of the new development by the school. So I'm going to send it on to you on my main email for the sake of peace between spouses... But I can't in good conscience pretend I'm against this housing development. Therefore, I am sending an email opposing the opposition form letter using a burner email address that I have used to warn my own company about a coworker's hate speech (just to explain the email address name).

To address the points made in that form letter, yes low income housing does tend to centralize crime. However, I believe in much more than my immediate community, the crime that follows low income housing is almost exclusively driven by poverty. With the reduction of rent for impoverished families, total crime numbers fall, which benefits us as well as neighboring communities. It would definitely put a lot of minds at ease if some sort of "shade structure" was erected to block the view of the school yard from the apartment complex. It is expensive, however, I find that could be a very strong point of compromise for opponents of this building plan. In the very least, there needs to be a strong emphasis on surveillance from the school yard on the 2nd and 3rd floor windows to make sure that inappropriate behavior is not taking place.

there are thousands of elementary and preschools in the US in heavily populated areas, and they're perfectly safe as long as there are adequate members of a crossing guard organization.

the school can be completely locked off from outsiders, it does not have to be a de facto playground for the apartment complex, i don't know the details of the apartment complex, they may even have their own playground.

The loss of a garden is tragic, and it is unfortunate that the "cool box storage units" will have to be relocated. I would say that that's quite a reasonable sacrifice to allow 120 families to not have to choose between rent and feeding their children... a garden is ultimately a luxury for a school. Refusing to build affordable housing for impoverished human beings because of the loss of a garden is quite... inappropriate.

I definitely understand the concern of parents, but it's ultimately good for the city, county, state, and country as a whole for people to get access to more affordable housing. If these concerned parents wanted a real solution, they should band together to fight the false scarcity being generated by real estate giants.

4) From: Amy Tudevdorj <enkhuush158@yahoo.com>

Dear Council Member,

I am writing as a parent of a child who attends Maria Montessori Charter Academy at 1850 Wildcat Blvd, Rocklin, CA 95765. I have become aware of a plan for an apartment building intended for the address 1800 Wildcat Boulevard, Rocklin, CA 95765 which is directly next to our school.

I am writing with the hope that my voice will be heard, and this project will not be approved. We parents and staff members have many concerns regarding the safety of our children, as well as other concerns that will impact them greatly.

Safety:

• The vacant church lot’s elevation is already about 10 feet higher than our existing school site; second and third story neighboring apartments would have full overhead views of our entire campus.

• For our students that walk or ride their scooters/bicycles to school, this project would impact their ‘Safe Route to School’, as required for California public schools. It would also impact student/parent access to the church parking lot.

Increased maintenance costs:

• Most likely our school site would become the de facto playground of the apartment complex during non-school hours, which will create additional wear and tear on our equipment, as well as increased costs associated with vandalism.

Physical impact on school operations, including:

• The loss of our beloved garden.

• Relocating our Cool Box storage units will be inconvenient for our staff and create excess costs for M.M.C.A.

Traffic:

• The impact of 120 apartments on traffic, particularly during our drop-off and pick-up times.

These are only some of our many concerns regarding having an apartment built right next to our school. Please hear us and help us keep our children safe and our school thriving!

5) **From:** Cameron <camerongoetz0324@gmail.com>

Dear Council Member,

I am writing as a parent of a child who attends Maria Montessori Charter Academy at 1850 Wildcat Blvd, Rocklin, CA 95765. I have become aware of a plan for an apartment building intended for the address 1800 Wildcat Boulevard, Rocklin, CA 95765 which is directly next to our school.
I am writing with the hope that my voice will be heard, and this project will not be approved. We parents and staff members have many concerns regarding the safety of our children, as well as other concerns that will impact them greatly.
Safety:
· The vacant church lot's elevation is already about 10 feet higher than our existing school site; second and third story neighboring apartments would have full overhead views of our entire campus.
· For our students that walk or ride their scooters/bicycles to school, this project would impact their 'Safe Route to School', as required for California public schools. It would also impact student/parent access to the church parking lot.
Increased maintenance costs:
· Most likely our school site would become the de facto playground of the apartment complex during non-school hours, which will create additional wear and tear on our equipment, as well as increased costs associated with vandalism.
Physical impact on school operations, including:
· The loss of our beloved garden.
· Relocating our Cool Box storage units will be inconvenient for our staff and create excess costs for M.M.C.A.
Traffic:
· The impact of 120 apartments on traffic, particularly during our drop-off and pick-up times.

These are only some of our many concerns regarding having an apartment built right next to our school. Please hear us and help us keep our children safe and our school thriving!

Sincerely,
Cameron Goetz

6) **From:** Sarabjot Kohli <sarabkohli29@gmail.com>

Dear Council Member,

I am writing as a parent of a child who attends Maria Montessori Charter Academy at 1850 Wildcat Blvd, Rocklin, CA 95765. I have become aware of a plan for an apartment building intended for the address 1800 Wildcat Boulevard, Rocklin, CA 95765 which is directly next to our school.

I am writing with the hope that my voice will be heard, and this project will not be approved. We parents and staff members have many concerns regarding the safety of our children, as well as other concerns that will impact them greatly.

Safety:

• The vacant church lot's elevation is already about 10 feet higher than our existing school site; second and third story neighboring apartments would have full overhead views of our entire campus.

• For our students that walk or ride their scooters/bicycles to school, this project would impact their 'Safe Route to School', as required for California public schools. It would also impact student/parent access to the church parking lot.

Increased maintenance costs:

• Most likely our school site would become the de facto playground of the apartment complex during non-school hours, which will create additional wear and tear on our equipment, as well as increased costs associated with vandalism.

Physical impact on school operations, including:

• The loss of our beloved garden.

• Relocating our Cool Box storage units will be inconvenient for our staff and create excess costs for M.M.C.A.

Traffic:

• The impact of 120 apartments on traffic, particularly during our drop-off and pick-up times.

These are only some of our many concerns regarding having an apartment built right next to our school. Please hear us and help us keep our children safe and our school thriving!

7) **From:** Sarah Del Buono <smharger99@gmail.com>

Dear Council Members,
I am writing as a parent of two children who attend Maria Montessori Charter Academy at 1850 Wildcat Blvd, Rocklin, CA 95765. I have become aware of a plan for an apartment building intended for the address 1800 Wildcat Boulevard, Rocklin, CA 95765 which is directly next to our school.
I am writing with the hope that my voice will be heard, and this project will not be approved. We parents have many concerns regarding the safety of our children, as well as other concerns that will impact them greatly.
Safety:
• The vacant church lot's elevation is already about 10 feet higher than our existing school site; second and third story neighboring apartments would have full overhead views of our entire campus.
• For our students that walk or ride their scooters/bicycles to school, this project would impact their 'Safe Route to School', as required for California public schools. It would also impact student/parent access to the church parking lot.

Increased maintenance costs:
• Most likely our school site would become the de facto playground of the apartment complex during non-school hours, which will create additional wear and tear on our equipment, as well as increased costs associated with vandalism.
Physical impact on school operations, including:
• The loss of our beloved garden.
• Relocating our Cool Box storage units will be inconvenient for our staff and create excess costs for M.M.C.A.
Traffic:
• The impact of 120 apartments on traffic, particularly during our drop-off and pick-up times.
These are only some of our many concerns regarding having an apartment built right next to our school. Please hear us and help us keep our children safe and our school thriving!
Sincerely,
Sarah Del Buono and Family

8) **From:** Stefanie Baldonade <sbaldonade@mmcharter.org>

Dear Council Member,

I am writing as a teacher of Maria Montessori Charter Academy at 1850 Wildcat Blvd, Rocklin, CA 95765. I have become aware of a plan for an apartment building intended for the address 1800 Wildcat Boulevard, Rocklin, CA 95765 which is directly next to our school.

I am writing with the hope that my voice will be heard, and this project will not be approved. Parents and staff members have many concerns regarding the safety of our children, as well as other concerns that will impact them greatly.

Safety:

• The vacant church lot's elevation is already about 10 feet higher than our existing school site; second and third story neighboring apartments would have full overhead views of our entire campus.

• For our students that walk or ride their scooters/bicycles to school, this project would impact their 'Safe Route to School', as required for California public schools. It would also impact student/parent access to the church parking lot.

Increased maintenance costs:

• Most likely our school site would become the de facto playground of the apartment complex during non-school hours, which will create additional wear and tear on our equipment, as well as increased costs associated with vandalism.

Physical impact on school operations, including:

• The loss of our beloved garden.

• Relocating our Cool Box storage units will be inconvenient for our staff and create excess costs for M.M.C.A.

Traffic:

• The impact of 120 apartments on traffic, particularly during our drop-off and pick-up times.

These are only some of our many concerns regarding having an apartment built right next to our school. Please hear us and help us keep our children safe and our school thriving!

Stefanie Baldonade

9) **From:** Kids O'Connor <oconnorkids19@gmail.com>

Dear Council Member,

I am writing as a parent of a child who attends Maria Montessori Charter Academy at 1850 Wildcat Blvd, Rocklin, CA 95765. I have become aware of a plan for an apartment building intended for the address 1800 Wildcat Boulevard, Rocklin, CA 95765 which is directly next to our school.
I am writing with the hope that my voice will be heard, and this project will not be approved. We parents and staff members have many concerns regarding the safety of our children, as well as other concerns that will impact them greatly.
Safety:
· The vacant church lot's elevation is already about 10 feet higher than our existing school site; second and third story neighboring apartments would have full overhead views of our entire campus.
· For our students that walk or ride their scooters/bicycles to school, this project would impact their 'Safe Route to School', as required for California public schools. It would also impact student/parent access to the church parking lot.
Increased maintenance costs:
· Most likely our school site would become the de facto playground of the apartment complex during non-school hours, which will create additional wear and tear on our equipment, as well as increased costs associated with vandalism.
Physical impact on school operations, including:
· The loss of our beloved garden.
· Relocating our Cool Box storage units will be inconvenient for our staff and create excess costs for M.M.C.A.
Traffic:
· The impact of 120 apartments on traffic, particularly during our drop-off and pick-up times.

These are only some of our many concerns regarding having an apartment built right next to our school. Please hear us and help us keep our children safe and our school thriving!

Sincerely,
Kate Livengood (parent of a son in Purple Room and a daughter who can't wait to start next year!)

10) **From:** Brandi LaRoux <brandazzlefabulous@gmail.com>

Dear Council Member,

I am writing as a parent of a child who attends Maria Montessori Charter Academy at 1850 Wildcat Blvd, Rocklin, CA 95765. I have become aware of a plan for an apartment building

intended for the address 1800 Wildcat Boulevard, Rocklin, CA 95765 which is directly next to our school.

I am writing with the hope that my voice will be heard, and this project will not be approved. We parents and staff members have many concerns regarding the safety of our children, as well as other concerns that will impact them greatly.

Safety:

• The vacant church lot's elevation is already about 10 feet higher than our existing school site; second and third story neighboring apartments would have full overhead views of our entire campus.

• For our students that walk or ride their scooters/bicycles to school, this project would impact their 'Safe Route to School', as required for California public schools. It would also impact student/parent access to the church parking lot.

Increased maintenance costs:

• Most likely our school site would become the de facto playground of the apartment complex during non-school hours, which will create additional wear and tear on our equipment, as well as increased costs associated with vandalism.

Physical impact on school operations, including:

• The loss of our beloved garden.

• Relocating our Cool Box storage units will be inconvenient for our staff and create excess costs for M.M.C.A.

Traffic:

• The impact of 120 apartments on traffic, particularly during our drop-off and pick-up times.

These are only some of our many concerns regarding having an apartment built right next to our school. Please hear us and help us keep our children safe and our school thriving!

11) Brandi & David LaRoux
From: Jennifer Collins <JenniferCollins@placer.ca.gov>

Good evening,

I am writing as a parent of an eight-year old child who attends third grade at Maria Montessori Charter Academy at 1850 Wildcat Blvd, Rocklin, CA 95765. I am also a proud volunteer and substitute teacher. I volunteer several hundred hours each year and occasionally substitute teach on Fridays to spend more time with my son at school and to help the team of lovely people who give their best to the children on a daily basis. They have created a special and loving environment which should be cherished and retained.

I have become aware of a plan for an apartment building intended for the address 1800 Wildcat Boulevard, Rocklin, CA 95765 which is directly next to our school even sharing the same

parking lot and space. I am writing with hope that you will reconsider this terrible idea and cancel the project. I understand the need for low-income housing and would even suggest perhaps putting in on the other side of the property further away from the school or on the other side of the park or next to the new medical facility going in at Wildcat/Stanford Ranch. We parents have many concerns regarding the safety of our children, as well as other concerns that will impact them greatly.

*I am a Garden Committee member and have participated in the garden docent program and fundraising since my son began attending the school. The garden is one of the main reasons I chose the school in the first place because I loved the idea of the children learning outside in nature and learning to garden. Few skills could be more important. The loss of the garden would be devastating, and for what? More apartments? The garden facebook page can be found here so you can see details of how special it is and what a tragedy it would be to lose it. https://www.facebook.com/MMCAGarden?mibextid=wwXIfr

Concerns:
Safety:

• The vacant church lot's elevation is already about 10 feet higher than our existing school site; second and third story neighboring apartments would have full overhead views of our entire campus.

• For our students that walk or ride their scooters/bicycles to school, this project would impact their 'Safe Route to School', as required for California public schools. It would also impact student/parent access to the church parking lot.

Increased maintenance costs:

• Most likely our school site would become the de facto playground of the apartment complex during non-school hours, which will create additional wear and tear on our equipment, as well as increased costs associated with vandalism.

Physical impact on school operations, including:

• The unacceptable loss of our beloved garden.

• Relocating our Cool Box storage units will be inconvenient for our staff and create excess costs for M.M.C.A.

Traffic:

• The impact of 120 apartments on traffic, particularly during our drop-off and pick-up times.

These are only some of our many concerns regarding having an apartment built right next to our school. Please hear us and help us keep our children safe and our school thriving!

I would be most willing to attend any council meetings and speak on the topic if it goes to council.

Thank you for your time,
Jennifer Collins

Jennifer Collins
3635 Argonaut Ave
Rocklin, California 95677

12) From: Jessica King <jessicka.king@gmail.com>

Dear Congressman Kevin Kiley,
I am writing as a concerned resident to express my strong opposition to the proposed rezoning effort currently underway in the City of Rocklin, specifically concerning **Parcel Number 045-011-001-0000** and its impact on our community. My property is located at 3953 Argonaut Ave, and I am deeply concerned about the potential negative impacts this rezoning will have on our neighborhood. I believe this plan is not in the best interest of our city for several reasons, including:

- **Increased Traffic Congestion:** The current infrastructure on Argonaut and connecting streets is already struggling to handle existing traffic. Increased density from this rezoning will exacerbate congestion, making daily commutes and local travel unbearable for residents.
- **Strain on Public Services:** Our schools, parks, and emergency services are already operating at capacity. This rezoning will place an undue burden on these vital public services, diminishing their quality for all Rocklin residents.
- **Loss of Neighborhood Character/Green Space:** The proposed changes will fundamentally alter the quaint, slow paced, quiet and close to nature feel that makes our neighborhood desirable. This will negatively impact our quality of life and the aesthetic appeal of our community. The building of the Skyline Houses off of Argonaut has already drastically increased traffic.
- **Decreased Property Values:** I am concerned that the proposed rezoning will lead to a decrease in property values for homeowners in the affected areas due to increased density.
- **The ecological impact has already been great. Adding further housing and removing what the wildlife has left in our area will be detrimental to our environment and existing wildlife.**

I believe a more comprehensive and community-inclusive approach is needed before any rezoning decisions are made. I respectfully request that the Planning Commission:

- **Conduct further public outreach and workshops specific to this parcel and its impacts.** Many residents feel their voices have not been adequately heard throughout this process.
- **Commission an independent study on the infrastructure impact** (e.g., traffic, water, sewer capacity) resulting from this proposed rezoning. A thorough analysis is essential before proceeding.
- **Explore alternative development strategies that are more compatible with existing neighborhoods** and the current general plan for our city.

I am available to provide further input and would appreciate the opportunity to discuss my concerns in more detail. Thank you for your time and consideration of this critical matter. I look forward to your response and action on behalf of the residents of Rocklin.
Sincerely,
Jessica King
3953 Argonaut Ave. Rocklin, CA

13) From: Debbie Pettey dpettey5@yahoo.com

Dear Rocklin Planning Commissioners,

My name is Debbie Pettey, and I reside at 3933 Argonaut Avenue, Rocklin, CA in the Argonaut Avenue neighborhood. I am writing to vehemently oppose the proposed rezoning of Parcel Number 045-011-001-0000. This proposal represents an unacceptable threat to our community's well-being, and I respectfully request that it be completely moved out of our neighborhood.

We, the residents, firmly believe this development does not belong here. This is not about being anti-growth; it's about responsible, appropriate development that respects existing communities. This specific plan is ill-conceived and will have devastating consequences for our quality of life. The undeniable negative impacts of this rezoning are numerous and cannot be overlooked:

* Traffic Chaos Awaits: Our local streets are already struggling with existing traffic. Adding significant new density from this rezoning will unleash unmanageable gridlock, turning daily commutes and neighborhood access into a constant frustration. Our current infrastructure simply cannot absorb this impact.
* Public Services at Breaking Point: Rocklin's critical services—our schools and emergency response teams—are already stretched thin. This rezoning will push them beyond their limits, leading to a tangible decline in the quality and accessibility of essential services for all residents.
* Irreversible Neighborhood Destruction: The quiet, residential character and vital green spaces that define our neighborhood are under direct threat. This rezoning will permanently alter our community's identity, replacing the very qualities that make it desirable with overdevelopment that fundamentally clashes with our established environment.
* Crippling Property Values: The introduction of high-density development in our immediate vicinity will undoubtedly depress property values for homeowners throughout the affected areas. This represents a direct and unacceptable financial burden on residents' most significant investments.

We are not seeking compromises on this specific location. Our demand is clear: this particular rezoning must be removed entirely from consideration for our neighborhood. We urge the Planning Commission to:

* Halt This Plan Immediately: Cease all further consideration and planning for the rezoning of Parcel 045-011-001-0000.
* Prioritize Resident Voices: Conduct genuinely open and accessible public forums where community concerns are not just heard, but are given paramount importance in decision-making. Our input must drive this process, not external pressures.
* Relocate and Re-evaluate: Direct resources to identify and pursue development strategies that are compatible with Rocklin's General Plan and are situated in locations that do not degrade or overwhelm established residential communities.

As a voting constituent, I believe our elected officials, at all levels, have a responsibility to listen to and act on behalf of their community.I am prepared to provide further input and expect the opportunity for a detailed discussion on this critical matter. Thank you for your immediate attention and for choosing to act in the best interests of Rocklin residents and our vibrant neighborhoods.

Sincerely,
Debbie Pettey

3933 Argonaut Avenue, Rocklin, CA
dpettey5@yahoo.com

14) From: Andrea Jensen amjensen@sbcglobal.net

Dear Rocklin City Planners,
I am writing to express my strong opposition to the proposed rezoning effort currently underway in the City of Rocklin, specifically concerning **Parcel Number 045-011-001-0000**, surrounding parcels and its impact on our community. My property is located at 3946 Argonaut Avenue, Rocklin, CA 95677, and I am deeply concerned about the multiple negative impacts this rezoning will have on both my property as well as that of our neighborhood. (Please note that I am also disappointed that I heard about this Rocklin Planning Committee agenda item through social media and not from our City directly. We are only .3 miles from the proposed rezoning site and will be negatively impacted and should have been notified of the city plans to consider this area for rezoning.)
I urge you, the Planning Commission, to consider the significant concerns of myself and other local residents regarding this rezoning proposal that directly impacts **Parcel Number 045-011-001-0000** and the surrounding parcel areas. While I understand the city's need for more multi-unit dwellings and low-income housing, I believe this specific plan is flawed and not in the best interest of our neighborhood for several reasons, including these detrimental effects on:

- **Local Infrastructure and Traffic Congestion:** The current infrastructure in in our neighborhood is already struggling to handle existing traffic. Increased density from this rezoning will exacerbate congestion, making daily commutes and local travel unbearable for residents. We are already feeling the ill-effects of the new Toll Brothers Development in our neighborhood due to the increased number of vehicles on Argonaut Ave.
- **Strain on Public Services:** Our schools, parks, and emergency services are already operating at capacity. This rezoning will place an undue burden on these vital public services, diminishing their quality for all Rocklin residents.
- **Availability of Water:** We are already asked to reduce our water usage (and not just in times of drought). Where is the water for the proposed multi-dwelling units going to come from?
- **Loss of Neighborhood and Community Character/Green Space:** The proposed changes will fundamentally alter the quiet residential feel and amount of greenspace that makes our neighborhood desirable. This will negatively impact our quality of life and the aesthetic appeal of our community. We bought in this neighborhood due to its charm and safe feeling we have. The proposed rezoning will negatively impact the character of our neighborhood. It is a known fact that many low-income housing units have many residents that struggle with substance abuse (of course not all, but many). We currently have many neighbors with kids who can play outside (including our own grandkids) and whose parents do not be as concerned about neighbors who may try to influence their kids into the destructive nature of substance abuse. Many of us bought in this neighborhood for this very reason.
- **Decreased Property Values:** I am concerned that the proposed rezoning will lead to a decrease in property values for homeowners in the affected areas due to overdevelopment and increased density. We specifically bought in this neighborhood six years ago so understanding that the property would retain its value. With multi-dwelling units/low-income houses just .3 miles up the road from us, our property value WILL decrease. I worked hard for my money to invest in this property and have substantially invested more into our property to add to its value. Other cities with the character of Rocklin do not put multi-dwelling units/low-income housing next to properties of our

value so that the City can maintain its property tax income. This proposed rezoning does not make any sense for this area.

- **Environmental Impact on Nearby Waterways and Wildlife**: We have already seen the impact the Toll Brothers Development has had in our neighborhood. Wildlife has been impacted. I have seen deer on the neighborhood streets (not just in the fields, but on the actual paved streets). Skunks have moved into our backyards since they were displaced. Wild turkeys, fox, rodents, and other wild animals are more prevalent since not having all the area they used to have. Many of our neighbors have had severe water issues since the building of the Toll Brothers units as underground water tables moved/diverted with the changing of the geology. This has resulted in substantial costs to these neighbors in trying to divert the water that was never in the yards before but now threaten to damage their property.

I believe a more comprehensive and community-inclusive approach is needed before any rezoning decisions are made. I respectfully request that the Planning Commission:

- **Conduct further public outreach and workshops specific to this parcel and its impacts.** Many residents feel their voices have not been adequately heard throughout this process.
- **Commission an independent study on the infrastructure impact** (e.g., traffic, water, sewer capacity) resulting from this proposed rezoning. A thorough analysis is essential before proceeding.
- **Explore alternative development strategies that are more compatible with existing neighborhoods** and the current general plan for our city.

Thank you for your time and consideration of this critical matter. I look forward to your response and action on behalf of the residents of Rocklin.

Sincerely,
Andrea Jensen
3946 Argonaut Avenue
Rocklin, CA 95677
amjensen@sbcglobal.net

15) From: Eileen P adaa.eileen@gmail.com

I am writing to express my opposition to the proposed RHNA rezoning of Parcel Number 045-011-001-000 in the city of Rocklin, CA. I have serious concerns about this parcel and believe the city must take these into consideration now and not at a later time. Please enter this letter into the record for the meeting to be held on August 5, 2025.

1. **Public Safety Risks:** Should there be an emergency necessitating evacuation of the area, the residents could find themselves unable to escape due to limited egress options and including the possibility of a train blocking the roadways. There has been at least one train derailment and one train track fatality in Rocklin in recent years, both of which closed the tracks for a period of time. Additionally, with fuel lines running along the railroad tracks, the City is putting the nearby population at risk. Rezoning and developing denser housing will put potentially hundreds more people at risk. The City can, and should, be held accountable for knowingly doing so.
2. **Topographical Deficiencies:** This parcel has been evaluated by a local civil engineering firm which has determined that it is neither conducive to, nor cost-effective for, high-density residential design. The reasons include:

a. The slope of the land will require extensive fill to level it for HDR development.
b. Lift stations will be required for sewer and storm drainage because it will not “gravity drain.”

These two points will significantly increase the cost of [HDR] development on this parcel.

Additionally:
c. The triangular shape of the parcel will render significant portions of the site unusable, presuming the city will enforce buffer zones along the railroad tracks. Buildings in excess of three stories will likely need to be utilized on the smaller area of developable land in order to build 30 dwelling units per acre of HDR land. This goes against City policy and does not fit in with the adjacent neighborhoods.

3. **Insufficient Roadways:** The surrounding roads are not designed to handle vehicles for 270 additional dwelling units (assuming 30 units/acre and at least 1 vehicle per unit). The Midas-Argonaut area is presently struggling to handle existing traffic. Traffic is gridlocked at certain times of the day, particularly during the school year. Increased density from this rezoning will exacerbate congestion, making daily commutes and local travel unbearable for residents. Homeowners on these streets can paint a realistic picture for you as to what they are experiencing today.
4. **Insufficient Access to Necessary Services:** Residents in high-density, lower-cost housing should be within a reasonable distance of grocery stores, drug stores, schools, etc. There is NOTHING within a reasonable walking distance of this parcel, nor is there public transportation available within close walking distance.
5. **Strain on Public Services:** Our schools and first responder (police, fire) services are already operating at capacity. This rezoning and potential development will place an added burden on these vital public services, diminishing their quality for all Rocklin residents. The truth of the matter is that there is insufficient police presence today to enforce traffic violations, which have skyrocketed with recent developments in the area.

For these reasons, this particular parcel should no longer be considered or recommended for rezoning to HDR. I am available to provide further input should you be interested. Thank you for your time and consideration of this matter and thank you for serving the residents of Rocklin.
Sincerely,
Eileen Pietz
3779 lside Drive, Rocklin

16) From: Sharon Ludden sludden@sbcglobal.net

Hello,

We are Tim and Sharon Ludden, and have lived at 3759 Hillside Dr. for the last 28 years.

Our neighborhood is beautiful! We love living in our Mission Hills home, but unfortunately, the Skyline development has overburdened and harmed our street traffic and our peace of mind.

We were aghast to learn of the proposed Multi-Family development at the end of Argonaut. This would disrupt many more lives, with traffic, gridlock, noise, and potential crime.

We're still reeling from the Skyline development, which added over 200 more vehicles to an already congested area on Argonaut and Midas.

Many folks in Mission Hills are retired. This is our last stop, as it were. We do not look kindly on giving up our privacy, security, and comfort. This would be a tremendous burden and inconvenience.

Other areas in Rocklin are better suited for lower-income housing. Financially, this development would devalue our property values.

WE ARE THE PEOPLE. WE ARE AGAINST RE-ZONING.

Many thanks,

Tim and Sharon

17) From: mike-mary@wavecable.com

To whom it may concern,

We are Mike and Mary Pitcher at 4006 Argonaut Ave, Rocklin. We have lived here for thirty years. We are both retired senior citizens from professional backgrounds.
We are writing to you to contest re-zoning parcel number 045-011-001-0000 which identifies the land at the end of Argonaut Ave.
We feel strongly that a large multi-family complex at the end of Argonaut Ave. is wrong for our neighborhood. The reason that it is wrong is Argonaut and particularly Midas Ave. cannot handle increased traffic that would be generated by this project. The Skyline project has increased traffic already onto Argonaut Ave, and Midas. The Skyline project has now added cars to the traffic congestion and now has made it impossible with school and trains running.
In addition, this project would make, which is already a fire hazard into a disaster waiting to happen. This planned zoning would put our lives at severe risk. There is no way that residents, because of very limited egress, could get out to safety in a disaster or fire. Large number of residents could die.
This rezoning would severly decrease the value of our home with the increased traffic, parking, and noise.
We appreciate you taking our concerns very seriously when voting on this dangerous and unwanted re-zoning.
Mary Pitcher 916-778-8742, Mike Pitcher 916-759-6460

18) From: Marlene Haney marlenehaney@gmail.com

Marlene Haney
4095 Argonaut Avenue
Rocklin, CA 95677
(916) 276-1233
July 26, 2025

To Whom it May Concern:
I am writing to respectfully express my opposition to the proposed rezoning of **Parcel Number 045-011-001-0000**.
Together with our family, we live in the property directly adjacent to the property in question. My family and I chose to live in this neighborhood because of its peaceful, safe, and private character. We pay over **$18,000 annually in property taxes**, and part of what makes that investment worthwhile is the tranquility and security of living at the end of a quiet street.
Rezoning this parcel would significantly and negatively affect our community in the following ways:

1. **Increased Traffic & Safety Concerns:** There is only one ingress and egress for this street. Additional traffic would create congestion and pose safety risks for pedestrians, children, and residents.

2. **Noise & Crime:** Higher density or commercial use would inevitably bring more noise and potentially increase crime, disrupting the sense of safety we currently enjoy.
3. **Impact on Property Values:** Rezoning this parcel would likely reduce home values in our neighborhood, affecting families who have invested heavily to live here.
4. **Easement Concerns:** Our property shares an easement with this parcel, and any changes to its use would directly impact our access and quiet enjoyment of our property.

We respectfully ask that you **deny the rezoning request** and preserve the integrity of our neighborhood. Maintaining its current zoning protects not only our property values but also the quality of life that drew us here in the first place.
Thank you for your consideration of our concerns.
Sincerely,

Marlene Haney

19) From: L 4lindakillian@gmail.com

Dear Mr. Anderson:
As concerned Mission Hills homeowners, we urge the Rocklin Planning Commission to reconsider the proposed rezoning that directly impacts **Parcel Number 045-011-001-0000** and the surrounding single-family homeowners. We believe this rezoning is not in the best interest for our well-planned neighborhood of single-family homes for several reasons, including:

- **Fire and Police Access:** There is only one ingress/egress street, namely Argonaut Avenue, which has already been further taxed by the recently built 115 Skyline homes. This recent housing development has already added an additional 200+ vehicles to our neighborhood traffic. We believe sufficient fire and police access to be a huge safety concern for current residents and for the city of Rocklin.
- **Degradation of Current Neighborhood Character:** Introducing any type of multi-level, high-density apartment buildings to this quiet, well-planned, single-family neighborhood will terribly degrade the current atmosphere of the Mission Hills neighbor and this location is absolutely the wrong place to build anything other than similar, single-family homes.
- **City of Rocklin Criteria for "Affordable Housing Program", RHNA:** As stated on page 7-95 of the "City of Rocklin 2021-2029 Housing Element" report, dated August 2021, "...the City identified a set of objective criteria.... Criteria included avoiding locations that were largely adjacent to single-family land uses and [also needed to] consider sites that were in close proximity to arterials and transit routes, parks, services and places of employment." Certainly, this parcel at the end of Argonaut Avenue does NOT meet this criteria.
- **Increased Traffic Congestion:** The current infrastructure in Mission Hills/Argonaut Avenue neighborhood is already struggling to handle the existing traffic. Increased density from this rezoning will exacerbate congestion, making daily commutes and local travel most disagreeable for current, long-time residents. Additionally, the Midas Avenue thoroughfare route is also currently strained handling the current volume of vehicles. During the school year, as parents drive Rocklin children to and from local schools, Midas Avenue becomes extremely congested and at times presents public safety concerns to everyone in the area. Adding further vehicles to this thoroughfare makes no logical sense.
- **Strain on Public Services:** Our schools, parks, and emergency services are already operating at capacity. This rezoning will place an undue burden on these vital public services in this immediate area.

- **Loss of Neighborhood Character:** The proposed changes will fundamentally alter the quiet residential feel and safe walking/biking paths that currently make our very well-planned neighborhood desirable. This will negatively impact our quality of life and the aesthetic appeal of our community.
- **Decreased Property Values:** I am concerned that the proposed rezoning will lead to a decrease in property values for homeowners in the affected areas due to all of the above points.

We implore that you consider a more comprehensive and community-inclusive approach before any rezoning decisions are made. Respectfully, we request that the Planning Commission:

- **Pursue already approved, alternative development parcels** that are more compatible with existing neighborhoods and the current general plan for our city. Hasn't the city of Rocklin already designated over 100 acres for affordable housing in other areas of our city?

We strongly urge you to reconsider the zoning for this parcel **045-011-001-0000** and make it consistent with the current character of the Mission Hills neighborhood.

Sincerely,
Linda and Scott Killian
4606 Lemonhill Drive
Rocklin, CA 95677
4lindakillian@gmail.com

20) From: Susan Corrao susan.corrao@yahoo.com

Dear Board Members:

I am writing to all of you regarding the request by the property owner of **Parcel #045-011-001-0000** wherein the owner is requesting a rezoning of his property. I reside in the development that surrounds this property, specifically 3772 Sweetwater Dr. I understand that you have received prior emails regarding the surrounding property owners opposition to the rezoning of this piece of property so I won't provide you with a long email that outlines my opposition opinions. However, as a resident for **more than 40 years** at the indicated address I've seen many changes in the City, many of which I was opposed of and some that I agreed with. In this case, my opinion is that the City should DENY the rezoning request. The primary reason is TRAFFIC CONGESTION. With the addition of the Skyline Development there has been an immense increase in traffic along with an immense increase of disobeying of traffic laws. To add additional properties at this Parcel will make it more of a nightmare than it already is. Midas/Argonaut is already strained in the mornings and afternoon/evenings with both work and school traffic. To add hundreds of more vehicles to this traffic daily will make tempers flair further than they are now. The most important aspect of the traffic that concerns me is that there is only ONE WAY in and ONE WAY out. IF there is any type of catastrophe (fire, train derailment and/or explosion) I'm afraid that many lives will be in DANGER. PLEASE take my opinion into consideration when discussing the rezoning request. Thank you for your time and anticipated support to the citizen's of Rocklin.

Susan Corrao

21) From: Patti Gordon pattigordon6@gmail.com

Dear City Officials,

My name is Patricia Gordon, and I'm a long-time resident of the Mission Hills neighborhood. I'm writing to express my deep concern regarding the proposed rezoning of Parcel Number 045-011-001-0000 at the end of Argonaut.
Our neighborhood is already experiencing increased traffic from recent developments, and adding a large multi-family complex would severely overburden the single access road, strain emergency services, and drastically reduce the quality of life that makes this area so special.
Many of us, including seniors and original homeowners, chose to live here for the safety, peace, and community. Overcrowding, limited parking, and lack of nearby infrastructure for low-income families make this rezoning not only impractical but unfair to all involved.
Please prioritize thoughtful planning and preserve what makes our neighborhood a cherished place to live.
Sincerely,
Patricia A. Gordon

22) From: Patti Gordon pattigordon6@gmail.com

Dear City Officials,

I am writing as a concerned resident of Mission Hills to express my strong opposition to the proposed large multi-family complex at the end of Argonaut (Parcel Number 045-011-001-0000).

My family and I have chosen to make our home in this neighborhood because of its safety, tranquility, and well-maintained character. The proposed development threatens the very qualities that make Mission Hills such a desirable community.

My primary concerns include:

Traffic and Infrastructure: Our area has only one ingress/egress street, which is already strained by existing Skyline developments. Adding 270+ additional drivers/tenants would create dangerous congestion and limit emergency vehicle access.

Parking Crisis: The Planning Commission's minimal parking requirements (one space per unit) are completely inadequate when most households have two or more vehicles. This will flood our residential streets with parked cars, destroying the neighborhood's character.

Community Impact: Many of our neighbors are seniors and long-time residents who specifically chose this area for its peaceful environment. The increased noise, traffic, and congestion would significantly diminish their quality of life and property values.

Infrastructure Mismatch: Our area lacks the nearby infrastructure needed for low-income housing, with the closest grocery store 2.5 miles away and no public transportation access.

Rocklin has already designated over 100 acres for affordable housing in other, more suitable locations. Why compromise the integrity of an established neighborhood when better alternatives exist?

I urge you to reject this rezoning proposal and preserve the character of our community.

Thank you for your consideration.

Sincerely,

Patti Gordon
3938 Argonaut Ave

23) From: Steve Kohlbacher connplayer@gmail.com

Dear City Planners,

I am writing to express my concerns regarding the proposed rezoning of parcel number 045-011-001-0000, located at the end of Argonaut Avenue. As a resident of Rocklin who has owned our home on Argonaut Ave since 2005, I believe it is essential to voice my opposition to this rezoning .

Firstly, We chose this house in this particular neighborhood twenty years ago as our retirement home. Unlike our previous Bay Area homes, this unique Mission Hills neighborhood offered quiet, safe, attractive neighborhoods with congenial neighbors who all take pride in maintaining their properties and getting to know their neighbors personally. Now, twenty years later, we are both in our mid 70s and are still spending money to improve our home and plan to continue living in it for another twenty years.

Secondly, the last rezoning effort at Mountain View Dr which produced 115 additional “Skyline homes” has now taken away our last remaining open space and created congestion at the only entry and exit point to and from the neighborhood at the intersection of Midas and Argonaut. There is only one way in and one way out of Mission Hills and we are now full.

Lastly, I understand and support the need for more housing in Rocklin. But Mission Hills has already made its contribution with the “Skyline homes” and there is no infrastructure to support multi-family units or low income dwellings. We do not have public transportation or any type of retail facilities within walking distance or even cycling distance. Every adult that lives here requires their own personal car to come and go.

In conclusion, I respectfully request that the city planners reconsider the proposal to rezone parcel number 045-011-001-0000. It is vital to maintain the integrity of our neighborhood and ensure that any development aligns with the values and needs of our community.

Thank you for your attention to this matter. I look forward to your response and hope for a collaborative approach to planning that takes into account the perspectives of Rocklin residents.

Sincerely,

Stephen Kohlbacher & Lili Chou
connplayer@gmail.com
--
Steve Kohlbacher
connplayer@gmail.com

24) From: Sharon Ludden sludden@sbcglobal.net

Hello,

We are Tim and Sharon Ludden, and have lived at 3759 Hillside Dr. for the last 28 years.

Our neighborhood is beautiful! We love living in our Mission Hills home, but unfortunately, the Skyline development has overburdened and harmed our street traffic and our peace of mind.

We were aghast to learn of the proposed Multi-Family development at the end of Argonaut. This would disrupt many more lives, with traffic, gridlock, noise, and potential crime.

We're still reeling from the Skyline development, which added over 200 more vehicles to an already congested area on Argonaut and Midas.

Many folks in Mission Hills are retired. This is our last stop, as it were. We do not look kindly on giving up our privacy, security, and comfort. This would be a tremendous burden and inconvenience.

Other areas in Rocklin are better suited for lower-income housing. Financially, this development would devalue our property values.

WE ARE THE PEOPLE. WE ARE AGAINST RE-ZONING.

Many thanks,
Tim and Sharon

25) From: Scott Gordon scottgordon154@gmail.com

Dear Rocklin City Planners and Councilmembers,
I am writing to strongly urge you to reconsider the proposed rezoning at the end of Argonaut (Parcel Number 045-011-001-0000). Our neighborhood simply cannot support a large multi-family complex in this location.
The single ingress/egress route is already congested, and the area lacks the necessary infrastructure — such as public transportation and nearby stores — that would support new high-density housing. Overcrowding, noise, and parking issues would be immediate consequences.
Rocklin has already committed land elsewhere for affordable housing. Why not continue with those plans instead of disrupting a well-established and stable neighborhood?
Thank you for listening to the voices of local residents.
Sincerely,
J. Scott Gordon
3938 Argonaut Ave
Rocklin, CA

26) From: Bryon Rodriques brodriques@gmail.com

I want to Thank you for taking the time to review my concerns with the proposed zoning change at the end of Argonaut, parcel number 045-011-001-0000.
I live on Baltic Circle two blocks away from Mountain View and Argonaut. This proposed zoning change and projected building project of additional homes will have a huge negative impact on our beautiful neighborhood community. Six years ago SKY Line came in and we had many original homeowners sell their homes due the impact of additional homes on the plateau along with additional cars and noise.
If there are 90+ homes I would guess that if they followed the norm in California 65% have an average of 2 automobiles, bringing that to approx 145+ cars potentially coming and going daily.

Homes bordering the hillside also lost privacy in their backyards! They were use to having a wonderful view of open land which is precious in today's world that's going away.

We moved to this city for that reason (open space), small town community living. Coming from Fremont in the Bay Area where every lot was destined to have high density housing ruined a beautiful city.

Being fairly new to our great city (6 years) I have never understood how a new home development SKY LINE with 90+ homes could be approved with only one entrance and exit to be dispersed out to only one street, Argonaut. No consideration to those homeowners at the bottom of the hill or neighborhood. What about emergency services (police or fire).

So now our neighborhood is being threatened again by another new development at the end of Argonaut with the same issues impacting our neighborhood again. All the homeowners from Hillside down to the proposed site will be greatly affected. Eliminating open space, with only a single ingress and regress. This will affect the homeowners on the entire street of Argonaut to Midas! Please visit our area during the morning commute when school is in; out in the afternoon. Midas is a mess! Traffic, noise, patience, quality of life!

Our wonderful niche of a neighbor, which was a hidden gem, is being compromised by changing a zoning code for more tax revenue to the city by adding additional housing in our neighborhood community.

That proposed development will also have a financial effect on all homeowners in the area. Will our homes increase in value? Will those homeowners home values along Argonaut maintain or increase at the same rate as other neighborhoods? Most likely not!

The big cities are infringing upon our once great small town feeling! Our vision of neighborhood, companionship, open spaces, fresh air, less traffic, less growth is seeming to disappear! For what? Additional tax revenue for our once wonderful town. NOT WORTH IT!

As you might tell, I'm opposed to the development!

Sincerely,
Bryon Rodriques
Homeowner Baltic Circle

27) From: don pettey petteyd2@yahoo.com

Dear City Officials and Rocklin Planning Commissioners,

My name is Don Pettey, residing at 3933 Argonaut Avenue in the Argonaut Avenueneighborhood. I am writing to you today with an urgent and unequivocal demand: put an immediate stop to the proposed rezoning of Parcel Number 045-011-001-0000. This proposal is not merely an inconvenience; it is a direct assault on our community's quality of life and future, and we do not want it in our neighborhood at all. It must be moved out completely.

This isn't just a local issue; this is precisely the type of top-down mandate that Governor Gavin Newsom's administration is pushing, but it is not what we, the residents of Rocklin, want. While Governor Newsom may speak for this kind of "density at all costs" development, I am asking

YOU, our local representatives, to help us resist this madness. Please, help us to put a stop to it here and now.

I expect our local leadership to stand with their community, not outside mandates. This proposed rezoning poses severe, unacceptable threats:

* Our Streets Can't Handle It: The Argonaut Avenue area is already struggling with traffic. Adding significant density from this rezoning will create an unbearable gridlock that will make daily life a nightmare for residents. Our infrastructure is not equipped for this.
* Overwhelmed Public Services: Our schools are full, our parks are crowded, and our emergency services are stretched thin. This rezoning will push them beyond their breaking point, degrading the quality of essential services for every Rocklin family.
* Destroying Our Neighborhood's Character: We chose to live in the Argonaut Avenue neighborhood for its quiet, residential feel and green spaces. This rezoning will fundamentally destroy that character, replacing it with something unrecognizable and undesirable. This is an attack on our way of life.
* Crushing Our Property Values: Increased density and overdevelopment in our immediate vicinity will undoubtedly depress property values for homeowners throughout the Argonaut Avenue area. This is a direct financial blow to our most significant investments.

We are not asking for minor adjustments. We are demanding that this specific rezoning be completely removed from consideration for our neighborhood. We urge the Planning Commission to:

* Cease All Action on This Parcel: Immediately halt all plans related to the rezoning of Parcel 045-011-001-0000 for high-density development in our neighborhood.
* Listen to the Community, Not Sacramento: Conduct transparent public meetings where genuine community feedback is prioritized over state-mandated agendas. Our voices have been ignored.
* Explore Viable, Compatible Alternatives ELSEWHERE: Direct resources to identify development strategies that are genuinely compatible with Rocklin's existing character and placed in locations that do not destroy established neighborhoods like ours.

I am ready to provide further input and expect the opportunity to discuss this critical matter in detail. Thank you for your urgent attention to this issue. It's time to put Rocklin residents first and push back against this ill-conceived plan.

Sincerely,
Don Pettey
petteyd2@yahoo.com

28) From: Karen Rosen ksrosen672@gmail.com

Hi to All,
I would like to express my opinion on the above parcel. I am 100% against this proposal of building on the property. Argonaut already has increased traffic due to the Skyline houses. The speeding traffic on our street is horrible. We do not need more traffic. I hope this development will not go through.

Karen Rosen
3920 onaut Ave, Rocklin, CA 95677

29) From: Tom Rakela tom.rakela@gmail.com

My name is Thomas Rakela and I have lived in the Green Valley Ranch subdivision for over 35 years. This is a beautiful and established neighborhood, one of the premier older communities in Rocklin. I am appalled and extremely upset to think that our city officials are considering rezoning this area for apartments!

Allowing multi-family apartments in this beautiful established area will serious damage the quality of life for all citizens in the neighborhood.

It will:

-decrease property values
-vastly increase traffic and congestion
-vastly increase the population density
-increase crime
-invade our streets with parked cars in front of home

My son owns a home in the Seattle area that allowed multi-family homes in his neighborhood. It has resulted in increased crime, congestion and damage to property values. Driving down his street is like a gauntlet with wall to wall cars parked in front of every house.

Rocklin has already designated over 100 acres for affordable housing in other areas. Why add this beautiful established neighborhood to that list Enough is enough!!

This proposed rezoning is an insult to all taxpayers in the area!

Next election season I will remember every politician involved in the proposal and work tirelessly to defeat

30) From: adam parella adamparella2@gmail.com

I'm writing you to tell you that i'm against the multiple family units down the street on my house.I live in our argonaut avenue

31) From: Anne Diroll, RN CNN

3708 Mountain View Drive,
Rocklin, CA 95677
July 20, 2025

To whom it may concern.

These phrases from the City of Rocklin website are encouraging.
Rocklin has a *"healthy and growing population"*. I am a Registered Nurse, and the key word is "healthy", hence I am deeply concerned about the public health impacts should a rezoning be approved for higher density dwellings, especially for those disadvantaged by income.
Thankfully Rocklin pledges to be *"transparent and accountable to the public"* per their website.
I am expressing my concerns because *"every resident who wants to be heard has a voice."*

The Mission Hills subdivision is a low density, single family stable neighborhood with very low real estate turnover. It is why we chose to invest in this community.

My understanding is that Argonaut Avenue and Lemon Hill end in dead ends for that very reason, per zoning requests from property owners years ago. One owner threw rocks at me, my aunt and my car when we were inadvertently leaning on the fence, and he admonished me to "Go back to Russia, and get out of the neighborhood." For the record, I filed a report at The Rocklin P.D. Incidentally, I have lived in Rocklin for 25 years and am a registered voter. It seems quite an about face to rezone this property and build multi-unit dwellings between the tracks and the Gayaldo playground on the other side of the wall. Having lived in an apartment, there is a shortage of storage space, necessitating more frequent trips to the grocery store. Cost-burdened people need services within walking distance, such as pharmacy, post office, grocery store, ATM etc. The closest grocery store/pharmacy (Walmart Neighborhood Market) is 2.5 miles away, or a 55 minute walk. Safeway is 2.9 miles away, also a 55 minute walk one way.

A. Traffic.

We have endured the increased traffic on Argonaut with the development of the Toll Brothers Hillside addition. The trucks hauled the fill dirt up the hill, and now that pools are being built, that same dirt is coming down the hill. The 4-way stop signs on Argonaut and Mountain View, Argonaut and Hillside are routinely ignored.

The Midas and 5th intersection is a nightmare on schooldays. I have been stopped at the train tracks in midmorning (I have the photo) with an engine stuck on the train tracks. The best solution is to loop around to Fallon or Sunset to access Pacific.

In the event of a fire, how do you propose egress for the additional population? The Fire Factor for this area is Extreme at 9/10, and separate wildfire insurance policies are necessary for mortgages. There have been 12 large wildfires within 20 miles since 1984.A cursory investigation of my street states that my property could be destroyed by a wildfire, there are facilities near which release toxic pollution into the air, and residents of these properties breathe worse air quality than others. I have a 10% chance of being in a wildfire in the next 5 years. I lived here when there was a grass fire on the mountain prior to the Hillside development. Fire trucks had to park on private property on Clover Valley Road. Egress was a problem. I would consider another fire in the future another "Black Swan" event.

A wildfire after rezoning this area would result in a potentially hazardous situation, endangering both property and life. The only route out of this area onto Pacific and the I-80 freeway is via Midas or Sunset, both of which are already congested during commute hours and school drop-off and pick-up. Discussing schools, where will all these additional pediatric tenants attend school, since Parker Whitney is already bursting at the seams? And how many Medi Vans will need to drive up and down Argonaut transporting patients to dialysis, since there is no dialysis clinic in Rocklin?

B. Since this proposed development will back up to a **railway line**, these are additional concerns. Train pollution, particularly from diesel locomotives and coal trains, can negatively impact children's health by increasing the risk of respiratory illnesses, cardiovascular issues, and cognitive and developmental problems. Studies have shown a link between proximity to rail yards and increased asthma-related emergency room visits in children. Furthermore, air pollution from trains can exacerbate existing respiratory conditions like asthma and potentially lead to new cases.

Within 18 railyard model, children closest to railyard (0–5 miles) were at significant increased odds (OR = 1.15, 95%CI: 1.10–1.20) for asthma related ER visit and stronger odds observed for 5 top emitting railyards (OR = 1.40, 95%CI: 1.29–1.52).Nov 23, 2018

C. Noise.

Noise Pollution and Impact on Children's Health is an article from The Indian Journal of Pediatrics found at https://doi.org/10.1007/s12098-017-2579-7 and published in December, 2017.

Authors: Alok Gupta, Anant Gupta, Khushbu Jain,Sweta

With rapid urbanization and life style changes, loud noise is omnipresent and has become a part of life. Indoor and outdoor environmental noise pollution have been documented as a serious health hazard with increasing adverse effects on fetus, infants, children, adolescents and adults. Noise induced hearing loss and non-auditory adverse effects due to noise pollution, are being increasingly diagnosed in all age groups including the fetus. Outdated motorized vehicles, machinery, increasing traffic, congested residential areas, crowded educational institutions and workplaces, unregulated commercial and industrial noise have become a source of noise pollution with long-term disability. Areas of noise pollution must be identified and corrective measures be taken. Toys, personal, domestic, commercial, industrial equipment should be within the safe sound intensity. Loudspeakers and vehicular horns should be banned except in emergencies. Nocturnal noise pollution must be avoided near residential areas as sleep disturbances have serious long-term health consequences. Pregnant women, fetus, newborns, infants and children are most susceptible to noise induced health hazards and should be given utmost protection.

All animals are affected by loud sounds or noise pollution and respond by increasing their own sounds or by becoming quieter. They become irritable, lose concentration and move away from the noise temporarily or permanently as the situation demands .

Noise pollution affects the physical and mental health of hu- man beings. Noise exposure leads to psychomotor effects by increasing stress, causing sleep disturbance, difficulty in normal conversation, lack of concentration, irritability, violent behavior, increased heart rate commonly observed with loud drum beats, tachyarrhythmia, vasoconstriction, hypertension and associated diseases .

Till few years back noise pollution was a totally neglected area. Only now it is being recognized as an Environmental Pollutant and a Health Hazard

In USA, 12.5% children of age 6–19 y have permanent hearing loss of varying degree due to increased noise exposure

Avoid living in noisy areas as near highways, congested traffic areas, railway station and railway tracks, bus stands, airports, industrial areas etc.

To summarize, the environmental noise pollution causes temporary and permanent hearing loss. Motorized vehicles are a significant cause of sleep disturbance. Poor sleep causes endocrine and metabolic disturbances, several cardio-metabolic and psychiatric problems and anti-social behavior, both in children and adults. Nocturnal environmental noise cause biological effects like stress, altered sleep pattern and quality of sleep which are like those seen in endogenous sleep disorders. Apart from these subjective feelings and measurable effects of disturbed sleep, people affected by nocturnal environmental noise suffer the next day from daytime sleepiness, tiredness, annoyance, mood changes, decreased well-being and cognitive performance. Nocturnal environmental noise affecting normal sleep is most concerned form of noise pollution having adverse health consequences due to its synergistic direct and indirect influence on biological system. Duration and quality of sleep are risk factors or markers significantly affected by the environment but amenable to modification through aware- ness and counseling and through measures of public health. Avoidance, at all costs, of sleep disruptions caused by environmental noise is essential.

This is a Web report (no. 16/2024) discussing noise pollution. Even at midnight I hear the freight trains passing. I cannot imagine living right next to the tracks.

Title: **The effect of environmental noise on children's reading ability and behaviour in**

Europe
EN HTML: TH-01-24-025-EN-Q - ISBN: 978-92-9480-703-8 - ISSN: 2467-3196 - doi: 10.2800/2429067
Health effects from transport noise on children
Environmental noise from transport sources such as vehicles, *trains* and aircraft is among the most damaging environmental factors to health in Europe after air pollution (Hänninen et al., 2014). Living in an area affected by transport noise is associated with an increased risk of developing a wide range of health issues, including cardiovascular, metabolic and mental health diseases. Chronic exposure to transport noise can also negatively affect children, especially because they are in an important learning and developmental phase (Clark and Paunovic, 2018). Growing evidence suggests that children that are exposed to transport noise at school or at home are more likely to suffer certain types of cognitive, learning, behavioral problems and obesity (ETC HE, 2024). In addition, recent work on cognitive development in adolescents found that traffic noise was associated with anxiety (Thompson et al., 2024) and that early life exposure to transport noise could also lead to mental health issues in adulthood (Newbury et al., 2024). Based on the latest evidence, this briefing presents the estimated impact of transport noise (road, rail and air) on the reading and behaviour of children in Europe. The full findings and methodology are described in the report Health effects of transportation noise for children and adolescents: an umbrella review and burden of disease estimation from the European Topic Center on Human Health and the Environment (ETC HE) (ETC HE, 2024).
Almost 550,000 cases of *reading ability impairment* a year are estimated to be due to environmental transport noise in Europe. Most of these cases (84%) are due to noise from road traffic, especially inside urban areas, followed by *rail traffic* (15%) and air transport (about 1%). In addition, almost 60,000 cases of behavioural difficulties annually are due to environmental transport noise in Europe, where again, a majority (about 86%) of cases are due to road traffic noise, mostly inside urban areas.
A very large proportion of the population in Europe — more than 20% — is exposed to long-term levels of transportation noise that are considered to be harmful to health. Consequently, it is estimated that the same proportion of children is also exposed to levels of noise that can have detrimental effects in their learning development. It is conservatively estimated that there are more than 500,000 children with impaired reading ability due to transportation noise from road, rail and air transport. In addition to this, almost 60,000 could also be having behavioural difficulties. Given the large number of children exposed to transport noise in residential environments and at schools, implementing policies to reduce transport noise could help in mitigating the detrimental effects of noise on learning.
Reducing exposure both at home and at schools would minimise these adverse outcomes for children, which may affect their lifelong opportunities and quality of life. There is a wide range of interventions that can be applied to reduce noise exposure and increase related community health outcomes, including for children.

D. I experimented with AI for the 1st time! Here's what I found.

Living near train tracks can be associated with increased **cancer risk** due to exposure to diesel exhaust, particulate matter, and other pollutants. Studies have linked proximity to rail lines and yards to higher rates of certain cancers, including breast cancer, liver cancer, and pancreatic cancer. While the exact extent of the risk varies, research suggests that living near train tracks can contribute to elevated levels of air pollution and potentially increase the likelihood of developing cancer.
A study in Denmark found a correlation between railway noise and an increased risk of breast cancer.

E. Cancer

The British Journal of Cancer published this article in 2003 Mar 4;88(5):695–698.
doi: 10.1038/sj.bjc.6600762
Childhood leukaemia and non-Hodgkin's lymphoma in relation to proximity to railways
Authors: H O Dickinson, D M Hammal , T J B Dummer , L Parker , J F Bithell
In a study of cancer in children, diagnosed during 1968–1983 in England, Wales and Scotland reported an association between residential proximity to railways and risk of leukaemia and non-Hodgkin's lymphoma (NHL). A further national study of children who died from leukaemia, between 1953 and 1980, appeared to confirm this association. The authors inferred that exposure to petroleum-related products is likely to be a risk factor for childhood leukaemia and NHL. However, they did not have population denominators for the areal units used and the appropriateness of the methodology employed to obviate this problem has been questioned In addition, recent studies have shown such a marked effect of population mixing on the incidence of childhood leukaemia that it is essential to allow for this as a possible confounding factor (

F. This is a summary by Nihar Parekh, MD from November 29, 2023 discussing *Effects of Air Pollution on Child Development*.

Air pollution is a pressing global issue with far-reaching consequences, and children are particularly vulnerable to its adverse effects. As young bodies are still developing, exposure to pollutants in the air can have significant and lasting impacts on their health. This article delves into the ways in which air pollution affects the well-being of children

1. Respiratory System: Increased Respiratory Infections: Children exposed to air pollution are more susceptible to respiratory infections such as pneumonia and bronchitis. Pollutants irritate the respiratory tract, making it easier for infections to take hold. Exacerbation of Asthma: For children with asthma, air pollution can trigger and worsen symptoms. The inflammation caused by pollutants can lead to more frequent and severe asthma attacks.

2. Lung Development: Impaired Lung Growth: Long-term exposure to air pollution can hinder the proper growth of children’s lungs. This impairment may have lasting consequences, affecting respiratory function throughout their lives. Decreased Lung Function: Studies show that children in areas with high levels of air pollution often exhibit reduced lung function. This can limit their ability to engage in physical activities and impact their overall well-being.
3. Cognitive Development: Neurological Effects: Emerging research suggests a link between air pollution and cognitive development in children. Exposure to certain pollutants may negatively impact memory, attention, and overall cognitive function. Impact on Academic Performance: Poor air quality has been associated with lower academic achievement. Children exposed to higher levels of pollutants may experience difficulty concentrating and learning.
4. Cardiovascular Health: Increased Risk of Heart Problems: Air pollution doesn’t just affect the respiratory system; it can also harm the cardiovascular system. Children exposed to pollutants may face an elevated risk of heart problems later in life. Blood Pressure and Inflammation: Some pollutants can lead to increased blood pressure and inflammation, contributing to cardiovascular issues even at a young age.
5. Prenatal effects: Risk During Pregnancy: Prenatal exposure to air pollution is a concern. Studies suggest a connection between a mother’s exposure to pollutants and adverse outcomes such as preterm birth and low birth weight. Long-Term Consequences: Children exposed to air pollution in utero may experience long-term health effects, including respiratory and developmental issues.

G. The American Lung Association also weighs in, as follows:

Locomotives, a.k.a. the engines that power trains, are a leading source of harmful, lung-damaging air pollution.
The engines that haul goods across the country and transport people between cities are most often powered by diesel. These diesel-powered locomotives are extremely polluting

communities surrounding railways, and they contribute to the climate change health crisis. Many have been in operation for decades and still rely on outdated technology that spews harmful pollutants and gases into the air we breathe.
The majority of America's locomotive fleet is old. Trains built as far back as the 1970s are still on the rails today. These engines release a dangerous mix of emissions, including particulate matter, nitrogen oxides and greenhouse gases. These pollutants cause health emergencies such as asthma attacks, cancer, lung and heart disease and even premature death.
Locomotive emissions impact air quality around the country, especially in communities surrounding rail yards and train routes. Millions of Americans live and work near train tracks, many of them in lower-income and disadvantaged communities that already bear a heavy burden of environmental health risks. Children, older adults and people with existing health conditions are especially vulnerable.
I have mentioned the risk of **wildfires** in my section on traffic problems. Of note, California, experienced 'out of wildfire season' activity that prompted air quality alerts. Wildfires are becoming more frequent and more severe. And more people are experiencing smoke exposure than ever before. We can all testify to layers of ash in our yards, in our homes, and on our vehicles. Fires have necessitated me changing my home air filters every 3 months, instead of annually.

H. These are excerpts from an article entitled *Air Pollution and Children's Health Inequalities*, (volume 131) published this year in May in the Journal of Environmental Economics and Management

Authors: Milena Suarez Castillo, David Benatia , Christine Le Thi

Impacts of early childhood exposure to air pollution on children's health care use across parental income groups.
Short-term surges of air pollution affect the likelihood of emergency admissions and drug consumption related to respiratory issues for young children.
Our analysis reveals that significant health effects of short-term variations of air pollution are concentrated in about 10% of the infant population. These infants are characterized by a combination of poor health indicators at birth, and are more likely to be from the lowest parental income decile.

I. Here is a summary from our very own local UC Davis published in CHILDREN'S HEALTH as recently as October 2, 2024 entitled *Research in 4 continents links outdoor air pollution to differences in* ***children's brains***

By Alex Russell and Karen Nikos-Rose
(SACRAMENTO)
Outdoor air pollution from power plants, fires and cars continues to degrade human, animal and environmental health around the globe. New research shows that even pollution levels that are below government air-quality standards are associated with differences in children's brains.
A UC Davis research team systematically analyzed 40 empirical studies, the majority of which had found that outdoor air pollution is associated with differences in children's brains. These differences include volumes of white matter, which is associated with cognitive function, connections throughout the brain and even early markers for Alzheimer's.
The study, "Clearing the Air: A systematic review of studies on air pollution and childhood brain outcomes to mobilize policy change," was published this month in Developmental Cognitive Neuroscience.

“We're seeing differences in brain outcomes between children with higher levels of pollution exposure versus lower levels of pollution exposure,” said Camelia Hostinar, an associate professor of psychology and the study’s corresponding author.
Children and teens are especially vulnerable to air pollution because their brains and bodies are still developing. They tend to spend more time outdoors, and their bodies absorb more contaminants relative to their bodyweight than adults, researchers said.
Outdoor air pollution and brain development
This study surveyed 40 published, peer-reviewed studies that all included measures of outdoor air pollution and brain outcomes for children at various ages, from newborns up to 18-year-old adults. The majority of studies came from the United States, Mexico and Europe, with one each from Asia and Australia.

J. In conclusion, not only would this rezoning and proposed development have a major impact on traffic, it will also increase noise and air pollution for the existing Mission Hills residents. This would be an egregious disservice to the community and its permanent residents, especially children and the elderly with any pre-existing lung and cardiovascular problems. Rocklin’s most recent Clean Air Award was in 2015 – What has happened to our air in the previous 9 years? Our Air Factor is Extreme at 10/10. We have had 32 days of unhealthy air this year. Our Heat Factor is severe at 7/10 with 6 days this year greater than 104F. That number of hot days is projected to increase by 67% over the next 15 years. With PG&E increasing rates at a rapid pace, how will cost burdened tenants afford the cooling? These proposed apartments will add to our urban heat island.

Please seriously consider the damage to public health as you make decisions in the best interests of your Rocklin residents.
For all the above reasons, I am categorically opposed to a rezoning of land abutting the railway line.
Thank you for your attention and consideration.
Anne Diroll, RN CNN

32) From: Vladimir Gavrilov vladgavrilov@yahoo.com

URGENT: Strong Opposition to Proposed Rezoning of Parcel 045-011-001-000 and construction of a low-income apartment complex.

We are Rocklin residents since 1994 and since 2003 we reside at Pecan Ct. very close to Argonaut ave. Our daughter an grandson also live in Rocklin. We love our neighborhood. It is quiet, clean, and safe. Majority of residents here are seniors or retired. Unfortunately, during some last year’s Rocklin City council doing everything to decrease resident’s living standards. For instance new development on the ridge (Skyline, Witney Vista Lane) despite council statements added about 1000+ car day-trips, safety hazard as many of these upscale residents ignore stop sign on Hillside/Argonaut intersection. And now you want to build an apartment complex at the dead end of Argonaut. The only way to and out of the complex would be Argonaut Ave. It will produce additional traffic and possible congestion on both Argonaut and Midas, because it is only way to schools, stores, post-office, etc. There is certainly not enough room for parking, Cars of low-income residents of the apartments would be parked in front of private houses.
There are safety concerns also. Apartments having only one escape route and located very close to the railroad are not safe.
Please stop consideration of rezoning and construction at the dead end of Argonaut.
Thank you,

Sincerely
Dr. Vladimir Gavrilov (916) 217 5189,
Elena Gavrilov. (916) 216 3189
2709 Pecan Ct, Rocklin CA 95677
vladgavrilov@yahoo.com

33) From: Carole Durbin cldurbin10@gmail.com

Hello,
My name is Carole Durbin. I live at 3971 Argonaut Ave., Rocklin. I am writing to you to voice my concern over the proposed rezoning of parcel number 045-011-001-000.
Here are a few of many concerns:

Concern #1: additional traffic in the neighborhood and on Midas/Argonaut.
Concern #2: the minimal standard of ONE parking space per unit is NOT realistic!!
Concern #3 where would overflow parking go?
Concern #4 if there is only 1 car per unit, this means extra trips by residents if there is more than 1 occupant
Concern #5: one egress/ingress street (already overtaxed by Skyline)
Concern #6: low income housing should be closer to public transportation and grocery/pharmacy

Please do not allow this rezoning, it's bad for the neighborhood and bad for Rocklin.
Carole Durbin

34) From: Charline Botelho charline.botelho@gmail.com

Our name is Charles and Charline Botelho. We live at 3515 Argonaut Avenue, Rocklin CA. We have lived here since 1995 and we love this community. Our neighborhood is relatively safe (Argonaut has become more dangerous to walk since Skyline was built) and we hope to retire here.

That said, we've learned recently of the plan to build multi-housing at the end of Argonaut. We are strongly opposed to it for the following reasons:

- the upper portion of Argonaut is very busy now. Drivers fly down the road and we have observed multiple near misses of pedestrians trying to cross over. Our house is at the corner of Argonaut and Mission. We sit out front and are amazed at how many drive closer to 50-60 then the posted speed limit. We have seen more than once, slower cars being passed by fast drivers using the car pool lane. You know Argonaut has a curve and often it is done where you can't see who is in the bike lane.
- The City has done NOTHING about slowing down cars driving Argonaut by installing additional stop signs. Instead you are now talking about adding more residents and cars to the street.
- The stop sign at Argonaut and Midas backs up. It was bad before Skyline and has only gotten worse with those cars, coupled with the new neighborhoods off Park.
- The area in mention backs to a railroad track, meaning those cars all have to come up Argonaut, causing even more delays and making it more of a highway. What happens when there is a fire? Are you planning to open up the neighborhood on the other side so people can get out safely?
- Let's talk low income. You are building low income housing at the old Kmart site. That makes sense. Adding low income at this particular place makes zero sense. It should be

in locations where there is public transportation. Are you planning to add a bus stop at the end?
- Multi-Family has no business at the end of Argonaut. This is a neighborhood with houses, not apartments or multiple mobile homes. This will adversely affect home values.

It was bad enough when Skyline was approved. We question the City and their thought process on these types of projects. You sorely lack common sense. While Mission Hills is not as peaceful as it was prior to Skyline, we do not want it made worse. We hope you make the right decision this time.

Charline and Chuck Botelho

35) From: Nikole Frey <ncvance@yahoo.com>

Good morning,

I'm Nikole Frey. My husband, four children and myself live on Argonaut Ave here in Rocklin. We love our quiet, family friendly neighborhood and have been blessed to be here the last 5 years.

We've been informed that a potential multi-family complex may be considered at the end of our neighborhood if re-zoning is approved. We are AGAINST this for many reasons and feel it would be wrong for our neighborhood. Our streets have already been impacted by Skylines homes, Midas is impacted as well and adding well over 270 additional drivers/tenants would only negatively affect it more. Additionally, Rocklin already has over 100 acres designated for affordable housing in other areas, so why not use what they have rather than add yet another area? Lastly, there isn't any nearby public transportation, grocery stores, etc. that may be needed by tenants. The closest grocery stores, Walmart and Safeway, are both a 55 minute walk.

While we are compassionate towards a potential need that the city may be trying to meet, we are hopeful that the city can find a solution that would allow our residents to be undisturbed and for a new community to be established that would provide the convenience they need as well as the city finding use for property that they already have designated for affordable housing.

We hope you seriously consider our current neighborhood community concerns about this issue!

Thank you for taking the time to read this email.

Have a blessed day,
Nikole Frey

36) From: Donald Blodger dablodger@gmail.com
Sent: July 30, 2025
Subject: Rezoning APN 045-011-001-000 (9.1 acres)

To the Rocklin City Planning Commission and the Rocklin City Council:

My name is Don Blodger, and my wife and I have lived at 4605 Lemonhill Drive for 14 years. We love our neighborhood. I am writing about your REZONING parcel number APN 045-011-001-000 (9.1 acres).

You have heard from many of my neighbors about their concerns and issues, such as safety, lack of needed infrastructure and services, strain on current roadways, increased traffic on Argonaut and Midas (already a disaster), and parking fears because of your ability to waive parking requirements, etc. I am sure you intend to address each one of these concerns to those who have written.
However, I have 3 additional questions, and I look forward to your answers.
1. Why this property and why now, in light of the following:
a. The owner is not interested in selling, and therefore, there is no reason to rezone his property.
b. You have a lot of vacant property in other parts of Rocklin that is already rezoned for low-income.
c. And perhaps most importantly, all the other current zoned properties for low-income and potential properties ***ARE NOT INSIDE*** quiet existing residential neighborhoods like the one at the end of Argonaut Ave. Why such a departure from your precedent, and why now?

2. In the City of Rocklin Housing Element 2021-2029, Adopted 8/2021, you cite the following; "The Zoning Ordinance also ***serves*** to preserve the *character and integrity* of existing neighborhoods."
I am interested in learning about the research you have conducted, the assumptions you made in deciding to rezone this particular property, and all the ways you believe it will ***serve*** to preserve the character and integrity of our neighborhood.
3. One of the individuals on your planning commission has (re)directed those interested to the Rocklin City website, where I found this statement:
"Rezoning does not mean homes will be built ***immediately*** or without oversight. It simply means the land is ***legally eligible*** for future housing development.
Without much effort, this statement can be interpreted as you do not plan to build low-income housing NOW or TODAY, but you are giving yourself, The City of Rocklin, the ***LEGAL RIGHT*** to construct low-income housing TOMORROW or anytime you want in the future.
It appears the motivation being cited for the rezoning is that the State of California is making you do it. Still, it seems to be, even to the casual observer, an under-the-radar way to give yourself the legal right to build low-income housing in the future. How else could it be interpreted, especially in light of issues in questions 1 & 2 above, along with all the other issues raised by others? Once you rezone, it is simply the proverbial camel's nose under the tent, and I believe you are hearing a unified and resounding... ***DON'T.***
I look forward to hearing your answers and / or response to the above.

Don Blodger
916.296.8080

37) From: Larry Frye jrs34ford@yahoo.com

My name is: Mr. Lawrence Frye. 3944 Sweetwater Dr., Rocklin CA I am very strongly opposed to The rezoning of the parcel listed above for the following reasons. I am retired. I purchased my home in this area because of the quality of homes and the safe and quiet private neighborhood. I don't believe this would be maintained with the zoning of the low income family development for the following reasons.There is only one ingress/egress Street, which has been further taxed by skylines homes. Midas is even more impacted, and both developments would be further harmed by well over 270 additional driver/tenants. The increased noise, congestion, and overflow parking. which would result in our streets being inundated with parked cars in front of our homes would create havoc. Rocklin has already designated over 100 acres for affordable

housing in other areas. so why not use what they have rather than add yet another area that will result in nothing but a negative impact in the surrounding neighborhood. please consider the impact this zoning would have. For not only these reasons. But a whole lot more that have been brought to your attention. Thank you.

38) From: Kelsey Martin kelseymartin0915@gmail.com

Hello!
To whom it may concern:

My name is Kelsey Martin, I live at 3780 Argonaut Avenue in Rocklin.
I am emailing regarding the potential of the re-zoning on Argonaut Avenue to become a low income apartment complex. I live here on Argonaut Avenue in Mission Hills with my two young boys five years old and two years old as well as with my husband. We moved here nine months ago, from the East Bay area, looking in the Placer county area and cities for well over six months to make the right decision on which city to raise our two boys, for a better life, better community, better surroundings, family oriented people, & all in all a better neighborhood & city to raise our 2 wonderful boys.
We made many 3 hour round trip drives, day trips, etc. to check out different neighborhoods & areas, to give our 2 boys the best childhood neighborhood & memories we could possibly give them, looking in Lincoln, Rocklin, Loomis, & Auburn area. After touring / viewing well over 100 homes for sale in these different areas & cities, we knew we wanted placer county & decided on Rocklin for the family community feel, kind / caring people, cleanliness of the city, parks, & overall wonderful feel & impression that Rocklin imprinted on us.
We toured many homes in the Rocklin area, went through countless open houses, spent weekends, evenings, zoom / FaceTime showings trying to find the perfect fit for our family of 4. Our realtor took us to 3780 Argonaut Avenue, & we knew we could not walk away from this house, & it was not because of the 80's kitchen, bathroom, & very dated home.
However, it was because of the moment we pulled up to tour this home, the neighbors were out in the front yards, waving, kids playing & laughing being kids, people out walking their dogs saying hello, surrounding neighbors coming over to introduce themselves, & of course it won our hearts over that our 90 year old neighbor Ms. Louis is the original owner of her mission hills home & she could tell us every single milestone big or small that has happened in the neighborhood in the last 40 plus years!
The feeling was overwhelming of how much this felt like home, the welcoming of the neighbors, regardless of how dated & how much work needed to go into our hopeful forever home.

We were lucky enough to purchase 3780 Argonaut Ave. and have quickly made it feel more like Home in the past few months then our previous home that we lived bought & lived in the past seven years.
We have experience of what low income housing/apartment complexes can do to a community, neighborhood, area. In our previous neighborhood in the East Bay it was well established for over 40+ years, just like Mission Hills/Argonaut Avenue. The city in our previous owned home built low income apartment complexes, just 2 to 5 minutes from our family community neighborhood, changing it forever. Shortly after they were built, cars started getting broken into, 911 phone calls increased, crime increased, homelessness increased, and many things not wanting our two young boys as well as ourselves to be surrounded by. My husband and I fear is that the same thing will happen to our wonderful family oriented community and neighborhood here in Mission Hills and on Argonaut Avenue. We have met many neighbors who are original owners and love this neighborhood for its safety privacy well built and well loved homes, and the quiet lifestyle that it offers. Building these apartment complexes will increase the noise,

congestion, parking, and change the dynamics of Argonaut Avenue/Mission Hills neighborhood from a well loved well, cared for area, neighborhood, surroundings to a very congested area and many people coming in and out, just for the sake of the lower income option.
Please, heavily consider to not rezone the end of Argonaut for a low income apartment complex. We want to keep our beautiful, well loved, family oriented, quiet, safe area, the same as it has been the past 40+ years just as our incredible 90-year-old neighbor has explained it to us, let's make Argonaut Avenue and Mission Hills an amazing area and place to live for the next 40+ years by NOT building these low income apartment complexes.

Thank you for your time!
Kelsey Martin
3780 Argonaut Avenue

925-548-5367
kelseymartin0915@gmail.com

39) From: Nadara Craun <nadara_craun@wavecable.com

While the State of California may be driving the need for Rocklin to re-asses its land management and parcel zoning plan, the current approach of simply changing zoning without regard for the existing residents and surrounding communities is inappropriate. It does, in fact, violate California's current position that supports a property owner's general rights to use their land without having that use or the properties' values impaired by damaging uses of neighboring properties. Therefore, the proposed rezoning of Parcel Number 045-011-001-0000 to HDR MU-24+ violates California's stated rights as it is not consistent or suitable for the surrounding area and neighborhoods. This inappropriate land use will have a negative impact on the surrounding communities in the following ways:

Roadways

Midas Ave. and 5th St. intersection:

Traffic at this intersection has been a problem for many years particularly during school drop-off and pick-up times.

There is no room to build a roundabout and a traffic light would not reduce the amount of traffic through this intersection; therefore, it would not reduce the traffic impact. In fact, it could increase the waiting and therefore the environmental and safety impacts. This also poses a hazard to public safety because emergency response vehicles would be delayed as they encounter additional traffic obstacles. Not forgetting, of course, that hundreds of children are present – in cars, on bikes, scooters, skateboards and on foot. All would be exposed to increased safety risks with the increased traffic.

Midas Ave. from Pacific to Clover Valley Rd.:

Residents along Midas already are unable to safely exit their properties due to both the amount and the speed of traffic. With the significant increase in trips that will result from HD zoning, they will suffer from a disproportionate increase in danger and inconvenience as well as increased exposure to both noise and air pollution.

Other surrounding roadways and neighborhoods:

Whether traffic is routed through or near the Green Valley Ranch, Mission Hills, or Yankee Hill Estates subdivisions, the impact of HD zoning on the existing communities will be severe. Children play on those streets. And they will be subjected to many, many more speeding cars and distracted drivers. Increased traffic will result in more speeding and more aggressive driving as has been documented (Federal Highway Administration of the Department of Transportation).

In short, adding more vehicles and more trips increases the environmental and safety impacts, thus increasing issues for the surrounding communities and the liability to Rocklin. The impacts to these neighborhoods can be mitigated, to a degree, through the responsible use of Parcel Number 045-011-001-0000. Re-zoning to HDR MU-24+ does not constitute responsible use.

Additional Impacts:

Business Development

Rocklin has stated in the Regional Housing Needs Allocation Overview (RHNA, last updated Sept. 17, 2022) that the Retail Sector requires higher density to locate to Rocklin. I would argue that the retail activity at the Sierra College/ I-80 interchange proves that that condition has already been met. Further, if the re-zoning of Parcel Number 045-011-001-0000 might be thought to be a positive impact on the Pacific Street corridor, I would encourage City Staff, City Council, and City Planning Commission to study the Taylor Corridor in Loomis where there is a vibrant and thriving community-based retail business center that is not surrounded by HD housing.

The RHNA Overview also stated that the retail sector desired higher incomes. Given the very high density (24+) being proposed for this property and its placement, it is unlikely to attract higher incomes, thus increasing strain on the surrounding neighborhoods without an equivalent benefit to the retail sector or the community as a whole.

Accordingly, re-zoning of Parcel Number 045-011-001-0000 is not justified by the city's RHNA rationale.

Public Utilities and Services

The responsibility for providing public safety, well-maintained roads, sufficient water supplies and electricity are the duties of government. Rocklin's First Responders fulfill their responsibilities with distinction. Unfortunately, in my opinion, the other duties are not met. Residents are asked to conserve water, to restrict cooling/heating, and to limit appliance use to reduce demand on infrastructure. We are told to live with increased traffic and the subsequent safety and environmental hazards. And residents must spend thousands of dollars to mitigate city/developer-induced problems when inappropriate builds are approved (e.g., Skyline at Los Cerros.)

High density housing increases the burden on and the demand for services without providing an appropriate level of incremental benefit. While the general response to these issues is that developer fees and increased tax revenues will provide the offset, that is unlikely to be the case with the rezone of Parcel Number 045-011-001-0000 given the placement of the property and the many negative impacts already mentioned. Different areas can be rezoned far more readily

and though there would be safety and environmental questions to be answered, if the properties were suitably identified, these issues would have less of an impact on the community.

Rocklin's website and the page*, "Why Rezoning is Required—and What It Means for Our Communit*y, explains why Rocklin government believes rezoning is necessary but the reasons stated are not supportable in the case of Parcel Number 045-011-001-0000 as outline below:

1. *"It's the law"*

The fact that it is law does not mean that this specific parcel must be rezoned. Rocklin has many, many other parcels in less developed/mature areas where re-zoning would have far less impact on the environment and the existing community and residents. I won't discuss here the ethics of how this particular parcel rezone has come about. A single parcel with one resident who may not have the means to fight would seem an easy path. Suffice it to say that "legal" does not make it "ethical." The legal obligation to meet a housing target does not mean that you must rezone this specific parcel.

2. *"It helps planning locally"*

Rezoning may help the city retain control, but in the case of Parcel Number 045-011-001-0000 it's not being done with consideration for current property owners' rights or consistent with existing property use. Other parcels that are already being used in a high-density fashion but not necessarily designated as such (i.e., mobile home parks) may be easily rezoned without impact to the existing community or residence. Further, as stated previously, there are many more parcels where HD zoning could be imposed with far fewer impacts.

3. "It supports the community"

This is the only statement that might withstand a cursory, but not a full, inspection. It does not overcome the egregious impacts that rezoning Parcel Number 045-011-001-0000 will enable, especially in light of the many other areas where rezoning could occur with far less impact. Rezoning Parcel Number 045-011-001-0000 to HDR MU-24+ will not support the community, Instead, it will have a negative impact. In the context of Parcel Number 045-011-001-0000 it could be claimed that "it supports the community" is an emotional argument, not a logical one.

In closing, the rezoning of Parcel Number 045-011-001-0000 to HDR MU-24+, in my opinion, is neither logical nor rational. It will not improve the community, rather it will have a costly and deleterious impact. The need to meet California State requirements can be met in other ways. I therefore strongly urge the Rocklin Planning Commission to <u>not</u> recommend the rezoning of Parcel Number 045-011-001-0000.

Sincerely
Nadara Craun
3942 Argonaut Ave.
Rocklin, CA 95677

40) From: Doug Dickson <doug_dickson@wavecable.com>

Members of the Rocklin Planning Commission:

I respectfully urge the Rocklin Planning Commission to reconsider its proposal and not recommend the rezoning of the Subject Parcel on the following grounds:

Inappropriate Land Use:

While it is understandable that the City wants to establish higher density housing, that housing needs to be thoughtfully located and consistent with surrounding land use and amenities. The California Department of Housing and Community Development states that the intention of zoning is that local ordinances and policies are enacted to protect the health and safety of citizens and further the general welfare of the community. Rezoning the Subject Parcel to higher density would do the opposite for the surrounding existing neighborhoods. The Subject Parcel is located proximate to the neighborhoods on Sweetwater, Lemon Hill, Argonaut, Los Cerros, Clover Valley, and Rawhide. High density housing is simply incompatible with these existing neighborhoods. Further, rezoning this parcel is unjustified given numerous other available locations, far more suitable to high density housing.

Financial Impact to Adjacent Properties:

Rezoning of the Subject parcel would result in irreparable harm to surrounding property owners due to depression of property values and other financial impacts. A suggestion from the Planning Commission is that Rezoning the Subject Parcel doesn't really affect members of the existing neighborhood at all. This is not correct. As members of the Planning Commission are undoubtedly thoroughly familiar with the real estate industry, they are certainly aware that prospective real estate buyers consider future development plans. Rezoning would decrease the appeal of the area for real estate buyers due to the impact on the character of the neighborhood and the inconsistency of this proposed rezoning. Even without development, just the act of rezoning the Subject Parcel telegraphs to prospective real estate buyers a future reduced standard of living due to traffic, noise, congestion, street parking, pollution, reduced privacy and strain on infrastructure and resources.

Once developed, harm from secondary financial impacts would also include increased costs for increased demand for resources such as utilities. This would exacerbate the current environment where there is already a scarcity of water and electrical power.

California property rights include a general right of a property owner to use their land without having that use or the properties' values impaired by damaging uses of neighboring properties. Rezoning the Subject Parcel to high density housing would adversely and unjustifiably impact the property rights of homeowners in the aforementioned neighborhoods.

The issues presented by the public to the Planning Commission reflect legitimate concerns for the welfare of the entire community. It is not helpful to gaslight the community with the suggestion that rezoning the Subject Parcel will have no impact on the neighborhood at all. Some of the residents have nearly 40 years of experience and history with this neighborhood and the City of Rocklin's planning and development processes. Does anyone on the current Planning Commission have that comprehensive background and experience?

Increased Traffic and Related Issues:

There are existing traffic issues in Rocklin today. The Deputy Director of City of Rocklin's Department of Public Services, Mr. Justin Nartker's Neighborhood Traffic Survey acknowledged the City's concerns over vehicle speeding, vehicular volume, and pedestrian safety. Given the

City's acknowledgment, the Planning Commission must already be aware that legitimate traffic concerns exist for Argonaut today. Additional traffic from high density housing on the Subject Parcel would only exacerbate the existing issues and would be unacceptable.

The existing traffic issues today are also, in part, due to the Rocklin City Planning Commission's and City Council's approval of previous rezoning and development plans without proper or meaningful mitigation of traffic volumes. In numerous examples, like the Los Cerros rezoning and development approval, the City of Rocklin simply did not respond to the input of the community or act with due diligence to mitigate additional traffic volumes from the new developments. Los Cerros is only one of many cases over the last several years where the City of Rocklin has failed to establish circulation patterns and manage traffic volumes to the acceptable standards of the community. It would be disappointing to the community if the City did not learn from its past mistakes.

For surface streets and collectors such as Argonaut, a fundamental tenet of accident investigation is that accidents occur in proportion to traffic volume. If the City of Rocklin already acknowledges the existing traffic issues and proceeds with rezoning and development of the subject parcel, then they must accept shared responsibility for the inevitable increase in incidents, accidents, and injuries in our community.

Environmental Impact:

An environmental impact study commissioned by the City of Rocklin in association with the development of Yankee Hills Estates identified the area south of the Subject Parcel along Yankee Hill to be the habitat of the Valley Elderberry Longhorn Beetle (Desmocerus Californicus Dimorphus). This is a federally threatened species under the Endangered Species Act of 1973. Rezoning to higher density land use is inconsistent with the City's responsibilities to protect this habitat under the ESA.

Conflict of Interest for Rocklin Officials:

Under the California Fair Political Practices Commission's Political Reform Act, a public official in the State of California has a disqualifying conflict of interest in a governmental decision if it is foreseeable that the decision will have a financial impact on his or her personal finances or other financial interests. In such cases, there is a risk of biased decision-making that could sacrifice the public's interest in favor of the official's private financial interests. To avoid actual bias or the appearance of possible improprieties, the public official is prohibited from participating in the decision.

Given the Planning Commission's members' multiple business, professional, and/or political associations that would financially benefit from increased housing density, I believe there is a clear and obvious conflict of interest in making a rezoning recommendation on the Subject Parcel. Adhering to the Act's avoidance of appearance of conflict of interest requires Commissioners with conflicts to recuse themselves of any recommendation. Given the breadth of publicly available information regarding Planning Commissioners' business interests, professional and/or political associations, some might question whether those members are ethically and legally precluded from making a recommendation relative to rezoning the Subject Parcel at all.

D. W. Dickson
3942 Argonaut Ave

Rocklin, CA 95677

41) From: Jenean Alden jmermaid324@gmail.com

To the Rocklin City Planning Commission and the Rocklin City Council:

We are the Alden Family, and we have lived at 3975 Argonaut Avenue for 11 years. We came from the Bay Area looking for a more peaceful, slower-paced, affordable, and family- centric neighborhood. We love our home and our uniquely wonderful neighborhood. I am writing about your REZONING parcel number APN 045-011-001-000 (9.1 acres).

You have heard from many of my neighbors about their concerns and issues, such as safety, lack of needed infrastructure and services, strain on current roadways, increased traffic on Argonaut and Midas (already a disaster), and parking fears because of your ability to waive parking requirements, etc. I am sure you intend to address each one of these concerns to those who have written.
However, we have 3 additional questions, and we look forward to your answers.
1. Why this property and why now, in light of the following:
a. The owner is not interested in selling, and therefore, there is no reason to rezone his property.
b. You have vacant property in other parts of Rocklin that is already rezoned for low-income.
c. And perhaps most importantly, all the other current zoned properties for low-income and potential properties *ARE NOT INSIDE* quiet existing established residential neighborhoods like the one at the end of the street I live on.Why such a departure from your precedent, and why now?

2. In the City of Rocklin Housing Element 2021-2029, Adopted 8/2021, you cite the following; "The Zoning Ordinance also *serves* to preserve the *character and integrity* of existing neighborhoods."
We are interested in learning about the research you have conducted, the assumptions you made in deciding to rezone this particular property, and all the ways you believe it will *serve* to preserve the character and integrity of our neighborhood.
3. One of the individuals on your planning commission has (re)directed those interested to the Rocklin City website, where we found this statement:
"Rezoning does not mean homes will be built *immediately* or without oversight. It simply means the land is *legally eligible* for future housing development.
Without much effort, this statement can be interpreted as you do not plan to build low-income housing NOW or TODAY, but you are giving yourself, The City of Rocklin, the *LEGAL RIGHT* to construct low-income housing TOMORROW or anytime you want in the future.
It appears the motivation being cited for the rezoning is that the State of California is making you do it. Still, it seems to be, even to the casual observer, an under-the-radar way to give yourself the legal right to build low-income housing in the future. How else could it be interpreted, especially in light of issues in questions 1 & 2 above, along with all the other issues raised by others?

As a family of your constituents, we beg you, DO NOT rezone APN 045-011-001-000
I look forward to hearing your answers and / or response to the above.
Kindly
Jenean Alden

42) From: Daniel Diroll
Sent: July 21, 2025 via Mail

Subject: Opposition to Proposed Rezoning Affecting Parcel 045-011-001-0000

Dear Members of the Rocklin Planning Commission,

I am writing to express my strong opposition to the proposed rezoning effort currently underway in the City of Rocklin, specifically concerning **Parcel Number 045-011-001-0000** and its impact on our community. My property is located at 3708 Mountain View Drive, Rocklin, CA 95677, and I am deeply concerned about the potential negative impacts this rezoning will have on our neighborhood.

As a concerned resident, I urge the Planning Commission to reconsider the proposed rezoning that directly impacts **Parcel Number 045-011-001-0000** and the surrounding area. I believe this plan is not in the best interest of our city for several reasons, including:

- **Increased Traffic Congestion:** Increased density from this rezoning will exacerbate congestion, making daily commutes and local travel unbearable for residents. All new and existing traffic would continue to filter through the Mountain View Dr. and Argonaut Dr. where there is already repeated stop sign violations and resident endangerment.
- **Strain on Public Services:** Our schools, parks, and emergency services are already operating at capacity. This rezoning will place an undue burden on these vital public services, diminishing their quality for all Rocklin residents.
- **Loss of Neighborhood Character/Green Space:** The proposed changes will fundamentally alter the quality of life by reducing green space and the obvious benefits green space offers to a community and each person individually.
- **Decreased Property Values:** I am concerned that the proposed rezoning will lead to a decrease in property values for homeowners in the affected areas due to the loss of natural environments, leading to urbanization of our "sub" urban community.

I believe a more comprehensive and community-inclusive approach is needed before any rezoning decisions are made. I respectfully request that the Planning Commission:

- **Conduct further public outreach and workshops specific to this parcel and its impacts.** Many residents feel their voices have not been adequately heard throughout this process.
- **Commission an independent study on the infrastructure impact** (e.g., traffic, water, sewer capacity) resulting from this proposed rezoning. A thorough analysis is essential before proceeding.

RECEIVED
JUL 21 2025

- **Explore alternative development strategies that are more compatible with existing neighborhoods** and the current general plan for our city.

I am available to provide further input and would appreciate the opportunity to discuss my concerns in more detail. Thank you for your time and consideration of this critical matter. I look forward to your response and action on behalf of the residents of Rocklin.

Sincerely,



Daniel Diroll
3708 Mountain View Drive
Rocklin, CA 95677
(916) 316-3690
row2go@sbcglobal.net

43) From: Richard and Valentina Parkman
Sent: July 16, 2025 via Mail

July 16, 2025

ROCKLIN PLANNING COMMISSION

3970 Rocklin Road
Rocklin, CA, 95677

ATTN:

Michael Barron, Chairperson

Jared Thomas, Vice-Chair

Gregg McKenzie

Twiana Armstrong

Roberto Cortez

RE:

Proposed re-zoning and housing development on 9 acres of land at the end of Argonaut Street in Rocklin.

Dear Sirs and Madam,

We are writing to you because we will not be able to attend your proposed meeting on August 5th regarding the re-zoning for the 9-acre lot located at the end of Argonaut.

It would greatly impact the highly congested egress Mondays through Friday at Midas and Argonaut. The Skyline housing development added to the traffic back up problem at this intersection which is also affected by the trains and parents taking their children to the middle school on 5th Street. Have you given any consideration to the people who live on Midas trying to leave their homes? The chaos created by the recent renovations on Midas was glaring how there is not enough exits from this area.

We implore you to look into this request seriously as we have had experience with the Alta Sierra Property Owner's Association when we lived in Grass Valley. A group of people wanted to open easement trails from the 1960's. When housing began 4 to 8 years later, builders found issues trying to get septic systems to perk. The county allowed the builders to place the systems near these proposed trails which were never established or maintained. We had this on our parcel map, and it was just natural and wild, no foot path at all. We campaigned through articles in The Union Newspaper, held large community meetings and went door to door getting property owners involved who were not aware of the possible impact on their homes. We begged the board to come see these supposed "trails" firsthand and provided statements from our insurance carriers stating property owners would be liable if someone got hurt going through these nonexistent trails (no fencing was allowed in Alta Sierra subdivision 20. It took forever to get the ASPOA board to come view what they were proposing as "trails". These trails went through property owner's front and back yards, and some up close to living quarters. After months they finally agreed to look, and the proposal was immediately dropped.

We are sharing our experience with the Rocklin Planning Commission as we believe due to the limited egress from the surrounding area without a prior alternative exit established it would be foolish to re-zone for housing structures to be built on that acreage.

Thank you for your consideration.

Sincerely,

Richard and Valentina Parkman

Richard and Valentina Parkman

3658 Mountain View Drive

Rocklin, CA

44) From: Chad Romig chadromigrealtor@gmail.com

Counsel Members,

As a realtor and long time resident of Rocklin, I would like to express my protest against the proposal of using 045-011-012 AND 045-011-017 as high density options to meet RHNA requirements.

These are not good options for this purpose. It will be more harmful for the community, and the city.

Call me if you have any questions.

Chad

-- ✉ --
Chad Romig, Realtor
Purpose Real Estate
“Selling Homes,
Building Hope”
BRE 01962708
916-824-6885

45) From: Chad Romig c.romig@sbcglobal.net

Dear City Council members,

I am writing to express my concern and disapproval of using the Rocklin land on parcels 045-011-012 AND 045-011-017 as high density options to meet the state of CA requirements for housing. I have worked in the nonprofit world for over 15 years and much of that time was focused on housing options for the homeless/houseless, as well as affordable housing. I have managed 3 affordable housing programs, working with HUD and the VA, and I have experience with the Winter Sanctuary mobile shelter program as well. In all this time I have learned that in order to truly help this sector of our community we need to set them up for success and equip them with viable resources to offer them a fighting chance. These 2 lots being proposed for high density housing do NOT fit the bill. They are too far removed from resources, they do not match the community style and 'comfort' of most potential residents, and they don't offer ease of access or availability of options for daily living.

Please consider dropping these lots and looking in more 'urban' areas of the city where the residents of these units can be more successful and comfortable.

Thank you,
Chad

46) From: kathy j kjohnston3@hotmail.com

Dear Mr. Anderson;

It is with grave concern that we are contacting you today. It has come to our attention that a low income housing development is being considered behind Yankee Hills Estates. This is

behind Lakebreeze Dr. Another development is being considered off Delmar behind the railroad tracks.

We have lived in Yankee Hills Estates for at least 15 years. It is a quiet, crime free neighborhood where children play in yards and park and enjoy themselves. We would like to keep it that way.

We already have had to deal with the Gathering Inn issue. I would hope that you could find another option rather than this neighborhood for these housing developments.

Thank you for your attention to this matter.

Kathy and William Johnston
4367 Lakebreeze Dr.
Rocklin, ca.

47) From: M Davis dmax4216@yahoo.com

To whom it may concern,

I am writing to oppose the proposed high-density housing on lot number (045-011-017 and 045-011-012). Placing high density housing next to our neighborhood (Yankee Hills Estates) would be a disaster. The road is one way in and out and approximately .8 of a mile long. Traffic is bad now, especially during the school year when parents and buses take their children to school. Aitken Dairy Road is narrow and has cars parked on both sides often creating slow downs for passing cars. Another concern is when the trains block the tracks or the crossing arms malfunction. This happens at least monthly, and it causes a huge traffic jam leaving. Occasionally there will also be trains passing through during the school hour rush which also causes a major back up. If the proposed lots were developed it would not be sustainable the amount of traffic that would be routed through our neighborhood.

Thank You

48) From: Valentina Marchuk marchuk.valentina@yahoo.com

To the Rocklin City Council and Planning Commission,

It is brought to our attention that The City of Rocklin has scheduled a public hearing for Tuesday, August 5, to re-zone the land bordering Yankee Hill Estates subdivision. If approved, this zoning change will allow high-density low income apartments at 24 units per acre for parcel numbers 045-011-012 and 045-011-017.
I am writing as a concerned resident of Yankee hill Estate subdivision regarding the proposed development. While we recognize the importance of providing affordable housing options, we respectfully oppose the current plan based on concerns that directly impact the safety, stability, and quality of life in our community.
We recently purchased a house in this quiet Yankee Hill Estate neighborhood with good schools and safe place for our family. And with this proposal for high-density low income apartments all our expectations will be vanished.
Here are the concerns that I would like to voice out:
1. Increased Traffic

Access to the complex may be routed through Jaybird Place, which would significantly increase neighborhood traffic and potentially impact the safety of children and pedestrians. Our local road is not adequately equipped for the added volume.
2. Community and Neighborhood Safety
One of Yankee Hills Estates' most valued qualities is its reputation for being a safe, family-oriented neighborhood. While housing for all is important, statistical data shows that high-density, low-income housing can correlate with increased crime rates, which may impact property values and neighborhood security.
3. Negative Impact on Local Schools.
Rocklin's schools are a cornerstone of our community, known for their high standards and strong performance. However, many are already nearing capacity. A large influx of students from a dense housing project could lead to overcrowded classrooms, stretched resources, and ultimately, a decline in school performance and district ratings. This would not only affect the education of current students but could also have long-term impacts on home values and community satisfaction.
We urge the City of Rocklin to reconsider the proposed development. Thank you for your attention and thoughtful consideration.
Sincerely,
Valentina Anikhimik (916-390-6617)
Concerned Resident of Rocklin, CA

49) From: Lyudmila Silchuk l_silchuk@yahoo.com

Yankee hill estates, we don't want the low income housing near here. We have been living here for the last 20 years in peace and silence and we don't want it to be ruined by low income housing.

My contact: 916-715-5178

50) From: devon miller demill3@yahoo.com

Hello,

I am a homeowner resident in Yankee Hill Estates and have concerns about the proposed rezoning the land between Antelope Creek and our neighborhood for high density low-income housing.

My greatest concern relates to the proposed access to this area routing through our neighborhood (connecting at Jaybird).

Any increase in traffic, especially high-density housing numbers, is incredibly dangerous to the children and pets in our neighborhood. Aitken Dairy has several blind sharp turns in which children are often riding in the middle of the street on bikes or scooters- there have been several times I would have hit a child head on had I been the slightest bit distracted. And several pets have been hit and or killed on the straight sections of Aitken Dairy.

Additionally, there is only one access road to Yankee Hill Estates. What happens if there is an emergency (fire or other)? How safely can every household in our neighborhood plus the proposed high-density housing numbers of households evacuate? Also, what is the anticipated rate of calls for emergency vehicles (police/ fire/ ambulance) for the proposed high density low-

income housing? Are those vehicles going to come flying through our neighborhood where children ride down the middle of the blind curves of Aitken Dairy on bikes and scooters?

My other primary concern is the beauty and habitat of the existing wooded areas. A portion of land in the proposed rezoning is already cleared, but there is also a large wooded portion of this land that is not only incredibly beautiful and a significant feature of our neighborhood, but also a thriving habitat for deer, hawks, eagles, owls, frogs, etc. How will this proposed development impact this environment?

Please consider how this proposed rezoning and access to it is truly inappropriate.

Thank you,

Devon Miller

916-792-1070

51) From: Brian Sauer sauerbrian@ymail.com

Good afternoon, My name is Brian Sauer, and I'm a resident of the Yankee hill estates. I'm here to respectfully voice my opposition to the proposed rezoning of APN 045-011-012 and APN 045-011-017 to high-density residential.

This proposed change is deeply concerning to many of us in the community — not because we oppose growth, but because this kind of growth is out of scale with our neighborhood and inconsistent with the city's own planning.

First, **this area is made up almost entirely of single-family homes and low-density residential lots**. Changing just one lot to high-density sets a precedent that could permanently alter the character and cohesion of the neighborhood. Our neighborhood was designed and built for lower density — this change would fundamentally alter its identity. It's not just about one building — it's about preserving the design and livability of our community.

Second, **our infrastructure is not built for this kind of density**. Roads are already busy, and increased traffic from dozens of new units would pose serious congestion and safety issues. Our roads are already congested during peak hours. Adding more units would exacerbate traffic and create safety concerns. We also worry about the strain on **sewer, water, and emergency services**, which are not equipped to handle sudden increases in demand without costly upgrades.

There's also an **environmental cost**. That lot provides important green space and helps with stormwater absorption in heavy rains. Replacing it with high-density construction could increase runoff, flooding risk, and reduce natural habitats that benefit our local ecosystem. This area is a habitat for local wildlife with a large wetland and creek running and trees that would be lost or effected with high-density development.

Perhaps most importantly, this proposal appears to **conflict with the city's own comprehensive plan**, which designates this area as low density suburban residential. A decision to rezone would directly undermine the planning framework that's supposed to guide balanced development.

This change could also reduce **property values and quality of life** for nearby residents — we are concerned about increased noise, parking issues, and a loss of privacy.

We're not here just to say "no" — many of us would be open to reasonable compromises. A more modest, **medium-density development with integrated green space** would be far more appropriate and respectful of the surrounding community. Can the council consider a development that includes more green space or fewer units?

In closing, I urge you to listen to the voices of the residents who will be directly affected. Please preserve the integrity of our neighborhood and reject this rezoning proposal. I also ask that you share your plans to mitigate the risks I've outlined.

Thank you for your time and service.

52) From: Steve Burch burch707@gmail.com

Hi Nathan and Arwen,

As I am sure you have received many emails from my neighbors I would like to echo our collective concerns regarding the rezoning of the lots listed in the subject line. I am a homeowner in the Yankee Hills neighborhood, specifically at the corner of Lakebreeze and Jaybird where it appears there would be an access road granted for the potential development. Our biggest concerns are around the increased traffic and the impact it would have on our neighborhood. There is only one residential road in and out of the neighborhood and increasing traffic at the level required for a high density development is very likely to increase the danger of accidents given that children often play in and around our streets.
A high density development would also require the removal of a significant portion of the forested habitat that abuts our neighborhood. This is another safety concern based on possible interactions with autos and wildlife. We routinely see several deer at a time passing where Jaybird would be extended. Based on the drawings I've seen this would be a bland corner with an elevation drop.
Lastly, these parcels seem remote for a high density development. The units would be a significant distance from public transportation and thus be an added burden for the new residents.
I will plan on going to the planning meeting on August 5th.
Thank you for your consideration.
Cheers
Steve Burch

53) From: Ryan Biziewski, Land Manager
John Mourier Construction, Inc.

Dear Ms. Leanza,
We received your letter dated June 9, 2025, regarding the proposed inclusion of our property in the City's list of alternative RHNA sites.

JMC understands and respects the City's obligations to meet State housing mandates under RHNA; however, first and foremost, we do not support the rezoning of our property from its current designation of medium density residential to high density residential. In addition to our

general opposition to a change in land use, we want to share several site-specific challenges that make high density development on this parcel infeasible:

1. The parcel only has one ingress and egress through a developed subdivision. The RHNA density will create challenges for the existing residents and may create difficulty for the emergency services departments.
2. Introducing high-density development into an established single-family neighborhood may significantly alter the community's character, leading to compatibility issues, increased traffic, parking strain, and visual impacts that are inconsistent with existing development patterns.
3. The site is located within an existing subdivision and is isolated from streets and transit that are typically expected for this type of dense project. Further there would not be connectivity and smart growth connections to shopping and other uses normally associated with this type of density.
4. Achieving the required density will likely necessitate three-story buildings and deviations from the City's established parking standards, which may not be appropriate or feasible for this site.
5. Additional variances to City conditions and standards may be needed to develop this high density residential (e.g. parking requirements, one point of ingress/egress, etc.) based on a review of the layout of the project.
6. It is unclear whether existing infrastructure, such as water, sewer, storm drainage, and roads, can adequately support the increased demand from high density residential development. Upgrades may be required, resulting in additional public or private cost burdens.
7. The topography of the site will likely require significant retaining walls costs and challenges for compliance with ADA with the RHNA mandated density.

Considering these issues, we respectfully ask that our property not be included in the proposed high density RHNA site inventory and that it be withdrawn from the scheduled discussion at the August 5, 2025, Planning Commission meeting.

Sincerely,
John Mourier Construction, Inc.
Ryan Biziewski
Land Manager

Planning Commission Blue Memo
Public Correspondence
(Received 7/31/25 through 8/05/25)

54) From: Matthew Bollinger mlbollinger28@gmail.com

Dear Mayor Janda and Members of the Rocklin City Council,
I am writing as a Rocklin resident deeply concerned about the proposed affordable housing development. Rocklin is defined by its strong values: hardworking residents, community pride, and well-maintained neighborhoods. I fear that this project could strain the very quality of life that makes our city exceptional.
1. Fears about Crime and Community Safety
Many community members worry that affordable housing developments can bring increased crime. Some anecdotal accounts describe illicit activity and violence in concentrated low-income complexes. While exceptions exist, the specter of increased criminal behavior understandably unsettles residents seeking to preserve Rocklin's safe environment.
2. Concerns Over Property Values
One prevailing fear is that introducing subsidized housing may depress surrounding home values. Earlier literature has identified resident concerns about declining property values and neighborhood character. In particular, there is evidence that in high-income suburban areas, building affordable housing could slightly reduce home prices—especially if the development is perceived as incongruent with local housing stock and community standards.
3. Rocklin's Local Context
Rocklin boasts a high median home value and steady appreciation over the past decade, estimated at around 0.12% annually—well above typical state and national rates. These trends reflect the investment Rocklinites make in maintaining property standards and neighborhood stability. This project may risk shifting that investment dynamic.
4. Living Community Norms
Rocklin is proud to be a "family community," built by people who value hard work and long-term commitment. Any changes to housing stock should respect the established character of existing neighborhoods. Many residents feel that introducing a high-density income-restricted project into predominantly owner-occupied areas could disrupt that balance and alter neighborhood cohesion.
Ultimately, Rocklin's success is rooted in carefully managed growth, civic responsibility, and a shared vision of neighborhood integrity. I respectfully request that the Council fully weigh the potential risks to crime, property values, and community character before moving forward.
Rocklin is a very special city, and I feel very privileged to call it home. I have a young family, and we love Rocklin's schools, businesses, parks, and community character. I would encourage anyone who is hard-working and civic-minded to consider moving to Rocklin. For the aforementioned reasons, I believe the addition of state-mandated affordable housing would do more harm than good to the community.
If there is any recourse to fight this unwanted affordable housing imposition from the state, I think it should be vigorously pursued.
Thank you for your service and your careful consideration.
Sincerely,
Matthew Bollinger
Rocklin Resident

55) From: Margie Richmond margierichmond@gmail.com

Dear Council Members and Planning Commission Members,

I would like to ask that Parcel Number 045-011-001-0000 be removed from consideration for rezoning under RHNA. This property is not right for High Density Housing and zoning it as such would be a mistake.

The proposed lot resides in a neighborhood of single family homes which does not have the infrastructure to support an expected 250+ residents.The traffic on Argonaut and Midas is already an issue, especially during school hours, and the prospect of adding an additional 250+ vehicles is unreasonable. Argonaut is the only thoroughfare to access the neighborhood and this drastic influx of vehicles would be a negative impact to all surrounding communities as well as significantly decrease emergency services response times.

It is also my understanding that there are over 30 additional parcels that are in consideration for rezoning in the city of Rocklin. After review, parcel 045-011-001-0000 is the only lot that is situated in a neighborhood. As such, important accommodations for residents of High Density Housing are not afforded in this location. The parcel is located at the backside of the community and does not allow prospective High Density Housing residents walk-ability as there is not close proximity to stores nor a main street.

I sincerely hope that you take this request to remove parcel 045-011-001-0000 from rezoning into serious consideration. While I understand the importance of the city offering High Density Housing to its residents, the rezoning proposition is not a good fit for this community as it will conflict with the current character and would forever change this beloved neighborhood.

Margie Richmond
3946 Sweetwater Dr, Rocklin
916.214.3946

56) From: Andrea Jensen amjensen@sbcglobal.net

Rocklin City Council and City Planning Commissioners,

I echo the sentiments of Donald's questions. In addition to my previous letters that have been recorded, I would like this in record for our property at 3946 Argonaut Ave, Rocklin.

In my response to the letter I received from Jared, I raised some of these same concerns to the link he provided trying to ease the issues I addressed.

Bottom line is I would like, at minimum, to see parcel number APN 045-011-001-000 removed from the rezoning you are considering and want this in record for us.

Thank you,
Andrea Jensen

57) From: Kyle Chatelain chatkyle@yahoo.com

Dear Rocklin City Planning Commission and Rocklin City Council,

My name is Kyle Chatelain. I was born and raised in the Mission Hills neighborhood and loved it so much that my wife and I purchased my childhood home from my parents. I've lived at 4607 Lemon Hill Drive for 36 years, and we're now raising our own family here. This neighborhood means a great deal to me.

I'm writing to express my **strong opposition** to the proposed rezoning of farmland for apartment and housing development on **Parcel Number 045-011-001-0000** and the surrounding area.

While I understand the need for affordable housing, I do not believe this specific plan is in the best interest of our city. My concerns include:

- **Increased Traffic Congestion:**
  Our current infrastructure is already under strain. Adding high-density housing will only worsen congestion, especially on Argonaut and Midas Avenue and surrounding roads. For context, a prior proposal to build homes on the former Sunset Whitney Golf Course was denied due to traffic concerns—and that was before the Skyline development added even more vehicles to an area not built for this volume. Notably, there is only one ingress/egress point to the area, further complicating traffic flow and emergency access.
- **Strain on Public Services:**
  Our schools, parks, and emergency services are already stretched thin. Additional housing will put further pressure on these systems. As a public safety concern, longer police and fire response times could cost lives when every second counts.
- **Loss of Neighborhood Character and Green Space:**
  This development would alter the peaceful, residential character and reduce the green space that makes our community so livable. The quality of life for existing residents would be permanently impacted.
- **Decreased Property Values:**
  Increased density, overdevelopment, and inadequate parking often lead to lower property values. Homeowners who have invested in this community deserve better planning and foresight.
- **Pedestrian Safety Near Railroad Tracks:**
  The nearby railroad tracks pose a safety risk. Families and children may be tempted to cross the tracks on foot to reach parks or nearby stores, increasing the risk of serious accidents.
- **Parking Shortages:**
  The Planning Commission appears to allow the applicant to request a minimum standard of just one parking space per unit—despite most units likely housing two or more drivers. With no visitor parking required, our streets will inevitably become overcrowded, with cars parked in front of existing homes.

Because of these serious concerns, I respectfully request the Planning Commission:

1. Conduct more public outreach and hold workshops specifically focused on this parcel and its impacts—many residents feel their voices have not been adequately heard.
2. Commission an independent infrastructure impact study, including traffic counts during peak hours, as well as evaluations of water, sewer, and emergency response capacity.
3. Explore development strategies that are more consistent with Rocklin's General Plan and the character of existing neighborhoods.

Additionally, I have the following questions:

- Has the City conducted a recent traffic study specific to this parcel, considering peak commute times on Argonaut and Midas? If so, can the results be shared with the public?
- How will the City ensure pedestrian safety, especially concerning the nearby railroad tracks?

- Rocklin has already designated over 100 acres for affordable housing in other areas—why not prioritize development there rather than introducing high-density housing into yet another established neighborhood?
- How will community feedback be incorporated into the final decision-making process for this rezoning?

I welcome the opportunity to further discuss these concerns and appreciate your time and service to our city.
Please consider the long-term impacts of this decision. I urge the Council to reject the current rezoning proposal and instead pursue balanced, sustainable alternatives that reflect the needs and values of our community.
Sincerely,
Kyle Chatelain

58) From: Michael Olsen molsenmail80@gmail.com

Hello all,

My name is Michael Olsen and I live at 3728 Argonaut Ave. My wife and I first moved to Rocklin when we were just 12 years old and both attended Springview and Rocklin High School. Growing up here was the best thing that ever happened to us. We made so many close friends and connections that we still have to this day. Some of whom we still gather with on a weekly basis and speak to daily. They are like family. Some also have moved back to this very neighborhood and other parts of Rocklin. This is an incredibly special place to raise a family. I would not be who or what I am today without them or the experiences that I have had growing up here.

My wife and I started our family when we lived in Carmichael, then moved to West Roseville, and never felt like we were home until we moved back here to Rocklin. Our 2 boys had many friends in Roseville and were not excited about the move. However, within the 1st year of living on Argonaut, they could not have been more happy that we moved. They attended Parker Whitney, Springview, and Rocklin HS (youngest is still at RHS). My oldest is home from college and still gets together with his friends from Rocklin everyday. It warms my heart and I know that we made the right decision in coming back here and to see them thrive in a community that is so special to me.

As someone that invests in real estate in the Boise and McCall, ID area, I have seen first hand how quickly areas can change. Even Rocklin is almost unrecognizable from what it once was. Which is fine. Change is not in itself bad. Change can be very good, but only if done properly. Putting high density and/or low income living at the end of an established well sought after neighborhood is not how we should plan to develop and change this city that I love dearly. This will make people want to leave the neighborhood and less desirable for those looking to move to the neighborhood. The goal should be to make neighborhoods more desirable, not less. Think of the added traffic alone. It's not just the residents that add traffic. It's the visitors, the delivery drivers, the maintenance and construction folks. With one way in and out, this will significantly increase traffic. Adding another way in and out isn't the answer in my opinion either. That will open a path for people to use as a shortcut raceway and easier access for those looking to burglarize, etc. In other words, it has been my experience that small communities with one way in and out are safer and more desirable.

On top of that, we need to set people up for success. If there are going to be families that rely on nearby facilities for things such as jobs, shopping, and public transportation, then do them a favor and put them in a convenient location that provides them with easy access to what they need. Some of them are having a hard enough time as it is. There is a reason why you don't see low income high density living deep in well established neighborhoods.

Part of growing up here is knowing that we live in a community where people look after one another. That is what we are asking of you today. Help us to look after those of us that have worked hard to have a neighborhood perfect for raising a family and that you don't have to leave to grow old. Help those in need of low income housing to be in an area that supports their needs for success. Let's make sure that we keep all of Rocklin a desirable place to live, not just parts of Rocklin.

To be clear, I'm not fighting for whether or not this parcel should be developed. I would honestly much rather it not be developed, but I understand needs to develop areas. I am, however, fighting the zoning and how it gets developed. This is a single family home neighborhood in a residentially zoned area and should remain that way if you want it to remain as desirable as possible. If you don't think that changing that will reduce how desirable this neighborhood is, then I urge you to have some more conversations and do some more research before making your decision. We should never accept reducing the desirability of a Rocklin neighborhood. We should always strive to make Rocklin more desirable to continue to attract the amazing people that drive this community.

Sincerely,
Michael Olsen

59) From: Nadara Craun nadara_craun@wavecable.com

While the State of California may be driving the need for Rocklin to re-asses its land management and parcel zoning plan, the current approach of simply changing zoning without regard for the existing residents and surrounding communities is inappropriate. It does, in fact, violate California's current position that supports a property owner's general rights to use their land without having that use or the properties' values impaired by damaging uses of neighboring properties. Therefore, the proposed rezoning of Parcel Number 045-011-001-0000 to HDR MU-24+ violates California's stated rights as it is not consistent or suitable for the surrounding area and neighborhoods. This inappropriate land use will have a negative impact on the surrounding communities in the following ways:

Roadways

Midas Ave. and 5th St. intersection:

Traffic at this intersection has been a problem for many years particularly during school drop-off and pick-up times.

There is no room to build a roundabout and a traffic light would not reduce the amount of traffic through this intersection; therefore, it would not reduce the traffic impact. In fact, it could increase the waiting and therefore the environmental and safety impacts. This

also poses a hazard to public safety because emergency response vehicles would be delayed as they encounter additional traffic obstacles. Not forgetting, of course, that hundreds of children are present – in cars, on bikes, scooters, skateboards and on foot. All would be exposed to increased safety risks with the increased traffic.

Midas Ave. from Pacific to Clover Valley Rd.:

Residents along Midas already are unable to safely exit their properties due to both the amount and the speed of traffic. With the significant increase in trips that will result from HD zoning, they will suffer from a disproportionate increase in danger and inconvenience as well as increased exposure to both noise and air pollution.

Other surrounding roadways and neighborhoods:

Whether traffic is routed through or near the Green Valley Ranch, Mission Hills, or Yankee Hill Estates subdivisions, the impact of HD zoning on the existing communities will be severe. Children play on those streets. And they will be subjected to many, many more speeding cars and distracted drivers. Increased traffic will result in more speeding and more aggressive driving as has been documented (Federal Highway Administration of the Department of Transportation).

In short, adding more vehicles and more trips increases the environmental and safety impacts, thus increasing issues for the surrounding communities and the liability to Rocklin. The impacts to these neighborhoods can be mitigated, to a degree, through the responsible use of Parcel Number 045-011-001-0000. Re-zoning to HDR MU-24+ does not constitute responsible use.

Additional Impacts:

Business Development

Rocklin has stated in the Regional Housing Needs Allocation Overview (RHNA, last updated Sept. 17, 2022) that the Retail Sector requires higher density to locate to Rocklin. I would argue that the retail activity at the Sierra College/ I-80 interchange proves that that condition has already been met. Further, if the re-zoning of Parcel Number 045-011-001-0000 might be thought to be a positive impact on the Pacific Street corridor, I would encourage City Staff, City Council, and City Planning Commission to study the Taylor Corridor in Loomis where there is a vibrant and thriving community-based retail business center that is not surrounded by HD housing.

The RHNA Overview also stated that the retail sector desired higher incomes. Given the very high density (24+) being proposed for this property and its placement, it is unlikely to attract higher incomes, thus increasing strain on the surrounding neighborhoods without an equivalent benefit to the retail sector or the community as a whole.

Accordingly, re-zoning of Parcel Number 045-011-001-0000 is not justified by the city's RHNA rationale.

Public Utilities and Services

The responsibility for providing public safety, well-maintained roads, sufficient water supplies and electricity are the duties of government. Rocklin's First Responders fulfill their responsibilities with distinction. Unfortunately, in my opinion, the other duties are not met. Residents are asked to conserve water, to restrict cooling/heating, and to limit appliance use to reduce demand on infrastructure. We are told to live with increased traffic and the subsequent safety and environmental hazards. And residents must spend thousands of dollars to mitigate city/developer-induced problems when inappropriate builds are approved (e.g., Skyline at Los Cerros.)

High density housing increases the burden on and the demand for services without providing an appropriate level of incremental benefit. While the general response to these issues is that developer fees and increased tax revenues will provide the offset, that is unlikely to be the case with the rezone of Parcel Number 045-011-001-0000 given the placement of the property and the many negative impacts already mentioned. Different areas can be rezoned far more readily and though there would be safety and environmental questions to be answered, if the properties were suitably identified, these issues would have less of an impact on the community.

Rocklin's website and the page*, "Why Rezoning is Required—and What It Means for Our Communit*y, explains why Rocklin government believes rezoning is necessary but the reasons stated are not supportable in the case of Parcel Number 045-011-001-0000 as outline below:

1. *"It's the law"*

   The fact that it is law does not mean that this specific parcel must be rezoned. Rocklin has many, many other parcels in less developed/mature areas where re-zoning would have far less impact on the environment and the existing community and residents. I won't discuss here the ethics of how this particular parcel rezone has come about. A single parcel with one resident who may not have the means to fight would seem an easy path. Suffice it to say that "legal" does not make it "ethical." The legal obligation to meet a housing target does not mean that you must rezone this specific parcel.

2. *"It helps planning locally"*

   Rezoning may help the city retain control, but in the case of Parcel Number 045-011-001-0000 it's not being done with consideration for current property owners' rights or consistent with existing property use. Other parcels that are already being used in a high-density fashion but not necessarily designated as such (i.e., mobile home parks) may be easily rezoned without impact to the existing community or residence. Further, as stated previously, there are many more parcels where HD zoning could be imposed with far fewer impacts.

   3. "It supports the community"

   This is the only statement that might withstand a cursory, but not a full, inspection. It does not overcome the egregious impacts that rezoning Parcel Number 045-011-001-0000 will enable, especially in light of the many other areas where rezoning could occur with far less impact. Rezoning Parcel Number 045-011-001-0000 to HDR MU-24+ will not support the community, Instead, it will have a negative impact. In the context of

Parcel Number 045-011-001-0000 it could be claimed that “it supports the community” is an emotional argument, not a logical one.

In closing, the rezoning of Parcel Number 045-011-001-0000 to HDR MU-24+, in my opinion, is neither logical nor rational. It will not improve the community, rather it will have a costly and deleterious impact. The need to meet California State requirements can be met in other ways. I therefore strongly urge the Rocklin Planning Commission to not recommend the rezoning of Parcel Number 045-011-001-0000.

Sincerely
Nadara Craun
3942 Argonaut Ave.

60) From: Doug Dickson doug_dickson@wavecable.com

I respectfully urge the Rocklin Planning Commission to reconsider its proposal and not recommend the rezoning of the Subject Parcel on the following grounds:

Inappropriate Land Use:

While it is understandable that the City wants to establish higher density housing, that housing needs to be thoughtfully located and consistent with surrounding land use and amenities. The California Department of Housing and Community Development states that the intention of zoning is that local ordinances and policies are enacted to protect the health and safety of citizens and further the general welfare of the community. Rezoning the Subject Parcel to higher density would do the opposite for the surrounding existing neighborhoods. The Subject Parcel is located proximate to the neighborhoods on Sweetwater, Lemon Hill, Argonaut, Los Cerros, Clover Valley, and Rawhide. High density housing is simply incompatible with these existing neighborhoods. Further, rezoning this parcel is unjustified given numerous other available locations, far more suitable to high density housing.

Financial Impact to Adjacent Properties:

Rezoning of the Subject parcel would result in irreparable harm to surrounding property owners due to depression of property values and other financial impacts. A suggestion from the Planning Commission is that Rezoning the Subject Parcel doesn't really affect members of the existing neighborhood at all. This is not correct. As members of the Planning Commission are undoubtedly thoroughly familiar with the real estate industry, they are certainly aware that prospective real estate buyers consider future development plans. Rezoning would decrease the appeal of the area for real estate buyers due to the impact on the character of the neighborhood and the inconsistency of this proposed rezoning. Even without development, just the act of rezoning the Subject Parcel telegraphs to prospective real estate buyers a future reduced standard of living due to traffic, noise, congestion, street parking, pollution, reduced privacy and strain on infrastructure and resources.

Once developed, harm from secondary financial impacts would also include increased costs for increased demand for resources such as utilities. This would exacerbate the current environment where there is already a scarcity of water and electrical power.

California property rights include a general right of a property owner to use their land without having that use or the properties' values impaired by damaging uses of neighboring properties. Rezoning the Subject Parcel to high density housing would adversely and unjustifiably impact the property rights of homeowners in the aforementioned neighborhoods.

The issues presented by the public to the Planning Commission reflect legitimate concerns for the welfare of the entire community. It is not helpful to gaslight the community with the suggestion that rezoning the Subject Parcel will have no impact on the neighborhood at all. Some of the residents have nearly 40 years of experience and history with this neighborhood and the City of Rocklin's planning and development processes. Does anyone on the current Planning Commission have that comprehensive background and experience?

Increased Traffic and Related Issues:

There are existing traffic issues in Rocklin today. The Deputy Director of City of Rocklin's Department of Public Services, Mr. Justin Nartker's Neighborhood Traffic Survey acknowledged the City's concerns over vehicle speeding, vehicular volume, and pedestrian safety. Given the City's acknowledgment, the Planning Commission must already be aware that legitimate traffic concerns exist for Argonaut today. Additional traffic from high density housing on the Subject Parcel would only exacerbate the existing issues and would be unacceptable.

The existing traffic issues today are also, in part, due to the Rocklin City Planning Commission's and City Council's approval of previous rezoning and development plans without proper or meaningful mitigation of traffic volumes. In numerous examples, like the Los Cerros rezoning and development approval, the City of Rocklin simply did not respond to the input of the community or act with due diligence to mitigate additional traffic volumes from the new developments. Los Cerros is only one of many cases over the last several years where the City of Rocklin has failed to establish circulation patterns and manage traffic volumes to the acceptable standards of the community. It would be disappointing to the community if the City did not learn from its past mistakes.

For surface streets and collectors such as Argonaut, a fundamental tenet of accident investigation is that accidents occur in proportion to traffic volume. If the City of Rocklin already acknowledges the existing traffic issues and proceeds with rezoning and development of the subject parcel, then they must accept shared responsibility for the inevitable increase in incidents, accidents, and injuries in our community.

Environmental Impact:

An environmental impact study commissioned by the City of Rocklin in association with the development of Yankee Hills Estates identified the area south of the Subject Parcel along Yankee Hill to be the habitat of the Valley Elderberry Longhorn Beetle (Desmocerus Californicus Dimorphus). This is a federally threatened species under the Endangered Species Act of 1973. Rezoning to higher density land use is inconsistent with the City's responsibilities to protect this habitat under the ESA.

Conflict of Interest for Rocklin Officials:

Under the California Fair Political Practices Commission's Political Reform Act, a public official in the State of California has a disqualifying conflict of interest in a governmental decision if it is foreseeable that the decision will have a financial impact on his or her personal finances or other financial interests. In such cases, there is a risk of biased decision-making that could sacrifice the public's interest in favor of the official's private financial interests. To avoid actual bias or the appearance of possible improprieties, the public official is prohibited from participating in the decision.

Given the Planning Commission's members' multiple business, professional, and/or political associations that would financially benefit from increased housing density, I believe there is a clear and obvious conflict of interest in making a rezoning recommendation on the Subject Parcel. Adhering to the Act's avoidance of appearance of conflict of interest requires Commissioners with conflicts to recuse themselves of any recommendation. Given the breadth of publicly available information regarding Planning Commissioners' business interests, professional and/or political associations, some might question whether those members are ethically and legally precluded from making a recommendation relative to rezoning the Subject Parcel at all.

D. W. Dickson
3942 Argonaut Ave
Rocklin, CA 95677

61) From: Richard E Schultz rschult1@pacbell.net

To City of Rocklin Planning Commission and Rocklin City Council Members

My name is Richard E. Schultz, my wife Gayle have been owners and residents at 4009 Argonaut Ave., Rocklin, CA **since June 1987**. We very much appreciate our home, neighbors and friendships we have made in the neighborhood in the City of Rocklin.

I are writing to you to express my concerns and opposition to the efforts to rezone the specific parcel APN 045-011-001-0000 and the blanket rezoning of the multiple parcels listed in the hearing notice for the August 5, 2025 planning commission meeting.

Simply put the basic reasons are as follows:

1. Preservation of the character and integrity of the existing neighborhood in the area originally known as the "Green Valley Ranch Subdivision" as it was known in the 1986 development plan.

2. Traffic concerns and impact on the Argonaut Avenue and Midas Avenue corridor and adjacent roadways.

3. Fire and safety issues generated by a potential high density zoned development with only one inlet and one outlet that being Argonaut Avenue. This specific parcel, as you know, is immediately adjacent to the railroad tracks that carry a significant volume of rail traffic which in the event of a railroad incident would be a potential catastrophe event.

Please exclude this specific parcel and potentially other parcels listed in the notice as they may not be appropriate for the zoning changes put forth.

At the request and with the approval of I also am listing my good friends and neighbors:

Andrew and Barbara Giannini, 4008 Argonaut Ave., Rocklin, CA 95677. They also have been residents in their home since May 1987. The are quite elderly and no longer use the email or internet and may not be at the August 5, 2025 meeting,

Thank you, respectfully,
Richard E. and Gayle A. Schultz
4009 Argonaut Ave.
Rocklin, CA 95677
My cell phone number 916-798-0364

62) From: Jeff Smith jeffinrocklin@gmail.com

I am writing to you to express my **deep** concern over the possible / likely rezoning of the above parcel of land at the end of Argonaut Ave. in Rocklin, a parcel currently used to stable horses and with a single resident living on it. I am hoping very much that this is not an issue that is ALREADY DECIDED, but that you will listen closely to the concerns of the hundreds of residents of this area who would be negatively impacted and are strongly opposed to it.

We believe that you will be considering rezoning this plot of land to permit the building of apartments and low-income, high-density homes. This would be tragic for the CURRENT residents adjacent to this property whose homes are generally on large parcels, maintained impeccably, and whose property values are in the neighborhood of $1 million. Placing low income homes and apartments immediately next to them could only bring down property values and the quality of the area. I believe that observations of other such low-income properties in the City of Rocklin support this belief, especially since it is quite possible that many of the low-income, high-density homes would be purchased by people intending only to rent them.

Assuming a possible 30 housing units per acre this, should this be approved, will result in hundreds of additional vehicles DAILY driving down Argonaut Ave, which already has serious problems with speeding and an epidemic of running of the stop signs at Hillside, Mountain View, and Midas. During commute hours and when school is in session Midas Ave. already has serious congestion problems, sometimes backing up from Argonaut to Pacific Street, particularly when a train has stopped traffic, and for a quarter of a mile down Argonaut.

This parcel is immediately adjacent to the very busy Union Pacific tracks and it is likely that a very high, unsightly sound wall would be demanded to block at least some of the noise for new residents. It is my understanding that a local engineering firm has already determined that this parcel of land is totally UNSUITED for high density housing or apartments due to its slope, which would require unusual steps to provide sewage service and storm drain needs.

I am confident in stating that nearly 100% of the CURRENT residents along Argonaut Ave and Sweetwater Ave are strongly opposed to rezoning this for apartments and low-income, high density housing, and I believe that the needs and impacts on current residents must be taken into consideration, and supercede the desire for high property tax income for the City of Rocklin. Please do not allow this type of rezoning to occur.

63) From: Sara Bonaccorso pugonthewagon@icloud.com

I am a resident on Argonaut Ave. I contest the re-zone in the land at the end of Argonaut. We have live here about 10 years. It a well keep up area and safe to live. All the residents take good care of their homes, and are respectful of others. We have no crime issues so far. This area is safe, quiet and well-maintained.
A large Multi-Family Complex at the end of Argonaut is wrong for this neighborhood. It will increase the noise, be congested and diminished access for emergency vehicles as needed. There is no public transportation nearby and the closet market is over 2 miles away. It is my understanding that Rocklin has already designated over 100 aces for affordable housing in other areas. Why not use what is ready for housing than add another area and create additional chaos in a wonderful neighbor we live in. Thank you

64) From: Vanessa Moon vanessajanek@gmail.com

Dear Rocklin City Officials,
My name is Vanessa Moon, I am a lifelong resident of Rocklin, and have been a homeowner at 3745 Argonaut Avenue for almost 8 years. I am writing on behalf of myself and my husband, Cyle Moon, as concerned residents of the Mission Hills neighborhood to strongly oppose the proposed rezoning and development of parcel number 045-011-001-000, located at the end of Argonaut Avenue. The proposed plan to rezone and develop low-income housing on this site poses serious and potentially detrimental effects to the safety, character, and infrastructure of our neighborhood.
One of the most immediate concerns is the exponential increase in traffic this development would bring to Argonaut Avenue. Our street is frequently used by families, seniors, and individuals for walking dogs, exercising, and children walking to and from school, riding bicycles, or playing in front yards and on sidewalks. An influx of new residents and traffic would directly compromise the safety and peaceful nature of our neighborhood.
As longtime residents of Argonaut Avenue, many of us have already noticed a marked increase in speeding and unsafe driving patterns as a result of the nearby Skyline development. We purchased our home on Argonaut Avenue before this development was constructed for many reasons, notably the tranquility that Argonaut Avenue provides. We have already seen this tranquility diminished as a result of the Skyline development. I have personally witnessed first-hand cars speeding upwards of 50 mph to and from the Skyline neighborhood, to the point where our neighborhood is, at times, unsafe for our four children (ages 6-14) to even play in our front yard. The addition of low-income, high-density housing at the end of Argonaut Avenue would undoubtedly worsen these conditions, increasing the risk to pedestrians, cyclists, children, and pets.
Additionally, there is currently little to no infrastructure in place to support a sudden increase in population. The area lacks access to public transportation, and the nearest grocery stores and essential services are several miles away. Without reliable transit options or nearby amenities, this development could place strain on existing roads and services, with few solutions in place.
Many residents in this area, including seniors and retired individuals, chose this neighborhood because of its quiet atmosphere and sense of security. Rezoning this parcel for high-density, low-income housing would dramatically alter the character of the neighborhood in a way that is neither planned for nor supported by the current infrastructure.

While we recognize the importance of providing affordable housing, we urge the City to carefully consider locations that are better equipped to support this kind of development, like areas with existing transit lines, nearby commercial services, and roadways designed to handle higher traffic volumes. The City has already designated over 100 acres for affordable housing in other areas which could be better suited and are already zoned for this use.
Despite my family's younger demographic, we purchased our home on Argonaut Avenue as our "forever home" because we loved the tranquility, character, and safety the neighborhood provided. Some of these characteristics have already been diminished by the construction of the Skyline neighborhood. Please don't diminish them even further by approving the rezoning of parcel 045-011-001-000 to allow for it to be developed with low-income housing.
We respectfully ask you to protect the integrity of our neighborhood and deny the rezoning request for parcel 045-011-001-000.
Thank you for your attention and thoughtful consideration of this matter.
Sincerely,
Vanessa Moon

65) From: Susan Manzer stmanzer@sbcglobal.net

My husband and I are reaching out to share our concerns and ask that the city of Rocklin reconsider rezoning the property at the end of Argonaut Avenue, Parcel Number 045-011-001-0000. We recently planted roots here from Tracy valley just 6 months ago and purchased a beautiful home around the corner from Argonaut on Sweetwater Drive. What attracted us to this beautiful neighborhood was the large lots, quiet neighborhood, and well maintained homes and yards that you would typically see in a gated community with HOAs. Bringing in a large multi-family complex to this location will increase noise, congestion, parking, and will diminish access for emergency vehicles when needed. We have already experienced access issues shortly after moving during the pipeline replacement project on Midas. One particular day my husband couldn't return home because a tree removal company blocked off Mountain View and the Midas project blocked off access to Argonaut. This was very frustrating and concerning that he could not return home. There is only one ingress/egress street and this new development would further impact the congestion. Our neighborhood doesn't have the infrastructure to support apartment living and low-income housing will not only decrease the value of our homes but take away our sense of safety and security.

Nathan, please place yourself in our shoes and help us be heard. I believe you would want the same for your family and neighborhood.

Thank you for your time.

Susan and Tim Manzer

66) From: Knox Mary Anne mamoknox@att.net

Dear Rocklin City Planning Commission and Rocklin City Council members,

My name is Mary Anne Knox. My family and I have resided in the Mission Hills, Green Valley 2 subdivision neighborhood for almost 40 years, purchasing our brand-new home directly from Ron Ward Construction and Ojai Stevens in the Summer of 1987. We raised our family here and

now enjoy seeing many new families moving into the neighborhood and raising their own young families.

I join all of my neighbors in voicing my **strong opposition** to the proposed rezoning of parcel #045-011-001-0000 (Argonaut Avenue) from farmland to high-density, affordable housing.

While all of us are in favor and support the need for affordable housing; this housing needs to make common sense and be consistent with the established character and integrity of the existing neighborhood into which it is introduced. Mission Hills has a peaceful, residential character and enjoys adequate greenspace which makes the neighborhood so livable. Rezoning to higher density housing would permanently alter and impact the quality of life in the region, decreasing home property values which all of us have invested in for years.

I don't think that the City has sufficiently predicted the parking shortage which such a rezoning would affect the neighborhood. With the minimum standard of just one parking space per unit and no visitor parking required, our neighborhood streets will inevitably become overcrowded with automobiles parked in front of existing homes.

Additionally, such rezoning would put an enormous stress on our existing public services which are already stretched beyond their limits. Longer fire and police response times would result due to this rezoning, not to mention the additional strain on existing water, power, and sewer services. Has anyone consulted with Rocklin Unified School District to measure the impact these additional numbers would make on our neighborhood schools - Parker Whitney Elementary and Spring View Middle School?

Lastly, none of us can forget the massive inconvenience we all lived through due to the collapse of the tunnel below Midas Avenue requiring months of road closure and then later due to the PCWA re-construction work which closed major portions of Midas Avenue for months at at time. While these projects were necessary and ultimately beneficial - they were temporary and we all understood that. Rezoning to high-density would make this increased traffic congestion **permanent**!

In closing, I respectfully request that the City and Planning Commission reject this particular parcel rezoning in favor of awarding rezoning to any of the many, additional parcels within the City which already support the necessary infrastructure to make the project successful.

Respectfully submitted,
Michael and Mary Anne Knox
4605 Chelsea Place
Rocklin CA 95677
916-316-1081

67) From: deniseajohnston@yahoo.com

Dear Planning Commission Members,

As residents of Rocklin since 1987, we write to you with our concerns regarding the proposed rezoning of the parcel at the end of Argonaut.

Argonaut is already an expressway. Many drivers do not follow the speed limit, nor do they stop at stop signs. Especially drivers coming down Hillside from the Skyline development. A tragedy is certain to happen.

Adding more traffic to Argonaut is a critical concern. Ingress and egress are limited and in the event of a fire, or other emergency, it would be difficult, if not impossible, to get out of the neighborhood. And you want to add more traffic? Will you take responsibility for tragic outcomes?

Furthermore, you should already be aware of the traffic issues currently affecting Midas Ave. Especially during the start and end of each school day. And you want to add more traffic?

Another concern is water pressure and how additional residential units will increase the strain on the system, further reducing pressure.

And then there is the matter of how property values will be affected. As you know, one's home is usually one's greatest asset. Would you want your greatest asset devalued?

In light of these critical concerns, it is difficult to see how anyone (current residents and residents of future development) benefits. We urge you to carefully consider all of the concerns being raised.

Thank you.

Denise & Paul Johnston
4704 David Ct.
Rocklin, CA 95677

68) From: Kenneth F Kelsey slumpstone@sbcglobal.net

I am writing to express my opposition to the proposed RHNA rezoning of Parcel Number 045-011-001-000 in the city of Rocklin, CA. I have serious concerns about this parcel and believe the city must take these into consideration now and not at a later time. Please enter this letter into the record for the meeting to be held on August 5, 2025.
Future high-density building in Mission Hills does not meet Rocklin's criteria per its Residential Development Standards, page 7-66 ("preserving the character and integrity of existing neighborhoods") AND page 7-95 ("avoiding locations that were largely adjacent to single-family land uses and [also needed to] consider sites that were in close proximity to arterials and transit routes, parks, services and places of employment.").

The triangular shape of the parcel will render significant portions of the site unusable, presuming the city will enforce buffer zones along the railroad tracks. Buildings in excess of three stories will likely need to be utilized on the smaller area of developable land in order to build 30 dwelling units per acre of HDR land. This goes against City policy and does not fit in with the adjacent neighborhoods.
Sincerely,
Vickie Kelsey

69) From: Spencer Widmeyer spencerwidmeyer@gmail.com

Dear City of Rocklin Officials,

My name is Spencer Widmeyer, I live at 3775 Argonaut Avenue, Rocklin, CA 95677, I am a resident of the Mission Hills neighborhood, and I am writing to express my strong opposition to the proposed rezoning of Parcel Number 045-011-001-0000 at the end of Argonaut for a large multi-family low-income apartment complex.

This development would negatively impact our community for the following reasons:

Traffic and Safety: There is only one ingress/egress route, already overburdened by existing developments. Adding over 270 additional residents and vehicles would create excessive congestion, safety risks, and delays for emergency vehicles.

Parking Overload: The minimal parking requirements per unit will flood our streets with parked cars, greatly diminishing the quality of life and creating dangerous conditions.

Quality of Life Impact: Mission Hills has been a safe, peaceful, and well-maintained neighborhood where seniors, retirees, and long-term homeowners reside. The proposed project would bring increased noise, congestion, and decreased property values.

Inadequate Infrastructure: Our area lacks public transportation and the necessary infrastructure to support a high-density development. The nearest grocery and pharmacy options are over 2.5 miles away, which poses a challenge for families without personal transportation.

Existing Affordable Housing Alternatives: The City of Rocklin has already set aside over 100 acres for affordable housing elsewhere. We urge you to use those spaces instead of disrupting an established neighborhood.

On behalf of myself and many fellow residents, I respectfully urge you to vote NO on the proposed rezoning of this parcel. Please protect the character, safety, and livability of the Mission Hills community.

Thank you for your time and consideration.

Sincerely,

Spencer Widmeyer
3775 Argonaut Avenue

70) From: dan carrillo gotfysh@gmail.com

I live on Sweetwater dr ! I have seen the negative impact that skyline has had on the neighborhood ! More traffic , excessive speeding through the neighborhood ! Adding that many more residents with limited access would be too much ! Let’s put this proposed development in the developers neighborhood !
I would have no problem with that !
Dan Carrillo

71) From: deborahlbasile@aol.com

To the Rocklin Planning commission and the Rocklin City Council:

My husband and I have lived at 3966 Argonaut Ave., for 21 years. We love our quiet well-kept neighborhood. I am writing about your rezoning parcel number APN 045-011-001-000.
You no doubt have heard from many of our neighbors about concerns and issues. Already the traffic impact on Midas and Argonaut with the Skyline development is terrible. With only one way out of the neighborhood, adding another 300-500 cars would cause greater issues. In the City of Rocklin Housing Element 2021-2019, Adopted 8/21, you cite the following:
"The Zoning Ordinance also serves to preserve the character and integrity of existing neighborhoods."
I do not understand how low income housing would preserve the character and integrity of our existing neighborhood.
Future low income (high density housing) building in Mission Hills does not meet Rocklin's criteria per its Residential Development Standards, page 7-66 "(preserving the character and integrity of existing neighborhoods") and page 7-95 ("avoiding locations that were adjacent to single-family land use and consider sites that were in close proximity to transit routes, parks, services and places of employment"). Our area does not provide the nearby infrastructure that may be needed by low-income families. The closest grocery store would be an hour walk each way just to get food for a family to feed themselves. While we understand, the need for such housing this is not the area to for consideration.
We are extremely concerned about the potential of Low-income housing in our area. We moved to Rocklin over twenty years ago to get out of the Bay area and the continued down fall due to the population incoming. We waited over a year to find the right property in this quiet, well-maintained neighborhood. We are retired and this home is our safe place. We cannot afford the devaluation of our home due to low income housing moving in the area.
We look forward to hearing from the council on these matters. My hope is that you intend to address each one of these issues.
Please confirm that all emails you receive are considered written correspondence.
Respectfully,
Deborah and Joe Basile

72) From: Dan Durbin dandurbin5@gmail.com

Hello,
My name is Dan Durbin. I live at 3971 Argonaut Ave. I am writing to you because I have questions/concerns over the rezoning of parcel number 045-011-001-000 to affordable income housing.
Here are my questions and concerns:
#1 Why put affordable housing in an established neighborhood?
#2 Very few homes have just one car, so the minimum one car parking space allotted means the overflow parking will be on Argonaut Ave and other side streets.
#3 If high density housing is built on that parcel that means EXTRA TRAFFIC on an already busy Midas.
#4 I realize the state is requiring the city of Rocklin to have a certain amount of affordable housing. Why not rezone some commercial land where there is more accessible public transportation, groceries/pharmacies, etc?

Please do not allow this rezoning, it will not benefit the neighborhood or the city of Rocklin.
Dan Durbin

73) From: June Macdonald gratitude4you@yahoo.com

I am writing to express my opposition to the proposed RHNA rezoning of Parcel Number 045-011-001-000 in the city of Rocklin, CA. I have serious concerns about this parcel and believe the city must take these into consideration now and not at a later time. Please enter this letter into the record for the meeting to be held on August 5, 2025.

1. **Public Safety Risks:** Should there be an emergency necessitating evacuation of the area, the residents could find themselves unable to escape due to limited egress options and including the possibility of a train blocking the roadways. There has been at least one train derailment and one train track fatality in Rocklin in recent years, both of which closed the tracks for a period of time. Additionally, with fuel lines running along the railroad tracks, the City is putting the nearby population at risk. Rezoning and developing denser housing will put potentially hundreds more people at risk. The City can, and should, be held accountable for knowingly doing so.
2. **Topographical Deficiencies:** This parcel has been evaluated by a local civil engineering firm which has determined that it is neither conducive to, nor cost-effective for, high-density residential design. The reasons include:

a. The slope of the land will require extensive fill to level it for HDR development.
b. Lift stations will be required for sewer and storm drainage because it will not "gravity drain."

These two points will significantly increase the cost of [HDR] development on this parcel.

Additionally:

c. The triangular shape of the parcel will render significant portions of the site unusable, presuming the city will enforce buffer zones along the railroad tracks. Buildings in excess of three stories will likely need to be utilized on the smaller area of developable land in order to build 30 dwelling units per acre of HDR land. This goes against City policy and does not fit in with the adjacent neighborhoods.

3. **Insufficient Roadways:** The surrounding roads are not designed to handle vehicles for 270 additional dwelling units (assuming 30 units/acre and at least 1 vehicle per unit). The Midas-Argonaut area is presently struggling to handle existing traffic. Traffic is gridlocked at certain times of the day, particularly during the school year. Increased density from this rezoning will exacerbate congestion, making daily commutes and local travel unbearable for residents. Homeowners on these streets can paint a realistic picture for you as to what they are experiencing today.

4. **Insufficient Access to Necessary Services:** Residents in high-density, lower-cost housing should be within a reasonable distance of grocery stores, drug stores, schools, etc. There is NOTHING within a reasonable walking distance of this parcel, nor is there public transportation available within close walking distance.

5. **Strain on Public Services:** Our schools and first responder (police, fire) services are already operating at capacity. This rezoning and potential development will place an added burden on these vital public services, diminishing their quality for all Rocklin

residents. The truth of the matter is that there is insufficient police presence today to enforce traffic violations, which have skyrocketed with recent developments in the area.

For these reasons, this particular parcel should no longer be considered or recommended for rezoning to HDR. Thank you for your consideration of this matter and thank you for serving the residents of Rocklin.
Respectfully,
Donald and June Macdonald
3739 Hillside Drive

74) From: adoptadog4me@wavecable.com

To: Rocklin City Council and Planning Commission
Regarding: Rezoning of Parcel #045-011-001-000

My name is Nancy Clinton. My husband and I have lived in Rocklin since 1984. In those 41 years of living in our home at 3774 Antelope Way, we've seen Rocklin grow and change in amazing ways.

Having been members of Sunset Whitney Country Club for 28 years, it was sad when Charley Gibson ruined our golf course for the sole purpose of wanting to build houses on it. I was pleased when the city of Rocklin came to the rescue and purchased the land to save that open space for recreational purposes for all of Rocklin residents to enjoy. The City Council recognized that additional homes in an already impacted area would be a problem with traffic on the neighboring streets.

Then came the 100+ homes built on the top of the hill off of Argonaut and Hillside. Even though Skyline Homes are lovely homes, the addition of these houses had made a noticeable difference to our area…more cars, some running stop signs and some even speeding at times. Getting onto Midas in the morning, especially when school is about to start, is a major problem. Traffic is backed up in both directions on Argonaut trying to turn onto Midas. When adding a passing freight train with over 100 cars, backup becomes even longer.

Hearing from my neighbors about the proposal to change the zoning of the property at the end of Argonaut, I could not believe it! This would be a major disaster to the neighborhood I have loved all these years. The traffic would be unbearable and a serious concern in times of emergencies.

Please do not allow a proposal to rezone this land at the end of Argonaut for additional housing to happen. Seeing Rocklin grow from the population of about 8,500 people, when we first moved to Rocklin, to what it is today has been amazing and rewarding. The city of Rocklin has made wonderful choices for our community. They need to continue to do that…and adding more houses and traffic to our Mission Hills area would be a very poor decision and a catastrophe for our neighborhood!

Thank you for your dedication to making Rocklin the best it can be now and in its future. Please say "no" to rezoning the property at the end of Argonaut.

Best regards,
Nancy Clinton

75) From: Jim Richard 4jefferson.1776@gmail.com

To whom it may concern,

Please stop destroying the town I was born and raised in, where I was married and where I am raising my child.
I live on 5th Street and was raised off Keller Ct and have lived here my entire life. My great grandfather owned much of the property in the Greensborough annexation zone. I have deep roots in this place and have watched as it has become less and less familiar and more congested with each passing year. I staunchly oppose the proposed developement of the Pacific Street Apartments and the proposed developement of the Midas and Pacific lot as well. Just an aside, I saw two beautiful deer over there just this morning. These developement will negatively impact the quality of life, ease of mobility and vehicle circulation for Rocklin residents and will bring in out of towners with no roots to the city which will degrade and disrupt our awesome history and heritage and change the face of the town that I was raised in. I live on 5th street near the school and if you lived here you would be aware of the already awful traffic conditions when school is in session.
Adding hundreds of people and vehicles to this neighborhood is a mistake and will degrade the quality of life for those of us trying to make and keep Rocklin home.
As a father trying to raise a family here and fighting to live in the same town I was raised in and give my son the same gift I was given I urge you to drop these projects and end this folly. It will not improve life for Rocklinites and will only serve to fill our streets with congestion, crowds and out-of-towners.

Regretfully,

James Keller

76) From: Bijan Setoudeh bijan.setoudeh@yahoo.com

My name is Bijan setoudeh and my wife is Kimberly setoudeh. Will live at 4354 lakebreeze drive. Is there going to be a vote? What or who decides which site is going to be chosen? What effect does going to the meeting have? I don't see anywhere in the notice I received that there is a vote. How are the parcels 045-011-017 & 045-011-012 going to be used when it is a wetland preserve? They're going to just decimate all the wildlife in there? Also, will all these people have access right into our small neighborhood with one small park? Will there be a fence between the homes off lakebreeze drive and the new development? We have a small community paying a ton of money in mortgage and property taxes to enjoy this area and now these developments will encroach on that, bring tons of low income people to the area to use the same areas as our children when we have worked very hard and saved for years to get into this neighborhood and continue to to maintain the ability to live here. There are many other open lots to use outside of established neighborhoods that wouldn't also destroy entire wetlands. We are completely against these locations for the record.

77) From: deborahlbasile@aol.com
To the Rocklin Planning commission and the Rocklin City Council:
My husband and I have lived at 3966 Argonaut Ave., for 21 years. We love our quiet well-kept neighborhood. I am writing about your rezoning parcel number APN 045-011-001-000.

You no doubt have heard from many of our neighbors about concerns and issues. Already the traffic impact on Midas and Argonaut with the Skyline development is terrible. With only one way out of the neighborhood, adding another 300-500 cars would cause greater issues. In the City of Rocklin Housing Element 2021-2019, Adopted 8/21, you cite the following:
"The Zoning Ordinance also serves to preserve the character and integrity of existing neighborhoods."
I do not understand how low income housing would preserve the character and integrity of our existing neighborhood.
Future low income (high density housing) building in Mission Hills does not meet Rocklin's criteria per its Residential Development Standards, page 7-66 "(preserving the character and integrity of existing neighborhoods") and page 7-95 ("avoiding locations that were adjacent to single-family land use and consider sites that were in close proximity to transit routes, parks, services and places of employment"). Our area does not provide the nearby infrastructure that may be needed by low-income families.. The closest grocery store would be an hour walk each way just to get food for a family to feed themselves. While we understand, the need for such housing this is not the area to for consideration.
We are extremely concerned about the potential of Low-income housing in our area. We moved to Rocklin over twenty years ago to get out of the Bay area and the continued down fall due to the population incoming. We waited over a year to find the right property in this quiet, well-maintained neighborhood. We are retired and this home is our safe place. We cannot afford the devaluation of our home due to low income housing moving in the area.
We look forward to hearing from the council on these matters. My hope is that you intend to address each one of these issues.
Please confirm that all emails you receive are considered written correspondence.
Respectfully,
Deborah and Joe Basile

78) From: Susan Manzer stmanzer@sbcglobal.net

Hello Planning Commision, Rocklin Zoning and City Leadership,
I am writing to express my strong concern regarding the proposed rezoning of the property located at Parcel Number 045-011-001-0000 for the construction of a large multi-family complex. As an engaged resident of Rocklin, **I have serious reservations about the potential negative impact this development would have**, particularly in terms of increased traffic and its effect on local safety.
One of my primary concerns is the significant strain this development would place on our already overburdened roadways. The proposed project would rely on a single road for both ingress and egress, which would funnel all traffic through the intersection of Midas Avenue and Argonaut Avenue. This intersection is already heavily trafficked, with frequent congestion during peak hours. The addition of potentially hundreds of new residents in a large multi-family complex would exacerbate the situation dramatically, leading to gridlock and a higher risk of accidents.
Current traffic conditions at Midas and Argonaut are already challenging. During rush hours, this intersection is often backed up, with delays affecting both drivers and pedestrians. A sharp increase in traffic volume would make it nearly impossible for residents to navigate the area safely and efficiently, especially near the entrance to the Sunset Whitney Recreation Area. Additionally, the potential bottleneck at this intersection could result in dangerous delays for emergency vehicles, worsening response times in a crisis, especially for a community with a higher geriatric population. Furthermore, local businesses and existing residents would bear the

brunt of these delays, leading to a decreased quality of life for those already living in this neighborhood.
I strongly urge the Planning Commission and local leaders to reconsider the proposed rezoning. The preservation of our community's character and the maintenance of manageable traffic flow should be top priorities in any development decision. This proposed zoning would cause more harm than good.
Thank you.

Sincerely,

Shaun Peterson

79) From: Frank Thomas

Regarding the City of Rocklin Rezone of Parcel 045-011-001-000
My wife and I were informed via a flyer left on our door that the city is considering rezoning a parcel located at the end of Argonaut Ave. We have been residents on Argonaut Ave since 2007 and have strong feelings against such a development. I am not going to write a detailed formal letter describing our thoughts and concerns. Instead, they are bulleted out below.
Our thoughts regarding this project and the neighborhood:
· **Why is this parcel being proposed to be rezoned?**
o Proposed zoning change does not fit the context of this and the adjoining neighborhoods.
o There are no other large density projects in this or nearby surrounding neighborhoods.
o City of Rocklin does not own Northern Adjacent Property as this is outside of the city boundary.
§ Does County of Placer also need to comment? What are their thoughts? What are the those neighbors thoughts?

· **The proposed site itself**
o Three Story structures should not be permitted as this in no way fits the context of the surrounding neighborhood.
o Wedge shape property will not allow for good vehicle circulation within the development.
o Not a good site configuration for parking or building layouts.
o Do not agree with (1) parking space per unit if that is what is being proposed.
§ Units will probably have (2) or more tenants per unit driving separately to their own jobs.
o Adjacent neighbors should never have any overflow parking from the development allowed onto their streets.
§ Not acceptable to impact Lemon Hill Drive with traffic and overflow apartment parking. The same with the end of Argonaut Ave.
§ Unfair for residents along Lemon Hill Drive to be forced to accept a secondary access into the apartment complex and the traffic/parking that would go along with it.
§ City police or code enforcement will be spending more time dealing with complaints from adjacent neighbors due to vehicles parked in front of their homes. This is not good use of taxpayer money.
o Where are construction crews going to park? They should not be parked on public streets while construction occurs.

o Multi-story Housing will affect the privacy of adjacent properties. This is not acceptable.
o The tenants would have limited amenities.
§ Site currently has no access to public transportation.
§ Housing would not be near services such as grocery or pharmacy.
o Utilities. Can existing neighborhood utilities handle any type of large housing project?
§ Water, sewer, gas, electrical, data/internet, and fire water.
o Wildlife does utilize this property to move to and from our neighborhood (along with a few other access points within the neighborhood).

· **Fire Life Safety**
o Will development allow for two exits from this property onto city streets?
§ Not acceptable to impact Lemon Hill Drive with traffic and overflow apartment parking.
o Fire Water capacity for such a large development.
§ Has the City conducted a preliminary a fire water flow test at peak hours to determine if this type of project is actually feasible at this location?
§ Degradation of water lines to parcel should be considered for the final allowable fire water pressure.
§ Building sizes and construction types will determine fire water flows needed.
§ Fire pump and fire water storage tanks may be required.

· **Current City Zoning**
o Seems like there are plenty of multi-family development occurring along Pacific Street with opportunities for more to come. That is the location where this type of development should occur.
o Wasn't the Rocklin Downtown District revitalization project supposed to be a combination of commercial and multi-family development?

· **Previous Building Developments**
o Final product (Skyline Homes) was not what City said it would be. It was too dense and views between homes are minimal.
§ The dust and noise from construction affected everyone in the neighborhood.
§ There are no views along Skyline Drive to the views beyond. Views are only visible from within a parcel itself.
o Construction impacts again- after roads just were repaved in our neighborhood. Who is going to pay for the deterioration of Argonaut Ave due to construction traffic?

· **Traffic**
o Project will create additional traffic on Argonaut and Midas Ave.
§ We are already impacted by morning rush hour and mid-afternoon traffic.
o Traffic speeds already too high along Argonaut Ave.
§ As Argonaut is a wider than normal street people already drive faster than posted speed limits. Some use the bike lane to cut corners.
o People still roll through stop signs in neighborhood.
o Neighborhood is still trying to adjust to the additional traffic from the Skyline residential project recently completed. Now more is being proposed upon us. Noise from additional traffic will be noticeable.

· **Personal Safety**
o Potential for theft and vandalism, which is currently pretty much non-existent within our neighborhood.

o More challenges crossing the street, especially from La Paloma Way onto Argonaut Ave. I can cross well before a car starting from the stop sign at Mountain View Dr. and Argonaut Ave can reach me, but I have been surprised a few times lately where cars came upon me at a high rate of speed while I was still crossing the road.

· **What I liked about our Neighborhood**
o I am newly retired. I like the qualities of our neighborhood.
§ The mixed of retirees and new families.
§ More new younger families now coming into the neighborhood with children.
§ Friendliness of our neighbors.
§ Safety, quietness, and well-kept yards.

· **How Neighborhood has changed since the last development.**
o Traffic on Midas and Argonaut intersection is more noticeable, especially at peak traffic hours.
§ Even more so during the school year.
o I walk (2+) miles every morning through the neighborhood and do a shorter dog-walk in evenings.
§ I have noticed a lot more traffic in the mornings.
§ I have noticed more speeders coming down Argonaut towards Midas Ave.

· **Conclusion**
o Please do not set a precedent to have developers trying to purchase other properties with the hopes to rezone to multi-family housing units.
o Initial feeling is to leave zoning as is.
o If city is serious about rezoning this needs to be voted on by the public. It should not be decided by only City Council and planners without extensive public buyoff. We know that not everyone is aware or can attend public hearings or council meetings.
o Seems like this is a money grab from current property owners to ask for a higher selling price. This is disrespectful to our neighborhood which has already been impacted once with the development of the Skyline homes.

This proposal does not just affect the people who live along Argonaut Ave. This will affect this neighborhood along with the surrounding ones. Please consider what is right for all neighborhoods.
Sincerely,
Frank and Gina Thomas

80) From: Patti Gordon pattig916@yahoo.com

As a concerned resident, I urge the Planning Commission to reconsider the proposed rezoning that directly impacts **Parcel Number 045-011-001-0000** and the surrounding area. I believe this plan is not in the best interest of our city for several reasons, including:

- **Increased Traffic Congestion:** The current infrastructure in [Your Neighborhood/Area, if applicable, or refer to the area around the parcel] is already struggling to handle existing traffic. Increased density from this rezoning will exacerbate congestion, making daily commutes and local travel unbearable for residents.
- **Strain on Public Services:** Our schools, parks, and emergency services are already operating at capacity. This rezoning will place an undue burden on these vital public services, diminishing their quality for all Rocklin residents.

- **Loss of Neighborhood Character/Green Space:** The proposed changes will fundamentally alter the quiet character that makes our neighborhood desirable. This will negatively impact our quality of life and the aesthetic appeal of our community.
- **Decreased Property Values:** I am concerned that the proposed rezoning will lead to a decrease in property values for homeowners in the affected areas due to increased traffic & accompanying noise, many cars parked on the street due to lack of parking in high density developments and possible environmental issues impacting nearby homes, properties and our newly preserved open space at the end of Clover Valley.

- I believe a more comprehensive and community-inclusive approach is needed before any rezoning decisions are made. I respectfully request that the Planning Commission:
- **Conduct further public outreach and workshops specific to this parcel and its impacts.** Many residents feel their voices have not been adequately heard throughout this process.
- **Commission an independent study on the infrastructure impact** (e.g., traffic, water, sewer capacity) resulting from this proposed rezoning. A thorough analysis is essential before proceeding.
- **Explore alternative development strategies that are more compatible with existing neighborhoods** and the current general plan for our city.
  I am available to provide further input and would appreciate the opportunity to discuss my concerns in more detail. Thank you for your time and consideration of this critical matter. I look forward to your response and action on behalf of the residents of Rocklin.
  Sincerely,
  Patti Gordon

81) From: Lori Peterson potvinhemi2@gmail.com

My name is Lori Peterson and I live on Sweetwater Drive in the Mission Hills neighborhood. I have lived here for 12 years and absolutely love it here. I also work for RUSD.

I have recently learned of a potential rezoning of the property at the upper end of Argonaut Ave (parcel number 045-011-001-0000). This would be a disastrous outcome to this neighborhood. If it became a large, multi-family complex, it would be detrimental to the property values in this highly-desirable neighborhood. Traffic congestion would increase exponentially, which would create a massive safety issue. SInce the completion of Skyline, the traffic level has been much higher, as well as an abundance of traffic safety violations. People run the stop signs at Argonaut and Hillside, and at Argonaut and Mountain View regularly. Adding potentially 300 more cars would be insane. If parking isn't adequate for the development, cars would be spilling onto our quiet streets in front of homes. Rockin has already designated over 100 acres for affordable housing in other, more appropriate areas, so why not use what they already have rather than add an additional area? There is zero nearby infrastructure needed by low-income families. The closest grocery store/pharmacy is Walmart Neighborhood Market, 2.5 miles away, or a 55 minute walk in each direction. Safeway on Granite Drive is also nearly 3 miles away, and an hour walk each way. There is no public transportation nearby.

Please take into consideration how rezoning this parcel for a low-income multi-family apartment complex would be absolutely wrong for this neighborhood and would forever change the area in a negative manner.

Please VOTE NO for the rezoning.

Thank you,
Lori Peterson

82) **From:** Lynne Jewell <lynne.jewell@gmail.com>

Please don't approve the rezoning of a multi-family unit for the top of Argonaut. This rezoning will make Argonaut more of a speedway than it already is. I walk this neighborhood nearly everyday. Others are out walking their dogs, or running, or walking with their friends, kids are on their bikes and scooters. A large multi-family complex is going to force every one of those cars down Argonaut. More cars going over the speed limit, and more cars treating stop signs as merely a suggestion. Once the cars get to Argonaut, most will turn onto Midas Avenue. Midas is already impacted during a good part of the day, which you surely must know. The backup can be quite lengthy with school drop-offs and pick-ups, commute traffic, and trains. If you have an emergency, good luck.

What about parking in this new development? One space per unit with no visitor parking is what I've heard. How can that be? It will almost always be at least two cars per unit. Which means all of those that don't have a space will be parking in front of homes down Argonaut.

I've lived in Mission Hill for over 30 years. I know change occurs. I used to see cows where the Yankee Hills development exists. I used to see beautiful open space where I now see the Skyline development. I also used to see many stars in the sky, but not so much anymore. If this rezoning is allowed, I'm sure my future will be more cars, more noise and more congestion on our roads.

Please do the right thing and don't approve
this rezoning.

Thank you,

83) **From:** Crystal Schubert <thecrystaldish@gmail.com>

To Whom It May Concern,
I am writing as a concerned resident and homeowner in Rocklin on Bolton Way, regarding the proposed rezoning that would allow multi-family housing at a density of 24 units per acre near the dead end of Willard. I understand that the proposed development includes approximately 75 units, and I would like to respectfully express my strong concern over the significant impact this would have on our neighborhood.
Currently, the only access point to the proposed development appears to be where Willard dead ends. This means that all vehicle traffic to and from those 75 units would flow directly through our residential neighborhood, which was not designed to serve as a thoroughfare for high-density housing traffic.
The increased volume of vehicles poses serious safety concerns for all residents, particularly the many children who play outside on our quiet streets. Our neighborhood streets are narrow, and without the infrastructure to safely manage such a dramatic

increase in traffic, I fear that the risk of accidents involving children, pedestrians, or pets will increase significantly.
Additionally, I am deeply concerned about emergency preparedness and evacuation access. In the event of an emergency requiring a quick neighborhood evacuation—such as a fire or other natural disaster—our current road access is already limited. Adding 75 more units and potentially hundreds of residents would put an even greater strain on our single-access road, creating a bottleneck that could prevent timely evacuation or emergency response.
I urge the city to carefully consider the real-world implications of this rezoning, not just from a development and zoning perspective, but also from the lens of public safety, traffic impact, and neighborhood character. I believe alternative access points or traffic mitigation measures should be thoroughly evaluated before any final decision is made.
Thank you for your time and consideration of this matter. I am not opposed to growth, but I believe it should be done responsibly and with full regard for the safety and well-being of current residents.

Sincerely,
Crystal Schubert

84) From: Wes <westax616@gmail.com>

Please DO NOT LET THIS HAPPEN . We are putting up with all the xtra traffic on Hillside Dr(we are 3688 Hillside) and its impact.....this project will only FURTHER add to traffic issues....and what would happen should a fire or any such issue cause our area to mass evacuate;;;;;only 1 way out' You the Council are the boss here....use your good judgement ant tell these guys NO. GO SOME OTHER PLACE.... If I wasn't 95 yrs old Iwould get out my walker and have my 92 yr old wife of 73 years, drive me to the Tuesday meeting....I did attent all those where we were trying to stop the project at the top of the hill, but it just isn't a good idea to try to attend this one...do your job and think of us who would not benefit anyway from this add'l traffic on Argonaut Ave, intersection of Argonaut/Midas and Midad/Pacific.....Thanks, Wes and Beverly Roberts

85) From: Laura Ingram beeswell@icloud.com

To the members of the planning commission concerning the proposed project on Del Mar : 045-011-001, -012, and -017.

I strongly disagree with the proposal of changing the zoning to permit a structure with so many residents for two incontrovertible reasons:

1) TRAIN STOPPAGES: The back up of traffic due to the train is becoming more and more of a problem to my street (Americana Way) with the already increased amount of cars due to the developments on both sides of Del Rio Court, which connects Americana Way to Del Mar. The speed limit is 25 MPH, and that speed is not being followed or enforced. Add stoppage due to the train and people become impatient and dangerous with trying to get out of the line. I already see road rage happening in these situations. I live near the corner of Americana Way and Independence so I have witnessed the increased traffic problems since 2009 when I moved here.
Adding cars coming and going at all times will be a disaster in the waiting. I share the same values in wanting homes and apartments available for low-income families...yet in

locations that can handle the extra traffic, areas not so close to this side of the train tracks and not single-laned roads in residential areas.

2) The area as a commercial zoning is also the most appropriate for THE PROTECTED WETLANDS that it will be directly bordering. These areas cannot be adequately protected. I doubt that the developers or the council will provide this protection once that many people that you are proposing live there.

Please DO NOT REZONE. I consider rezoning the most irresponsible decision for the lives of people already here and for the wetlands that you DO have a responsibility in protecting. There are more appropriate areas.

Thank you,
Laura Ingram

86) From: DeMello, Jennifer Jennifer.DeMello@sutterhealth.org

Dear City of Rocklin / Planning Department

I am writing as a concerned resident of Yankee Hill Estates regarding the proposed development of low-income housing adjacent to our neighborhood. While I fully support the need for inclusive housing solutions, I believe this project raises several serious concerns and **WE VOTE NO TO RE-ZONE LAND BORDERING OUR SUBDIVISION (Parcel numbers 045-011-012 and 045-011-017.**

Impact on Safety and Property Values:
Numerous studies have shown that certain types of high-density, low-income housing developments can correlate with increased crime rates and this potential shift in neighborhood dynamics may negatively affect property values and the overall sense of security for current residents.

Traffic and Infrastructure Strain:
The proposed access route through Jaybird Place would significantly increase traffic within our neighborhood. This poses a safety risk to children and pedestrians and could overwhelm existing infrastructure not designed for such volume.

Use of Private Amenities:
Our community park and shared spaces are maintained through HOA fees paid by residents. The anticipated use of these amenities by non-HOA members from the new development raises concerns about fairness and maintenance costs.

I respectfully urge the planning committee to reconsider the location and scope of this development. A more suitable site with better infrastructure and integration plans would better serve both future residents and the existing community.

Thank you for your attention to this matter.

Sincerely,
Jennifer & Jeremy DeMello
Karyn & Steve Delph

87) From: cynthia webber designcbw@att.net

My husband and I have lived on Argonaut Ave for the last 16 years and love the quietness of the neighborhood. When the 144 houses were built up on the hill, the trucks damaged our home by the weight of the trucks.

Th thought of more construction on a road with out on egress is unthinkable, for the fact that if there is a fire, how do people get out. Why isn't the lot on the corner of Taylor Rd and Midas being used for this housing project?

I value my property and would not like to see my house value go down because of low-income housing. I know people need tp live somewhere but Argonaut Ave is not the ideal location.

Cynthia Webber

88) From: The Carrs keevan1@pacbell.net

APN#045-011-001-000

As a long time resident of Rocklin (42 years total/10 years on 2nd street/32 years in the Mission Hills neighborhood), I have seen many changes to our town. Some changes were necessary and provided added value to our town and some changes only benefited the City itself and not the residents. This is part of being a community, not every issue can be agreed upon.

Affordable housing should enhance the area/neighborhood for the residents and the City, but placing a High density or Multi-family complex on the above mentioned APN would only have a negative impact. Rezoning this particular parcel makes no sense! The safety issue on Argonaut has already been tested by adding "Skyline" to the traffic flow to Midas Ave. The corner of Argonaut and Midas at any given moment is tense with frequent cars running the stop signs and having people getting agitated.(and when Springview School is in session it is a nightmare.) Keeping in mind a Government mandate that affordable housing needs to be placed in an accessible area for Public transportation, schools, jobs, stores and services (including Emergency services) just doesn't fit with this Parcel. The City of Rocklin can rezone Parcels along Pacific Street, Front Street or West Oaks Blvd----all within walking distance to stores and services. Additionally, the citizens of Rocklin have been trying to safeguard the "Clover Valley Area" and mitigate anymore damage to it the surrounding area, this rezoning and development would put that desire at risk.

Definitely not the highest and best use!!!!!

Thank you for your consideration in this matter.

K.J. Carr/ 4005 Sweetwater Ct, Rocklin, CA

89) From: Jill Matthews jillmatt2001@yahoo.com

All,

It has been brought to my attention that there may be plans to build an apartment complex at the end of Argonaut Avenue. I am adamantly opposed to this project for several reasons.

1. There is already way too much through traffic from Skyline and the surrounding homes. Building an apartment complex would only exacerbate the problem. Currently, the Midas and Argonaut intersection in high traffic times is jammed with commuters and students. Again, more traffic from apartments will make commute times longer and more frustrating.

2. Are you kidding me?! In Mission Hills?! This is a lovely area with multiple Ron Ward designed well-built homes. This is a highly desirable area for retirees as well as hard-working families who want safety and quiet in their neighborhoods. How can you possibly think that a Multi-Family apartment complex would be a good idea?

Apartments are a haven for thieves trying to break into cars or steal tires/wheels. I am and will continue to fight this proposal with all of my Mission Hills/Clover Valley neighbors. I paid way too much money for my home (purchased in 2022) to have an apartment complex reduce its value.

There are so many more areas in Roseville that have the land for this. You're all in for an uphill battle, I assure you!

Jill and Roger Hanne

90) From: Mark Rosen Mark@rosenestates.com

City officials,

I am Mark Rosen- Husband to Amber Rosen and Father to Leighton and Harper Rosen. We live on Pecan Court in Rocklin Ca. Over the last few years, we have dealt with an increase of traffic coming from the Skyline neighborhood above us and we got notice that there was potential for a new development coming at the end of Argonaut in our neighborhood. The lot in question has been an amazing place to walk to with the girls and our dog. Our neighborhood is safe and such an amazing place to live but even with the added 120 homes at the top of our hill, we have experienced more and more traffic and stop sign runners. This is mostly caused because argonaut is our main way into the neighborhood along with Midas being our main thoroughfare. I do worry about the kids riding their bikes more now as they ride to their friends and would hate to see more traffic come through.

I can only imagine the Mission Hills long-time residents will feel their safety, privacy and comfort will be diminished. Mission Hills has been a prized location in Rocklin for many years and I would assume this decision to add affordable housing will decrease the property values. As a real estate agent in Rocklin, I believe we need to cherish those neighborhoods that make this city so amazing and to keep the open land we have protected! Please do not allow this to happen in Mission Hills, nor any long established neighborhood as it will change the landscape of what Rocklin truly is....safe, protected, and cherished.

91) From: Tena Rakela tena.rakela@yahoo.com

Hello,
I am writing this message to convey my extreme concern over the rezoning of Parcel Number 045-011-001-0000. I have lived in the Mission Hills neighborhood in Rocklin for over 35 years. It is a very safe, quiet and peaceful neighborhood despite the growth Rocklin has endured over the years. Ignoring our communities concerns, the City Council (CC) approved the 115+ Skyline homes up on the hill above Argonaut. This was done without any additional services to the community and has resulted in traffic backlogs at the only stop sign in/out of our neighborhood. Now the CC wants to add another housing development which will further impact us.

From my understanding this 9 acre rezoned lot could result into 100-150 low density units or 150-400 medium density units. With the developer only providing 1 car space per unit. Where will the needed over flow parking come from? Most likely it will bleed into the neighborhood on Argonaut. The same thing happened on my son's street in Seattle. All due to poor planning and not caring about the impact too citizens.

I have other concerns too such as:
* decreased property values
* increase in traffic congestion due to having only one access road
* increased noise
* increase in crime

There's a vacant lot on the corner of Midas/Pacific St. which has been approved for apartments for over 20 years. Why isn't the developer being pressured to build there? Why isn't the city looking for larger areas of land to meet the state mandate for housing instead of over crowding existing neighborhoods? Please reconsider the approval of this development.

Sincerely, Christine Rakela

92) From: Karianne Morgan Karianne@morganfive.com

Please remove the above-referenced parcel from consideration of rezoning. This parcel is currently zoned as RA-5 (Rural Agriculture 5-Acre Minimum Lots), as it should remain. It seems an enormous leap to consider rezoning to (Alternate) Mixed Use 24+.

As a homeowner of two residential single-family homes at the end of Argonaut Avenue, this potential re-zone will directly and negatively impact my neighbors and my family – from the higher traffic impacts, to the speeding impacts, to the noise impacts, to the safety impacts, to the property value impacts, etc. We have already consulted both an attorney and a public relations professional should this re-zone be pushed through as the inclusion of this parcel is egregious as is the lumping together of several parcels to avoid specific land-use oversights.

I invite all City Councilmembers, Planning Commission members, and City staffers to come and visit this parcel. I live five doors down from the property and have lived here for 20 years – and I'm still considered 'new' compared to the majority of homeowners in this neighborhood.

- See for yourself that any multi-use development and/or apartment dwellings do not work in this area – and are not consistent with the current character and integrity of the longstanding single-family residential neighborhood.
- See for yourself how far away it is from a main cross street (1 mile!)
- See for yourself how far away it is from any public transportation stops (2+ miles!)
- See for yourself how far away it is from a grocery store (3 miles!)
- See for yourself how far away it is from a gas station (2 miles!)
- See for yourself how horrible traffic is on Midas on school days, without adding more drivers.
- See for yourself that this parcel does not have the location nor the infrastructure to accommodate more residents! This is obvious.

While I am aware that Rocklin wants to comply with the state RHNA program, I don't believe that this parcel fits criteria needed to support multi-unit dwellings. The other parcels slated for consideration are much closer to shopping, closer to public transportation, closer to major ingress/egress streets, and provide more advantages to those looking for apartment living. Those parcels appear to already have the infrastructure in place, this Argonaut parcel does not. Clearly Rocklin is trying to be compliant with this supposed mandate, but at the same time, we are an older community with limited build-out potential, and any re-zone has to make sense.

With that, I understand that a re-zone does not equal an immediate build, but it does grant permission for a build and makes it easier to take place. When I spoke on the phone with Arwyn in the Planning Department (on 7/11/2025), she explained that she expected the Planning Commission is going to push this through and recommend that the City Council approves it. I asked IF this is approved, by both the Planning Commission and the City Council if the property owner will be mandated to build multi-unit dwellings (apartments) – she said 'they aren't mandated, but they would be encouraged to do so.' I asked IF this is approved how soon could owners start the design and construction processes. Would it be 3 months? 20 years? Never? – and she said, "It would be on the property owner's schedule, but likely very soon." Clearly this isn't perceived by the Planning Department as a simple change in designation – the push is to move this forward and encourage development. And again, THIS parcel does not have the infrastructure support, nor incentives of other targeted lots.

I am uncertain why Rocklin is willing to gamble with the unknown. In general terms, this is a very safe and predictable part of town, with most residents living here for decades. I fear that rezoning this parcel and the impending development will cause many to flee and bring in more uncertainty. Why risk that?

Further, many neighboring property owners of this parcel are unaware that there is a potential to change the very make-up and security of our neighborhood. The City has not complied with proper notification of the public -- there is NO "Public Hearing" sign posted at the property in question. There is NO listing of this on the Public Hearing page of the Rocklin City site. And further, the letters that were sent to homeowners were vague, at best – listing 50+ parcel numbers with no streets, no coordinates and no maps included – so recipients had to determine that it was worth tracking down and finding all addresses for the parcel numbers to see if any are near us. It is as if the City and/or Planning Commission is intentionally misleading its residents by trying to sneak in the re-zones and avoiding public comment and discourse.

Please accept this as written correspondence and enter it into the public record.

Please reach out should you want to visit and/or if you have any questions.

REMOVE PARCEL 045-011-001-0000 (END OF ARGONAUT AVENUE) FROM RE-ZONING CONSIDERATION.

Karianne Morgan

93) From: Rachel Robles rachelrobles022@gmail.com

I am writing to formally express my opposition to the proposed rezoning of parcel number **045-011-001-0000** for an affordable multi-family housing complex.
While I fully support the need for thoughtful and inclusive housing solutions in our community, I have significant concerns about the scale, density, and potential impact of this specific project on the surrounding neighborhoods. These concerns include:

1. **Traffic Congestion and Public Safety**: The addition of a high-density residential complex in this area would significantly increase traffic volumes on nearby streets, many of which are already experiencing congestion since the recent completion of 115 homes constructed in the Skyline development above Argonaut Avenue. The addition of well over 270 drivers/residents from the proposed development would exacerbate congestion on Midas and Argonaut Avenues during high commute and school pick-up/drop-off hours. In addition, as a result of higher volume of traffic, serious safety risks for pedestrians, schoolchildren, and residents should be considered.
2. **Strain on Local Infrastructure and Services**: The City of Rocklin's schools, emergency services, and utility infrastructure in this area are not currently equipped to handle the sudden and significant population increase that such a development would bring. This could lead to diminished quality of public services and reduced response times.
3. **Neighborhood Character and Property Values**: The proposed development is not in keeping with the existing character and scale of the surrounding neighborhoods. A large complex of this nature may negatively impact nearby property values and alter the community fabric that current residents have invested in and worked to preserve.
4. **Environmental and Open Space Concerns**: The parcel in question may contain important open space or habitat that would be lost to overdevelopment. We ask that the Commission carefully consider environmental reviews and the long-term sustainability of land use decisions.

I urge the Planning Commission to reconsider the scale and design of this development proposal. A more balanced, mixed-income approach that aligns with Rocklin’s General Plan, preserves neighborhood integrity, and respects the limits of our infrastructure would better serve the long-term interests of all Rocklin residents.
Thank you for your time, service, and thoughtful consideration of this matter.
Sincerely,
Travis & Rachel Robles

94) From: Lisa Cole lisaladycole@gmail.com

Dear Mr. Anderson,

My family has lived in the Mission Hills neighborhood for nearly nine years. We searched Rocklin high and low for the perfect house to raise our children and decided on a fixer-upper in this neighborhood because the piece of land and the neighbors and the

cul-de-sac were worth so much more to us. We enjoyed about five sweet, peaceful years before the Skyline homes were built above us and traffic increased. With more traffic, and only one ingress/egress street, came more noise, more dead family pets in the roads, more fear to let our children near the end of our once quiet cul-de-sac, less wildlife, damage to the oak trees and so much more that we didn't expect. Now, we're hearing the beautiful property at the end of Argonaut, less than a mile from our home, might be rezoned for affordable housing. Again, one ingress/egress, in a small quiet neighborhood far from resources. This tiny, quiet neighborhood simply cannot house more. It would be an absolute nightmare for everyone, including emergency services, if a housing complex was added. Rocklin must find better solutions than to destroy small, family-friendly neighborhoods. If not, I fear the result will be losing families like ours as we move to towns and cities that share our values. We've already been discouraged by so many choices Rocklin has made. The rate at which you add high density homes and franchise fast food businesses versus parks, protected green space, and libraries is astonishing.
Please give strong thought to your residents opinions and concerns. We are a small, but mighty, group of neighbors who love our home.

Sincerely,

Lisa Cole

Regarding Parcel Number 045-011-001-0000

95) From: Serge Drouin goandnancy@gmail.com

We are requesting that the Placer County council members do not move forward with considering the above mentioned parcels for rezoning of high density housing for any reason. The negative impact that rezoning this farmland will have on the neighboring community of Yankee Hill Estates will be devastating. The absolute increase in traffic and crime in an area that is already set to be negatively affected by development on Pacific and Grove and also the area where Kmart was located is more than any community should have to endure! Rocklin has an endless supply of areas that more than meets the requirements of the state for low income housing. Our home values are already set to be negatively impacted by this building.

We urge the members to not allow this rezoning to move forward.

Nancy and Serge Drouin

96) From: Rand Potrus rand.potrus@hotmail.com

Dear City of Rocklin
I am writing to you about the public hearing notice we received via mail (attached is a copy) scheduled on 8/5/2025. In reference to the Housing Element Program 10 – Housing Project. Location 378-020-006
As a neighbor who has lived in this neighborhood since 2016, I am writing to respectfully express my concern regarding the potential sale of the 5-acre lot behind our homes for the development of affordable apartment complex.

Our community has always appreciated the growth of our city. However, the proposed apartment complex raises serious concerns about the future quality of life for those of us living nearby, including:

- **Safety concerns** with higher density and quality of residents it will bring to the area. We are worried about the safety of our families and children.
- **Loss of property value**, as many homeowners paid thousands of dollars to purchase our properties. Having this project next door will negatively impact the value of our homes.
- **Loss of privacy** from multi-story buildings overlooking our backyards and homes.
- **Increased noise** and late-night activity affecting the peace of the neighborhood.
- **Traffic congestion and parking issues** on already impacted streets.
- **Light pollution** from parking lots and building security lights.

We respectfully ask that the city reconsider this project and allow time to explore alternatives that would be more compatible with the surrounding single-family homes and existing community character and the integrity of our neighborhood.
Thank you for your consideration and for the work you do to serve our community.
Sincerely,
Rand Potrus Tuppo

97) From: Courtney Sales courtyard55@gmail.com

To whom it may concern,

I'm writing to voice my strong opposition to the rezoning of the land that borders our subdivision, parcels 045-011-001, 045-011-012 and 045-011-017.

Rocklin is a very desirable place to live for a number of reasons. Great schools, low crime, and people who care about their community. This is why we purchased our home in the Yankee Hills neighborhood over 3 years ago. It's quiet, there's only one way in and out of the community, we have a beautiful neighborhood park, and it's been a very safe place for us. We did a lot of research when we were purchasing our home and would never have chosen to live next to high density, low income apartments. This type of housing should be planned for, and a homebuyer should have visibility into future plans BEFORE purchasing a home. It shouldn't be accomplished by rezoning and coming as a complete surprise to the community.

The concerns I have are as follows:

Property Values and Safety: Oftentimes low-income housing can correlate with increased crime, which may impact overall property values as well as our neighborhood security.

Increased traffic: Since access to the complex may be routed through Jaybird place, this could significantly increase the neighborhood traffic and potentially impact the safety of children and pedestrians.

Overcrowded schools: My children attend Rocklin Elementary, which has already seen tremendous growth in the 3 years we've lived here. Low income apartments could significantly contribute to overcrowding of schools in this district.

No access to transportation or required resources: High density low-income housing should provide occupants easy access to low cost, public transportation to access community resources. None of the 3 parcels in question provide that. They're tucked away, requiring occupants to drive through neighboring communities to access these, again, leading to more congestion and potential safety issues on our streets.

Thank you in advance for your consideration.
Courtney Sales

98) From: Dannon McElroy dannon.mcelroy@gmail.com

Dear Planning Commissioners,

I am writing as a resident of Rocklin to express my strong opposition to the proposed Housing Element Program 10 – Alternative Sites project, specifically regarding the site selection and access planning that would directly impact my neighborhood. I reside at the end of a residential circle that currently has only one entrance and exit point. The proposed low-income housing development would place its primary access directly adjacent to our neighborhood entrance, fundamentally altering the character and safety of our residential area.

My primary concerns regarding this proposal are as follows:

Traffic Impact and Safety Concerns: Our residential circle currently experiences minimal traffic, consisting only of residents and their visitors. The proposed development would introduce significant additional vehicle traffic through what has historically been a quiet, low-traffic residential area. This dramatic increase in traffic volume poses substantial safety risks to the numerous children who live in our neighborhood, including my two toddlers who regularly play in the area alongside other neighborhood children. Many of the neighborhood's children play in front of my house and at the end of Willard and Bolton. Since I moved in there has always been a basketball hoop present that previous residents have passed down, children play baseball, ride bikes, do chalk-- all because it is safe. You are proposing to remove this safe play area for kids and instead have massive amounts of traffic drive down our streets.

Alternative Access Options Available: Based on my understanding of the site layout, alternative entrance locations exist for this development that would not direct traffic through our residential circle. The current proposal appears to select the access point that would create the greatest impact on existing residents when other viable options are available. If you must build here, it is imperative that you find an additional exit point and I request that you consider not allowing the multi-unit housing to drive through our neighborhood.

Alternative Site Availability: The staff report indicates this is part of the Alternative Sites program, suggesting that multiple potential locations have been identified for housing development. Given the significant negative impact this particular site would have on our established neighborhood traffic and character, I respectfully request that the Planning Commission consider alternative sites that would better balance the city's housing needs with the preservation of existing residential communities.

Quality of Life Impact: The transformation of our quiet residential area into a thoroughfare for a large housing development would fundamentally change the neighborhood character that drew families to settle here. This neighborhood has always been a family centered neighborhood. The increased traffic, noise, and activity would diminish the residential quality of life that current residents have invested in and rely upon.

Impact on Local Wildlife: Consideration should also be given to the wildlife that call that area home. This is a wonderful nature area home to coyotes, hawks, turkeys, and many other animals. It is part of the charm that drove me to purchase this house in the first place, let alone stay 16 years. If you must do something with the land, consider a small playground and nature area that would celebrate the space, rather than building housing on it and heavily congesting the area. The area is also technically in a flood zone and could prove to be a hazard for that reason, which is why I am required to have flood insurance.

While I understand the City is obligated to build more affordable housing, I urge you to understand that this is not the appropriate parcel to build on for that purpose. I am in support of building affordable housing, but to do so on site 1-21, you would be completely altering the traffic in our small neighborhood, the character of the neighborhood, and the lives of the families that currently live here in a negative way. There are other sites better suited to support the City's initiatives. I invite you to come sit in front of my house on any day of the week and watch the children play in the afternoon. Come get a personal feel for our neighborhood before destroying its character and safety. I respectfully request that the Planning Commission deny the current proposal and direct staff to explore alternative sites or alternative access arrangements that would minimize the impact on established residential communities while still meeting the city's housing obligations.

Thank you for your consideration of these concerns and for your service to our community.

Respectfully submitted,

Dannon McElroy

99) From: Deanna Sager mikeanddeannasager@gmail.com

I am a Rocklin resident writing to strongly oppose the application for the General Plan Amendment and Rezone for an RHNA Alternative Site located at 1800 Wildcat Blvd. in Rocklin.
Building a complex of this size in the middle of neighborhoods with over 1,200 high-end homes is inconsistent with the existing community. The poor traffic ingress/egress will contribute to dangerous traffic conditions because the shape and access of the land to Wildcat is too limited for high volume land use. The City should be focusing on more appropriate sites such as the corridor along 65, University Avenue, or near Whitney High School.
Please vote NO on the proposed rezoning application for 1800 Wildcat.
Thank you.
The Sagers

100) **From:** Michelle Janzen michellejanzen22@gmail.com

I am a Rocklin resident writing to strongly oppose the application for the General Plan Amendment and Rezone for an RHNA Alternative Site located at 1800 Wildcat Blvd. in Rocklin.
Building a complex of this size in the middle of neighborhoods with over 1,200 high-end homes is inconsistent with the existing community. The poor traffic ingress/egress will contribute to dangerous traffic conditions because the shape and access of the land to Wildcat is too limited for high volume land use. The City should be focusing on more appropriate sites such as the corridor along 65, University Avenue, or near Whitney High School.
Please vote NO on the proposed rezoning application for 1800 Wildcat.
Thank you.

101) **From:** Allison Neher neherallison@gmail.com

Dear Planning Commission / City Council ,

I am writing to express my concern about the proposed low-income housing development planned for the area near Deergrass Circle near Delmar. While I understand the need for diverse housing options, I believe this specific location is not an appropriate site for such a development due to several significant issues that would negatively impact both current and future residents.

1. Lack of School Capacity
Our local schools are already operating at or near maximum capacity. Without additional resources, the influx of new families could overwhelm the district, reducing the quality of education for all children.

2. Insufficient Infrastructure
The surrounding streets were not designed to handle increased traffic flow. Additional congestion could create safety hazards, particularly in residential zones without sidewalks, crosswalks, or adequate street lighting.

3. No Local Parks or Recreational Facilities
There are no nearby parks or community centers to support the needs of additional families, which could impact residents' quality of life and reduce opportunities for healthy outdoor activities.

4. Environmental Impact & Wildlife Displacement
This area is home to various wildlife species and green spaces. Construction and increased population density could significantly disrupt these ecosystems and cause irreversible environmental harm.

5. Zoning & Community Character
This proposal does not align with the existing neighborhood plan or the intended land-use zoning. Preserving the character of our community should be a priority in planning decisions.

For these reasons, I respectfully request that the city reconsider this proposal and explore alternative sites that are better equipped to handle the infrastructure, environmental, and community needs of such a development.

Thank you for your time and attention to this important matter.

Sincerely,
Allison Neher

102) **From:** emily Zick-Castro emilyzick26@gmail.com

Dear City Planning Commission,

I am writing as a concerned resident of Willard Way regarding the proposed rezoning and development of a 75-unit apartment complex at the end of our street.

Willard Way is already heavily impacted by fast-moving traffic, and the proposed increase of 75–100 additional vehicles attempting to enter and exit through the single intersection at Willard and 3rd Streets would only make matters worse. This intersection already experiences congestion, and the added volume raises serious concerns about traffic safety—especially for families with young children and pedestrians in the neighborhood.

The fact that there is no proposed egress to Farron Street only worsens the potential traffic bottleneck and increases the burden on our local infrastructure. I urge the Commission to reconsider this proposal and prioritize the safety and quality of life for current Rocklin residents.

Please do not move forward with this development as currently proposed. I respectfully request that the city explore more suitable alternatives that will not compromise neighborhood safety and traffic flow.

Thank you for your time and consideration.

Sincerely,
Emily Zick-Castro

103) **From:** arild m cl4family@gmail.com

The City of Rocklin has always been associated with a beautiful and safe lifestyle. I'm proud to have called Rocklin my home for the past 21 years and to have raised my five children in this friendly community. I came to this country 30 years ago as a refugee from the Soviet Union, with only $90 dollars in my pocket. Through hard work, a deep commitment to volunteerism, and a drive to support my family, I've built a life grounded in purpose and service. Based on firsthand experience, I firmly oppose placing subsidized housing in the heart of established middle-income neighborhoods. Such decisions often jeopardize community safety, increase traffic and noise, and degrade the quality of life residents have long worked to build and preserve. As a longtime resident of the Yankee Hill subdivision since its initial development, I've witnessed the negative effects of inadequate housing and infrastructure planning by the city: ● Our neighborhood has only one entrance connecting us to critical emergency services.

Although we were promised a secondary access route near Gayaldo Park, that path was eventually blocked, leaving us without a viable alternative. Considering an entrance through the end of Americana Way does not improve the situation either. ● One of the most persistent issues is the railroad crossing on Americana Way. Trains frequently obstruct this crossing for extended periods, disrupting traffic flow. ● Compounding these challenges is the lack of nearby police and fire stations. Available facilities are located across the railroad tracks, delaying emergency response times when every second counts. Introducing an apartment complex into our already burdened neighborhood will significantly disrupt the safety, wellbeing, and cohesion of both current residents and future tenants. Proceeding with this zoning change risks serious consequences, devaluing the integrity of our community and placing lives at risk. Finally, I want to highlight a few key concerns: 1. Evacuation & Fire Safety Concerns Yankee Hill has limited entry and exit routes, a serious flaw in the event of a wildfire—a risk that is far from hypothetical in California. Adding traffic from a large apartment complex would exacerbate this danger. At a minimum, this development must include an independent access point. 2. Safety and Security A dramatic increase in traffic from a nearby high-density complex would compromise the safety and privacy we currently enjoy. Higher volumes of vehicles and foot traffic could lead to speeding, pedestrian hazards, and increased concern over neighborhood security. 3. Parking Overflow Risk When the proposed complex lacks sufficient on-site parking, overflow into our subdivision is inevitable. This would reduce availability for current residents and create new enforcement challenges, impacting overall livability. My family hopes you will take these thoughts into consideration, and that the City of Rocklin will continue to serve its citizens while upholding the General Plan's vision for inclusive, balanced, and forward-thinking community development.
Sincerely
Arild Mikityuk

104) **From:** Teresa Presel michebags22@gmail.com

To Whom It May Concern: This letter is in regard to Housing Element Program 10: I want to start by recognizing the need to continue to add affordable housing to different areas so that all levels of income can enjoy the diversity that makes up Sacramento and the surrounding areas. I grew up in tiny apartments in depressed and low-income communities until I was finally able to purchase my first home. My husband and I would not have been able to buy this house if it were not for locations that offer lower prices. But we understood that we needed to search in the areas that were more affordable for us and were encouraged to work hard to enable a move from the starter community to the Rocklin area. Community Impact: There is no way to gauge the true impact lower income multi-family housing has on communities like ours. While property value is at the top of the list of concerns, it is not the only one. We are also concerned as our community is backed up to a wildlife-inhabited area, which is one of the biggest reasons for paying more for our property. Adding hundreds of new residents in that space would take away the natural wildlife habitat and force them into a more human populated space putting the wildlife that lives here, our family, and pets in more danger. There are also significant impacts on the environment, with urban sprawl leading to the loss of natural habitats, increased greenhouse gas emissions, and reduced air and water quality. When we were searching for a new home, we were told that Loomis only allows 5-acre parcels in this space. The proposed development doesn't fit the current aesthetic and character of our surrounding area and would destroy the natural elements that exist and help to make this such a desirable community. There is also the potential impact to our

community park that is paid for by the residents of the Yankee Hill Estates. If an access road were built to connect the two different communities, this park would be accessible to folks in the new communities and could potentially cause overcrowding issues when residents in our community want to use the park facilities our HOA dues pay for. The current road infrastructure is already strained, and this project would likely exacerbate traffic congestion on Pacific/Taylor Road. Not to mention that if a connecting road between the new housing developments and Yankee Hills community is added, the current ingress/egress would become even more impacted potentially causing dangerous traffic issues given we have only one way in and out of our neighborhood. There are also serious concerns about whether the current utilities (water, sewer, etc.) would be able to handle the increased demand from the new development. Schools: Our schools in Rocklin are currently at capacity, and adding more students would put a strain on resources. Despite ongoing political challenges, the Rocklin School District has seen an abundance of residential growth that requires the district to plan for additional classroom space and facilities. Because of the increased growth in residents in the Rocklin School District, funding the necessary expansions needed to accommodate the current level of growth presents challenges. If hundreds more were added to this already challenging issue, the students could be negatively affected by overcrowded classrooms and reduced access to their instructors as needed. While schools like Del Oro High School are far more difficult to get in to, even though that school is already at an approximate 24/1 ratio of student to teacher. If you add potentially hundreds more students in a very short period, they will also have a challenge preventing impact to the students in that school. Conclusion: We want to find a solution that addresses the need for affordable housing while also preserving the quality of life in our neighborhood. We're willing to work with the developer and city council to find a compromise that works for everyone and are open to exploring other options, such as smaller-scale developments or mixed-income housing in a different area. Thank you for your time and consideration in finding a different location for this type of housing and look forward to continued discussions. Sincerely, George and Teresa Presel

105) **From:** Gail Cornelius gardens910@gmail.com

Please vote no on the proposed low income development at 1800 Wildcat Blvd. In Rocklin. "Low income" is not the main issue; much more important is the already existing traffic congestion that has been created by the numerous high density housing developments all along Wildcat, combined with parents delivering/picking up children from the high school and middle school and students going and coming in their own cars. Worst of all, anyone turning into or coming out from the St. Augustine property (as delivering or picking up from the Montessory School) must make a U-turn at the light at Iroquois or Bridlewood. Traffic backs up and stops behind these U- turners in the morning and afternoon, PLUS, other drivers often don't expect a U-turn and make a right hand turn when the U-turner moves. There have been multiple accidents at these intersections.

Alarmingly, given the family nature of the neighborhoods around St. Augustine, we have had to become extremely mindful of young riders of electric scooters and e-bikes zipping up and down the sloping Wildcat terrain both northbound and southbound in the St. Augustine area.

One solution: City of Rocklin obtains the land and builds an e-bike park in the area at issue? I'd chip in just to get the kids safely off of Wildcat Blvd.! Or maybe St. Augustine donates the land for neighborhood use and gets some kind of consideration?

Please do not vote for more housing and even more dangerous congestion on an already over-trafficked Wildcat Blvd? This Please vote NO!

Thank you for your thoughtful consideration.

Gail Cornelius

106) **From:** Julie Wong jvwong@hotmail.com

I am a Rocklin resident writing to strongly oppose the application for the General Plan Amendment and Rezone for an RHNA Alternative Site located at 1800 Wildcat Blvd. in Rocklin.
Building a complex of this size in the middle of neighborhoods with over 1,200 high-end homes is inconsistent with the existing community. The poor traffic ingress/egress will contribute to dangerous traffic conditions because the shape and access of the land to Wildcat is too limited for high volume land use. The City should be focusing on more appropriate sites such as the corridor along 65, University Avenue, or near Whitney High School.
Please vote NO on the proposed rezoning application for 1800 Wildcat.

107) **From:** Rory Czapkay rczapkay64@gmail.com

I am a Rocklin resident writing to strongly oppose the application for the General Plan Amendment and Rezone for an RHNA Alternative Site located at 1800 Wildcat Blvd. in Rocklin.
Building a complex of this size in the middle of neighborhoods with over 1,200 high-end homes is inconsistent with the existing community. The poor traffic ingress/egress will contribute to dangerous traffic conditions because the shape and access of the land to Wildcat is too limited for high volume land use. The City should be focusing on more appropriate sites such as the corridor along 65, University Avenue, or near Whitney High School.
Please vote NO on the proposed rezoning application for 1800 Wildcat.
Thank you.
Rory Czapkay

108) **From:** Jennifer Poduska jenpoduska@gmail.com

I am a Rocklin resident writing to strongly oppose the application for the General Plan Amendment and Rezone for an RHNA Alternative Site located at 1800 Wildcat Blvd. in Rocklin.
Building a complex of this size in the middle of neighborhoods with over 1,200 high-end homes is inconsistent with the existing community. The poor traffic ingress/egress will contribute to dangerous traffic conditions because the shape and access of the land to Wildcat is too limited for high volume land use. The City should be focusing on more appropriate sites.
Please vote NO on the proposed rezoning application for 1800 Wildcat.
Thank you,

Jennifer Poduska

109) **From:** Chris Andrew andrewc522@gmail.com

I am a Rocklin resident writing to strongly oppose the application for the General Plan Amendment and Rezone for an RHNA Alternative Site located at 1800 Wildcat Blvd. in Rocklin.
Building a complex of this size in the middle of neighborhoods with over 1,200 high-end homes is inconsistent with the existing community. The poor traffic ingress/egress will contribute to dangerous traffic conditions because the shape and access of the land to Wildcat is too limited for high volume land use. The traffic in this area has already increased dramatically and will be much worse once the medical clinic is finished on the north side of Wildcat.
The City should be focusing on more appropriate sites such as the corridor along 65, University Avenue, or near Whitney High School. These appropriate sites aligned with past Rocklin developments of this type and is why Rocklin maintains a high standard among it's neighborhoods.
Please vote NO on the proposed rezoning application for 1800 Wildcat.
Thank you.

We, the undersigned, oppose the petition to rezone 1800 Wildcat for RHNA Alternative.
Chris Andrew

110) **From:** Joey Sanders joey0440@gmail.com

Summary: Objection to the proposal for a low income 75 unit apartment complex at the end of Willard Way, Rocklin, CA 95677

My name is Joey Sanders. I own a home on Willard Way, Rocklin CA 95677. I understand there is a proposal for a low income 75 unit apartment complex at the end of Willard Way. I am submitting my objection to this plan. There is only one (1) entry and exit into the housing community in this area and it's on Willard Way. A 75-unit apartment complex would cause a huge traffic problem for residents living in the area now.
Joey Sanders

111) **From:** Sarah Andresen sarah_andresen2005@yahoo.com

To the Rocklin City Council,
I am writing to state my strong and unequivocal opposition to the proposed rezoning of the land bordering our subdivision to allow for high-density and low-income apartment housing. This proposal is not only poorly planned—it will irreversibly harm the safety, infrastructure, and quality of life for the families who have invested in and built their lives in this community.
Our neighborhood is already at capacity. Traffic congestion on Yankee Hill and the surrounding streets is at dangerous levels, and the infrastructure simply cannot handle additional volume. These roads were never designed to accommodate the current traffic load, let alone the increased burden this development would bring. Introducing hundreds of additional residents and vehicles will cause gridlock, delay emergency response times, and make daily navigation of the community unbearable.

The safety hazards are already alarming. Reckless and speeding drivers cut through our streets daily, creating a constant risk to pedestrians—especially children. It is already unsafe for my child to play outside due to the frequency of near-miss incidents involving speeding vehicles. Adding more cars to this environment is inviting tragedy.

Equally concerning are the documented consequences of introducing high-density, low-income housing into already dense communities. Other cities have seen an undeniable rise in crime rates, drug-related activity, and police calls for service following similar developments. For example:

- In nearby Sacramento neighborhoods, high-density low-income complexes correlated with sharp increases in property crime and vehicle break-ins within two years of construction.
- In Stockton, traffic accidents rose significantly on streets adjacent to newly built low-income developments, as street congestion worsened and pedestrian safety declined.
- In Roseville, residents reported their community park becoming overrun and unsafe, with vandalism and loitering increasing after a similar project opened.

Rocklin must learn from these cautionary examples instead of repeating their mistakes. This is not speculation—it is a pattern that has played out repeatedly when cities force high-density projects into areas already struggling with congestion and strained resources.

The community park in our area will inevitably become overcrowded and degraded, depriving current residents—especially children—of safe, usable green space. This project will not “blend in” with our neighborhood; it will change its character entirely, for the worse.

We are not opposed to thoughtful, responsible growth. But this plan is irresponsible, incompatible with existing infrastructure, and dismissive of resident safety and quality of life. The City Council should prioritize resolving the traffic, safety, and livability issues we already face—not approving a project that will magnify them.

I strongly urge the Rocklin City Council to reject this rezoning proposal. I, along with many of my neighbors, will continue to oppose any plan that threatens the safety, stability, and well-being of our community.

Respectfully,
Sarah Huckabee

112) **From:** Hayleigh Evans <hayleighevans01@gmail.com>

Dear Council Member,

I am writing to you as a concerned parent of a student at Maria Montessori Charter Academy, located at 1850 Wildcat Blvd in Rocklin. It has come to our attention that a high-density apartment complex is being proposed for 1800 Wildcat Blvd—immediately adjacent to our school. I am reaching out to urge you to reconsider this development, as it poses serious concerns regarding the safety, security, and well-being of our children and the broader community.

Key Concerns:

1. Student Safety & Privacy:

- The proposed development site is approximately 10 feet higher in elevation than our school grounds. A multi-story building at this location would allow residents a full view into our campus, including outdoor play areas and classrooms, which raises serious concerns about student privacy and campus security.
- The project could interfere with designated Safe Routes to School, potentially endangering students who walk, bike, or scooter to campus. Additionally, families

currently using the adjacent church parking lot for drop-offs and pick-ups may be impacted by restricted access or increased traffic.

2. Public Safety & Crime Risk:

- Numerous studies and city planning data across the U.S. show a correlation between high-density, low-income housing and an increase in calls for police service and property-related crimes in nearby areas.
- While not all affordable housing developments experience this, placing such a project directly next to an elementary school creates increased vulnerability for young children. The potential for increased loitering, trespassing, or other security-related issues should not be overlooked.
- Rocklin has long been recognized as a safe, family-oriented community. It is essential that any development supports—not compromises—that standard.

3. Operational & Financial Strain on the School:

- The proximity of a large residential complex could result in our school grounds being used as a de facto public park during non-school hours, creating wear and tear on our playgrounds, increased risk of vandalism, and associated costs that our public charter school is not equipped to absorb.

4. Loss of Educational Assets:

- The development would likely require removal of our cherished school garden, which plays a vital role in hands-on learning and environmental education for our students.

5. Traffic & Congestion:

- An influx of residents from 120+ apartment units would significantly impact already-congested roads, especially during critical school drop-off and pick-up times. This raises safety concerns and could result in longer commute times, increased emissions, and further logistical challenges for families and staff.

These concerns are not based on bias, but on the real logistical, environmental, and safety challenges that such a project presents—particularly in a location directly bordering a K–8 school.

We ask that you and your fellow council members give careful consideration to the long-term effects this development may have on student safety, community security, and the continued success of our school.

Please help us protect our children and preserve the integrity of our educational environment. Thank you for your time and dedication to serving our community.

Parent, Maria Montessori Charter Academy
Best Regards,
Hayleigh Evans

113) **From:** Dennis Boydstun dennisabyd@sbcglobal.net

Re: Re-zoning of Parcel #045-011-001-0000

My wife and I have lived at 3735 Mountain View Drive for since 1988, 37 years. We walk our dog every day up Argonaut and down Sweetwater, plus the cut de sacs. We have met and know many of our neighbors on those walks. We also see many people driving through our neighborhood that we don't recognize, many of them Amazon delivery drivers in private vehicles.

We are here to tell all of you that it is NOT IN THE BEST INTEREST OF THIS NEIGHBORHOOD to rezone Parcel Number 045-011-001-0000 to build a Large Multi-

Family Complex at the end of Argonaut. It is just a wrong fit for this quiet upscale neighborhood of well kept homes owned by a demographic of fairly well off people.

Here is a list of key points as to why we are not in favor of re-zoning to build a lower income multi-family housing development (APARTMENTS) at the end of Argonaut.

There is only one ingress/egress street, which has already been further taxed by Skyline's homes. Of whose owners have a series problem with stop signs at Hillsdale and Argonaut and Mountain View and Argonaut. Midas is even more impacted. Argonaut and Midas have horrible traffic backups during morning and afternoon commute times and further impacted by by the middle school traffic and children walking and riding bikes to and from school. Both developments would be further harmed by well over 270 additional drivers and tenants.

A great number of people in Mission Hills are seniors and / or retired, as well as many original owners who chose to stay in this area due to its safety, quiet, privacy, well-built and well-maintained homes and yards for a reason - much of which will diminish significantly with the increase noise, congestion, parking, and even diminished access for emergency vehicles when needed.

The Planning Commission authorized the "applicant' to request that the minimal standard of ONE parking space per unit (which is a joke, as there will likely be two or more drivers per unit, as well as providing no visitor parking. **If this happens, and it will happen, our streets will be inundated with parked cars in front of our homes. In addition the visiting traffic will bring people traveling through our neighborhood that do not belong in our neighborhood.**

Mission Hills has been a prized area to purchase for years, and what makes it so valuable will decrease all of our property values when congestion, etc. arrives on our door steps.

Rocklin has already designated over 100 aces for affordable housing in other area, so why not use what they have rather than add yet another area in our neighborhood?

Our area does not provide the nearby infrastructure that may be needed by a low income family (public transportation, groceries, etc.) The closet grocery store/pharmacy is Walmart Neighborhood Market 2.5 miles away, or 55 minute walk or Safeway/CVS on Granite Drive, 2.9 miles away and also a 55 minute walk one way. **There is also no public transportation nearby.**

I can pretty much assure you that if you lived in our neighborhood you would not be approving this project.

Thank you,

Dennis and Maru Boydstun

114) **From:** Jennifer Batt Jennifer.Batt@doj.ca.gov

Good Afternoon,

As a resident of Yankee Hill Estates, I am writing to express concern for the re-zoning of property adjacent to my neighborhood for the purpose of allowing high density low income apartments to be built.

The space in question is a wetland preserve with a creek running through it. It is important to preserve this green space adjacent to our neighborhood. I am concerned about the environmental impact of developing housing on a nature preserve.

I am concerned that this rezoning will decrease home property values and bring increased crime to our neighborhood.

I am also concerned that there will be increased traffic if the access to this complex is routed through Jaybird place (a shared road to all Yankee Hill homes). This increased traffic could also impact the safety of children and other pedestrians throughout the neighborhood.

I am also concerned that there will be increased use of the very small park within the neighborhood that would be beyond what it is outfitted for.

Overall, I see the need to create low income housing options within Rocklin. However, I am concerned that this space is not designed for that use and the negative impact it could have on myself and my neighbors. I would propose to utilize other space closer to shopping centers, creating a more walkable city area for those with low income, lessening their need to have a vehicle.

Respectfully,

Jennifer Batt

115) **From:** VERNON CARLSON meistertuba@msn.com

Dear City Council Members,
I am writing as a concerned resident of Rocklin regarding the proposed rezoning of land bordering our neighborhood to allow the construction of high-density, low-income housing.
While I understand the need for diverse housing options in our city, I strongly urge the Council to reconsider this particular project due to several significant concerns:

1. **Public Safety**: Numerous studies have linked high-density, low-income housing developments to increased rates of criminal activity in surrounding neighborhoods. Introducing this type of development so close to existing single-family residential areas may lead to a rise in incidents that could compromise the safety of families and children in our community.
2. **Traffic and Road Safety**: The current infrastructure is not equipped to handle the volume of traffic that such a development would bring. Increased congestion on local roads could result in more accidents, longer commute times, and overall reduced quality of life for current residents.
3. **Property Values and Community Stability**: The construction of high-density housing in close proximity to established neighborhoods has been shown to negatively impact

surrounding property values. This can erode the financial security of homeowners and potentially alter the character and cohesion of our community.
I respectfully ask that the Council seriously evaluate alternative locations for such a project—areas where the impact on existing neighborhoods would be minimized and where infrastructure is better suited to support additional housing density.
I would appreciate the opportunity for this message to be read and considered during the upcoming City Council meeting. As a resident and stakeholder in this community, I am deeply invested in ensuring that Rocklin continues to be a safe, thriving place for families.
Thank you for your time and attention to this matter.
Sincerely,
Vernon & Wai Carlson

116) **From:** Cynthia Barnes cinzbarnes@gmail.com

Hello, my name is Cynthia Barnes. I live at 4256 Americana Way. I strongly oppose the proposed rezoning of parcels 045-011-012 and 045-011-017 to build low income apartments. The need is great for low income housing, and also affordable housing for middle income residents of Rocklin. There seems to be a glut of new higher end housing. The proposed low income apartments will be situated back in a corner on the east side of Rocklin, no services nearby, and built over Antelope Creek which is a protected salmon habitat. How is this even possible? This is not well thought out. Are the residents of this planned complex expected to live in an area that is isolated from shopping and bus services? What if they don't have transportation? And if they do have transportation, what route will they use to get to Pacific St? There are 20 homes on Americana Way, the street I live on, and yet there is a lot of traffic due to the 141 homes that are on Del Rio. Those residents use Americana to get through to Pacific, instead of going down Del Mar. There are 179 homes in Yankee Hills Estates to the west of my home on the other side of the wetlands and Antelope Creek. The only exit from the development is over the train tracks at Pacific and Americana. It is out of the way for residents to drive up to Del Mar to exit on Pacific. People take the shortest route, that is common knowledge. The longer freight trains now cause traffic to back up on Americana, Pacific and Del Mar. If there is an emergency there will be no access in and out of the area. Where will be the exits from the planned apartments? Why would the city put an apartment complex in the middle of a commercially zoned area? Why will the people who will live in these apartments be sequestered from the rest of the Rocklin community without any services? What is going to be the impact on the salmon and the wetlands? It will be considerable, I'm sure. What will be done about the already fast heavier traffic we see daily on Americana? I've contacted the city and police dept on many occasions asking for help. We've asked for speed limit signs and also undulations, which were denied. Please reconsider this.rezoning change. Open areas of Rocklin are quickly disappearing. Once Antelope creek has been damaged from the construction and human interference it will never be restored. We owe it to our children to make responsible planning decisions that will benefit the entire community of Rocklin.
Thank you, Cynthia Barnes 4256 Americana Way. 916-710-0298

117) **From:** Margie Richmond margierichmond@gmail.com

Dear Council Members and Planning Commission Members,

I would like to ask that Parcel Number 045-011-001-0000 be removed from consideration for rezoning under RHNA. This property is not right for High Density Housing and zoning it as such would be a mistake.

The proposed lot resides in a neighborhood of single family homes which does not have the infrastructure to support an expected 250+ residents.The traffic on Argonaut and Midas is already an issue, especially during school hours, and the prospect of adding an additional 250+ vehicles is unreasonable. Argonaut is the only thoroughfare to access the neighborhood and this drastic influx of vehicles would be a negative impact to all surrounding communities as well as significantly decrease emergency services response times.

It is also my understanding that there are over 30 additional parcels that are in consideration for rezoning in the city of Rocklin. After review, parcel 045-011-001-0000 is the only lot that is situated in a neighborhood. As such, important accommodations for residents of High Density Housing are not afforded in this location. The parcel is located at the backside of the community and does not allow prospective High Density Housing residents walk-ability as there is not close proximity to stores nor a main street.

I sincerely hope that you take this request to remove parcel 045-011-001-0000 from rezoning into serious consideration. While I understand the importance of the city offering High Density Housing to its residents, the rezoning proposition is not a good fit for this community as it will conflict with the current character and would forever change this beloved neighborhood.

Margie Richmond

Post-Planning Commission
Public Correspondence
(Received 8/06/25 through 8/19/25)

118) **From:** Jamie Howard Sears mabuglet@gmail.com

Hello, I am unable to make the meeting about the affordable housing proposal to rezone our neighborhood. I am not against affordable housing. But the area you are trying to rezone is a small neighborhood with one road to enter and exit. An additional 75+ cars on our streets will be disastrous. It isn't easy to exit our street as is during school pick up and drop off times. You can't put a light in because traffic would back up onto Sunset. I implore you to please reconsider putting the complex here and find a more suitable solution to work with the traffic influx.

Thank you for your attention to this matter

Jamie Howard-Sears
3523 Willard Way, Rocklin, CA 95677

119) **From:** Eileen P adaa.eileen@gmail.com

Hello Michael, Jared, Gregg, Twiana, Roberto, and Nathan,

Thank you all very much for how you handled things last night at the Planning Commission meeting. I felt it was educational for all of us. I appreciate the work you put into balancing the desires of the community while trying to satisfy the state requirements. Your transparency and realistic approach was notable.

Thank you for listening to many residents (over 2 hours!!!) and for reading all of our lengthy emails and letters.

See you at the next meeting where I hope the City will give further support. And just know, that if you want to fight the state, it sure looks like you'll have a community with you!!

Regards,

Eileen

120) **From:** HS ikh081172@gmail.com

Dear Planning Commission,
re: 8/4/25 Public Hearing Agenda

I am a Rocklin resident writing to strongly oppose the application for the General Plan Amendment and Rezone for an RHNA Alternative Site located at 1800 Wildcat Blvd. in Rocklin.
Building a complex of this size in the middle of neighborhoods with over 1,200 high-end homes is inconsistent with the existing community. The poor traffic ingress/egress will contribute to dangerous traffic conditions because the shape and access of the land to Wildcat is too limited for high volume land use. The City should be focusing on more appropriate sites such as the corridor along 65, University Avenue, or near Whitney High School.
Please vote NO on the proposed rezoning application for 1800 Wildcat.
Thank you.

121) **From**: Courtney Paris cnbuzdon@gmail.com

Hello,

I received a notice of a potential zoning change for parcel number 010-210-002. I am incredibly concerned and disheartened that we would change the integrity of this historic site on Front st to allow for multilevel housing. When we bought here in 2018 on second street, we were captured by the historic charm, the oak trees and the quiet neighborhood. A change like this will jeopardize not only our property values but also the traffic on our quiet street. Our infrastructure cannot allow another street opening on second street unless it is an EVA, as it is already a narrow street. Additionally, our schools are already impacted. - my own child had to be waitlisted in order to get into our home school. Lastly, when we purchased our home, the zoning for this parcel on second street was residential. Had it been zoned for high density, it would have impacted our purchase. We strongly ask that you consider and honor the original general map of this historic district and keep the zoning as is.

Thank you,

Courtney

122) From: Tiffany Pluciennik <titaylor@hotmail.com>

Dear Vice Mayor Bass,
My name is Tiffany Pluciennik, and I'm a Rocklin resident and parent of a student at Maria Montessori Charter Academy (MMCA), a public K–8 charter school immediately adjacent to the proposed Sierra Wilds development at 1800 Wildcat Boulevard.
After reviewing the California Department of Housing and Community Development's April 8, 2025 *Technical Assistance Letter*, I understand the City's legal limitations in enforcing a specific level of commercial integration due to the ambiguous "integrated with" zoning language (HCD Letter PDF). However, this makes it even more critical to

fully assess, and mitigate, the unusual safety, legal, and operational risks that arise from placing this project in such proximity to a public school.

Key Concerns and Questions for Consideration

- *Smoking Restrictions vs. Private Residence Rights* - State law prohibits marijuana use within 1,000 feet of a public elementary school and restricts tobacco within a smaller radius. Yet, these activities are otherwise lawful inside private residences. How will the City reconcile this clear conflict if apartment balconies and patios are positioned within that 1,000-foot zone and overlook school grounds?
- *Direct Line-of-Sight Over School Grounds* - The California Department of Education has previously acknowledged the significance of what students can see and hear from adjacent developments. In this case, the 2nd and 3rd stories of the two closest apartment buildings would have uninterrupted overwatch of our entire school site, including the playground, garden, and classroom areas.
- *Project Footprint and School Lot Shape* - MMCA's flag-shaped parcel means that the narrow "flagpole" portion connects the school's main campus to Wildcat Boulevard, while most of the property sits behind the frontage. The proposed development would run directly along the school's longest property line, placing residential activity and a dog park against the core instructional and play areas. This configuration increases exposure and reduces the buffer space normally separating a school from unrelated high-density residential use, raising safety concerns during arrival, dismissal, and recess.
- *Regulatory Inconsistency* - Under California's Title 5 school site standards, a *new* school could not be approved this close to certain types of existing development due to safety and environmental concerns. Yet, there is no comparable review or mitigation requirement when new residential buildings are proposed next to an existing school. This regulatory gap leaves local jurisdictions as the final safeguard for ensuring student safety.
- *Construction and Operational Disruption* - Noise, dust, shared-parking loss, and direct interference with school garden access will degrade the learning environment and limit secure, supervised outdoor space.

Request for Action

I respectfully ask you to:

- Evaluate this project through a public safety lens independent of zoning compliance, given the unprecedented adjacency to a K–8 school.
- Seek enforceable conditions of approval requiring increased setbacks, privacy screening, restricted balcony orientation, and access control measures to eliminate direct line-of-sight and uncontrolled interaction with school grounds.
- Address legal conflicts between state smoking restrictions and private residence rights within the 1,000-foot school buffer zone before site plan approval.

Thank you for considering these objective, fact-based safety concerns as part of your leadership role in safeguarding both Rocklin's housing goals and the well-being of our children.

Warm regards,

Tiffany Pluciennik

Rocklin Resident & MMCA Parent
titaylor@hotmail.com

123) From: Dawn and Dean Sanguinetti sangfam916@gmail.com

Dear Members of the City Council,
Thank you for your continued commitment to addressing our community's housing needs. While I strongly support affordable housing in principle, I am writing to respectfully express concerns about the proposed location of a high-density residential affordable housing development directly adjacent to Maria Montessori Charter School and behind the housing community on Redmond and Syracuse drives.
This letter is not in opposition to affordable housing—but rather to the placement of this specific project, which presents serious logistical, safety, and land-use challenges.
Traffic Congestion and Student Safety
This proposed development will substantially increase vehicle traffic along school-adjacent corridors during peak hours.

- Morning drop-off and afternoon pick-up congestion is already a concern. Adding hundreds of new residential units will worsen congestion and increase the risk of accidents which are likely to involve children.
- The increased traffic for deliveries, transport services, maintenance, and utilities work require additional traffic calming measures, signage, and crossing infrastructure would be necessary—but those come with funding and enforcement challenges.

School Overcrowding and Strained Public Resources
High-density housing often brings a significant increase in families with school-age children. The schools in our area are already at capacity with many having to be rerouted from their "home" schools:

- Class sizes may exceed state or district guidelines.
- Public services like special education, after-school programs, and student counseling will face strain without adequate advance planning or budget augmentation.
- This can erode the quality of education for current and future students.

Security and Perimeter Challenges
Placing a dense residential complex directly next to a school can complicate security protocols.

- Schools are required to maintain controlled perimeters and limit unauthorized access. A multi-family complex next door increases the number of non-school-affiliated adults in the immediate area.
- Additional fencing, surveillance, or security staff may be required—further burdening school district budgets.

Incompatible Land Use and Noise Conflicts
High-density housing is inherently more active and increases noise, especially in evenings and weekends, which:

- Conflicts with the quiet, structured environment schools need during instructional hours.
- May raise concerns about open recreational spaces being used for unintended purposes.
- Could limit future school site expansion or modification, placing long-term constraints on educational infrastructure.

Infrastructure and Environmental Concerns
This co-location of a school and a dense residential project may overburden:

- Sewer, water, and stormwater systems in the area, which were not designed for this level of density.

- Green space and recreation areas, which are limited in many school zones and necessary for both student and community well-being.
- Emergency response access, with fire and medical services needing clear ingress and egress during high-volume periods.

Closing Recommendation
We respectfully urge the City Council to consider alternative locations for this housing development—locations that can accommodate density without placing undue pressure on schools or jeopardizing student safety. Alternatively, we ask that the city consider scaling the project appropriately and working in close coordination with residents to mitigate impacts.
Affordable housing is vital—but responsible urban planning means placing it where it can succeed without undermining critical public institutions like our neighborhood schools.
Thank you for your attention and thoughtful leadership on this matter.
Sincerely,
Dawn Sanguinetti
916-430-1781

124) From: Donald Blodger dablodger@gmail.com

On behalf of the residents of the Mission Hills neighborhood of Rocklin, we would like to express our gratitude for the gracious open forum meeting last night regarding the rezoning of the end of Argonaut Ave.

We so appreciate your professionalism, willingness to listen to all different points of view, and most importantly, to take a firm stand when, in the short term, a decision might alleviate the state compliance pressure, but one that would never stand the test of time or common sense in the long run. Specifically recommending removing Argonaut Ave. from the rezoning list.

We sincerely thank you for listening and considering all that was presented, which ranged from snarky to the mundane to well-thought-out analyses and everything in between. And those of us who received personal calls from someone on the planning commission or city council really appreciated you going beyond the ubiquitous and frustrating "*thank-you for your feedback*" email.

You have a difficult job, and I think we all learned more of the difficulties and all the variables you have to balance at the same time to keep Rocklin the city we have come to know and love.

We clearly do not know the "inside baseball" of working with the State of California and their mandates, but another thing came through last night, and that is that we would prefer you to lean into fighting the state rather than just rolling over. Again, we do not know precisely what fighting the state means, but as one person succinctly said to you … "We still live in a democracy."

Again, thank you for serving Rocklin so well and diligently. We will rally the troops again to attend the city council meeting on August 26 at 6pm.

Cheers,
Don & Victoria Blodger
4605 Lemonhill Drive
916.296.8080

125) From: Patrick Warren ptrk.warren@gmail.com

Hello I'm writing this short message in regards to the planned usage change to the parcel on the end of Willard way to high density. I'm in opposition to this and as a home owner in the close vicinity I think it's a bad idea. Thank you for your consideration.

Patrick Warren

5605 Bolton way.

126) From: Nicholas Peterson ndpeterson75@gmail.com

My name is Nick Peterson and I live at 3738 Mountain View Dr. in Rocklin.
My wife and I, along with our two daughters, moved to Rocklin in early 2020, just before the onset of the pandemic. In relocating from San Jose, we were searching for a place to raise our children in a safe, peaceful environment—away from the fast-paced, congested atmosphere of the Bay Area. Rocklin has always held a special place in our hearts, as my wife's parents have lived here for over 25 years. Our many visits over the years helped us fall in love with this wonderful city, and we were excited to finally call it home. We feel truly blessed to have found a neighborhood that reflects the values and lifestyle we envisioned for our family. Rocklin offers the kind of community where children can safely play outside, neighbors know each other, and families feel supported. It has become everything we hoped for and more.

However, in late 2020, just a few months after settling in, a large-scale development began along Skyline Drive, directly above our property. The construction brought an immediate and unwelcome increase in traffic, noise, and safety concerns. Non-resident drivers accessing Argonaut Avenue often disregard traffic signs—particularly the stop sign at Mountain View and Argonaut, which is routinely ignored. This dangerous behavior has been reported multiple times to Rocklin PD, and we believe it is only a matter of time before a serious accident occurs if this issue is not addressed.
Even now, after construction has concluded, the addition of 100+ new homes has introduced 200–300 new residents and an estimated 100–200 more vehicles to our local streets. Argonaut and Midas Avenues—already limited in access—now face heavier congestion and safety concerns due to increased traffic from residents, delivery vehicles, and service providers.

I am writing today to express my strong opposition to the proposed rezoning of the property parcel located at the end of Argonaut Avenue to allow for multi-family or low-income housing. This rezoning could add another 250–500 residents to an already burdened neighborhood infrastructure. It would fundamentally alter the quality of life that existing residents have come to cherish and worked hard to protect.

Such a decision will severely impact traffic flow, emergency response access, and pedestrian safety throughout the area. The scale and density of the proposed development are incompatible with the neighborhood's existing layout, traffic patterns, and infrastructure capacity.

Furthermore, there are already several parcels of land within the City of Rocklin that are zoned for multi-family and affordable housing. These locations—unlike the parcel in question—are far better suited to handle the necessary infrastructure, transportation access, parking requirements, and service demands that come with higher-density housing. Development should focus first on these appropriately zoned areas before pursuing rezoning of existing low-density residential neighborhoods.

We chose this neighborhood because of its family-friendly environment, sense of community, and slower pace of life—something that's becoming increasingly rare. We've found a place where children can be outside, build friendships, and experience the kind of childhood we had always hoped to give them. The proposed rezoning would bring permanent, life-altering changes that threaten the safety, accessibility, and character of our neighborhood.

We respectfully ask that you reconsider the proposed rezoning of this parcel. We urge the City Council to prioritize existing residents and to direct future development toward areas that are properly planned and zoned for higher-density housing.

I will be attending this evening's City Council meeting to express my opposition in person. Thank you for your time and consideration.

Sincerely,
Nick Peterson
3738 Mountain View Drive

127) From: Nicolette nicoletteromig@gmail.com

Counsel Members,

As a long time resident of Rocklin, former homeless program director, and currently small business owner, would like to express my protest against the proposal of using 045-011-012 AND 045-011-017 as high density options to meet RHNA requirements.

These are not good options. It will be more harmful for the community, and the city.

128) From: D B <88038593bh@gmail.com>

Dear City of Rocklin,

I am a local homeowner and resident in the neighborhood near Willard Way. Recently, a neighbor shared a photo of a public notice that appears to suggest a potential plan to develop multi-family apartments near the end of Willard Way.

Before anything else, I would like to confirm whether this is accurate:

- Is there an official development proposal under review or approval for apartment buildings in or around that area?

If such a project is indeed being considered, I would like to respectfully express my strong opposition for the following reasons:

1. Traffic and Accessibility:
   Willard Way is a small, residential street with only a single entry and exit. It is not designed to handle the volume of traffic that a large apartment complex would create. Increased congestion could cause serious delays and inconvenience for current residents.
2. Child Safety Concerns:
   This neighborhood has many families with young children, and the end of Willard Way is often used as a safe space for kids to gather and play. Adding a high-density residential building would increase traffic and pose significant safety risks to these children.
3. Alternative Access Point Recommendation:
   If development is ultimately approved, I urge the city to consider using the intersection of Front St and Farron St as the main access point for any such project. That location is far more suitable for vehicle flow and would minimize disruption to the current Willard Way residents.
4. Quality of Life Impact:
   Residents here already cope with the noise and disruption caused by nearby train tracks. Adding a large development project with potential long-term construction noise and new traffic would further reduce the quality of life in our peaceful neighborhood.

Thank you for your time and for considering the voices of local residents. I sincerely hope the city will take our concerns into account before moving forward with any development plans.

Sincerely,
Simon

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN AUGUST 2025 ADDENDUM TO THE 2012 GENERAL PLAN ENVIRONMENTAL IMPACT REPORT AND A STATUTORY EXEMPTION FOR THE 2021-2029 HOUSING ELEMENT PROGRAM 10 – ALTERNATIVE SITES FOR INCLUSION IN THE APPROVED INVENTORY OF SITES FOR THE REGIONAL HOUSING NEEDS ALLOCATION (RHNA) PROJECT

(2021-2029 Housing Element Program 10 – Alternative Sites / ENV2025-0009)

WHEREAS, on October 9, 2012, the City Council of the City of Rocklin approved and certified an Environmental Impact Report (EIR) for the 2012 General Plan Update (Resolution No. 2012-170) (State Clearinghouse Number 2008072115). The 2012 General Plan Environmental Impact Report analyzed the environmental effects of development at a program level throughout the City; and

WHEREAS, on October 24, 2021, the City Council of the City of Rocklin adopted the 2021-2029 Housing Element (Resolution No. 2021-153) and approved an Addendum to the 2012 General Plan Environmental Impact Report for the 2021-2029 Housing Element (Resolution No. 2021-152); and

WHEREAS, the 2021-2029 Housing Element, Program 10 – Inventory of Sites for Housing/Rezone Implementation committed the City to rezoning and amending the land use designation of approximately 240 total acres of land to meet the State's mandated inventory of "Low" and "Moderate" income to comply with the City's Regional Housing Needs Allocation (RHNA); and

WHEREAS, on December 10, 2024, the City Council of the City of Rocklin approved a General Plan Amendment (Resolution No. 2024-274) and adopted the Residential Minimum Density Overlay (RMDO) District (Ordinance No. 1183) to support the implementation of Program 10; and

WHEREAS, due to the application for and the approval of several development projects subsequent to the adoption of the 2021-2029 Housing Element and Program 10, several of the originally identified sites had been removed from the Inventory of Sites list, and alternative sites are required to be rezoned and redesignated to accommodate the City's RHNA requirements; and

WHEREAS, Public Resources Code Section 21166 and Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, Article 11 requires the City to analyze the proposed 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for RHNA project to determine whether further environmental analysis is required; and

WHEREAS, the City's 2012 General Plan Environment Impact Report remains relevant despite changed plans or circumstances that would result from the implementation of the 2021-2029 Housing Element Program 10 – Inventory of Sites for Housing/Rezone, and subsequent Inventory of Alternative Sites for Housing/Rezone, because the changes involve the adoption of similar long-range planning policies and regulations designed to further the development of housing affordable to a range of existing and future Rocklin residents; and

WHEREAS, the City has performed the required analysis under Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164, and based on the analysis and findings contained in the Addendum attached hereto, finds that no subsequent or supplemental environmental impact report is required to be prepared for the project; and

WHEREAS, based on the analysis and findings contained in the August 2025 Addendum to the General Plan EIR 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for RHNA Project, attached hereto as Exhibit A, it was determined that no subsequent or supplemental environmental impact report is required to be prepared for the project. The City further determines that the 2021-2029 Housing Element Program 10 – Alternative Sites project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080.85(a) of the California Public Resources Code, in that the project is being proposed to implement the goals and policies of the 2021-2029 Housing Element Program 10 of the General Plan; therefore, the activity is not subject to CEQA; and

WHEREAS, the City of Rocklin City Council has received and considered the 2012 General Plan EIR together with the 2021-2029 Housing Element Program 10 – Inventory of Sites of Housing/Rezone Implementation Project Addendum, which analyzed the potential environmental effects of the proposed Project; and

WHEREAS, the City of Rocklin Planning Commission recommended approval of the August 2025 Addendum to the General Plan EIR 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for RHNA Project and the associated Notice of Exemption with a vote of 5-0 on August 5, 2025.

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

Section 1.

A. The City Council of the City of Rocklin hereby approves the August 2025 Addendum to the General Plan EIR 2021-2029 Housing Element Program 10 – Alternative Sites (Exhibit A), on file with the Community Development Department and incorporated herein by this reference.

B. The City Council of the City of Rocklin further hereby approves a Notice of Exemption, attached hereto as Exhibit B, for the 2021-2029 Housing Element Program 10 – Alternative Sites project, which finds that the project is exempt from CEQA pursuant to Section 21080.085(a) of the California Public Resources Code, in that the project is being proposed to implement the goals and policies of the 2021-2029 Housing Element Program 10 of the General Plan; therefore, the activity is not subject to CEQA.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A
August 2025 Addendum to the General Plan EIR
2021-2029 Housing Element Program 10 – Alternative Sites

Exhibit B
Notice of Exemption
2021-2029 Housing Element Program 10 – Alternative Sites

EXHIBIT A

CITY OF ROCKLIN 2021–2029 HOUSING ELEMENT PROGRAM 10 – ALTERNATIVE SITES

AUGUST 2025

ADDENDUM TO THE GENERAL PLAN EIR

SCH No. XXX

City of Rocklin
Contact: Nathan Anderson
Principal Planner
3970 Rocklin Road
Rocklin, California 95677
916.625.5161

Table of Contents

Section **Page**

1. ADDENDUM TO THE ADOPTED GENERAL PLAN EIR 3

1.1 PURPOSE OF AN EIR ADDENDUM 4

1.2 PROJECT BACKGROUND 6

1.3 2012 GENERAL PLAN PROJECT DESCRIPTION 7

1.4 2012 GENERAL PLAN EIR SIGNIFICANT AND UNAVOIDABLE IMPACTS 12

1.5 2021-2029 HOUSING ELEMENT PROGRAM 10 - ALTERNATIVE SITES FOR HOUSING/REZONE 16

2. CEQA ANALYSIS 21

2.1 ENVIRONMENTAL ANALYSIS 22

2.1.1. AESTHETICS 22

2.1.2 AIR QUALITY 24

2.1.3 BIOLOGICAL RESOURCES 28

2.1.4 CULTURAL RESOURCES 31

2.1.5 ENERGY 33

2.1.6 GEOLOGY/SOILS 36

2.1.7 GREEHOUSE GAS EMISSIONS 38

2.1.8 HAZARDS AND HAZARDOUS MATERIALS 41

2.1.9 HYDROLOGY/WATER QUALITY 45

2.1.10 LAND USE AND PLANNING 47

2.1.11 MINERAL RESOURCES 49

2.1.12 NOISE 50

2.1.13 POPULATION AND HOUSING 52

2.1.14 PUBLIC SERVICES 54

2.1.15 RECREATION 57

2.1.16 TRANSPORTATION 58

2.1.17 UTILITIES AND SERVICES 63

2.1.18 WILDFIRE 67

2.2 CEQA FINDINGS 68

2.3 CEQA DETERMINATION 72

Tables and Figures **Page**

Table 3.0-1 City of Rocklin Residential Growth Projection Scenarios 7

Table of Contents

Table 4.7-1 Open Hazardsous Material Release Sites in the Vicity of the Planning Area……..41
Table 4.11-1 City of Rocklin Population…….. 51
Table 4.4-26 –Vehicle Miles Traveled (VMT) with Origin or Destination (or both) in City of Rocklin…… …… 64

1. Addendum to the Adopted 2012 General Plan EIR

1.1 PURPOSE OF AN EIR ADDENDUM

According to CEQA Guidelines Section 15164(a), an addendum shall be prepared if some changes or additions to a previously adopted EIR are necessary, but none of the conditions enumerated in CEQA Guidelines Sections 15162(a)(1) through (3) calling for the preparation of subsequent EIR have occurred. As stated in CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations):

When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR ***shall*** be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or negative declaration was adopted, shows any of the following:

   (a) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

   (b) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

   (c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The analysis pursuant to section 15162 demonstrates whether the lead agency can approve the activity as being within the scope of the existing certified EIR, that an addendum to an existing certified EIR would be appropriate, and no new environmental document, such as a new EIR, would be required. "Whether an initial environmental document remains relevant despite changed plans or circumstances – like the question whether an initial environmental document requires major revisions due to changes to plans or circumstances – is a predominately factual question. It is thus a question for the agency to answer in the first instance, drawing on its particular expertise." (*Friends of College of San Mateo Gardens v. San Mateo County Community College Dist (2016)) 1 Cal. 5th 937(citing Center for Biological Diversity v. Department of Fish & Wildlife (2015) 62 Cal.4th 204,215).*

"Initiating further environmental review every time plans or circumstances change, or whenever new information comes to light would render agency decision making intractable, always awaiting updated information only to find the new information outdated by the time a decision is made. Thus, the addendum process reasonably implements CEQA section 21166's objective of balancing the consideration of environmental consequences in public decision-making with interests in finality and efficiency." *Save Our Heritage Organization v. City of San Diego (2018) 28 Cal.App.5th 656,667-668.* The mere fact that a program EIR anticipated some additional review does not automatically mean a supplemental or subsequent EIR is required. If the changes are adequately covered by the program level or prior EIR, then no additional review is required. *Citizens' Committee to Complete the Refuge v. City of Newwark (2021) 74 Cal.App.5th 460,472.*

The Housing Element Program 10 – Alternative Sites Project (Project) would fulfill none of the conditions outlined in CEQA Guidelines Sections 15162(a)(1) through (3) because these changes would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects requiring major revisions to the 2012 General Plan Environmental Impact Report (2012 GP EIR). Accordingly, this Addendum to the 2012 GP EIR provides the substantial evidence required by CEQA Guidelines Section 15164(e) to support the finding that a subsequent or supplemental EIR is not required and an addendum to the 2012 GP EIR is the appropriate environmental document to address changes to the project.

As stated in CEQA Guidelines Section 15164 (Addendum to an EIR):

(a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

(b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

(c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

(d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.

(e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

The City has prepared this Addendum, pursuant to CEQA Guidelines Sections 15162 and 15164, to evaluate whether the project would result in any environmental impacts not covered by and within the scope of the City's 2012 GP EIR. The following Addendum details any changes in the project, changes in circumstances under which the project was undertaken, and/or "new information of substantial importance" that may cause one or more effects to environmental resources.

A copy of this Addendum to the 2012 GP EIR, and all supporting documentation, may be reviewed or obtained at the City of Rocklin Community Development Department, 3970 Rocklin Road, Rocklin, California 95677.

1.2 Project Background

The 2012 City of Rocklin General Plan is the foundation development policy document of the City of Rocklin. It defines the framework by which the physical, economic, and human resources of the City are to be managed and utilized over time. The General Plan clarifies and articulates the intentions of the City with respect to the rights and expectations of the public, property owners, prospective investors, and business interests. The General Plan informs these citizens of the goals, objectives, policies, and standards for the development of the City of Rocklin and the responsibilities of all sectors in meeting these.

The 2021-2029 Housing Element is one of the required eight elements of the 2012 General Plan and with its adoption in 2021, the Housing Element was determined to be consistent with the 2012 General Plan, as required by State law. Though the 2012 GP EIR did not specifically address the 2021-2029 Housing Element, the policies in the General Plan address all physical impacts resulting from development in the City of Rocklin consistent with the 2021-2029 Housing Element.

To that end, the adopted 2021–2029 Housing Element replaced the existing 2013–2021 Housing Element, and serves as the City of Rocklin's (City's) guiding policy document to meet future needs of housing for all the City's economic levels. The Housing Element is the only one of the eight required elements of the City's

General Plan drafted in accordance with Article 10.6 et. seq. of the Government Code and Certified by the State Department of Housing and Community Development as compliant with State law.

The City of Rocklin 2012 GP EIR analyzed the environmental ramifications of the land use patterns adopted for the City of Rocklin General Plan, including the Housing Element. The 2012 GP EIR consists of a program that provides for the orderly and systematic development of land in the City of Rocklin and provides mechanisms necessary for public services needed to support the proposed urban land uses. The 2012 GP EIR evaluated a total buildout population of 76,136 by the year 2030 with 29,283 dwelling units.

An addendum to the 2012 GP EIR was prepared in 2021 as the appropriate level of environmental review for adoption of the 2021-2029 Housing Element and Safety Element updates. The 2021-2029 Housing Element update consisted of twenty-four programs, which define the specific actions the City will undertake to achieve the stated goals and policies of the 2021-2029 Housing Element to provide housing opportunities for all economic segments of the community. Specifically, Program 10, which directs the city to create an inventory of sites to meet the City's Regional Housing Needs Allocation (RHNA) obligation, was partially completed in December 2024. That project amended the City's General Plan and rezoned approximately 142 acres of land to meet the City's lower- and moderate-income RHNA obligations, with the exception of approximately 61 acres (1,366 units) lost to approved development entitlements. To complete the implementation of Program 10 – Inventory of Sites for Housing/Rezone, staff has developed a list of sites to replace the lost acreage/potential unit yield to meet the City's RHNA obligation.

The City of Rocklin, identified as Lead Agency pursuant to the California Environmental Quality Act (CEQA), determined that the implementation of Program 10 – Alternative Sites Project does not require the need for supplemental or subsequent environmental review in accordance with Section 15162 of the CEQA Guidelines, as detailed herein. Therefore, the appropriate level of environmental review for implementation of the Project is an Addendum to the City's 2012 GP EIR, prepared pursuant to Sections 15162 and 15164 of the CEQA Guidelines. Findings to support this Addendum are contained herein in the Findings Section of this Addendum to the 2012 GP EIR.

1.3 2012 GENERAL PLAN PROJECT DESCRIPTION

2012 General Plan Development Capacity Residential Buildout: The 2012 General Plan Land Use Element capacity identifies buildout growth potential in the Planning Area. Based on available land and densities identified in the General Plan for the incorporated area and all other areas within the City's Sphere of Influence (SOI), the total eventual population of the city is estimated to be 76,136 by the year 2030 with 29,283 dwelling units. Buildout does not preclude intensification of uses within the city. The General Plan also used three growth scenarios to identify possible future growth in the city. The General Plan determined that since there is no certainty with regard to the actual pace of population growth, it is useful to develop population projections based on a low, midrange, and high growth scenarios. Table 4-3A of the General Plan (shown as Table 3.0-1 below) provides a range of growth scenarios. The low growth scenario, based on Sacramento Area Council of Governments (SACOG) projections, assumes that residential building

permits issued will average 200 dwelling units per year. The mid-range growth scenario, based on an examination of then recent residential building activity, assumes that residential building permits issued will average 400 dwelling units per year. The high growth scenario, based on a historic growth rate of 9 percent, assumes that residential building permits issued will average 600 dwelling units per year. For planning purposes, the City has assumed that the mid-range growth scenario is the most likely to be an accurate average over the buildout horizon. However, the 2012 GP EIR evaluated the high growth scenario as the environmental base for the city's buildout projection for a worst-case scenario. Population and housing projections, and total residential buildout is shown in Table 3.0-1 below:

TABLE 3.0-1 CITY OF ROCKLIN – RESIDENTIAL GROWTH PROJECTION SCENARIOS

Year	# of Housing Units	Population Projection Assuming 200 Dwelling Units per year	# of Housing Units	Population Projection Assuming 400 Dwelling Units per Year	# of Housing Units	Population Project Assuming 600 Dwelling Units per Year
	Low Projection	Low Projection	Mid-Range Projection	Mid-Range Projection	High Projection	High Projection
2010	21,436	55,734	**21,836**	**56,774**	22,236	57,814
2015	22,436	58,334	**23,836**	**61,974**	25,236	65,614
2020	23,436	60,934	**25,836**	**67,174**	28,236	73,414
2025	24,436	63,534	**27,836**	**72,374**	29,283	76,136
2030	25,436	66,134	**29,283**	**76,136**		
2035	**26,436**	**68,734**				
Buildout	***29,283***	***76,136***				

Source: City of Rocklin 2008, Land Use Element Table 4-3A Notes: 1 2008 base figures for population and housing are derived from California Department of Finance (DOF) E-5 Report "City/County Population and Housing Estimates," January 2008. 2. Residential buildout would occur in 2021. 3. Residential buildout would occur in 2028.

Impacts and Mitigation Measures: The 2012 GP EIR identified direct, and indirect environmental effects associated with implementation of the proposed buildout of the 2012 General Plan. Further, the 2012 GP EIR identified the Municipal Code sections and General Plan policies, as well as action steps that would serve to mitigate the environmental effects. Standards of significance are identified and used to determine whether identified environmental effects are considered "significant" and require the application of mitigation measures. Each environmental impact analysis is identified numerically (e.g., Impact 4.8.1 – Construction Impacts on Surface Water Quality) and is supported by substantial evidence included in the discussion. In addition to impacts created from the application of the standards of significance, the 2012 GP EIR also addressed impacts to the provisions of the proposed 2012 General Plan policies that could

result in significant environmental effects. Mitigation measures for the proposed project were developed through a thorough review of the environmental effects of the project by consultants with technical expertise, as well as by environmental professionals. The mitigation measures adopted consist of "performance standards" that identify clear requirements that would avoid or minimize significant environmental effects (the use of performance standard mitigation is allowed under CEQA Guidelines Section 15126.4(a) and is supported by case law *Rio Vista Farm Bureau Center v. County of Solano ([1st Dist. 1992] 5 Cal. App. 4th at pp. 371, 375–376 [7 Cal. Rptr. 2d 307])*.

An EIR for a general plan is substantially different from a project-level EIR in the way that mitigation measures are identified and incorporated back into the "project," which in this case is the proposed 2021-2029 Housing Element Program 10 – Alternative Sites. This is a function of the general plan and EIR being a set of programmatic documents as opposed to consideration of individual development projects with specific physical impacts. In this regard, a "degree of specificity" is used in accordance with State CEQA Guidelines Section 15146 which states:

Section 15146: "The degree of specificity required in an EIR will correspond to the degree of specificity involved in the underlying activity which is described in the EIR.

(a) An EIR on a construction project will necessarily be more detailed in the specific effects on the project than will be an EIR on the adoption of a local general plan or comprehensive zoning ordinance because the effects of the construction can be predicated with greater accuracy.

(b) An EIR on a project such as the adoption or amendment of a comprehensive zoning ordinance or a local general plan should focus on the secondary effects that can be expected to follow from the adoption or amendment, but the EIR need not be as detailed as an EIR on the specific construction projects that might follow.

As much as possible, potential program-level environmental impacts related to the policies of a general plan are identified as the plan is being prepared. Additional policies and action steps can then be formulated and proposed in the general plan to address and mitigate those impacts. Furthermore, the general plan establishes policies and measures by which the City would address environmental issues related to future implementation of the plan.

A second way that mitigation measures in a general plan EIR differ from a project-level EIR is that the general plan recognizes that future development projects would be required to undertake their own subsequent CEQA analysis as provided for under CEQA Guidelines Section 15183. Future project-specific analysis would be required to occur at such time as proposed project-specific information and project-specific sites are known for which environmental impacts can be further identified and evaluated on a project specific basis.

2. CEQA Analysis

Approach to the Cumulative Impact Analysis CEQA: Guidelines Section 15130 requires that EIRs include an analysis of the cumulative impacts of a project when the project's effect is considered cumulatively considerable. The analysis of cumulative impacts for each environmental factor can employ one of two methods to establish the effects of other past, current, and probable future projects: A lead agency may select a list of projects, including those outside the control of the agency, or alternatively, a summary of projects. These projects may be from an adopted general plan or related planning document, or from a prior environmental document that has been adopted or certified, and they may describe or evaluate regional or area-wide conditions contributing to the cumulative impact. The City's 2012 GP EIR utilizes both approaches for the cumulative impact analysis.

Cumulative Setting and Impacts: The 2012 GP EIR provides an analysis of the proposed project's contribution to cumulative impacts to the environment. The analysis focuses on whether the project's contribution is "cumulatively considerable" (CEQA Guidelines Section 15130; see also the following subsection: Consideration of Cumulative Impacts). A cumulative impact occurs from the change in the environment that results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time (CEQA Guidelines Section 15355[b]). Accordingly, the cumulative setting includes related past, present, and reasonably foreseeable future projects in the region. The cumulative setting conditions considered in the 2012 GP EIR are as follows:

Local Adopted General Plans: These are the existing land use plans in the region, consisting of the cities of Roseville, Lincoln, Loomis, Auburn, and Colfax, as well as the plan for the unincorporated portions of Placer County. The 2012 GP EIR identified anticipated growth of these jurisdictions by the year 2030 (which corresponds to SACOG 2035 growth projections for western Placer County) as well as post-2030 development anticipated.

- Large-Scale Development Projects. This includes community plans and area plans in the unincorporated Placer County area (Auburn/Bowman, Granite Bay, Sunset Industrial Area, Bickford, Dry Creek), as well as other major projects in western Placer County (Curry Creek, Regional University, Lincoln Sphere of Influence (SOI), Placer Ranch, Placer Vineyards, Riolo Vineyard, Creekview, Sierra Vista). The 2012 GP EIR identified current anticipated development of these projects by year 2030 (which corresponds to SACOG 2035 growth projections for western Placer County) as well as post-2030 development anticipated.

- Effect of Regional Conditions. This consists of consideration of background traffic volumes and patterns on regional and state highways (e.g., I-80 and SR 65), background air quality conditions, and other associated environmental conditions that occur within the region, both within and outside of the Planning Area.

- Consideration of Existing Development Patterns. This consists of consideration of the current environmental conditions of existing development and past land use activities in the region. It includes major land use activities in the City of Rocklin and its associated Sphere of Influence (SOI). Most of the undeveloped or recently developed (within the last 20+ years) areas in the City of Rocklin have been master-planned through a series of Planned Unit Developments referred to as "General Development Plans" under the Rocklin Zoning Ordinance. Many areas which appear to be undeveloped or vacant actually have City approved development plans or "entitlements". Timing of these developments will depend on market factors.

Consideration of Cumulative Impacts: Each technical section in the 2012 GP EIR considered whether the project's effect on anticipated cumulative setting conditions is cumulatively considerable (i.e., a significant effect). "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with effects of past projects, the effects of other current projects, and the effects of probable future projects (CEQA Guidelines Section 15065[a][3]). The determination of whether the project's impact on cumulative conditions is considerable is based on several factors, including consideration of applicable public agency standards, consultation with public agencies, and expert opinion.

Terminology used in the 2012 General Plan EIR: The 2012 GP EIR uses the following terminology to analyze and describe the environmental effects of the proposed project:

- **Rocklin General Plan Planning Area:** The Planning Area represents all the area within the city boundaries (approximately 19.8 square miles), plus the additional 1.2 square miles outside the city boundaries that comprise the City's SOI. The boundaries of the General Plan Planning Area remain the same for the 2012 General Plan as they were for the 1991 General Plan.

- **Less Than Significant Impact:** A less than significant impact would cause no substantial change in the physical condition of the environment (no mitigation would be required for project effects found to be less than significant).

- **Significant Impact and Potentially Significant Impact:** A significant impact would cause (or would potentially cause) a substantial adverse change in the physical conditions of the environment. Significant impacts are identified by the evaluation of project effects using specified standards of significance provided in each technical section of the EIR. Identified "significant" impacts are those where the project would result in an impact that can be measured or quantified, while identified "potentially significant" impacts are those impacts where an exact measurement of the project's effects cannot be made but substantial evidence indicates that the impact would exceed standards of significance. A potentially significant impact may also be an impact that may or may not occur and where a definite determination cannot be foreseen. Mitigation measures and/or project alternatives are identified to avoid or reduce project effects to the environment to a less than significant level.

- **Significant and Unavoidable Impact:** A significant and unavoidable impact would result in a substantial negative change in the environment that cannot be avoided or mitigated to a less than significant level if the project is implemented.

- **Less Than Cumulatively Considerable Impact:** A less than cumulatively considerable impact would cause no substantial change in the physical condition of the environment under cumulative conditions.

- **Cumulatively Considerable Impact:** A cumulatively considerable impact would result when the incremental effects of an individual project, when viewed in connection with the effects of other projects, result in a significant adverse physical impact on the environment under cumulative conditions.

- **Standards of Significance:** A set of significance criteria to determine at what level or "threshold" an impact would be considered significant. Significance criteria used in this EIR include the CEQA Guidelines; factual or scientific information; regulatory performance standards of local, state, and federal agencies; and City goals, objectives, and policies. Specified significance criteria used by the City of Rocklin are identified at the beginning of the impact analyses of each technical section of the EIR.

- **Subsequent Projects/Activities:** These are anticipated development projects (e.g., residential, commercial, industrial, recreational projects) that could occur in the future because of the implementation of the 2012 General Plan, the continuation and potential expansion of land use activities (such as agricultural operations), or as a result of changes from the land use designations of the existing General Plan. This could also include public infrastructure and utility extension projects including, but not limited to, roadway widenings and extensions, intersection improvements, and water, stormwater, and wastewater distribution improvements.

1.4 2012 GENERAL PLAN EIR LESS THAN SIGNIFICANT, POTENTIALLY SIGNIFICANT, AND SIGNIFICANT AND UNAVOIDABLE IMPACTS

The 2012 GP EIR found that with the implementation of policies and programs from the General Plan buildout, the following environmental topic areas would be less than significant:

- land use
- geology and soils
- human health/hazards
- hydrology and water quality
- population and housing
- public service, utilities, and service systems and,
- water resources.

The 2012 GP EIR addressed potentially significant impacts related to:

- air quality
- aesthetics/light and glare
- transportation and circulation
- noise
- cultural and paleontological resources
- biological resources
- climate change and greenhouse gases

The 2012 GP EIR concluded that implementation of the 2012 General Plan would result in significant and unavoidable impacts to the following environmental resource areas, and a Statement of Overriding Considerations was adopted with the 2012 General Plan:

Air Quality

- Impact 4.2.2: Violate Air Quality Standard: Short-Term Emissions from Construction Projects. Although the 2012 General Plan has mitigating policies and their associated action steps, along with the City, District, State and Federal Rule-Based Requirements, these efforts will not reduce the impact to a less than significant level.

- Impact 4.2.3: Negative air quality impacts associated with long-term emissions from projected growth over the planning horizon of the proposed project could result in a violation of an air quality standard or in a substantial contribution to an existing or projected air quality violation. Although the 2012 General Plan has mitigating policies and associated action steps to minimize the effects of this impact, these policies and action steps will not reduce the impact to a less than significant level.

- Impact 4.2.5: Development of the land uses in the 2012 General Plan could include sources of toxic air contaminants which may impact surrounding land uses, or conversely, place sensitive land uses near existing sources of toxic air contaminants. Therefore, implementation of the General Plan could expose sensitive receptors to toxic air contaminants.

- Impact 4.2.6: Subsequent land use activities associated with implementation of the proposed project could include sources that could create objectionable odors affecting a substantial number of people.

- Impact 4.2.7: Implementation of the proposed project, along with potential development of the surrounding region, would exacerbate existing regional problems with ozone and particulate matter.

Aesthetics/Light and Glare

- Impact 4.3.3: Implementation of the proposed project would result in increased development which would substantially degrade the existing visual character or quality of the area and its surroundings.

Although the 2012 General Plan has mitigating policies and associated action steps, these policies and associated action steps will not reduce the impact to a less than significant level.

- Impact 4.3.4: Implementation of the proposed project could result in an increase in daytime glare and/or nighttime lighting. This increase in daytime glare sources and nighttime lighting levels could have an adverse effect on day or nighttime views in the area.

- Impact 4.3.5: While the Planning Area does not contain any scenic vistas or scenic resources within a state scenic highway, implementation of the proposed project would result in alterations to the city's existing visual character through the increased expansion of urban development and creation of additional new sources of light and glare.

Transportation and Circulation

- Impact 4.4.2: Implementation of buildout of the proposed project would contribute to increased traffic volumes on state/interstate highway facilities, which could cause operations at state/interstate highway segments to deteriorate to levels below those identified in the Caltrans Transportation Concept Report.

- Impact 4.4.3: Implementation of the proposed project would contribute to increased traffic volumes at state/interstate highway intersections at buildout.

Noise

- Impact 4.5.1: The proposed project could result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies. Although the 2012 General Plan has mitigating policies and their associated action steps designed to minimize the effects of this impact, these policies and associated action steps will not reduce the impact to a less than significant level.

- Impact 4.5.3: The proposed project could result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project and could result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies, as a result of increased traffic on the roadway network. Projected increases in traffic noise levels could adversely affect noise-sensitive land uses. In addition, future development of noise-sensitive land uses could be exposed to roadway and/or railroad noise levels in excess of the City's noise standards.

- Impact 4.5.4: Subsequent development associated with the proposed project could result in new noise-sensitive land uses encroaching upon existing or proposed stationary noise sources or new stationary noise sources encroaching upon existing or proposed noise-sensitive land uses. This could result in a substantial permanent increase in ambient noise levels in the project vicinity above existing levels or could result in exposure of persons to or generation of noise levels in excess of

standards established in the local general plan or noise ordinance or of applicable standards of other agencies.

- Impact 4.5.6: Buildout of the proposed project would increase transportation noise along roadways within the Planning Area.

Cultural and Paleontological Resources

- Impact 4.8.5: Implementation of the proposed project, in addition to existing, approved, proposed, and reasonably foreseeable development in the region, could result in cumulative impacts to historic character in the region. The 2012 General Plan mitigating goals and policies and their associated action steps would reduce the severity of impacts to historic character. However, the policies would not completely mitigate this impact.

Biological Resources

- Impact 4.10.3: Implementation of the proposed project could have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by CDFG or USFWS due to disturbance, degradation, and removal of sensitive biological communities. Implementation of the proposed project could also have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to, marsh, vernal pool, coastal) through direct removal, filling, hydrological interruption, or other means.

- Impact 4.10.5: Implementation of the proposed project could conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance as a result of the removal of native oak trees, including heritage trees and other mature, healthy oak trees. Implementation of the 2012 General Plan and the associated tree removal could also have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by CDFG and USFWS. This impact can be partially mitigated through the preservation of trees proposed for removal, the relocation or replanting of removed trees and contributions to the City's Oak Tree Preservation Fund, but would be significant and unavoidable because the removed trees would not be immediately replaced with mature oak trees.

- Impact 4.10.6: Implementation of the proposed project could conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance as a result of the removal of areas of oak woodland habitat. Implementation of the proposed project and the associated oak woodland habitat removal could also have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by CDFG or USFWS. This impact can be partially mitigated through the preservation, creation and restoration of the

City's urban forest and oak woodlands that would take place over time as part of the City's mitigation strategy, but would be significant and unavoidable because the mitigation strategy allows for the replanting of trees (either directly or through payments to the City) that will take many years to become as mature as many of the oak trees that will be removed, and the mitigation strategy may not necessarily result in the re-creation of areas of oak woodland habitat.

- Impact 4.10.7: The proposed project, in combination with other reasonably foreseeable projects, could have a substantial adverse effect, either directly or through habitat modifications, on any species identified as candidate, sensitive, or special-status species in local or regional plans, policies or regulations, or by CDFG or USFWS. The proposed project, in combination with other reasonably foreseeable projects, could also have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by CDFG or USFWS. The proposed project, in combination with other reasonably foreseeable projects could also have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal) through direct removal, filling, hydrological interruption, or other means. The proposed project, in combination with other reasonably foreseeable projects, could also interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Further, the proposed project, in combination with other reasonably foreseeable projects, could reduce the number or restrict the range of an endangered, rare, or threatened plant or animal species or biotic community, thereby causing the species or community to drop below self-sustaining levels.

Climate Change and Greenhouse Gases

- Impact 4.15.3: Implementation of the 2012 General Plan and the associated future development would generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.

1.5 2021-2029 HOUSING ELEMENT PROGRAM 10 – ALTERNATIVE SITES.

The City of Rocklin 2021-2029 Housing Element was adopted in August 2021 and replaced the 2013-2021 Housing Element. The 2021-2029 Housing Element contains twenty-four programs, which define the specific actions the City will undertake to achieve the stated goals and polices of the 2021-2029 Housing Element.

Program 10, adopted with the 2021–2029 Housing Element, is noted below:

10. Inventory of Sites for Housing/Rezone

Objective: Annually review the sites inventory to accommodate the City's RHNA of 5,661. Monitor development applications with the available sites table and encourage and facilitate the development

of affordable housing on Rocklin's remaining sites designated for medium-high and high-density residential uses. Make the inventory of sites available to developers and offer regulatory and/or financial incentives to facilitate the development of housing affordable to lower-income households.

To accommodate the City's 6th cycle Regional Housing Needs Allocation (RHNA), and the 5th cycle unaccommodated need, the City will rezone and amend the land use designation on 95.58 acres of vacant and underutilized land to Res 24+, and 64.33 acres of land that is vacant and underutilized to MU 24+, to meet the City's lower income RHNA of 3,543 units (identified in Table 7-42). All sites will have a minimum density of 24 units per acre. Mixed Use sites will have a maximum density of 40 dwelling units per acre and sites zoned Res 24+ will have a High Density Residential (HDR) land use designation with no maximum density. Rezoned sites will permit owner-occupied and rental multifamily uses by right pursuant to Government Code section 65583.2(i) for developments in which 20 percent or more of the units are affordable to lower income households. All sites will require a minimum of 20 units per acre and will allow for at least 16 units per site, per state law requirements. The City will ensure that this rezone effort will ensure consistency with the general plan designations and zoning districts.

Additionally, to ensure capacity for the City's moderate income RHNA, the City will rezone 51.06 acres of vacant land to R-3, RD-20 and MU 10+, and 26.69 acres of underutilized land to MU 10+, identified in Table 7-43.

The City will emphasize applying the rezones to available lands in high resource areas, as defined by the TCAC/HCD Opportunity Areas map and on sites that are 0.5 to 10 acres in size.

All identified sites have water and sewer capacity and availability of dry utilities.

In December 2024, the City completed a series of legislative General Plan Land Use and Zoning Map Amendments to implement Program 10 – *Inventory of Sites for Housing/Rezone* – of Rocklin's adopted and HCD-certified 2021–2029 Housing Element.

Program 10 committed the City to rezone and redesignate approximately 238 acres of infill land—previously designated for residential, mixed-use, commercial, or industrial uses and evaluated in the 2012 General Plan EIR—to accommodate its 6th Cycle Regional Housing Needs Allocation (RHNA) of 5,661 units, plus 481 units of unaccommodated 5th Cycle need, for a total of 6,142 units.

To implement Program 10, the City created a Residential Minimum Density Overlay (RMDO) Zone to provide a mechanism to establish minimum development densities on a given site as a means to accommodate the City's RHNA obligations. The creation of the RMDO zone was an element of the previous Addendum's project description and analysis .

However, due to development approvals granted after publication of the 2021-2029 Housing Element, approximately 61 acres (with a potential yield of 1,366 units) were no longer available. This loss resulted in a shortfall in both available acreage and housing unit capacity. The Alternative Sites effort is intended to address this shortfall.

Based on the previous 2021-2029 Housing Element obligations, this shortfall is comprised of 968 units for "Lower"" income RHNA, and 52.75 acres for "Moderate" income RHNA.

To address the shortfall, staff has identified a list of alternative sites for potential inclusion in the City's updated RHNA Sites Inventory**.** A total of 15 sites on 23 parcels have been selected for "Lower" income RHNA, and 7 sites on 13 parcels have been selected for "Moderate" income RHNA.

Approval of the alternative sites as proposed would result in 1,334 additional total units in the "Lower" category, resulting in a surplus of 366 units. Similarly, approval would result in a surplus of 17.48 acres in the "Moderate" category.

All identified sites qualify as infill development (revitalizing existing urban areas by building on vacant or underutilized land) and are not considered greenfield development (constructing new buildings on undeveloped land, typically on the outskirts of cities), have access to existing utilities, and are reasonably located near key community amenities such as the library, healthcare services, commercial areas, parks, and schools.

CEQA requires the City to evaluate the environmental impacts associated with changes to the environment resulting from the Program 10 – Alternative Sites. In this instance, most of the goals, policies, and programs from the previous 2013-2021 Housing Element are continued through to the proposed 2021–2029 Housing Element.

Project changes standing alone normally will not trigger requirements for further CEQA review. However, the City as Lead Agency must provide a reasoned basis supporting its conclusion that project changes would not result in new or substantially more severe significant impacts. (*American Canyon Cmty United for Responsible Growth v. City of American Canyon (2006) 154 Cal.App.4th 1062*)

2.0 CEQA ANALYSIS

The following environmental analysis compares the 2012 GP EIR with the adopted 2021-2029 Housing Element Program 10, along with the newly added Alternative Sites. For the purposes of this addendum, all of these components are collectively referred to as Program 10. As noted, in accordance with State law, the adopted 2021-2029 Housing Element has been determined to be consistent with the 2012 General Plan. Accordingly, the 2012 GP EIR environmental analysis is consistent with the 2012 General Plan and 2021-2029 Housing Element.

As required by CEQA Guidelines Section 15164, the analysis considers if the 2021-2029 Housing Element would result in new significant environmental effects or a substantial increase in the severity of significant effects identified in the 2012 GP EIR, or if the 2021-2029 Housing Element would require new or substantially different mitigation measures than those identified in the 2012 GP EIR.

It should be noted that the City certified the 2012 GP EIR in accordance with Appendix G Checklist at the time. California courts have held that where a new guideline or threshold is adopted after the certification of an EIR, an addendum to the EIR need not include additional environmental analysis relating to that guideline or threshold where the potential environmental impact at issue in the new guideline or threshold was known or could have been known at the time the EIR was certified. (*Citizens Against Airport Pollution v. City of San Jose (2014) 227.App4th 788, 806*). Because these impacts were known or could have been known when the EIR was certified in 2012, this does not constitute new information requiring a supplemental or subsequent EIR.

2.1 ENVIRONMENTAL ANALYSIS

The following analysis discusses environmental resource areas and thresholds included in the CEQA Guidelines Checklist Appendix G. The analysis also considers the 2012 General Plan policies that would be implemented to reduce potential environmental impacts. The policies included in the 2012 General Plan are specifically intended to mitigate environmental impacts. As such, the analysis in the 2012 GP EIR identified the 2012 General Plan policies, as well as mitigation measures, that would reduce significant impact associated with implementation of the 2021 General Plan, including the 2021-2029 Housing Element. The addendum considers the 2012 General Plan policies and mitigation measures identified in the 2012 GP EIR to determine if new or substantially different mitigation measures are required to reduce impacts of the 2021-2029 Housing Element Program 10.

2.1.1 AESTHETICS

AESTHETIC IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 General Plan Aesthetics section describes the City of Rocklin's visual resources and landscape. The analysis focused on the anticipated changes that would occur to the visual character of the Planning Area stemming from development consistent with the 2012 General Plan land uses. The 2012 EIR concluded that implementation of the 2012 General Plan land uses would result in significant and unavoidable aesthetic impacts due to substantially altering the existing visual character of the sites and its surroundings slated for development. The following aesthetic impacts were determined:

Impact 4.3.1 No lands within the Planning Area are designated as a scenic vista. Therefore, a substantial adverse effect on a scenic vista would not occur as a result of project implementation and no impact is

identified. Alteration of vacant areas would change the visual quality of various areas throughout the Planning Area. **However, since there are no designated scenic vistas, no impact would occur.**

Impact 4.3.2 Implementation of the 2012 General Plan would not substantially damage any scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway. **Therefore, no impact would occur.**

Impact 4.3.3 Implementation of the 2012 General Plan would result in increased development that would substantially degrade the existing visual character or quality of the area and its surroundings. Although the 2012 General Plan has mitigating policies and associated action steps, these policies and associated action steps will not reduce the impact to a less than significant level. **Therefore, this would be a potentially significant impact, and after application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

Impact 4.3.4 Implementation of the 2012 General Plan could result in an increase in daytime glare and/or nighttime lighting. This increase in daytime glare sources and nighttime lighting levels could have an adverse effect on day or nighttime views in the area. **This is considered a potentially significant impact, and after implementation of existing City Design Review Guidelines and application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

Impact 4.3.5 While the Planning Area does not contain any scenic vistas or scenic resources within a state scenic highway, implementation of the 2012 General Plan would result in alterations to the city's existing visual character through the increased expansion of urban development and creation of additional new sources of light and glare. **This is considered a cumulatively considerable impact and after implementation of existing City Design Review Guidelines and application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

AESTHETIC IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

The Aesthetic Impacts associated with the Program 10 - Alternative Sites Project with General Plan Amendments and Rezones would not result in new significant aesthetic impacts greater than those identified in the 2012 EIR. Although, the Program 10 Alternative Sites Project would increase the density of residential development, all Program 10 properties were previously evaluated for some type of urban development (e.g., residential, mixed use, commercial or industrial). Although the Program 10 sites would result in different land uses and/or development intensity than what was anticipated in the 2012 General Plan, the development of housing that may be built upon these sites would not substantially alter the visual character of the built urban environment. Moreover, the proposed residential developments are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which ensure that aesthetic impacts are avoided or minimized on adjoining land uses. Accordingly, such changes would not result in increased aesthetic impacts beyond those analyzed in the 2012 GP EIR.

In addition, the following 2012 General Plan policies will be implemented on a project specific basis to assist in avoiding or minimizing land use incompatibilities and visual impacts within the Planning Area: LU-8, LU-13, LU-18, LU-19, LU-21, LU-38, LU-39 LU-50, LU-51, LU-52, LU-53, LU-54 and LU-55. These General Plan policies relate to reviewing proposals for new residential development for compatibility with the character and scale of nearby neighborhoods, maintaining development standards unique to Central Rocklin that encourage residential development on infill parcels, including affordable housing, while maintaining compatibility with existing residential land uses, implementing complimentary design concepts for all buildings, structures, driveways, parking areas, parks and landscaping, and ensuring that the spacing, scale, mass, height, exterior materials and architectural design of new residential uses complements existing residential areas.

Moreover, the following 2012 General Plan policies will be implemented on a project specific basis to assist in avoiding or minimizing impacts associated with increased daytime glare and/or nighttime lighting: LU-4, LU-18, LU-21, LU-38, LU-39, LU-50, and LU-52. These General Plan policies relate to utilizing techniques that minimize the adverse effects of light and glare on surrounding properties, and incorporating dark sky concepts to the extent practicable, establishing residential design standards for planned unit developments, especially for hillsides and other unique areas, maintaining development standards unique to Central Rocklin that encourage residential development on infill parcels, including affordable housing, and implementing complimentary design concepts for all buildings, structures, driveways, parking areas, parks and landscaping.

As noted, the site-specific Program 10 Alternative Sites projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will help to ensure that aesthetic impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 Alternative Sites Project would not result in new or substantially more severe significant aesthetic impacts than what was evaluated in the 2012 GP EIR.

2.1.2 AIR QUALITY

AIR QUALITY IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 General Plan Air Quality section examined the climatic influences that affect air quality of the City of Rocklin General Plan Planning Area and described available data on measured air pollution levels near the Planning Area. Key issues addressed include 8-hour ozone attainment, short-term construction emissions, operational air pollutants, increases in criteria pollutants, odors, and regional air quality

impacts. General Plan policies and mitigation measures that would serve to reduce impacts are also identified.

The air quality analysis for this 2012 GP EIR is based on land use designations identified in the proposed 2012 General Plan Land Use Element and the projected traffic and residential, commercial, office, and industrial uses described herein. The following air quality impacts were determined.

Impact 4.2.1 Subsequent land use activities associated with implementation of the 2012 General Plan could result in emissions greater than the standards identified by the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan. However, the 2012 General Plan mitigating policies and action steps ensure the impact will be less than significant. **Therefore, these impacts are considered to be less than significant.**

Impact 4.2.2 Project-related construction and development over the planning horizon of the 2012 General Plan, including vegetation removal, excavation, grading, paving, operation of vehicles, painting, and other construction activities, could increase the potential for air pollutants. **Therefore, this is considered a potentially significant impact, and after application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

Impact 4.2.3 Negative air quality impacts associated with long-term emissions from projected growth over the planning horizon of the 2012 General Plan could result in a violation of an air quality standard or in a substantial contribution to an existing or projected air quality violation. **Therefore, this is considered a potentially significant impact, and after application of Placer County Air Pollution Control District (PCAPCD), State and Federal Rule Based Requirements, as well as applicable air quality mitigation measures and General Plan policies, the impact was determined to be significant and unavoidable.**

Impact 4.2.4 Implementation of the 2012 General Plan would increase traffic volumes that could potentially increase concentrations of carbon monoxide (CO) along streets and near intersections. This increase could cause or contribute to local CO concentrations exceeding 20 ppm over a 1-hour averaging period or 9 ppm over an 8-hour averaging period. However, air quality modeling and analysis show that increases in CO concentrations resulting from the proposed project will not exceed these thresholds. **Therefore, this impact is considered less than significant.**

Impact 4.2.5 Development of the land uses in the 2012 General Plan could include sources of toxic air contaminants which may impact surrounding land uses, or conversely, place sensitive land uses near existing sources of toxic air contaminants. Therefore, implementation of the General Plan could expose sensitive receptors to toxic air contaminants. **This is considered a potentially significant impact, and after application of application of applicable General Plan policies and mitigation in the form of a new General Plan policy, the impact was determined to be significant and unavoidable.**

Impact 4.2.6 Subsequent land use activities associated with implementation of the 2012 General Plan could include sources that create objectionable odors affecting a substantial number of people. **This is**

considered to be a potentially significant impact, and after continued implementation of PCAPCD Rule 205 and applicable General Plan policies, the impact was determined to be significant and unavoidable.

Impact 4.2.7 Implementation of the 2012 General Plan, along with potential development of the surrounding region, would exacerbate existing regional problems with ozone and particulate matter. **This is considered a cumulatively considerable impact and after application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

AIR QUALITY IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

The City's land use authority in planning, zoning, and permitting is an effective tool to minimize air pollutant emissions and associated health risks. The changes in existing land use designations as a result of the adopted 2021-2029 Housing Element has the potential to conflict with the local air district's air quality attainment plans. For instance, if subsequent land use activities associated with implementation of the 2021-2029 Housing Element result in the increase of stationary or mobile pollutant emissions above those analyzed in the local air quality attainment plan, the 2021-2029 Housing Element may be in conflict with the attainment plan and result in an environmental impact according to CEQA standards of significance.

Generally, an increase in the amount of acreage or density for residential land use designations results in the increase of the potential population of a jurisdiction. Based on the projected growth trends, the Rocklin population is expected to reach buildout of 76,136 by the year 2030 with 29,283 housing units.

According to Tables 7-1 and 7-15 of the 2021-2029 Housing Element, Rocklin has a 2020 population of 70,350 with a total estimated 26,342 housing units or 5,786 persons and 2,941 housing units, respectively, below the projected 2030 estimates evaluated in the 2012 GP EIR.

As part of this Program 10 – Alternative Sites Project, the sites that would undergo General Plan Amendments and rezones to increase the density could potentially accommodate 2,763 additional housing units during the eight-year planning period. Based upon the California Department of Finance (DOF) estimate of 2.8 persons per household in the City, the 2,763 housing units would equate to a population increase of 7,616 additional residents resulting in an estimated population of 77,966 persons or 1,830 persons more than the 2012 GP EIR estimated at buildout.

Infill development of 2,763 additional residential units resulting in 1,830 persons over the 2021-2029 Housing Element eight-year planning period does not represent a significant increase of stationary or mobile pollutant emissions above those analyzed in the local air quality attainment plan considering that all of the project sites constitute infill development (revitalizing existing urban areas by building on vacant or underutilized land) and are not considered greenfield development (constructing new buildings on undeveloped land, typically on the outskirts of cities), have access to existing utilities, and are reasonably located in close proximity to key community amenities including the library, healthcare services, retail commercial establishments, parks and schools.

The proposed land use and zoning changes, which would accommodate 2,763 new or additional housing units, the population growth of 7,616 additional residents would be within the anticipated population buildout of 76,136 persons. Accordingly, subsequent development associated with implementation of the Program 10 Alternative Sites Project would not result in emissions greater than those projected in the 2012 GP EIR.

Moreover, negative air quality impacts associated with long-term emissions from projected growth over the planning horizon of the Program 10 - Alternative Sites Project would not result in a violation of an air quality standard or in a substantial contribution to an existing or projected air quality violation beyond those projected in the 2012 GP EIR.

Due to the temporary nature of construction-related impacts and because projects must be in compliance with General Plan Policy OCR-58 as implemented through the mitigations stated in the City's "Mitigation for Air Quality Impacts" form, as well as PCAPCD, state, and federal rules and regulations, these impacts will not result in a violation of an air quality standard or in a substantial contribution to an existing or projected air quality violation beyond those projected in the 2012 GP EIR.

The Air Quality Impacts associated with the revised Program 10 Alternative Sites Project with General Plan and Rezones would not result in new significant air quality impacts greater than those identified in the 2012 EIR. Although, the Program 10 Alternative Sites Project would increase the residential density of development for identified properties, these properties are and were slated for urban development consisting of residential, mixed use, commercial or industrial uses and were evaluated as such in the 2012 GP EIR.

Moreover, the following 2012 General Plan policies will be implemented on a project specific basis to assist in avoiding or minimizing air quality impacts within the Planning Area: LU-13, LU-21, LU-23, LU-26, LU-33, LU-35, LU-39, OCR-27, OCR-28, OCR-58, OCR-59, C-2, C-3, C-4, C-5, C-50, C-51, C-52, C-53, C-54, C-55, C-56, C-57, C-58, C-59, and C-60. These General Plan policies relate to reviewing proposals for new residential development for compatibility with the character and scale of nearby neighborhoods, maintaining development standards that encourage residential development on infill parcels, allowing a variety of compatible commercial, service and residential uses that will contribute to an active pedestrian environment, maximizing internal vehicular, pedestrian and bicycle connections between adjacent commercial developments, establishing Class I bikeways where feasible along public roadways when roadways are adjacent to open space and parkland, requiring development projects to incorporate stationary and mobile source control measures recommended by the Placer County Air Pollution Control District and approved by the City for protection of air quality during construction and subsequent operations, continuing to consult with the Placer County Air Pollution Control District in the development of stationary and mobile source control measures affecting the City of Rocklin, promoting the use of Neighborhood Electric Vehicles (NEV) by providing accommodations (i.e., lane striping and signage) to facilitate the use of these vehicles where feasible within existing and planned rights-of-way, promoting the

use of non-motorized transportation by providing a system of bicycle routes and pedestrian ways, coordinating with public transit providers to meet residents' needs, work with transit providers to plan, fund and implement additional transit services that are cost-effective and responsive to existing and future transit demand, and promoting the use of public transit through development conditions such as requiring park-and-ride lots, bus turnouts and passenger shelters along major streets, requiring landscaping and tree planting along railroad right-of-way and along existing streets as appropriate, and improving bicyclist and pedestrian safety through such methods as signage, lighting, traffic controls, and crosswalks.

In addition, Mitigation Measures MM 4.2.1 of the 2012 GP EIR, a newly created policy, would be applied to projects on a project-by-project basis:

- Reduce the exposure of sensitive receptors to potential health risks from toxic air contaminants (TACs).

- Residential development projects and projects categorized as sensitive receptors shall be located an adequate distance from existing and potential sources of toxic air contaminant (TAC) emissions such as freeways, major arterials, industrial sites, and hazardous material locations. "Adequate distance" will be based on site-specific conditions, the type and location of sensitive receptors, the types and amounts of potential TAC emissions, mitigation measures that reduce potential health risks from TAC emissions, and other factors.

- The City shall require new air pollution point sources (such as, but not limited to, industrial, manufacturing, and processing facilities) to be located an adequate distance from residential areas and other sensitive receptors. "Adequate distance" will be based on site-specific conditions, the type and location of sensitive receptors, the types and amounts of potential TAC emissions, mitigation measures that reduce potential health risks from TAC emissions, and other factors.

Site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will help to ensure that air quality impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 Alternative Sites Project would not result in new or substantially more severe significant air quality impacts than what was evaluated in the 2012 GP EIR.

2.1.3 BIOLOGICAL RESOURCES

BIOLOGICAL RESOURCE IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 General Plan Biological Resources section provided information on biological resources in the City of Rocklin General Plan Planning Area and described local habitats and on-site vegetation communities, including wetlands and other potential jurisdictional "waters of the United States." Key issues include special-status species, species of concern, non-listed species, biological communities, and migratory wildlife corridors. The following biological resource impacts were identified.

Impacts 4.10.1 and 4.10.2 Implementation of the 2012 General Plan could have a substantial adverse effect, either directly or through habitat modifications, on species identified as candidate, sensitive, or special-status species in local or regional plans, policies or regulations, or by the CDFG and USFWS. **This would be a potentially significant impact, and after application of mitigation in the form of two new General Plan action steps, the impact was determined to be less than significant.**

Impact 4.10.3 Implementation of the 2012 General Plan could have a substantial adverse impact on riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the CDFG or USFWS due to disturbance, degradation, and removal of sensitive biological communities. Implementation of the 2012 General Plan could also have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal) through direct removal, filling, hydrological interruption, or other means. **This would be a significant impact, and after application of applicable General Plan policies and application of mitigation in the form of two new General Plan action steps, the impact was determined to be significant and unavoidable.**

Impact 4.10.4 Implementation of the 2012 General Plan could interfere substantially with the movement of native resident or migratory fish or wildlife species. However, remaining development under the proposed project would not substantially convert major remaining undisturbed open space and riparian areas that could serve as migratory corridors, and the 2012 General Plan Land Use Diagram provides several movement corridors designated as open space along waterways in the city that connect with land areas outside of Rocklin. **Therefore, this would be a less than significant impact.**

Impact 4.10.5 Implementation of the 2012 General Plan could conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance as a result of the removal of native oak trees, including heritage trees and other mature, healthy oak trees. **This impact can be partially mitigated through the application of General Plan policies that require preservation of trees proposed for removal, the relocation or replanting of removed trees, and contributions to the City's Oak Tree Preservation Fund, but would be significant and unavoidable because the removed trees would not be immediately replaced with mature oak trees.**

Impact 4.10.6 Implementation of the 2012 General Plan could conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance as a result of the removal of areas of oak woodland habitat. This impact can be partially mitigated through the application of General Plan policies requiring the preservation, creation, and restoration of the city's urban forest and oak

woodlands that would take place over time as part of the City's mitigation strategy, **but would be significant and unavoidable because the mitigation strategy allows for the replanting of trees (either directly or through payments to the City) that will take many years to become as mature as many of the oak trees that will be removed, and the mitigation strategy may not necessarily result in the re-creation of areas of oak woodland habitat.**

Impact 4.10.7 The 2012 General Plan, in combination with other reasonably foreseeable projects, could have a substantial adverse effect, either directly or through habitat modifications, on species identified as candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the CDFW or USFWS. The proposed project, in combination with other reasonably foreseeable projects, could also have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal) through direct removal, filling, hydrological interruption, or other means. The proposed project, in combination with other reasonably foreseeable projects, could also interfere substantially with the movement of native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Further, the proposed project, in combination with other reasonably foreseeable projects, could reduce the number or restrict the range of an endangered, rare, or threatened plant or animal species or biotic community, thereby causing the species or community to drop below self-sustaining levels. **This is considered a cumulatively considerable impact and after application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

BIOLOGICAL IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

The Program 10 - Alternative Sites Project increases the density of residential sites previously evaluated for some type of urban development (e.g., residential, mixed use, commercial or industrial). Such residential land use changes would not result in an increase in biological impacts beyond the scope of the 2012 GP EIR considering that all of the parcels to be developed with Program 10 were slated for commercial, industrial, mixed use, or residential uses in the 2012 GP EIR and Program 10 does not increase the overall development area that was analyzed in the 2012 GP EIR. The Program 10 - Alternative Sites Project is within the same boundaries of the project sites previously evaluated in the 2012 GP EIR and thus would not result in impacts to riparian habitat, wetland, or migratory species that have not already been evaluated in the prior 2012 GP EIR. Further, project-specific measures outlined in the 2012 GP EIR will be required, including mitigation for loss of wildlife and plant habitat.

Additionally, the following General Plan policies will be implemented on a project specific basis to assist in avoiding or minimizing impacts to special-status species: OCR-5, OCR-39, OCR-40 and OCR-41. These General Plan policies relating to utilizing the California Environmental Quality Act (CEQA) as the primary regulatory tool for identifying and mitigating impacts to open space and natural resources, requiring the protection of wetlands, vernal pools, and rare, threatened and endangered species of both plants and animals through either avoidance of these resources, or implementation of appropriate mitigation measures, requiring compliance with the State and Federal Endangered Species Acts and the Clean Water

Act as conditions of development project approval and recognizing that onsite protection of natural resources may not always be feasible and that offsite methods, such as use of mitigation banks, may be used.

Site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that biological resource impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe significant biological resource impacts than what was evaluated in the 2012 GP EIR.

2.1.4 CULTURAL RESOURCES

CULTURAL RESOURCE IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 GP EIR Cultural Resources section considered the potential for historical, cultural, and paleontological resources within the Planning Area. The Cultural Resources section also evaluated the potential for development within the Planning Area to impact such resources. The following potential impacts to cultural resources were identified:

Impact 4.8.1 Subsequent development activities under the 2012 General Plan could potentially cause a direct substantial adverse change in the significance of an archaeological or historical resource or structure. However, the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

Impact 4.8.2 Subsequent development activities under the 2012 General Plan could result in the potential disturbance of cultural resources such as prehistoric archaeological sites, historical archaeological sites, and isolated artifacts and features. Human remains could also be impacted. However, the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this would be a less than significant impact.**

Impact 4.8.3 Subsequent development activities under the 2012 General Plan could result in the direct or indirect destruction of unique paleontological resources (i.e., fossils and fossil formations) within the Planning Area. However, the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this would be a less than significant impact.**

Impact 4.8.4 Implementation of the 2012 General Plan, in addition to existing, approved, proposed, and reasonably foreseeable development in the region, could result in cumulative impacts to cultural

resources, including human remains, in the region. However, the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **This is considered a cumulatively considerable impact and after application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

Impact 4.8.5 Implementation of the proposed project, in addition to existing, approved, proposed, and reasonably foreseeable development in the region, could result in cumulative impacts to historic character in the region. The 2012 General Plan mitigating policies and their associated action steps would reduce the severity of impacts to historic character. However, the policies would not completely mitigate this impact. **This is considered a cumulatively considerable impact and after application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

Impact 4.8.6 Implementation of the proposed project, in addition to existing, approved, proposed, and reasonably foreseeable development in the region, could result in cumulative impacts to paleontological resources, including unique geological features, in the region. However, the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **This is considered a cumulatively considerable impact and after application of applicable General Plan policies, the impact was determined to be less than cumulatively considerable.**

CULTURAL RESOURCE IMPACTS WITH PROGRAM 10 –ALTERNATIVE SITES FOR HOUSING/REZONE.

Consultation in accordance with Senate Bill (SB) 18 occurred in 2011 with the preparation of the Draft EIR. SB 18 (Burton, Chapter 905, Statues of 2004) requires city and county governments to consult with California Native American tribes early in the planning process with the intent of protecting traditional tribal cultural places. The purpose of involving tribes at the earliest stage of planning efforts is to allow consideration of tribal cultural places in the context of broad local land use policy before project-level land use decisions are made by a local government.

As such, SB 18 applies to the adoption or substantial amendment of general or specific plans. The process by which consultation must occur in these cases was published by the Governor's Office of Planning and Research through its Tribal Consultation Guidelines: Supplement to General Plan Guidelines: Supplement to General Plan Guidelines (Governor's Office of Planning and Research 2005). The Program 10 Implementation Project – Alternative Sites requires an amendment of the City's General Plan; however, while these lands have already undergone consultation in accordance with SB 18, the City has re-initiated the SB-18 consultation process and is coordinating those efforts with appropriate tribal organizations

Assembly Bill (AB) 52 (Chapter 532, Statutes of 2014) established a formal consultation process for California Native American tribes as part of CEQA and equates significant impacts on tribal cultural resources with significant environmental impacts (Public Resources Code Section 21084.2 AB 52 consultation requirements went into effect on July 1, 2015 for all projects that had not already published a Notice of Intent to Adopt a Negative Declaration or Mitigation Negative Declaration or published a Notice of Preparation of an Environmental Impact Report prior to that date (Section 11(c)). Specifically, AB 52

requires that "prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, the lead agency shall begin consultation (21808.3.1 (a)), and that "the lead agency may certify an environmental impact report or adopt a mitigated negative declaration for a project within a significant impact on an identified tribal cultural resource only if "consultation is formally concluded (21082.3 (d)). However, in the case of the current Program 10 Implementation Project, the lead agency has prepared this Addendum to the City's previously certified 2012 GP EIR, in accordance with Section 15164 of the CEQA Guidelines. An Addendum was determined to be the most appropriate environmental document considering none of the conditions described in Section 15162, calling for preparation of a subsequent of supplemental EIR, have occurred. This Addendum addresses minor technical changes or additions and confirms that the Project 10 Implementation Project is consistent with the previous environmental analysis conducted under the 2012 GP EIR. Accordingly, AB 52 procedures specified in PRC Sections 21080.3.1 and 21080.3.2 do not apply and no tribal consultation in accordance with AB 52 is warranted at this time.

None of the sites identified for General Plan Amendments and Rezones are on a site with a designated Historic Resource, nor are any directly adjacent to such a site. Although, known historic sites are located thought the City, future development would be evaluated for compliance with the City's General Plan and Municipal Code, which contain policies that intend to protect historical resources and other applicable state and local regulations. Although, the development assumed on each parcel in the 2012 GP EIR may have changed with the 2021-2029 Housing Element, those land use changes would not substantially change the impacts to historical resources as analyzed in the 2012 GP EIR. All properties evaluated in the 2012 GP EIR are slated for commercial, mixed use, industrial or residential development. Accordingly, increasing the residential density as proposed with Program 10 would not impact properties that were not otherwise evaluated.

Development sites identified in the 2021-2029 Housing Element will occur in identified vacant and underutilized sites. Underutilized sites already contain existing development improvements; therefore, housing development would be located in areas with previously disturbed soils, which will minimize the potential for new impacts to archaeological resources.

Implementation of 2012 General Plan Policies LU-38, LU-41, LU-52, LU-54, OCR-62, OCR-63, OCR-64, and OCR-65 (as described above under Impacts 4.8.1 and 4.8.2) would mitigate the General Plan contribution to cumulative impacts to cultural resources (including prehistoric sites, historic sites, and isolated artifacts and features) and human remains to less than cumulatively considerable.

Although Program 10 Implementation includes General Plan Amendments and Rezones thereby modifying the land uses with increased residential densities, such changes would not result in increased impacts to historic resources, prehistoric resources or human remains beyond those analyzed in the 2012 GP EIR.

Site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that cultural resource impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe significant cultural resource impacts than what was evaluated in the 2012 GP EIR.

2.1.5 ENERGY

ENERGY IMPACTS IN 2012 GENERAL PLAN EIR

Evaluation of potential electricity, natural gas, or telecommunication impacts was based on information from the California Energy Commission, the California Public Utilities Commission, and consultation with the service providers. Given that development would be required to meet California Building Energy Efficiency Standards (Title 24), the 2012 General Plan buildout is not expected to result in inefficient, wasteful, and unnecessary consumption of energy. The following potential impacts to energy were identified:

Impact 4.13.3.1 Implementation of the 2012 General Plan would require additional electrical services, which could result in the need for new systems or supplies or a substantial expansion or alteration to electrical systems that result in a physical impact on the environment or would result in inefficient, wasteful and unnecessary consumption of energy. However, the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **This impact is considered less than significant.**

Impact 4.13.3.2 Development that would occur in association with the 2012 General Plan would be required to meet California Building Energy Efficiency Standards (Title 24). As a result, the proposed project would not result in inefficient, wasteful, and unnecessary consumption of energy. **This impact is considered less than significant.**

Impact 4.13.3.3 Implementation of the 2012 General Plan, along with other existing, planned, proposed, approved, and reasonably foreseeable development, would contribute to the cumulative demand for electrical, natural gas, and telecommunications services, which could result in the need for new systems of supplies or a substantial expansion or alteration to electrical, natural gas, or telecommunications systems that result in a physical impact on the environment or would result in inefficient, wasteful, and unnecessary consumption of energy. However, the proposed Rocklin General Plan mitigating policies and their associated action steps, and the requirement that subsequent development under the General Plan comply with energy efficiency standards in Title 24 of the California Code, ensure that the impact will be less than significant. **Therefore, this is considered a less than cumulatively considerable impact.**

Implementation of the 2012 General Plan policies would ensure that the provision and expansion of electrical, natural gas, and telecommunications services and infrastructure to serve development consistent with the General Plan would be adequately planned and that environmental impacts would be minimized. In addition, future specific utility-related projects would require a CEQA analysis and would be reviewed for project-level environmental impacts. **Therefore, the proposed project's contributions to the continued provision of electrical, natural gas, and telecommunications services and infrastructure in the cumulative setting would be considered less than cumulatively considerable.**

ENERGY IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

Energy thresholds were added to the 2019 CEQA Guidelines. Because the 2012 GP EIR was prepared prior to energy being added to the CEQA Guidelines, it does not specially address energy impacts per Appendix G. As noted, an addendum to an EIR need not include environmental analysis relating to the guidelines or threshold where potential environmental impact at issue in the new guideline or threshold was known or could have been known at the time the EIR was certified. Nonetheless, the City evaluated energy of potential electricity, natural gas, or telecommunication impacts resulting from the 2012 General Plan buildout.

The land use amendments and rezones proposed with Program 10 - Alternative Sites Project could require additional amounts of electricity and natural gas beyond what was analyzed in the 2012 GP EIR because of increased densities, however such additional amounts are not anticipated to result in any new impacts, or in the increase of a severity of previously identified impacts because the overall development area is not increasing beyond what was analyzed in the 2012 GP EIR . Energy used for construction would primarily consist of fuels in the form of diesel and gasoline. Fuel consumed by construction equipment would be the primary energy resource expended over the course of construction and would include the transportation of construction materials and construction worker commutes. Heavy duty construction equipment associated with construction activities, haul trucks involved in the removal of construction and demolition materials, and smaller support equipment (such as lighting, air compressors, and pumps) would consume petroleum-based fuel. Construction workers would travel to and from the project sites throughout the duration of construction, presumably in gasoline-powered vehicles. Increasing the density of infill residential projects would not result in a significant increase in energy usage during construction.

Updates to the 2022 California Building Codes and Standards greatly expand solar and battery storage requirements for new construction. Since 2020, the state has required newly constructed single-and multi-family homes that are up to three stories high to install solar systems that need to be large enough to meet the annual electricity usage of the building. Any new projects to be developed in accordance with the 2021-2029 Housing Element are required to comply with the 2022 California Building Code and Standards and any subsequent updates, which avoid conflicts with adopted state plan energy efficiency and avoid wasteful and inefficient energy use.

Additionally, the 2012 General Plan policies will be implemented on a project specific basis to assist in avoiding or minimizing impacts associated with demand for additional electrical, natural gas, and telecommunications services: PF-33, PF-35, PF-37, PF-38, PF-39, PF-40, OCR-8, and OCR-56. These General Plan policies relating to requiring undergrounding of utility lines in new development, minimizing the need to trench City streets by requiring the installation of telecommunications conduit in new development and major street reconstruction projects, ensuring that the City is properly compensated by utility and telecommunications companies for the use of City rights-of-way, coordinating roadway maintenance and construction projects with utility companies and private developers to minimize pavement cuts in new or resurfaced streets, informing utility companies when major new developments and new street projects will occur so that planning for utility extensions can be coordinated, coordinating with public and private utility providers to ensure that their facility and service plans meet City needs, encouraging public utility

companies and agencies to consult with the City prior to undertaking projects that may affect open space and natural resource areas to minimize impacts to these areas, and encouraging energy conservation in new developments.

Similarly, operational impacts would use energy primarily in the form of natural gas and electricity. Increasing the residential density for infill sites identified would not result in a new or significant increase in energy usage during operation than what was analyzed in the 2012 GP EIR as all lands previously evaluated where slated for some type of urban development (e.g., residential, mixed use, commercial, or industrial).

As noted, the site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that energy impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe significant energy impacts than what was evaluated in the 2012 GP EIR.

2.1.6 GEOLOGY/SOILS

GEOLOGY/SOILS IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 GP EIR Geology/Soils section describes the geology, soils, mineral resources, seismicity, and seismic hazards of the Planning Area. Key issues include seismic hazards such as ground-shaking and liquefaction, erosion, soil stability, and wastewater conflicts. In addition, potential impacts to residents resulting from geologic and seismic hazards are also addressed. The following potential impacts to geology and soils were identified:

Impact 4.6.1 Subsequent land use activities associated with implementation of the 2012 General Plan may result in the placement of structures and development in areas of seismic sensitivity, which would expose people or structures to potential substantial adverse effects related to seismic hazards. However, current California Building Code (CBC) requirements and the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is considered a less than significant impact.**

Impact 4.6.2 Implementation of the 2012 General Plan could result in substantial soil erosion or the loss of topsoil as a result of construction and site preparation activities. However, existing City development standards in the Municipal Code and the 2012 General Plan mitigating policies and their associated action

steps ensure the impact will be less than significant**. Therefore, this is considered to be a less than significant impact.**

Impact 4.6.3 Implementation of the 2012 General Plan may allow for development on a geologic unit or soil that is unstable, or that would become unstable and potentially result in on- or off-site landslides, lateral spreading, liquefaction, or collapse. Development may be located on expansive soil, creating substantial risks to life and property. However, current City standards in the Municipal Code and the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is considered a less than significant impact.**

Impact 4.6.4 Subsequent land use activities associated with implementation of the 2012 General Plan may allow for development in areas where sewers are not available for the disposal of wastewater or where soils are incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems. However, compliance with the Placer County Environmental Health Services Department's requirements for the approval and installation of septic systems would ensure that impacts related to soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems within the Planning Area are mitigated to less than significant. **Therefore, this is considered a less than significant impact.**

Impact 4.6.5 Subsequent land use activities associated with implementation of the proposed project, in combination with existing, approved, proposed, and reasonably foreseeable development in the City of Rocklin and adjacent areas, may result in the exposure of people or structures to potential substantial adverse effects related to cumulative seismic hazards. However, current CBC requirements and the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is considered a less than cumulatively considerable impact.**

Impact 4.6.6 Implementation of the proposed project may result in substantial construction and site preparation activities, which could result in substantial soil erosion or the loss of topsoil. However, existing development standards in the Municipal Code and the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is considered to be a less than cumulatively considerable impact.**

GEOLOGY AND SOILS IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

As noted in the 2012 GP EIR, there are no active faults in the City. Therefore, residential development associated with the Program 10 - Alternative Sites for Housing /Rezone Project would not cause substantial adverse effects involving rupture of a known fault. Likewise, the project is not located in an area known for susceptible to strong seismic ground shaking, as there are not active faults in the vicinity of Rocklin and liquefaction, as there are not potentially liquefiable soils known to occur in the City. Residential development is required to comply with the California Building Code, which includes design standards and requirements to minimize the effects of ground shaking and liquefaction. Given the relatively flat topography, the City is not within a known landslide zone and development would be located in generally

flat areas where landslides would be unlikely to occur. The General Plan and Zoning changes of the Program 10 - Alternative Sites for Housing /Rezone Project would not result in greater impacts associated with fault rupture, ground shaking, liquefaction, and landslides than impacts determined in the 2012 GP EIR.

Similar to development analyzed in the 2012 GP EIR, the Program 10 - Alternative Sites for Housing /Rezone Project development is required to comply with federal, state and local regulations and ordinances that are intended to minimize erosion and topsoil loss during construction, including but not limited to compliance with the National Pollutant Discharge Elimination System General Permit for stormwater discharges related to construction and land disturbance activities. Compliance with applicable regulations and standards minimize Program 10 - Alternative Sites for Housing/ /Rezone Project impacts to soil erosion and the loss of topsoil and those impacts are not greater than those evaluated in the 2012 GP EIR.

Additionally, the General Plan policies that would be implemented on a project basis assist in avoiding or minimizing impacts associated with seismic hazards and soil and geotechnical stability: S-1, S-20, S-21, OCR-49, OCR-50 and OCR-51. These General Plan policies relating to requiring the analysis and mitigation of soil and geotechnical stability issues through compliance with the City's Building Code as well as implementation of measures from geotechnical analyses, requiring adherence to the CBC and require a geotechnical investigation prior to site development, requiring engineering analysis of new development proposals in areas with possible soil instability, flooding, earthquake faults, or other hazards, and to prohibiting development that cannot mitigate the applicable hazard, providing for seismic safety and structural integrity in residential, commercial, industrial and public facilities through Building Code enforcement, requiring site-specific geotechnical studies of development proposals in areas subject to landslide potential, erosion, and/or slope instability, minimizing the degradation of water quality through use of erosion control plans and Best Management Practices, maintaining a grading ordinance that minimizes erosion and siltation of creeks and other watercourses and evaluating development along stream channels to ensure that it does not create any of the following effects in a significant manner.

Site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that geology and soils impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe significant geology and soils impacts than what was evaluated in the 2012 GP EIR.

2.1.7 GREENHOUSE GAS EMISSIONS

GREENHOUSE GAS EMISSION IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 General Plan Greenhouse Gas (GHG) Emissions section of the EIR provides a discussion of the General Plan's effect on greenhouse gas emissions and the associated effects of climate change. The California Environmental Quality Act (CEQA) requires that lead agencies consider the reasonably foreseeable adverse environmental effects of projects they are considering for approval.

The methodology used in the EIR analyzed the implementation of the 2012 General Plan's potential effect on global warming including a calculation of GHG emissions. Absent an adopted regulatory threshold or other regulatory guidance, the City has determined that the proposed project's potential for creating an impact on global climate change should be based on a comparative analysis of the General Plan against AB 32 targets in the year 2020 and progress toward Executive Order S-3-05 targets in the year 2030. In order for California to meet the goals of AB 32 and Executive Order S-3-05, emissions will need to be reduced by 15 percent below current (2005–2008) levels by 2020 and 42 percent by 2030. The City of Rocklin would also need to achieve the same GHG targets in order to be consistent with AB 32.

Although the EIR evaluated GHG emissions, at the time, no tools were available to evaluate the significance of a single project's contribution to global climate change resulting from GHG emissions. That is, no quantitative emission thresholds or similar criteria had been established and formally adopted to evaluate whether a single project's contribution to the cumulative global climate change impact would be considerable. The following potential impacts to GHG were identified:

Impact 4.15.1 Implementation of the 2012 General Plan would implement policies and activities as well as continue the implementation of existing City programs that would complement and be consistent with the early emission reduction strategies contained in the AB 32 Scoping Plan Report to the Governor and Executive Order S-3-05, as well as the recommendations from the Office of Planning and Research (OPR). Therefore, a conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases is not anticipated. **This impact is considered to be less than cumulatively considerable.**

Impact 4.15.2 Future development under the 2012 General Plan could be exposed to environmental effects associated with climate change. **This impact is considered to be less than cumulatively considerable.**

Impact 4.15.3 Implementation of the 2012 General Plan and the associated future development would generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. **This impact is considered to be a cumulatively considerable and significant and unavoidable impact.**

GREEN HOUSE GAS IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

As noted, the Program 10 sites would undergo General Plan Amendments and Rezones resulting in different land uses and development intensities than what was analyzed in the 2012 GP EIR. However, as

noted in the Air Quality Section, the sites that would undergo General Plan Amendments and Rezones increasing the density could potentially accommodate 2,763 additional housing units during the eight-year planning period. Based upon the California Department of Finance (DOF) estimate of 2.8 persons per household in the City, the 2,763 housing units would equate to a population increase of 7,616 additional residents resulting in an estimated population of 77,966 persons or 1,830 persons more than the 2012 GP EIR estimated at buildout.

Infill development of 2,763 additional residential units resulting in 1,830 persons over the 2021-2029 Housing Element eight-year planning period does not represent a significant increase of stationary or mobile pollutant emissions above those analyzed in the local air quality attainment plan considering that all of the project sites constitute infill development (revitalizing existing urban are by building on vacant or underutilized land) and are not considered greenfield development (constructing new buildings on undeveloped land, typically on the outskirts of cities), have access to existing utilities and are reasonably located near key community amenities such as the library, healthcare services, retail commercial establishments, parks and schools. To this end, VMT is anticipated to be significantly reduced from what was evaluated in the 2012 GP EIR. Accordingly, GHG emissions are anticipated to likewise be reduced from the conclusions in the 2012 GP EIR.

Implementation of the Program 10 - Alternative Sites Project would cumulatively contribute to increases in GHG emissions. GHG emissions attributable to future development would be primary associated with increases of CO_2 and, to a lesser extent, other GHG pollutants, such as methane (CH4) and nitrous oxide (N2O) associated with area sources, mobile sources or vehicles, utilities (electricity and natural gas), water usage, wastewater generation, and the generation of solid waste. The primary source of GHG emissions for the project would be mobile source emissions.

GHG emissions were addressed in the 2012 EIR and therefore, potential impacts related to GHG emissions do not constitute “new information” as defined by CEQA, as GHG emissions were known as potential environmental impacts. As noted, the EIR determined that long-term operation of the project would generate GHG emissions from area and mobile sources, and indirectly from stationary sources associated with energy consumptions. GHG emissions generated by the project would primarily consist of carbon dioxide (CO_2), and mobile sources consisting of vehicle trips would be the primary source of GHG emissions. Therefore, although quantitative thresholds were not available for use, the project’s contribution as a percentage of state or global emissions was determined to be minor and Vehicles Miles Traveled (VMT) is significantly reduced with Program 10 infill residential development for low, moderate and above moderate households than what was formally evaluated in the 2012 GP EIR.

As indicated in the Transportation and Circulation Section, the 2012 GP EIR VMT was projected to increase by approximately 130 percent from an existing 1,092,000 VMT to a buildout VMT of 2,498,000, while the city’s population is projected to increase by 41 percent. This seemingly disproportionate relationship is primarily a result of the limited areas for new residential growth versus nonresidential development. As

noted, from existing conditions to buildout, residential units are projected to increase from 20,682 to 29,283 units for an increase of 42 percent. Retail, office, and industrial space (land primarily devoted to employment) is projected to increase from an existing approximately 7.2 million square feet to a buildout of over 21.0 million square feet, for an increase of 192 percent. This suggests that the growth in VMT is generally proportionate with the combined growth of population and employment. The additional infill of properties designated for higher density housing providing housing opportunities for low- and moderate-income households in reasonable proximity to shopping, schools, medical services, and jobs will significantly reduce VMT and thus GHG as evaluated in the 2012 GP EIR.

Additionally, the project would implement the City of Rocklin's GHG emission reduction strategies to further reduce emissions. However, it was determined that buildout of the 2012 General Plan would result in the generation of GHG emissions which are cumulatively considerable and significant and unavoidable, and a Statement of Overriding Considerations was adopted.

However, it should be noted that the following project components and California Green Building Code requirements apply to the Program 10 – Alternative Sites projects, including but not limited to the following:

- Residential projects with an aggregate landscape area equal to or greater than 500 square feet shall comply with either a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent.
- Toilets and showers shall be low flow.
- Construction waste management forms shall be completed including recycling and/ or reuse of a minimum of 65 percent of nonhazardous construction and demolition waste.
- All exterior lighting shall be high-efficacy and be controlled by a manual on/off switch.
- All high efficacy light fixtures shall be certified as "high efficacy" light fixtures by the California Energy Commission.
- Each of the residential buildings shall be constructed in accordance with Title 24 Energy Standards.
- Solar shall be required for multiple family building permit applications less than 3 stories.
- All new woodburning devices shall be EPA-certified to the latest standards.
- As infill residential projects, in proximity to services, reduced Vehicle Miles Traveled (VMT) will result than otherwise would have occurred. The above CA Green Building Code requirements coupled with the analysis in the air quality section, assure that greenhouse gas impacts remain less than significant.

Program 10 - Alternative Sites Project has the potential to result in significant impacts relating to GHG hazards requiring special construction methods. However, all mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects as applicable.

Additionally, the following General Plan policies to be implemented on a project basis would reduce the proposed project's contribution to cumulative impacts associated with greenhouse gas emissions: LU-3, LU-11, LU-13, LU-25, LU-31, LU-39, LU-56, LU-43, C-2, C-3, C-4, C-5, C-6, C-50, C-51, C-53, C-54, C-55, C-56, C-57, C-58, C-59 and C-60. These General Plan policies relate to encouraging infill residential development that is in keeping with the character and scale of the surrounding neighborhood, reviewing proposals for new residential development for compatibility with the character and scale of nearby neighborhoods, while providing a variety of densities and housing types as reflected by the zoning and land use designation of the infill property, coordinating land use and transportation planning to support transit services, promoting the use of Neighborhood Electric Vehicles (NEV) by providing accommodations (i.e., lane striping and signage) to facilitate the use of these vehicles where feasible within existing and planned rights-of-way, promoting the use of non-motorized transportation by providing a system of bicycle routes and pedestrian ways, coordinating with public transit providers to meet residents' needs, promoting the use of public transit through development conditions such as requiring park-and-ride lots, bus turnouts and passenger shelters along major streets, supporting the expansion of intercity rail passenger services, such as the Capitol Corridor, and implementation of regional rail passenger services, requiring Class II bike lanes in the design and construction of major new streets and establishing bike lanes on those City streets wide enough to accommodate bicycles safely, improving bicyclist and pedestrian safety through such methods as signage, lighting, traffic controls, and crosswalks, promoting pedestrian convenience and recreational opportunities through development conditions requiring sidewalks, walking paths, or hiking trails, and connecting various land uses including residential areas, commercial areas, schools, parks, employment centers and open space.

As noted, the site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that GHG impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10– Alternative Sites Project would not result in new or substantially more significant GHG impacts than what was evaluated in the 2012 GP EIR.

2.1.8 HAZARDS AND HAZARDOUS MATERIALS

HAZARDS AND HAZARDOUS MATERIALS IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 General Plan EIR Hazardous and Hazardous Materials section discussed safety hazards in the City of Rocklin. The section defines hazardous materials, identifies existing hazardous materials sites, and examines the potential for both natural and man-made hazards to occur within the Planning Area. Key issues include wildland fire hazards, airport hazards, transportation, use and disposal of hazardous

materials, and emergency response and evacuation plans. General Plan policies and mitigation measures that would serve to reduce impacts are also identified. The following potential impacts to hazards and hazardous materials were identified.

Impact 4.7.1 Implementation of the 2012 General Plan could expose people or structures to significant risk of loss, injury, or death involving wildland fires associated with residential development in the wildland-urban interface. However, existing development standards in the Municipal Code and the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is considered to be a less than significant impact.**

Impact 4.7.2 Implementation of the 2012 General Plan could result in safety hazards associated with operations at public airports and private airstrips adjacent to areas proposed for development. The Rocklin Planning Area is not located within the boundaries of an airport land use plan, nor is it located within 2 miles of a public airport, public use airport, or private airport or airstrip. **Therefore, this impact is considered less than significant.**

Impact 4.7.3 Development permitted under the 2012 General Plan could create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials, or through the reasonably foreseeable upset or accidental conditions involving the release of hazardous materials into the environment. Further, development under the proposed project could also lead to the handling or emission of hazardous materials.

Impact 4.7.3 Development permitted under the 2012 General Plan could create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials, or through the reasonably foreseeable upset or accidental conditions involving the release of hazardous materials into the environment. However, current local, state, and federal standards and the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

Impact 4.7.4 Implementation of the 2012 General Plan could impair implementation of or physically interfere with adopted emergency response and evacuation plans in the Planning Area. However, the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

Impact 4.7.5 Potential development under the 2012 General Plan could result in cumulative hazardous materials and human health risk impacts. However, the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact would be less than cumulatively considerable.**

HAZARDS AND HAZARDOUS MATERIALS IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

Hazardous Materials Sites Within the Planning Area: The State of California Hazardous Waste and Substances Site List (also known as the Cortese List) is a planning document used by state and local

agencies and developers to comply with the California Environmental Quality Act (CEQA) requirements in providing information about the location of hazardous materials sites. Government Code Section 65962.5 requires the California Environmental Protection Agency (Cal-EPA) to annually update the Cortese List. The Department of Toxic Substances Control (DTSC) is responsible for preparing a portion of the information that constitutes the Cortese List. Other state and local government agencies are required to provide additional hazardous material release information that is part of the complete list. The CAL-SITES (ASPIS) database is compiled by Cal-EPA to identify and track potential hazardous waste sites. Searches of the above resources and records identified 36 hazardous material sites in the vicinity of the Planning Area known to handle and store hazardous materials and sites associated with a hazardous material-related release or occurrence. The terms "release" or "occurrence" include any means by which a substance could harm the environment by spilling, leaking, discharging, dumping, injecting, or escaping. Table 4.7-1 displays all of the active hazardous material sites within the Planning Area.

TABLE 4.7-1
OPEN HAZARDOUS MATERIAL RELEASE SITES
IN THE VICINITY OF THE PLANNING AREA

Facility Name	Street Number and Name	City	Case Type	Status
Beacon Station #1	4505 Pacific Street	Rocklin	LUST	Open
Chevron Station 20-1164	6555 Fairway Drive	Rocklin	LUST	Open
Collegewood, Inc.	4315 Dominguez Road	Rocklin	SLIC	Open
Dawson Oil Company	4325 Pacific Street	Rocklin	LUST	Open
Forest Products Manufacturing, Parcel 5	Anthony Court	Rocklin	SLIC	Open
Kinder Morgan Energy Partners (formerly Santa Fe Pacific Pipeline Partners)	Marlee Way & Stanford Ranch Road	Rocklin	SLIC	Open
Nippert Painting	5220 Front Street	Rocklin	SLIC	Open
Pacific Street Property: US Rentals Parcel	Pacific Street	Rocklin	SLIC	Open

Palmer Property	5250 Pacific Street	Rocklin	LUST	Open
Redwood Oil – Rocklin	4690 Pacific Street	Rocklin	SLIC	Open
Rocklin Dump	4400 Rocklin Road	Rocklin	SLIC	Open
Rocklin Market Site	4855 Pacific Street	Rocklin	LUST	Open
Rocklin Service Station	4975 Pacific Road	Rocklin	LUST	Open
Santa Fe Pacific Pipeline/KMEP Rockling Station	6050 Pacific Street	Rocklin	SLIC	Open
Sierra Pine Limited	4300 Dominguez Road	Rocklin	SLIC	Open
South Pacific Railhouse	Corner of 1st & Rocklin Road	Rocklin	SLIC	Open
Tom's Sierra #23	4395 Rocklin Road	Rocklin	LUST	Open

Source: DTSC 2024a; California State Water Resources Control Board 2024

Note: 1 Establishments located in Placer County with Rocklin addresses.

3.0 This location is now the Rocklin Unified School District's bus yard.

4.0 Case Type Glossary: LUFT – Leaking Underground Fuel Tank – buried tanks used to store fuel products such as gasoline, diesel fuel, and heating oil SLIC – Spills, Leaks, Investigation and Cleanup LUST – Leaking Underground Storage Tank – buried tanks used to store liquids including fuel products, industrial products or waste

The Program 10– Alternative Sites Project proposes increasing the residential density within various areas of the City. Increasing the residential density would not, in and of itself, result in a significant increase of impacts related to the use, generation, storage or disposal of hazardous materials within the City. Individual projects making up the Program 10– Alternative Sites Project properties would adhere to the required measures requiring compliance with Title 8 of 22 of the CA Code of Regulations, Uniform Fire Code, and applicable sections of the CA Health and Safety Code, as well as other applicable regulations.

In review of the Table 4.7-1 list, none of the Program 10– Alternative Sites Project properties are listed on Placer County's Contaminated Sites lists. In addition, an updated record search on the State's Department of Toxic Substances Envirostor and Regional Water Quality Control Board's Geotracker websites in July 2025 found no open hazardous waste site cases in the Program 10 - Project vicinity. However, if required, a Phase I and Phase II Environmental Site Assessment (ESA) will be prepared for individual projects to ensure that hazards and hazardous materials are in compliance with applicable Code of Regulations as well as any other applicable regulations.

The Program 10 - Alternative Sites Project would not increase wildland fire hazards in the City beyond what was analyzed in the 2012 GP EIR, as all of the sites constitute infill development.

Implementation of the project would not result in a new significant cumulative impact related to increasing the number of people who could be exposed to potential hazards associate with potentially contaminated soils and groundwater, nor increasing transport, storage, and use of hazardous materials.

All impacts related to hazards or hazardous materials resulting from the Program 10– Alternative Sites Project would be mitigated to below a level of significance using the 2012 GP EIR and General Plan Policies relating to hazards and hazardous materials and emergency response and evacuation plans.

The following General Plan policies assist in avoiding or minimizing wildland fire hazards, avoiding or minimizing impacts associated with upset or accidental release of hazardous materials, and conflicts with emergency response: S-2, S-3, S-4, S-5, S-16, S-17, S-18, S-19, OCR-59, S-13, S-14, S-15, S-22, and S-2. These General Plan policies relating to maintaining a City Emergency Operations Plan, coordinating with local and State Emergency Management agencies, and maintaining appropriate standards for roads, consulting with Placer County Air Pollution Control District, requiring site-specific hazard investigations to be conducted, and requiring a risk analysis for bulk hazardous materials facilities.

As noted, the site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that hazards and hazardous materials impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more significant hazards and hazardous materials impact than what was evaluated in the 2012 GP EIR.

2.1.9 HYDROLOGY/WATER QUALITY

HYDROLOGY AND WATER QUALITY IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 GP EIR Hydrology/Water Quality section identified the hydrological resources, the existing drainage conditions, surface water resources, groundwater resources, surface water quality, groundwater quality, and potential for flooding in Rocklin and the surrounding area. General Plan policies and mitigation measures that serve to reduce impacts are also identified. The following potential impacts to hydrology and water quality were identified.

Impact 4.9.1 Implementation of the 2012 General Plan could result in a substantial alteration of the existing drainage pattern, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site or may result in a violation of a water quality standard or waste discharge requirement. However, existing development standards in the Municipal Code and the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

Impact 4.9.2 Implementation of the 2012 General Plan could result in the degradation of groundwater quality resulting from development within the Planning Area. However, existing development standards in the Municipal Code and the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

Impact 4.9.3 Implementation of the 2012 General Plan is not expected to result in a depletion of groundwater supplies or interference with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level underlying the City of Rocklin Planning Area. However, the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

Impact 4.9.4 Implementation of the 2012 General Plan could result in a substantial alteration of an existing drainage pattern, including through the alteration of the course of a stream or river, which may substantially increase the rate of amount of surface runoff in a manner which would result in flooding on- or off-site or could result in the creation or contribution of runoff water which would exceed the capacity of existing or planned stormwater drainage system. However, City and Placer County Flood Control and Water Conservation District (PCFCWCD) development standards and the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

Impact 4.9.5 Implementation of the 2012 General Plan may result in the placement of housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map, or other flood hazard delineation map, and may impede or redirect flood flows or expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of a failure of a levee or dam. However, existing development standards in the Municipal Code and the proposed Rocklin General Plan mitigating policies and their associated action steps would reduce this impact to a less than significant level. **Therefore, this impact is considered less than significant.**

Impact 4.9.6 Implementation of the 2012 General Plan is not expected to be impacted from inundation by seiche, tsunami, or mudflow. The proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered to be less than significant.**

Impacts Impact 4.9.7 Land uses and growth under the 2012 General Plan, in combination with current land uses in the surrounding region, could introduce substantial grading, site preparation, and an increase in urbanized development. However, existing development standards in the Rocklin Municipal Code and the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, cumulative water quality impacts are considered to be less than cumulatively considerable.**

Impact 4.9.8 Implementation of the 2012 General Plan could increase impervious surfaces and alter drainage conditions in the Planning Area, which could contribute to cumulative flood conditions downstream. However, existing City and PCFCWCD development standards and the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is considered a less than cumulatively considerable impact.**

HYDROLOGY AND WATER QUALITY IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

The Program 10 – Alternative Sites Project sites are located in various areas of the City with differing drainage patterns, public and private improvements and flood zone designations. The Program 10 - Alternative Sites Project has the potential to result in significant impacts. However, because the 2012 GP EIR found that surface water quality impacts, groundwater quality impacts, groundwater supply impacts, drainage impacts, flooding impacts, risk of seiche, tsunami, or mudflow impacts, cumulative water quality impacts, cumulative flood hazards impacts, would all be less than significant impacts, and the Program 10 – Alternative Sites Project sites are all located on project sites included in the 2012 GP EIR analysis, development of the Program 10 – Alternative Sites Project sites would not be anticipated to result in any new significant impacts.

Individual project development would introduce new impervious surfaces, which may result in significant impacts relating to increasing the rate of stormwater runoff, which may contribute to localized downstream flooding impacts. However, site specific drainage studies are required and may include the design of on-site detention basins to mitigate downstream flooding effects due to project related peak flows. The design shall be such that estimated pre-development peak flow rates shall be less than 10 percent of the difference between the estimated pre-development and post development flow rates.

Additionally, the following General Plan policies to be implemented on a project basis will be implemented on specific projects to assist in avoiding or minimizing ground water quality and surface water quality impacts: OCR-11, OCR-39, OCR-49, OCR-50, OCR-52, OCR-54, S-7, S-10, S-11, and S-12. These General Plan policies relating to requiring the protection of wetlands, vernal pools, and rare, threatened and endangered species of both plants and animals through either avoidance of these resources, or implementation of appropriate mitigation measures, minimizing the degradation of water quality through use of erosion control plans and Best Management Practices, maintaining a grading ordinance that minimizes erosion and siltation of creeks and other watercourses, evaluating development along stream channels to ensure that it does not create any of the following effects in a significant manner: reduced

stream capacity, increased erosion or deterioration of the channel, consulting with other agencies to develop public education programs that will encourage residents to minimize pollutants and sediments reaching receiving waters, and establishing and coordinating operations and maintenance procedures for all City departments to assure that water quality objectives are not threatened by City operations.

As noted, site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that hydrology and water quality impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe significant hydrology and water quality impacts than what was evaluated in the 2012 GP EIR.

2.1.10 LAND USE AND PLANNING

LAND USE AND PLANNING IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 GP EIR Land Use and Planning section described the existing land uses within and surrounding the City of Rocklin and changes that would occur in association with the 2012 General Plan. Key issues include the environmental impacts of the proposed project relative to dividing an established community, potential conflicts with established land uses within and adjacent to the city, and potential conflicts with the Placer County Conservation Plan (a habitat conservation/natural community conservation plan). The following potential impacts to Land Use and Planning were identified.

Impact 4.1.1 Implementation of the 2012 General Plan would not physically divide an established community. **Therefore, this impact is considered less than significant**.

Impact 4.1.2 Implementation of the 2012 General Plan could create conflicts between adjacent land uses including unincorporated Placer County, the City of Lincoln, the Town of Loomis, and the City of Roseville. However, the proposed Rocklin General Plan's mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

Impact 4.1.3 Implementation of the 2012 General Plan could conflict with applicable plans, policies, and regulations of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. However, the proposed Rocklin General Plan's mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

Impact 4.1.4 Implementation of the 2012 General Plan would not conflict with any applicable habitat conservation plan or natural community conservation plan, including the Placer County Conservation Program. **Therefore, this impact is considered less than significant.**

Impact 4.1.5 Implementation of the 2012 General Plan, in addition to existing, approved, proposed, and reasonably foreseeable development in western Placer County, could result in cumulative impacts to land use in the region. However, the 2012 General Plan mitigating policies and their associated action steps that would reduce its contribution to a less than significant level. **The project's contribution to cumulative land use impacts is considered less than cumulatively considerable.**

LAND USE IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

The focus of the land use analysis is on land use impacts as well as impacts to open space resulting from the 2021-2029 Housing Element General Plan Amendments and Rezones.

Program 10 – Alternative Sites Project sites would not create land use conflicts between land use designations within the City of Rocklin. The proposed land use designations in the 2021 – 2029 Housing Element would be internally compatible in keeping with General Plan policies. Program 10 – Alternative Sites Project includes modifications to the General Plan Land Use Map. However, these modifications, which are discussed in more detail in the Project Description section above, include land use changes directly associated with the Program 10 - Alternative Sites Project and land use changes due to previously approved/adopted land use decisions such as adoption of the 2021-2029 Housing Element.

The revisions to the Land Use Map are consistent with the City's overall objectives of the 2012 General Plan noted earlier in the Project Description section above. No conflicts would occur because the General Plan Land Use Element includes policies that ensure that land uses are compatible with each other. These include policies specific to Existing Residential Land Uses (Policies LU-6, LU-11); policies specific to New Residential Land Uses (Policies LU-13, LU-14, LU-18, LU-19, LU-21); policies specific to Mixed Land Uses (Policies LU-24, LU-25, LU-26, LU-28, LU29); policies specific to Commercial Land Use (Policies LU-36, LU-37); and policies specific to Industrial Land Use (Policies LU-46, LU-47). Each of these policies addresses consistency between land uses and the appropriateness of development given the context and surrounding uses, as well as protecting potentially incompatible uses from each other through the use of open space setbacks, buffers, fencing, and the like. In addition, subsequent land uses would be subject to regulations under Title 17 (Zoning) of the City's Municipal Code that includes standards that address compatibility of uses (e.g., Chapters 17.08 and 17.72).

In addition, the following General Plan policies assist in avoiding or minimizing conflicts with applicable plans and policies: LU-3, LU-16, LU-38, LU-39, LU-57, LU-58, LU-60, LU-61, LU-62, LU-63 and LU-67. These General Plan policies relating to requiring that new development in areas contiguous to neighboring jurisdictions be compatible with those existing land uses, discourage residential, commercial, or industrial development at urban densities or intensities in areas on the periphery of the Rocklin planning area, and

approve amendments to the Zoning Code and other land use regulations only if the changes are consistent with the General Plan.

As noted, site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that land use and planning impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe significant land use and planning impact than what was evaluated in the 2012 GP EIR.

2.1.11 MINERAL RESOURCES

MINERAL RESOURCE IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 GP EIR did not contain a mineral resources section considering the Planning Area was not known to contain mineral resources, so the loss of the availability of a known mineral resource that would be of value to the region and the residents of the state, or a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan would not occur (as was discussed in the Notice of Preparation for the 2012 GP EIR). Accordingly, significant impacts to mineral resources would not occur with implementation of the 2012 General Plan and no mitigation was required.

MINERAL RESOURCE IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

The Program 10 - Alternative Sites Project sites are infill sites located within the City of Rocklin Planning Area, which are not known to contain mineral resources. That is, none of the proposed sites are designated or otherwise to be used for mineral extraction. Moreover, none of the sites have been related to mineral mining and therefore, no loss of a known mineral resource or locally important mineral resource would occur. Potential impacts to mineral resources resulting from Program 10 Implementation would not occur, and impacts are consistent with the analysis of the 2012 GP EIR.

2.1.12 NOISE

NOISE IMPACTS IN 2012 GENERAL PLAN GENERAL PLAN EIR

The 2012 GP EIR Noise section examined the existing noise environment in the Planning Area and the changes that would occur to noise levels as a result of the 2012 General Plan. The noise section defines terminology used to describe noise, identifies sources of noise, and analyzes the ambient noise environment in the Planning Area. Key issues addressed in this section include construction noise, traffic noise, operational noise, groundborne vibration, and overall increases in noise resulting from

implementation of the 2012 General Plan. General Plan policies and mitigation measures that would serve to reduce impacts and relevant federal, state, and local regulatory agencies and codes regarding noise are also identified. The following potential noise impacts were identified.

Impact 4.5.1 The 2012 General Plan could result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies. Although the 2012 General Plan has mitigating policies and associated action steps designed to minimize the effects of noise impacts, these policies and associated action steps will not reduce the impact to a less than significant level. **Therefore, this would be considered a significant impact, and after application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

Impact 4.5.2 Construction activities associated with the 2012 General Plan could result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing conditions and could result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies. However, the 2012 General Plan includes Action Step NA-3 that limits the hours of work. **This impact would be considered less than significant.**

Impact 4.5.3 The 2012 General Plan could result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project and could result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies, as a result of increased traffic on the roadway network. Projected increases in traffic noise levels could adversely affect noise-sensitive land uses. In addition, future development of noise-sensitive land uses could be exposed to roadway and/or railroad noise levels in excess of the City's noise standards. **This impact would be considered potentially significant, and after application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

Impact 4.5.4 Subsequent development associated with the 2012 General Plan could result in new noise-sensitive land uses encroaching upon existing or proposed stationary noise sources or new stationary noise sources encroaching upon existing or proposed noise-sensitive land uses. This could result in a substantial permanent increase in ambient noise levels in the project vicinity above existing levels or could result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies. **As a result, this impact is considered potentially significant, and after application of applicable General Plan policies, the impact was determined to be significant and unavoidable.**

Impact 4.5.5 The 2012 General Plan could result in exposure of persons to or generation of excessive groundborne vibration levels. However, the 2012 General Plan includes Action Step NA-3 that limits the hours of work for construction. **This impact would be considered less than significant.**

Impact 4.5.6 Buildout of the 2012 General Plan would increase transportation noise along roadways within the Planning Area. **This would be a cumulatively considerable and significant and unavoidable impact.**

Impact 4.5.7 Implementation of the 2012 General Plan, in combination with other development in western Placer County, would increase transportation noise along area roadways adjacent to the city. However, the increases in noise levels would be less than 3 dBA and not be noticeable. **Therefore, substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project are considered less than cumulatively considerable.**

NOISE IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

Implementation of the Program 10 - Alternative Sites Project will increase the residential density of sites from lands currently slated for other types of urban development (e.g., residential, mixed use, commercial or industrial). These changes would not alter the anticipated construction noise impacts beyond those identified in the 2012 GP EIR. All construction projects will be subject to the City's General Plan policies related to construction noise compatibility guidelines.

The Program 10 - Alternative Sites Project designated sites will occur in proximity to existing railways and roadways. However, the need for a site-specific noise analysis and potential mitigation from that analysis, in addition to the mitigation of the 2012 GP EIR, will be imposed on a project-by-project basis. Additionally, site specific noise analysis will take into account operational transportation noise impacts, which are not anticipated to result in significant noise impacts.

The 2012 GP EIR identified potential operational noise impacts; however, application of the applicable General Plan noise policies, and their associated action steps would reduce potential noise impacts associated with development and operation of land uses of the 2012 General Plan.

As determined necessary, future development projects would be required to analyze project-related noise impacts and incorporate necessary noise reduction measures sufficient to achieve the applicable noise standards of the City's Noise Element. Implementation of these policies and actions will help to reduce impacts associated with proposed development. Noise reduction measures typically implemented to reduce traffic noise include increased insulation, setbacks, and construction of sound barriers. Some measures, such as construction of sound barriers, may have secondary impacts related to aesthetics and safety. However, the feasibility of these measures would be determined on a project-by-project basis.

In addition, the following General Plan policies would assist in avoiding or minimizing noise impacts: N-1, N-3, N-4, N-5, N-6, N-7, N-8, and N-9. These General Plan policies relating to determining noise compatibility between land uses, and to providing a basis for developing noise mitigation, requiring an acoustical analysis as part of the environmental review process for all noise-sensitive land uses which are proposed in areas exposed to existing or projected exterior noise levels exceeding the level standards contained within this Noise Element, ensuring that stationary noise sources do not interfere with sleep by applying an interior hourly maximum noise level design standard of 45 dBA in the enclosed sleeping areas

of residences affected by stationary noise sources. This standard assumes doors and windows are closed, mitigate noise created by new roadway noise sources (e.g., truck routes, roadway improvement projects and new roadways) not contained within the General Plan, so as not to exceed the noise level standards of the Noise Element and restricting development of noise-sensitive land uses in areas exposed to existing or projected levels of noise from transportation noise sources that exceed the noise level standards contained within the Noise Element, and requiring that new development in areas contiguous to neighboring jurisdictions be compatible with those existing land uses, discouraging residential, commercial, or industrial development at urban densities or intensities in areas on the periphery of the Rocklin planning area.

As noted, site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that noise impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe noise impacts than what was evaluated in the 2012 GP EIR.

2.1.13 POPULATION AND HOUSING

POPULATION AND HOUSING IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 GP EIR Population and Housing section analyzed the socioeconomic conditions within the City of Rocklin including population characteristics, housing, and employment. Key issues include population growth and availability of housing opportunities. General Plan policies and mitigation measures that would serve to reduce impacts were also identified.

Buildout projections associated with the 2012 General Plan for the city's population growth are shown in Table 4.11-1. These figures indicate continued growth during the General Plan planned time frame through 2030. The City's population is projected to increase by 22,293 between 2008 and 2030, for a total increase of approximately 41.4 percent.

TABLE 4.11-1 – CITY OF ROCKLIN POPULATION

Year	Population	Change	% Change	Annual % Change
1990	19,033			
2000	36,330	17,297	91%	9.0%

2008	53,843	17,513	48%	6.0%
2015 Projected	65,614	11,771	22%	3.1%
2020 Projected	73,414	7,800	12%	2.4%
2030 Projected	76,136	2,722	4%	.05%

The General Plan Land Use Element identifies buildout growth potential in the Planning Area. Based on available land and densities identified in the General Plan for the incorporated area and all other areas within the City's Sphere of Influence (SOI). As such, it is assumed that the city will reach buildout by 2030 with an estimated population of 76,136 persons and 29,283 housing units. The following potential population and housing impacts were identified.

Impact 4.11.1 Subsequent land use activities associated with implementation of the 2012 General Plan could induce substantial growth or concentration of population in an area either directly or indirectly that results in a physical effect on the environment. However, implementation of the proposed project and the associated General Plan land use designations would not contribute to the significant generation of growth that would substantially exceed any established growth projections. **Therefore, this is considered a less than significant impact.**

Impact 4.11.2 Subsequent land use activities associated with implementation of the 2012 General Plan could result in the displacement of housing and/or persons, necessitating the construction of replacement housing elsewhere. However, the 2012 General Plan has been developed to avoid displacing a substantial number of housing units or people. **Therefore, this is considered a less than significant impact.**

Impact 4.11.3 Subsequent land use activities associated with implementation of the 2012 General Plan, in addition to existing, approved, proposed, and reasonably foreseeable development, could result in a cumulative increase in population and housing growth in the City of Rocklin as well as in the surrounding communities of Roseville, Lincoln, Loomis, and unincorporated Placer County. However, the implementation of the proposed project would not result in an increase in population or housing growth that would substantially exceed any established growth projections. **Therefore, this is a less than cumulatively considerable impact.**

POPULATION AND HOUSING IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

According to the CEQA Guidelines Section 15131(a), economic or social effects of a project are not treated as significant effects on the environment. If the proposed project were to cause physical changes as a result of economic or social changes, then the physical effects (such as the destruction of habitat resulting from housing construction to accommodate increased population) could be considered significant.

Implementation of the Program 10 – Alternative Sites Project with increased residential sites, density, and the provision of affordable housing units for low, moderate and above moderate-income households would not cause a substantial increase in population and housing impacts. Conversely, the project further contributes to the City's goal of providing an adequate supply of housing for all economic segments of the Rocklin community. Specifically, implementation of the Program 10 – Alternative Sites Project would provide opportunities for affordable housing to low, moderate and above moderate households and therefore the increase in residential density could provide an increased availability of affordable housing, consistent with the 2021 – 2029 Housing Element.

As noted, the site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that population and housing impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe housing and population impacts than what was evaluated in the 2012 GP EIR.

2.1.14 PUBLIC SERVICES

PUBLIC SERVICES IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 General Plan EIR Public Services section describes the public services that serve the City of Rocklin General Plan Planning Area. These services include fire protection and emergency medical services, law enforcement services, schools, and parks and recreation. Key issues include increased demand for fire, police, and school services, provision of adequate fire flow, and increased demand for parks and recreation. General Plan policies and mitigation measures that would serve to reduce impacts are also identified. The following potential public services impacts were identified.

Impact 4.12.1.1 Implementation of the 2012 General Plan would result in increased demand for fire protection and emergency medical services within the Planning Area. For the City to meet the increased demand and to maintain acceptable response times or other performance objectives for fire protection and emergency services, it may be necessary to provide or construct new or physically altered fire-related facilities or services, the construction of which could cause significant environmental impacts. However, the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is a less than significant impact.**

Impact 4.12.1.2 Implementation of the 2012 General Plan would result in increased development within the Planning Area and a need for water supply and infrastructure to provide adequate fire flows for fire protection. The creation of new or expansion of existing water supply infrastructure necessary to maintain

acceptable response times or other performance objectives for fire protection and emergency services could create substantial adverse physical impacts, which could cause significant environmental impacts. However, the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is a less than significant impact.**

Impact 4.12.1.3 Implementation of the 2012 General Plan, in combination with other existing, planned, proposed, approved, and reasonably foreseeable development within service areas, would increase the demand for fire protection and emergency medical services and thus require additional staffing, equipment, and related facilities under cumulative conditions. Provision of these related facilities could cause substantial adverse physical impacts, which could cause significant environmental impacts. However, the proposed Rocklin General Plan Update's mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than cumulatively considerable.**

Impact 4.12.2.1 Implementation of the 20012 General Plan would result in increased demand for law enforcement services within the Planning Area. For the City to meet the increased demand and in order to maintain acceptable response times or other performance objectives for law enforcement services, it may be necessary to provide or construct new or physically altered government facilities, the construction and/or provision of which could create substantial adverse physical impacts that could cause significant environmental impacts. However, the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is a less than significant impact.**

Impact 4.12.2.2 Implementation of the 2012 General Plan, in combination with other existing, planned, proposed, approved, and reasonably foreseeable development within the service area, would increase the demand for law enforcement services and thus require additional staffing, equipment, and related facilities under cumulative conditions. Provision of these related facilities could cause substantial adverse physical impacts, which could cause significant environmental impacts. However, the 2012 General Plan's mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than cumulatively considerable.**

Impact 4.12.3.1 Implementation of the 2012 General Plan would increase population in the Planning Area, which would subsequently increase student enrollment in the districts' schools. It may be necessary to construct new or expanded school facilities to serve the increased demand. However, the 2012 General Plan Update's mitigating policies and their associated action steps, as well as state law requiring mitigation through payment of development impact fees, ensure the impact will be less than significant. **Therefore, this is a less than cumulatively considerable impact.**

Impact 4.12.3.2 Implementation of the 2012 General Plan would increase population in the Planning Area, which could increase demand for post-secondary education facilities provided by the Sierra Community College District. However, the 2012 General Plan mitigating policies and their associated action steps, as

well as state law regarding siting of school facilities ensure that impacts associated with provision of school facilities will be mitigated. **Therefore, this is a less than significant impact.**

Impact 4.12.3.3 Population growth associated with implementation of the 2012 General Plan, in combination with other existing, planned, proposed, approved, and reasonably foreseeable development in the cumulative setting, would result in a cumulative increase in student enrollment and require additional school related facilities to accommodate the growth. However, the 2012 General Plan mitigating policies and their associated action steps, as well as state law requiring mitigation through payment of development impact fees, ensure the impact will be less than significant. **Therefore, this is a less than cumulatively considerable impact.**

PUBLIC SERVICE IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

The Program 10 – Alternative Sites Project includes increasing the residential density with the provision of affordable housing for all economic segments of the Rocklin community. Increasing the residential density may result in significant impacts related to increasing the demand on fire protection/suppression services and emergency services. However, the payment of impact fees would reduce this potential impact to acceptable levels. Program 10 – Alternative Sites projects would also be subject to the payment of City of Rocklin Construction Impact Fees, participation in any applicable financing districts, contribution to the general fund through property tases, and would be constructed in accordance with the latest edition of the Uniform Building Code and Fire Codes, which would reduce potential impacts to acceptable levels.

Implementation of the Program 10 – Alternative Sites Project would also not result in significantly greater population projections and demand for school services beyond what was analyzed in the 2012 GP EIR. However, to off-set this potential impact, each of the residential projects would be subject to the applicable Rocklin Unified School District, Western Placer Unified School District, Loomis Union School District, Roseville Elementary School District, and Eureka School District fees in accordance with Education Code Section 17620 and Government Code 65995, unless the applicant and the district reach an agreement to mitigate the impacts on school facilities caused by the proposed development.

The Program 10 – Alternative Sites Project would result in a less than significant impact related to increasing the demand for park facilities. Program 10 – Alternative Sites projects are required to pay the City's Park Improvement Fee, the Trails Impact Fee, and the Community and Recreation Facilities Fee prior to filing of a final map in accordance with the Subdivision Map Act or obtaining a building permit, as the case may be.

Ultimately, the Program 10 - Alternative Sites Project results in potential impacts to law enforcement services, fire protection and emergency personnel services, schools, and parks. However, each of the Program 10 – Alternative Sites projects is required to comply with the applicable General Plan policies related to public services included in the 2012 GP EIR, including any applicable mitigation measures. Therefore, impacts to public services would be less than significant.

The following 2012 General Plan policies assist in avoiding or minimizing impacts associated with increased demand for fire protection, emergency medical services, adequate fire flows, increased demand for law enforcement services, increased demand for public schools and services and increased demand for parks and recreation facilities: PF-1, PF-3, PF-4, PF-9, PF-11, PF-12, PF-13, PF-20, PF-21, PF-22, PF-23, PF-25, S-16, S-17, S-18, S-19, PF-1, PF-2, PF-1, OCR-30. These General Plan policies requiring that any development that generates the need for public services and facilities, including equipment, pay its proportional share of providing those services and facilities, requiring that construction of private development projects be coordinated with the construction of public facilities and services that are needed to serve the project, providing for the ongoing operation and maintenance of City services through the use of existing or new Community Facilities Districts, Lighting and Landscaping Districts, Park Development and Maintenance Districts, special taxes and other similar financing mechanisms and maintain inter-jurisdictional cooperation and coordination, including automatic aid agreements with fire protection/suppression agencies in Placer County.

Additionally, site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that public service impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe significant public services impacts than what was evaluated in the 2012 GP EIR.

2.1.15 RECREATION

RECREATION IMPACTS IN 2012 GENERAL PLAN EIR

Parkland Ratios: The City of Rocklin has an adopted standard of 5 acres of parkland per 1,000 residents. Per the 2012 General Plan, as of November 2008, the City had a total of 428 acres of parkland, with 219 of those being improved and the rest being unimproved or natural reserve. For those statistics, the park-to-population ratio for both improved and unimproved parkland is approximately 7.94 acres of parkland per 1,000 residents. However, the park-to-population ratio for improved parkland is 4.07 acres per 1,000 residents (Riemer 2008).

The 2012 GP EIR's evaluation of potential parks and recreation service impacts was based on information provided by the City of Rocklin Community Services and Facilities Department, as well as review of the most recent recreation and facilities guides, the existing City of Rocklin General Plan and Municipal Code. The following potential recreation impacts were identified.

Impact 4.12.4.1 Implementation of the 2012 General Plan could increase population in the Planning Area, which could subsequently increase the use of existing parks and recreation facilities such that substantial physical deterioration of the facilities would occur and/or require the construction or expansion of parks and recreational facilities to meet increased demand which could have an adverse physical effect on the environment. However, the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is considered to be a less than significant impact.**

Impact 4.12.4.2 Implementation of the 2012 General Plan could increase population in the Planning Area, which could subsequently increase the use of existing parks and recreation facilities such that substantial physical deterioration of the facilities would occur and/or require the construction or expansion of park and recreational facilities to meet increased demand which could have an adverse physical cumulative effect on the environment. However, the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **This would be a less than cumulatively considerable impact.**

RECREATION IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

As noted above, the Program 10 – Alternative Sites Project would result in a less than significant impact related to increasing the demand for park facilities. Program 10 – Alternative Sites projects are subject to the applicable required impact fees for parks and other public facilities. Ultimately, the Program 10 – Alternative Sites projects result in the need to additional parkland in the City. However, each of the Program 10 - Alternative Sites projects is required to comply with the applicable General Plan policies related to public services included in the 2012 GP EIR, including any applicable mitigation measures. Therefore, impacts to recreation would be less than significant.

Additionally, site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that recreation impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe recreation impacts than what was evaluated in the 2012 GP EIR.

2.1.16 TRANSPORTATION

TRANSPORTATION IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 General Plan EIR Transportation section provides an overview of the city's transportation system and existing levels of service and the changes that would occur to the system as a result of the General Plan Land Uses. The section identifies affected streets and highways, transit services and facilities, bicycle facilities, neighborhood electric vehicles, and truck routes and provides the regional and local regulatory framework. Since the 2012 General Plan focuses on buildout of the City of Rocklin through the year 2030, the impact analysis contained in this section focuses on a future time horizon that includes full buildout of the City of Rocklin.

Key issues addressed include impacts to signalized intersections in Rocklin, Loomis, Roseville, Lincoln, and Placer County, impacts to state/interstate highway segments and intersections, transit service, bicycle and pedestrian facilities, and conflicts with at-grade railways. 2012 General Plan policies and mitigation measures that would serve to reduce impacts are also identified. The following potential traffic impacts were identified.

Impact 4.4.1 Implementation of buildout of the 2012 General Plan would cause intersection operations to deteriorate to levels below the LOS C standard (based on 2012 General Plan Update Policy C-10). For intersections already operating below the LOS C standard, the increased traffic could cause intersection operations to deteriorate by volume-to-capacity ratio increases of at least 0.05. **This impact is considered potentially significant, and after application of applicable transportation mitigation measures and General Plan policies, the impact was determined to be less than significant.**

Impact 4.4.2 Implementation of buildout of the 2012 General Plan would contribute to increased traffic volumes on state/interstate highway facilities, which could cause operations on state/interstate highway segments to deteriorate to levels below those identified in the Caltrans Transportation Concept Report (TCR). **This impact is considered significant, and after application of applicable transportation mitigation measures and General Plan policies, because the City does not have the complete authority, jurisdiction or capability to fund implementation of improvements to highway segments, the impact was determined to be significant and unavoidable.**

Impact 4.4.3 Implementation of the 2012 General Plan would contribute to increased traffic volumes at state/interstate highway intersections at buildout. **This impact is considered significant, and after application of applicable transportation mitigation measures and General Plan policies, because the City does not have the complete authority, jurisdiction or capability to fund implementation of improvements to highway segments, the impact was determined to be significant and unavoidable.**

Impact 4.4.4 Implementation of buildout of the 2012 General Plan would contribute to increased traffic volumes at some Loomis intersections, which could result in operations at one or more intersections to deteriorate to levels below the LOS C standard, or for intersections that already operate below the LOS standard, the increased traffic could cause intersection operations to deteriorate by an average delay increase of at least 5 seconds. However, traffic modeling and analysis show that increases in traffic

resulting from the proposed project would not exceed these thresholds. **This impact is considered less than significant.**

Impact 4.4.5 Implementation of buildout of the 2012 General Plan would contribute to increased traffic volumes at some Roseville intersections, which could cause a signalized intersection previously identified in Roseville's CIP as functioning at LOS C or better to deteriorate to LOS D or worse, or at a signalized intersection previously identified in Roseville's CIP as functioning as LOS D or E conditions, to deteriorate to the next lowest LOS level. However, traffic modeling and analysis show that increases in traffic caused by the 2012 General Plan would not exceed these thresholds. **Therefore, this impact is considered less than significant.**

Impact 4.4.6 Implementation of buildout of the 2012 General Plan would contribute to increased traffic volumes at some Lincoln intersections, which could cause the operations at one or more intersections to deteriorate to levels below the LOS C standard, to deteriorate by one grade or its volume-to-capacity ratio to increase by at least 0.05. However, traffic modeling and analysis show that increases in traffic resulting from the 2012 General Plan would not exceed these thresholds. **Therefore, this impact is considered less than significant**.

Impact 4.4.7 Implementation of buildout of the 2012 General Plan would contribute to increased traffic volumes at Placer County intersections, which would cause roadway or intersection operations to deteriorate to levels below the LOS C standard or LOS D within one-half mile of state highways, or if an intersection already operates below the LOS standard, cause roadway or intersection operations to deteriorate by one grade or its volume-to-capacity ratio to increase by at least 0.05. However, traffic modeling and analysis show that increases in traffic resulting from the 2012 General Plan Update would not exceed these thresholds. **Therefore, this impact is considered less than significant.**

Impact 4.4.8 Implementation of buildout of the 2012 General Plan would result in increased demand for transit services, which could cause a conflict with adopted policies, plans, or programs supporting alternative transportation. However, the 2012 General Plan mitigating policies and their associated action steps **ensure the impact will be less than significant.**

Impact 4.4.9 Implementation of buildout of the 2012 General Plan would result in increased demand for bicycle and pedestrian facilities, which could conflict with adopted policies, plans, or programs supporting alternative transportation. However, the 2012 General Plan mitigating policies and associated action steps ensure the impact would be less than significant. **Therefore, this impact is considered less than significant**.

Impact 4.4.10 Implementation of the 2012 General Plan would result in an increase in traffic volumes as well as potential increases in pedestrians and bicycle users that could substantially increase hazards due to design features or incompatible uses. **This is considered a less than significant impact based on 2012 General Plan Policy C-33.**

TRANSPORTATION IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

As noted in the 2012 GP EIR, existing conditions with buildout of the 2012 General Plan, which now also includes the 2021-2029 Housing Element, CEQA Guidelines stipulate that any environmental impacts of a proposed project on the existing environment should be evaluated. The existing plus proposed project approach is a realistic assessment when analyzing a particular land use or roadway project, such as a residential or non-residential project or a new roadway facility, since any singular project may be constructed in a relatively short period of time. A General Plan and Housing Element, however, affects development on many individual project sites. It is therefore unrealistic to assume that a General Plan and Housing Element could be built out quickly and thus the analysis of a General Plan and Housing Element are usually based on a long-range horizon. Since the City of Rocklin General Plan has a 20-year-plus time frame and the 2021-2029 Housing Element has an 8-year timeframe, it is an academic exercise to compare existing conditions in the City with buildout of the 2012 General Plan and Housing Element and derive plan-related impacts from that analysis. Instead of preparing an impact analysis for this scenario, the transportation section of the EIR provides, for informational purposes, a comparison of the two scenarios (Existing Conditions and Existing Conditions with Buildout of the 2012 General Plan). The Existing Conditions with Buildout of the 2012 General Plan scenario consists of buildout of the 2012 General Plan (land use and roadway network improvements) within Rocklin and existing conditions outside Rocklin.

The law has changed with respect to how transportation-related impacts may be addressed under CEQA. Traditionally, lead agencies used Level of Service (LOS) to assess the significance of such impacts, with greater levels of congestion considered to be more significant than lesser levels. Mitigation measures typically took the form of capacity-increasing improvements, which often had their own environmental impacts (e.g., to biological resources). Depending on circumstances, and an agency's tolerance for congestion (e.g., as reflected in its general plan), LOS D, E, or F often represented significant environmental effects. In 2013, however, the Legislature passed legislation with the intention of ultimately doing away with LOS in most instances as a basis for environmental analysis under CEQA. Enacted as part of Senate Bill 743 (2013), Public Resources Code section 21099, subdivision (b)(1), directed the Governor's Office of Planning and Research (OPR) to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed CEQA Guidelines addressing "criteria for determining the significance of transportation impacts of projects within transit priority areas. Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. In developing the criteria, [OPR] shall recommend potential metrics to measure transportation impacts that may include, but are not limited to, vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated. The office may also establish criteria for models used to analyze transportation impacts to ensure the models are accurate, reliable, and consistent with the intent of this section."

Subdivision (b)(2) of section 21099 further provides that "[u]pon certification of the guidelines by the Secretary of the Natural Resources Agency pursuant to this section, automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion *shall not be considered a*

significant impact on the environment pursuant to [CEQA], except in locations specifically identified in the guidelines, if any." (Italics added.)

Pursuant to Senate Bill 743, the Natural Resources Agency promulgated CEQA Guidelines section 15064.3 in late 2018. It became effective in early 2019. Subdivision (a) of that section provides that "[g]enerally, vehicle miles traveled is the most appropriate measure of transportation impacts. For the purposes of this section, 'vehicle miles traveled' refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. Except as provided in subdivision (b)(2) below (regarding roadway capacity), a project's effect on automobile delay shall not constitute a significant environmental impact."21

Subdivision (c) of section 15064.3 (Applicability) states that "[t]he provisions of this section shall apply prospectively *as described in section 15007*. A lead agency may elect to be governed by the provisions of this section immediately. Beginning on July 1, 2020, the provisions of this section shall apply statewide." (Italics added.)

CEQA Guidelines section 15007, subdivision (b), provides that "[a]mendments to the Guidelines apply *prospectively only*. New requirements in amendments will apply to steps in the CEQA process not yet undertaken by the date when agencies must comply with the amendments." Subdivision (c) adds that "[i]f a document meets the content requirements in effect when the document is sent out for public review, the document shall not need to be revised to conform to any new content requirements in Guideline amendments taking effect before the document is finally approved." (Italics added.)

These provisions, read together with section 15064.3, subdivision (c), make it clear that the vehicle miles travelled (VMT) requirement did not apply to Draft EIRs issued before July 1, 2020. And where a Draft EIR has been issued prior to July 1st, the Final EIR need not address the issue either. This position was articulated by Jeannie Lee, legal counsel in the Governor's OPR, in publicly broadcast webcasts in 2020.

In *Citizens for Positive Growth & Preservation v. City of Sacramento* (2019) 43 Cal.App.5th 609, 625-626 (*Citizens for Positive Growth*), the Court of Appeal refused to address the merits of a pending CEQA appeal involving the sufficiency of an EIR's LOS-based analysis of transportation-related impacts. The court found that this particular challenge was moot, in that, if the court were to find problems with the analysis and remand the matter back to the respondent city, the city would be under no obligation to undertake additional LOS-based analysis. After noting that section 15064.3 was "[t]he regulation was promulgated, in part, pursuant to section 21099 and certified by the Secretary of the Natural Resources Agency before being approved by the Office of Administrative Law on December 28, 2018," the court reasoned as follows:

"In mandamus proceedings like this one, "the law to be applied is that which is current at the time of judgment in the appellate court." [Citations.] Under section 21099, subdivision (b)(2), existing law is that "automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment" under CEQA, except for roadway capacity projects. Accordingly, the 2035 General Plan's impacts on LOS (i.e., automobile delay)

cannot constitute a significant environmental impact, as Citizens argues, rendering Citizen's traffic impacts argument moot."

In short, as of December 28, 2018, "automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment" under CEQA, except for roadway capacity projects. Thus, the former obligation under CEQA to address LOS in transportation analyses ceased to exist as of that date, except (at agencies' discretion) with respect to transportation projects. Addenda to EIRs for land use projects such as the Whitney Ranch Retail Project are therefore not required to address LOS issues; and "automobile delay," as described in terms of LOS, "shall not be considered a significant impact on the environment."

The court in *Citizens for Positive Growth* also emphasized that "CEQA Guidelines section 15064.3 is prospective" and did not require lead agencies to undertake VMT analysis until July 1, 2020. (43 Cal.App.5th at p. 626.) As noted above, even as of that date, the VMT requirement only applied to projects for which draft EIRs (or negative declarations) had not yet been issued. An addendum is considered together with a certified Final EIR. (CEQA Guidelines, § 15164, subd. (d).) An addendum thus represents a very late stage in the CEQA process that follows long after the issuance of a draft EIR. The new VMT requirement, then, does not apply to an addendum. Here, the EIR at issue was certified in 2012. It was completed approximately 8 years before the VMT requirement took effect.

In light of the foregoing, the City is not required to consider, and indeed may not consider under CEQA, the extent to which the changes in traffic circumstances have affected the LOS analysis performed in the Certified Final EIR. Because LOS shall no longer be considered a significant impact on the environment, and because VMT analysis is not required for an addendum to an EIR that was issued in draft form prior to July 1, 2020, additional traffic analysis is not required for this Addendum. Nonetheless, a discussion of VMT impacts is provided below.

Section 15064.3 of the CEQA Guidelines, explains that a "lead agency may use models to estimate a project's vehicle miles traveled." CEQA generally defers to lead agencies on the choice of methodology to analyze impacts. Specifically, Section 15064.3, subdivision (a), states, "For the purposes of this section, "vehicle miles traveled" refers to the amount and distance of automobile travel attributable to a project". Here the term "automobile" refers to on-road passenger vehicles, specifically cars and light trucks. To assist in the determination of significance, lead agencies rely on "thresholds of significance". The CEQA Guidelines define a "threshold of significance" to mean "an identifiable quantitative, qualitative, or performance level of a particular environmental effect, non-compliance with which means the effect normally will be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant".

Lead agencies have the discretion to develop and adopt their own or rely on thresholds recommended by other agencies "provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence". To date, the City of Rocklin has not adopted thresholds of significance for VMT.

2. CEQA Analysis

CEQA Section 15064.3 establishes a Vehicle Miles Traveled (VMT) threshold for land use projects. Section 15064.3(1) notes that generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high-quality transit corridor should be presumed to cause a less than significant transportation impact according to the CEQA Guidelines. Moreover, projects that decrease vehicle miles traveled in the project area compared to existing conditions should also be presumed to have a less than significant transportation impact.

All of the Program 10 – Alternative Sites projects constitute infill development located in reasonable proximity to existing major transit stops and along existing high-quality transit corridors. Specifically, the City of Rocklin is served by three Placer County Transit (PCT) bus routes: the Auburn to Light Rail (Watt/I-80) route, the Lincoln/Sierra College route, , and the Placer Commuter Express. PCT is a fixed-route scheduled transit system operated by Placer County. PCT principally serves the I-80 corridor area between Alta and Roseville, the State Route 65 corridor area into Lincoln, and the Highway 49 corridor. Some of the routes are "deviated." meaning that the buses generally travel on a main route (e.g., I-80) but can deviate from that route up to a certain distance (three-quarters of a mile in the case of PCT) to serve the specific needs of transit patrons. There are currently 15 bus runs a day in each direction on PCT's Auburn to Light Rail (Watt/I-80) route between Auburn and Sacramento Regional Transit's Watt/I-80 light rail station. This route provides service to Sierra College and the Roseville Galleria shopping center. It connects with Roseville Transit and RT buses at Auburn Boulevard near I-80. PCT's Lincoln/Sierra College route has 10 runs a day in each direction and services the Sunset Boulevard and Pacific Street corridors, Downtown Rocklin, the Rocklin Commons and Rocklin Crossings shopping centers, and Sierra College. Placer Commuter Express is a commuter bus service traveling along the I-80 corridor to downtown Sacramento with two morning and two afternoon trips, with a stop in Rocklin at the Rocklin Amtrak train station. In addition to regular bus service, PCT also provides paratransit services for patrons with more challenging transportation needs. Such services include a dial-a-ride program in the Rocklin/Loomis area on weekdays from 6:30 a.m. to 7:55 p.m., and on Saturdays from 8:00 A.m. to 3:55 p.m.

Program 10 – Alternative Sites projects are therefore consistent with CEQA Section 15064.3(1) for Vehicle Miles Traveled. Additionally, from a CEQA perspective, VMT can be measured in a variety of ways depending on whether the intent is to capture the amount of vehicle travel generated by a project (i.e. number of vehicle trips multiped by their corresponding trip lengths) or a project's effect on VMT within a defined study area. Project effect information is more meaningful for VMT analysis because land use projects and land use plans often influence the vehicle travel associated with neighboring land uses. VMT is a preferred metric for environmental effects because it captures how a project influences the environment related to fuel consumption and emissions while also serving as an indicator of potential impacts to pedestrians, bicyclists, transit riders, and travel safety.

In accordance with 15064.3(3), if existing models or methods are not available to estimate the vehicle miles traveled for the particular project being considered, a lead agency may analyze the project's vehicle miles traveled qualitatively. Such qualitative analysis would evaluate factors such as the availability of

transit, proximity to other destinations, etc. For many projects, a qualitative analysis of construction traffic may be appropriate.

Table 4.4-26 of the 2012 GP EIR, duplicated below, summarizes vehicle miles traveled (VMT) of vehicle trips originating in or terminating in the City of Rocklin. The table contains estimated data for existing conditions and cumulative conditions with and without implementation of the 2012 General Plan. The table shows that VMT approximately doubles when comparing existing conditions with cumulative conditions. Under cumulative conditions, VMT increases by approximately 1 percent with implementation of the 2012 General Plan.

TABLE 4.4-26
VEHICLE MILES TRAVELED (VMT) WITH ORIGIN OR DESTINATION (OR BOTH) IN CITY OF ROCKLIN

	Exiting Conditions	Cumulative Conditions			
		Buildout of the Current General Plan	Buildout of the Proposed General Plan	Change in VMT with Proposed General Plan	
Daily	1,092,000	2,478,000	2,498,000	+20,000	0.8%
PM Peak Hour	92,500	209,100	212,200	+3,100	1.5%

Relationship Between VMT, Population, and Employment Growth: As indicated in Table 4.4-26, Transportation and Circulation, VMT is projected to increase by approximately 130 percent from an existing 1,092,000 VMT to a buildout VMT of 2,498,000, while the city's population is projected to increase by 41 percent. This seemingly disproportionate relationship is primarily a result of the limited areas for new residential growth versus nonresidential development as discussed above. As noted in Section 3.0 of the 2012 GP EIR, Project Description, from existing conditions to buildout, residential units are projected to increase from 20,682 to 29,283 units for an increase of 42 percent. Retail, office, and industrial space (land primarily devoted to employment) is projected to increase from an existing approximately 7.2 million square feet to a buildout of over 21.0 million square feet, for an increase of 192 percent. This suggests that the growth in VMT is generally proportionate with the combined growth of population and employment. The additional infill of Program 10 – Alternative Sites Project properties designated for higher density housing providing housing opportunities for low- and moderate-income households in reasonable proximity to shopping, schools, medical services, and jobs will reduce VMT as indicated in Table 4.4.26. Therefore, VMT impacts analyzed in the 2012 GP EIR will be less than the VMT estimated in the 2012 GP EIR.

The following General Plan policies would assist in avoiding or minimizing impacts associated with intersection operations, minimizing regional traffic impacts and minimizing impacts to intersections in Loomis and Lincoln and other regional traffic impacts, address public transportation impacts, pedestrian

and bicycle facilities impacts, and at-grade railway crossing impacts: C-7, C-8, C-9, C-10, C-20, C-22, C-11, C-12, C-13, C-50, C-51, C-53, C-54, C-55, C-56, C-57, C-58, and C-59. These General Plan policies relating to monitoring traffic on City streets to determine improvements needed to maintain an acceptable Levels of Service, updating the Capital Improvement Program (CIP) and traffic impact fees at least every five years, or as determined necessary with the approval of major new developments or major general plan amendments not considered in the adopted Capital Improvement Program, providing for an annual inflationary adjustment to the City's traffic impact fee to ensure that the fee is adequate for the future construction of roads, coordinating with adjacent jurisdictions toward the completion and improvement of streets that extend into other communities through individual cooperation and/or use of the Placer County Transportation Planning Agency (PCTPA), joint powers authorities, and similar entities, considering a variety of funding mechanisms, either independently or with other government agencies, to fund needed regional improvements, and promoting the use of public transit through development conditions such as requiring park-and-ride lots, bus turnouts and passenger shelters along major streets.

Additionally, site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that transportation impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe transportation impacts than what was evaluated in the 2012 GP EIR.

2.1.17 UTILITIES AND SERVICE SYSTEMS

UTILITIES AND SERVICE IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 General Plan EIR Utilities and Service Systems section describes the utilities and service systems that serve the City of Rocklin. Specifically, this section includes an examination of wastewater service, solid waste service, electrical, natural gas, cable, and telephone services. Key issues include increased generation of wastewater flow, provision of adequate wastewater treatment, increased demand for solid waste disposal, and increased demand for energy (natural gas and electricity) and communication services (telephone, wireless telephone, cable television, and broadband).

The impact analysis below focuses on whether or not the physical environment would be significantly affected. Given that development would be required to meet California Building Energy Efficiency Standards (Title 24), the 2012 General Plan is not expected to result in inefficient, wasteful, and

unnecessary consumption of energy. The following potential utility and service systems impacts were identified.

Impact 4.13.1.1 Implementation of the proposed project would increase wastewater flows and could require construction of new water or wastewater treatment facilities or expansion of existing facilities to accommodate anticipated demand. This construction or expansion could cause significant environmental effects. However, the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered to be less than significant.**

Impact 4.13.1.2 Implementation of the proposed project would increase wastewater flows and could require construction of additional collection infrastructure to accommodate anticipated demand. The construction of this infrastructure could result in a physical effect on the environment. **These impacts are considered potentially significant, and after application of applicable mitigation measures and General Plan policies, the impact was determined to be less than significant.**

Impact 4.13.1.3 Implementation of the proposed project, along with other existing, planned, proposed, approved, and reasonably foreseeable development in the SPMUD and SPWA service areas, would result in increased demand for wastewater conveyance and treatment. To meet the increased demand, construction of new or expansion of existing wastewater treatment facilities may be necessary. However, the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. Therefore, the proposed project's contribution to **this impact is considered less than cumulatively considerable.**

Impact 4.13.2.1 Implementation of the proposed project would result in increased demand for solid waste services within the Planning Area. A substantial environmental impact could occur if there is insufficient capacity in available landfills for disposal of solid waste to meet the increased demand. However, the proposed Rocklin General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this would be a less than significant impact.**

Impact 4.13.2.2 Implementation of the proposed project, along with other existing, planned, proposed, approved, and reasonably foreseeable development within the WPWMA service area, would result in increased demand for solid waste services. A substantial environmental impact could occur if there is insufficient capacity in available landfills for disposal of solid waste to meet the increased demand. However, the proposed Rocklin General Plan mitigating policies and associated action steps will ensure the impact will be less than significant**. Therefore, this impact is less than cumulatively considerable.**

Impact 4.13.3.1 Implementation of the proposed project would require additional electrical, natural gas, and telecommunications services, which could result in the need for new systems or supplies or a substantial expansion or alteration to electrical, natural gas, or telecommunications systems that results in a physical impact on the environment. However, the proposed Rocklin General Plan mitigating policies and their associated action steps, and the requirement that subsequent development under the General

Plan comply with energy efficiency standards in Title 24 of the California Code, ensure that the impact will be less than significant. **Therefore, this is considered to be a less than significant impact.**

Impact 4.13.3.2 Development that would occur in association with the proposed project would be required to meet California Building Energy Efficiency Standards (Title 24). As a result, the proposed project would not result in inefficient, wasteful, and unnecessary consumption of energy. **This impact is considered less than significant.**

Impact 4.13.3.3 Implementation of the proposed project, along with other existing, planned, proposed, approved, and reasonably foreseeable development, would contribute to the cumulative demand for electrical, natural gas, and telecommunications services, which could result in the need for new systems of supplies or a substantial expansion or alteration to electrical, natural gas, or telecommunications systems that result in a physical impact on the environment or would result in inefficient, wasteful, and unnecessary consumption of energy. However, the proposed Rocklin General Plan mitigating policies and their associated action steps, and the requirement that subsequent development under the General Plan comply with energy efficiency standards in Title 24 of the California Code, ensure that the impact will be less than significant. **Therefore, this is considered a less than cumulatively considerable impact.**

UTILITIES AND SERVICE IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

The 2012 GP EIR determined that Utilities and Service Impacts would be less than significant. Although, the Program 10 - Alternative Sites Project provides additional housing in lieu of mixed use, commercial, industry and lower density residential, it is not anticipated to result in a significant increase of impacts related to an increase demand for water supply thereby requiring additional water infrastructure beyond what was analyzed in the 2012 GP EIR.

Water Supply: The Placer County Water Agency (PCWA) provides domestic water service in the City of Rocklin. PCSWA plans to increase the total available water supply with a new permanent American River Pump Station and Sacramento Rover Diversion. In its 2015 Urban Water Management Plan, PCWA estimated that Rocklin was anticipated to have the greatest expansion of development at build-out. PCWA concluded that its water entitlements were sufficient to meet the projected demands based on 2012 General Plan land use designations and uses with buildout of 76,136 persons and 29,283 housing units.

As required by State law, the City of Rocklin consulted with PCWA in the development of the 2012 General Plan to assure that there will be adequate water supply to serve future development. The City of Rocklin 2012 GP EIR also concluded that PCWA has adequate and reliable water supplies during normal and dry years to meet demand projected in association with the 2012 General Plan. The City coordinates directly with the PCWA to ensure sufficient water supply is available for development.

The Public Facilities and Services Element includes policies to facilitate water conservation to help maintain adequate water supply for the community.

Sewer Capacity: The South Placer Municipal Utility District (SPMUD) provides wastewater conveyance services to the City of Rocklin. SPMUD is a partner in the South Placer Wastewater Authority (SPWA) which provides wastewater treatment for the City of Rocklin and other municipalities via Regional Wastewater Treatment facilities.

The SPMUD has indicated that the City's 2012 General Plan, in combination with other projects in the area, would not have a significant unanticipated cumulative impact on wastewater conveyance and treatment. The contribution of growth under the 2012 General Plan would not trigger the need for new regional wastewater conveyance or treatment beyond what has already been planned for by the SPMUD and SPWA. Regional wastewater conveyance and treatment was planned for in the SPWA's 2020 Systems Evaluation and Capacity Assurance Plan, which considered buildout development based on general plans and specific plan as of June 2012, plus future growth for cities and county areas within their service area. The Systems Evaluation also included approved or near certain changes in zones areas where redevelopment is anticipated in Roseville, Loomis, and Rocklin. Therefore, regional conveyance and treatment facilities for the buildout of the SPWA service area, including likely land use intensifications, have been planned for in the systems evaluation. Sewer line extensions and any necessary upsizing of existing line are routinely addressed as part of the development review process. The sewer modeling performed as part of this plan suggested that the Antelope Creek and Secret Ravine areas, aging infrastructure may affect the long-term sewer capacity, however, long-term capital improvements are planned on these trunk sewers to address the potential for sewer overflows during wet weather. No system deficiencies were found in the Pleasant Grove basin which serves west Rocklin. Additionally, in 2014 the City Council passed Resolution 2014-15 which authorized the City Manager to enter into an agreement with SPMUD for the funding and construction of the planned replacement of the Atherton Trunk Sewer. That replacement project has since been completed.

Impacts to utilities and service systems resulting from implementation of the Program 10 - Alternative Sites Project would be consistent with the impacts analyzed in the 2012 GP EIR, which were determined to be less than significant impacts. To offset potential impacts, City impact fees are required to be paid prior to issuance of a building permit or Certificate of Occupancy, as the case may be.

Additionally, the following General Plan policies to be implemented on a project basis assist in avoiding or minimizing impacts associated with increased demand for wastewater treatment, solid waste services, electrical, natural gas, and telecommunications services: PF-1, PF-2, PF-3, PF-5, PF-29, PF-33, PF-35, PF-37, PF-38, PF-39 and PF-40. These General Plan policies relating to requiring that any development that generates the need for public services and facilities, including equipment, pay its proportional share of providing those services and facilities and requiring that construction of private development projects be coordinated with the construction of public facilities and services that are needed to serve the project, requiring solid waste collection services to ensure the maintenance of health standards, and requiring undergrounding of utility lines in new development, minimizing the need to trench City streets by requiring the installation of telecommunications conduit in new development and major street

reconstructions, ensuring that the City is properly compensated, to the extent allowed by law, by utility and telecommunications companies for the use of City rights-of-way.

Site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that utility impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe utility impacts than what was evaluated in the 2012 GP EIR.

2.1.18 WILDFIRE

WILDFIRE IMPACTS IN 2012 GENERAL PLAN EIR

The 2012 GP EIR did not include a chapter designated to wildfire; however, impacts related to wildfire fire risk were included in the Human Health/Hazards chapter, and impacts related to fire suppression services were included in the Public Services chapter.

Although not large in area, the Rocklin Planning Area is characterized by slopes and open space areas that are subject to the threat of brush and wildland fires. If severe weather conditions occur involving high temperatures and winds, sparks from even distant fires can pose a threat to lives and structures. There is little that can be done to control such risks themselves, other than clearing vegetation in appropriate areas, maintaining vigilance, and requiring adequate access and fire-safe construction materials. The following potential wildfire impacts were identified.

Impact 4.7.1 Implementation of the proposed project could expose people or structures to significant risk of loss, injury, or death involving wildland fires associated with residential development in the wildland-urban interface. However, existing development standards in the Municipal Code and the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this is considered to be a less than significant impact.**

Impact 4.7.4 Implementation of the proposed project could impair implementation of or physically interfere with adopted emergency response and evacuation plans in the Planning Area. However, the 2012 General Plan mitigating policies and their associated action steps ensure the impact will be less than significant. **Therefore, this impact is considered less than significant.**

WILDFIRE IMPACTS WITH PROGRAM 10 – ALTERNATIVE SITES FOR HOUSING/REZONE.

The 2012 GP EIR did not include a chapter specific to wildfire; however, potential impacts related to wildfire risk were identified in the Hazards section and potential impacts related to fire suppression services were included in the Public Services section. The conclusions of the 2012 GP EIR noted that the risk of wildfire is less than significant as noted above.

The Program 10 - Alternative Sites Project would not increase wildland fire hazards in the City beyond the EIR evaluation. The environmental assessment and conclusions of Impacts 4.7.1 and 4.7.4 noted above are accurate with the Program 10 – Alternative Sites Project.

Additionally, the following General Plan policies to be implemented on a project basis assist in avoiding or minimizing wildland fire hazards and emergency response and evacuation plans: S-2, S-3, S-4, S-5, S-16, S-17, S-18, and S-19. These General Plan policies relating to maintaining a City Emergency Operations Plan, coordinating with local and State Emergency Management agencies, identifying in the Emergency Operations Plan evacuation routes and shelter locations for use in case of disasters or emergencies, maintaining appropriate standards for minimum road widths and turnarounds, incorporating fuel modification/fire hazard reduction planning (e.g., weed abatement, open space management plans, firebreaks, planting restrictions) on lands (both public and private) that contain terrain and vegetative features such as grass, woodlands and severe slopes and maintaining inter-jurisdictional cooperation and coordination, including automatic aid agreements with fire protection/suppression agencies in Placer County.

Site-specific projects are required to be consistent with the City's Design Review Guidelines, Zoning Ordinance, applicable General Development Plans, and General Plan policies which will ensure that wildfire impacts are addressed on a project specific basis.

Furthermore, any proposed future development of Program 10 project sites will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary. All mitigation measures identified in the 2012 GP EIR will be incorporated into the individual projects, as applicable.

Therefore, the Program 10 – Alternative Sites Project would not result in new or substantially more severe wildfire impacts than what was evaluated in the 2012 GP EIR.

2.2 FINDINGS

This document serves as the environmental documentation for the City's proposed 2021–2029 Housing Element Program 10 – Alternative Sites Project. This addendum to the City of Rocklin 2012 GP EIR, certified in October 2012 (State Clearinghouse Number 2008072115), demonstrates that the analysis in that General Plan Program EIR adequately addresses the potential physical impacts associated with implementation of the 2012 General Plan, which included buildout to the year 2030 and that none of the

conditions exist that are described in CEQA Guidelines Section 15162 and call for the preparation of a supplemental or subsequent EIR or negative declaration.

The discussion in this addendum confirms that the Program 10 – Alternative Sites Project has been evaluated for significant impacts pursuant to CEQA. The determination is that the 2012 GP EIR evaluated the physical impacts likely to result from future development, which includes the 2021-2029 Housing Element. Physical change to the environment would occur from implementation of the Land Use Element of the General Plan, including the 2021-2029 Housing Element. Therefore, development of housing as considered in the 2021-2029 Housing Element would be consistent with that analyzed in the 2012 GP EIR.

The overall development footprint anticipated in the 2012 GP EIR would not change as a result of implementation of Program 10 – Alternative Sites Project. The 2012 GP EIR analyzed the anticipated impacts on land use resulting from mixed urban development that was contemplated by the General Plan. Furthermore, the 2012 GP EIR evaluated the existing land use patterns and includes policies and programs to address physical and environmental impacts.

The 2021-2029 Housing Element also identifies sites that accommodate the City's RHNA. All development in the city must be consistent with the General Plan, and if it is a discretionary action, would also be subject to CEQA. Regardless, all future development has been considered at a programmatic-level in the 2012 GP EIR.

There are no substantial changes in the circumstances or new information that was not known and could not have been known at the time of the adoption of the 2012 GP EIR. The proposed project consists entirely of land uses permitted by project sites' changed General Plan land use designation and zoning as a result of the 2021-2029 Housing Element and represents no significant change from the overall impacts that were assumed and analyzed by the 2012 GP EIR.

As a result, and for the reasons explained in this addendum, the Program 10 – Alternative Sites Project would not cause any new significant environmental impacts or substantially increase the severity of significant environmental impacts disclosed in the 2012 GP EIR. Thus, the proposed project does not trigger any of the conditions in CEQA Guidelines Section 15162 requiring preparation of a supplemental or subsequent EIR, and the appropriate environmental document, as authorized by CEQA Guidelines Section 15164(b) is an addendum. Accordingly, this EIR addendum has been prepared for the Program 10 – Alternative Sites Project.

The following identifies the standards in CEQA Guidelines Section 15162 as they relate to the project. The text that follows the provisions of the law relates to the proposed 2021–2029 Housing Element.

1. **No substantial changes are proposed in the project which would require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.**

As noted, the 2012 General Plan Program EIR evaluated a total buildout population of 76,136 persons by 2030 with a projected 29,283 total dwelling units Citywide.

According to Tables 7-1 and 7-15 of the 2021-2029 Housing Element, Rocklin has a 2020 population of 70,350 with a total estimated 26,342 housing units or 5,786 persons and 2,941 housing units shy of the projected 2030 estimates evaluated in the 2012 GP EIR.

Infill development of 2,763 additional residential units over the 2021-2029 Housing Element eight-year planning period does not represent a significant increase of housing units and associated potential impacts.

Moreover, although, the Program 10 – Alternative Sites Project committed the City of Rocklin to process a series of legislative General Plan Amendments and Rezones to accommodate its Regional Housing Need, considering the City of Rocklin is essentially built out, the General Plan and Rezones are located entirely on properties, which constitute infill development. As infill development, these properties are slated for development in accordance with the current General Plan and Zoning designations. Accordingly, implementation of the Program 10 – Alternative Sites Project does not propose to develop new lands which may result in direct physical changes to the environment but allocates the provision of affordable housing on infill properties within the housing development projected for the existing land use designations in the Housing Element and Land Use Elements of the General Plan. Although, the policies and programs in the proposed project would change the existing development land use pattern established by the General Plan and evaluated in the 2012 GP EIR, substituting existing mixed use, commercial, industrial and residential land use designations for residential is within the scope of impacts or overriding considerations adopted for the 2012 GP EIR. That is, all lands included in the City's 2012 GP EIR, are infill properties slated for urban development with potential resulting impacts have already been evaluated. Moreover, all future discretionary actions (i.e., use permits, site plan review, design review, tentative parcel maps, tentative subdivision maps, etc.) require independent and project-specific environmental review in compliance with the California Environmental Quality Act (CEQA). Subsequent specific environmental review will assure that project related impacts are less than significant or mitigated to established thresholds. Lastly, future construction in the City must comply with the General Plan, zoning ordinance, state and federal permits, and local development standards.

As discussed previously, the program changes included in the proposed 2021-2029 Housing Element are limited to complying with State law, combining programs with similar intent to aid in implementation, or eliminating programs where the City has already completed the identified task. The 2021-2029 Housing Element also identifies sites that accommodate the City's RHNA as required by State law. The 2021-2029 Housing Element would not affect the urban land use pattern of the City, or result in any physical change to the environment beyond what was previously evaluated in the 2012 GP EIR. That is, all lands evaluated in the 2012 GP EIR were slated for mixed use, commercial, industrial and residential uses. Accordingly, the 2021-2029 Housing Element does not result in any new

environmental impacts or increase the severity of any environmental impacts previously evaluated in the 2012 GP EIR. All development in the City must be consistent with the General Plan, Zoning, Municipal Code, Development Standards and Design Standards, and if it is a legislative or discretionary action, would also be subject to further subsequent CEQA analysis.

As all the sites that the Program 10 – Alternative Sites Project would affect are currently designated for development in the Land Use Element of the General Plan, there would be no change in the physical impact associated with future development. Therefore, policies identified in the General Plan and 2012 GP EIR to reduce physical environmental effects continue to apply to future development and would reduce impacts to the same significance level as identified in the 2012 GP EIR.

2. The project will have one or more significant effects not discussed in the previous EIR.

Because a development project must be consistent with the General Plan, zoning, and development standards of the City, and the implementation of the Program 10 – Alternative Sites Project would not materially affect the developed land use patterns in the city or result in any new physical changes to the environment, the resulting impacts would be identical to the previously certified 2012 GP EIR. There would be no new environmental impacts, or an increase in the severity of any previously identified environmental impacts.

3. Significant effects previously examined will be substantially more severe than shown in the previous EIR.

The proposed project would have the same significant impacts as those disclosed in the certified 2012 GP EIR. The 2012 GP EIR identified significant impacts for air quality, aesthetics/light and glare, transportation and circulation, noise, cultural and paleontological resources, biological resources, and climate change and greenhouse gases. The policies identified in the 2012 GP EIR to reduce physical environmental effects would also apply to the Program 10 – Alternative Sites projects. Although the Program 10 – Alternative Sites Project would affect land use patterns in the city and result in physical changes to the environment, there are no new or more severe significant impacts associated with the proposed Program 10 – Alternative Sites Project than what has been previously analyzed in the 2012 GP EIR

4. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.

As discussed, the proposed project would not create new impacts or the need for additional mitigation measures. All mitigation measures of the 2012 GP EIR will apply to the 2021-2029 Housing Element Program 10 – Alternative Sites Project. Implementation of Program 10 – Alternative Sites Project would not result in significant environmental impacts or increase the severity of any environmental

impacts previously evaluated in the 2012 GP EIR; therefore, there is no need for new environmental review and mitigation measures.

5. **Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.**

   New development resulting from Program 10 – Alternative Sites Project would occur on land designated for development under the 2012 General Plan and/or 2021-2029 Housing Element. Furthermore, all future development in the city would be required to comply with local regulations, including the General Plan, Zoning Code and City Design Standards. Consequently, all projects would be subject to development procedures of the City, such as the Municipal Code, Zoning Code, and subdivision standards. These local regulations guide future development and would address physical and environmental impacts resulting from development. Moreover, the City's Zoning Code contains a list of permitted uses for each respective zoning district. The 2012 GP EIR anticipated physical and environmental impacts associated with the commercial, industrial and residential permitted uses in the City's Zoning Code and would, therefore, result in no new impact as part of development of those land uses. The policies identified in the 2012 GP EIR to reduce physical environmental effects would continue to apply to all development associate with the Program 10 – Alternative Sites Project and serve to mitigate any potential physical and environmental impacts.

2.3 CEQA DETERMINATION

No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous 2012 GP EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as the term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the previously certified 2012 GP EIR is adequate, and this evaluation serves as an Addendum to the 2012 GP EIR (SCH No. 2008072115).

_____ _____

Signature Date

David Mohlenbrok Community Development Director

Printed Name Title

EXHIBIT B

NOTICE OF EXEMPTION

TO: County Clerk, County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

FROM: City of Rocklin
CDD – Planning
3970 Rocklin Road
Rocklin, CA 95677

Project Title: City of Rocklin 2021-2029 Housing Element Program 10 – Alternative Sites
ENV2025-0009, GPA2024-0001, Z2025-0001

Project Location - Specific: Assessor's Parcel Numbers (APNs): 010-010-016, -017, -028, -029; 010-025-001; 010-026-001; 010-040-025, -038, and 040; 010-191-004; 010-210-002, -007, -013, -020 through -022; 010-260-002, -011, and -046; 017-276-003, -005 and -006; 045-011-001, -012 and -017; 045-031-013 and -014; 045-053-039 and -044; 045-061-027; 045-090-062; 045-120-028 and -029; 045-150-070; 045-161-007; 365-020-076; and 378-020-006.

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

Description of Nature, Purpose and Beneficiaries of Project: The project proposes to amend the general plan and rezone approximately 141 acres of vacant and underutilized land to comply with State-mandated requirements, in alignment with Program 10 of the City's 2021–2029 Housing Element.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: The applicant is City of Rocklin (David Mohlenbrok); 3970 Rocklin Road, Rocklin, CA 95677; (916) 625-5162.

Exempt Status (Check one)

_x_ Statutory Exemption: California Public Resources Code Sec. 21080.085

Reasons why the project is exempt. The legislature has adopted CA Public Resources Code Section 21080.085 exempting from CEQA rezoning projects that are approved to implement Housing Element programs. The project involves rezoning approximately 141 acres of land to comply with Program 10 of the City's 2021-2029 Housing Element and is therefore statutorily exempt.

Contact Person: David Mohlenbrok, Community Development Department Director

Date received for Filing: _____

Signature: _____
David Mohlenbrok, Community Development Department Director

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A GENERAL PLAN AMENDMENT FOR THE 2021-2029 HOUSING ELEMENT PROGRAM 10 – ALTERNATIVE SITES FOR INCLUSION IN THE APPROVED INVENTORY OF SITES FOR THE REGIONAL HOUSING NEEDS ALLOCATION (RHNA) PROJECT AND THE ROCKLIN WEST ANNEXATION PROJECT (2021-2029 Housing Element Program 10- Alternative Sites / GPA2025-0001 and Rocklin West Annexation / GPA2024-0001)

WHEREAS, California State law requires that each jurisdiction share the region's housing needs through the Regional Housing Needs Allocation (RHNA) process, which requires that housing for all household income levels be accommodated; and

WHEREAS, to accommodate RHNA obligations, each jurisdiction must have an adequate number of parcels with the development potential and corresponding land use and zoning designations to support high-and medium-density housing developments, in addition to traditional single-family residential housing developments; and

WHEREAS, on October 24, 2021, the City Council of the City of Rocklin adopted the 2021-2029 Housing Element (Resolution No. 2021-153) and approved an Addendum to the 2012 General Plan Environmental Impact Report for the 2021-2029 Housing Element (Resolution No. 2021-152); and

WHEREAS, the 2021-2029 Housing Element, Program 10 – Inventory of Sites for Housing/Rezone Implementation committed the City to rezoning and amending the land use designation of approximately 240 total acres of land to meet the State's mandated inventory of "Low" and "Moderate" income to comply with the City's Regional Housing Needs Allocation (RHNA); and

WHEREAS, on December 10, 2024, the City Council of the City of Rocklin approved a General Plan Amendment (Resolution No. 2024-274) and adopted the Residential Minimum Density Overlay (RMDO) District (Ordinance No. 1183) to support the implementation of Program 10; and

WHEREAS, due to the application for and the approval of several development projects, subsequent to the adoption of the 2021-2029 Housing Element and Program 10, several of the originally identified sites no longer qualify to be on the list, and alternative sites are required to be rezoned and redesignated accommodate the City's RHNA requirements; and

WHEREAS, in order to comply with the requirements of Program 10 of the Housing Element and RHNA requirements, the City is required to rezone and amend General Plan

land use designations to provide for alternate sites to accommodate the City's RHNA obligations; and

WHEREAS, an Addendum to the 2012 General Plan Environmental Impact Report has been identified by staff as the appropriate level of environmental review for this specific General Plan Amendment. In addition, the legislature has adopted CA Public Resources Code Section 21080.085 exempting from CEQA redesignating/rezoning projects that are approved to implement Housing Element programs. The project complies with Program 10 of the City's 2021-2029 Housing Element and is therefore statutorily exempt. Both the Addendum and the Notice of Exemption have been approved via Resolution No. 2025-____; and

WHEREAS, the City Council has considered the effect of the approval of this General Plan Amendment (GPA2025-0001) on the housing needs of the region, and balanced those needs against the public service needs of its residents and available fiscal and environmental resources. The project amends the General Plan to facilitate the development of vacant and underutilized sites, consistent with the requirements of Program 10 of the Housing Element. The potential construction of future residential units on these sites would allow for increased housing availability; and

WHEREAS, the subject sites are physically suited for the land uses allowed by the proposed amendment in terms of topography and availability of services. The subject sites are also generally flat, have access to public streets, and public utilities are readily available; and

WHEREAS, the land uses allowed by the proposed amendment are consistent with and implement the goals and policies of the City of Rocklin's General Plan, including the 2021-2029 Housing Element. This proposed redesignation would also help the City to meet its RHNA requirements; and

WHEREAS, the project will increase the City's inventory of sites available for lower- and moderate-income housing, thereby supporting compliance with RHNA requirements and ensuring no net loss of development opportunity. As such, approval of the project is consistent with the provisions of Senate Bill 166; commonly referred to as the "No Net Loss Law"; and

WHEREAS, the proposed General Plan Amendment (GPA2025-0001) will amend the General Plan land use designations of the affected parcels and the General Plan Land Use Map, as depicted in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, on January 23, 2024, the City Council of the City of Rocklin approved the West Oaks Apartments Design Review application (DR2022-010) (Resolution No. 2024-038). The project approval allows for the development of a 371-unit apartment community on approximately 15.9 acres on Assessor's Parcel Numbers (APNs) 365-020-

067, -068, -069, -070, -071, and -072. The project site also includes an approximately 3.4-acre portion of former Caltrans right-of-way, APN 365-020-076, which is located to the north and adjacent to the other parcels, outside of the current city limits; and

WHEREAS, on August 13, 2024, the City Council of the City of Rocklin approved a Resolution of Intent (ROI) to Annex APN 365-020-076 into the City of Rocklin boundaries (Resolution No. 2024-190); and

WHEREAS, on February 25, 2025, the City Council of the City of Rocklin approved an application to Pre-Zone APN 365-020-076 as Planned Development 24 Units Per Acre Minimum (PD-24+) and Open Space (OS) (Ordinance No. 1187); and

WHEREAS, to consolidate actions and reduce the number of General Plan Amendments processed within a single year, a request for a General Plan Amendment (GPA2024-0001) is also being processed to redesignate APN 365-020-076 from Light Industrial (LI) and Recreation Conservation (R-C) to High Density Residential (HDR) and R-C, consistent with the associated and approved Pre-Zone (Ordinance No. 1187) and West Oaks Apartments Design Review (Resolution No. 2024-038); and

WHEREAS, the land uses allowed by the proposed amendment are consistent with and implement the goals and policies of the Rocklin General Plan, including the Housing Element. Redesignation would allow for development of a previously-approved project, consistent with conditions of approval, and would help to facilitate additional housing within the area; and

WHEREAS, the City of Rocklin Planning Commission recommended approval, with consideration for the removal of Sites 1-18 and 1-19, of the proposed General Plan Amendment (GPA2025-0001) with a vote of 5-0 on August 5, 2025.

Section 1.

A. The City Council of the City of Rocklin hereby approves the amendments to the General Plan Land Use Map for the 2021-2029 Housing Element Program 10 – Alternative Sites, as depicted in Exhibit A, on file with the Community Development Department and incorporated herein by this reference.

B. The City Council of the City of Rocklin hereby approves the amendments to the 2021–2029 Housing Element document to update relevant tables to reflect all proposed land use changes, as depicted in Exhibit B, on file with the Community Development Department and incorporated herein by this reference.

C. The City Council of the City of Rocklin hereby approves the amendments to the General Plan Land Use Map for the Rocklin West Annexation Project, as depicted in Exhibit C, on file with the Community Development Department and incorporated herein by this reference.

PASSED AND ADOPTED this 26th day of August, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

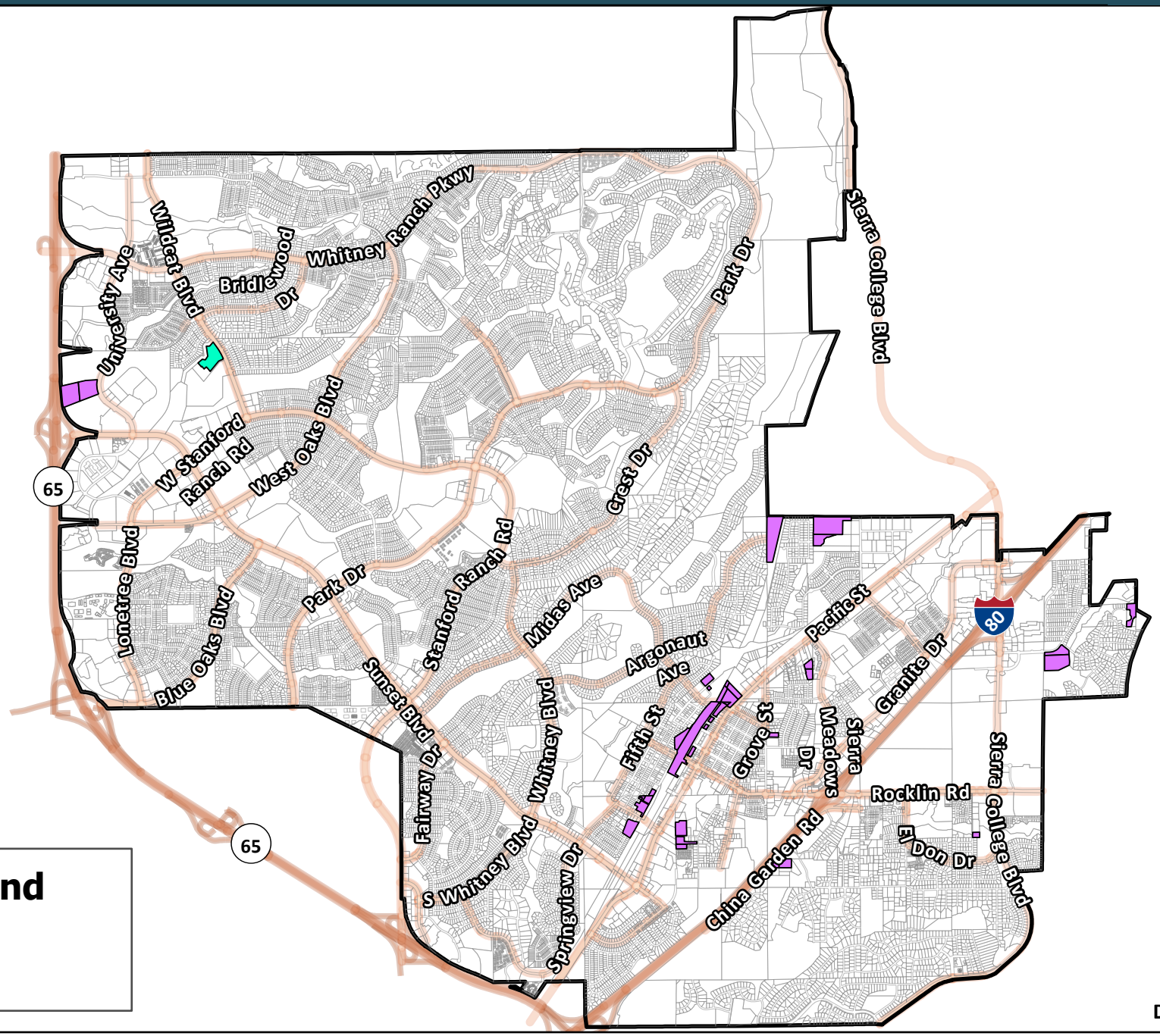
General Plan Amendment for Land Use Designation Affected Parcels Map

2021-2029 Housing Element Program 10 – Alternative Sites

(GPA2025-0001)

General Plan Amendments

ROCKLIN
CALIFORNIA



Date: 08/07/2

Exhibit B
Housing Element Text Changes
2021-2029 Housing Element Program 10 – Alternative Sites
(GPA2025-0001)

The text of the 2021-2029 Housing Element and associated figures shall be modified to include the Alternative Sites, as approved by City Council.

Table 7-41: Comparison of Regional Housing Need and Site Capacity

2021 Housing Element Numbers + Alternative RHNA Sites (2025)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Surplus
			Res	Mixed Use	Res	Mixed Use				
Very Low	1,911	481	1,997	306	1,209	368	30	0	3,909	366
Low	1,151									
Moderate	771	-	1,786	32	0	188	10	0	2,016	1,245
Above Moderate	1,828	-	235	0	0	0	0	2,987	3,222	1,394
Total	**5,661**	**481**	**4,018**	**338**	**1,209**	**556**	**40**	**2,987**	**9,147**	**3,005**
		3,543	**2,303**		**1,576**					

Source: City of Rocklin, July 2025

*Capacity is based on implementation of Program 10.

2021 Housing Element Numbers (2021 w/ Corrections)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Surplus
			Res[1]	Mixed Use[2]	Res[3]	Mixed Use[4]				
Very Low	1,911	481	1,365	583	1,497	369	30	0	3,844	301
Low	1,151									
Moderate	771	0	805	42	0	190	10	0	1,047	276
Above Moderate	1,828	0	0	0	0	0	0	1,980	1,980	152
Total	**5,661**	**481**	**2,170**	**625**	**1,497**	**559**	**40**	**1,980**	**6,871**	**729**
		3,543	**1,948**		**1,866**					

Source: City of Rocklin, November 2020

*Capacity is based on implementation of Program 10.

Due to corrections in original calculations:

[1] Vacant Site Capacity - Res (Moderate) should have been 805 not 0

[2] Vacant Site Capacity - Mixed Use (Moderate) should have been 42 not 0

[3] Underutilized Site Capacity - Residential (Moderate) should have been 0 not 805

[4] Underutilized Site Capacity - Mixed Use (Moderate) should have been 190 not 195

2021 Housing Element Numbers (2021)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Surplus
			Res	Mixed Use	Res	Mixed Use				
Very Low	1,911	481	1,365	583	1,497	369	30	0	3,844	301
Low	1,151									
Moderate	771	0	0	0	805	195	10	0	1,010	239
Above Moderate	1,828	0	0	0	0	0	0	1,980	1,980	152
Total	**5,661**	**481**	**1,365**	**583**	**2,302**	**564**	**40**	**1,980**	**6,834**	**692**
		3,543	**1,948**		**1,866**					

Source: City of Rocklin, November 2020

*Capacity is based on implementation of Program 10.

Table 7-42: Available Sites to Accommodate the Lower Income RHNA

Site #	APN	Total Acreage	Assumed Acreage	Location	Existing GP	Proposed GP	Existing Zoning	Proposed Zoning	Assumed Density	Unit Capacity	NOTES	Previous Site
VACANT RESIDENTIAL SITES												
1	045-013-022-000	6.00	6.00	Between Granite Dr and Pacific St / near Dovetail Dr	HDR	-	M-2/ R24+	-	30	180		Site 18
~~2~~	~~010-270-008-000~~	~~-~~	~~-~~	~~5345 S Grove St~~	~~HDR~~	~~-~~	~~PD-R/ R24+~~	~~-~~	~~-~~	~~-~~	~~MOVED TO ABOVE MODERATE - Grove St Apartments / 78 units on 2.71 acres~~	~~Site 19~~
3	016-220-005-000 016-220-004-000 016-220-006-000	0.44 0.44 0.41	1.29	W side of Sunset Bl between Springview Meadows / Third St and Whitney Bl	HDR	-	C-1/ MU24+	-	30	39		Site 10 (portion)
4	~~045-131-001-000~~ ~~045-131-003-000~~ 045-131-014-000	13.42	7.34	Rocklin Rd and El Don Dr	HDR	-	PD-15.5	~~Res-24+~~	-	180	Sierra College Senior Apartments / DR2021-0002 / 180 Senior Apts (179 Affordable) / 7.3 acres / Expires 12/6/25	Site 26
5	010-024-002-000 010-023-002-000	1.20 1.25	2.45	Midas Av between UPRR and Meadow Wy	HDR	-	UN/ R24+	-	30	74		Site 15
6	045-013-023-000 045-013-024-000	7.58 5.06	7.50	Pacific St near Brace Rd - Former Bella Vida site	HDR	-	C-2/ R24+	-	30	225	Significant OS / Floodplain acreage reduced	Site 17
7	017-276-004-000	25.00	10.00	W side of University Av / Adjacent to SR 65	HDR	-	PD-LI/ R24+	-	30	300	large majority wetlands, assumed 10 net acres	Site 2
8	045-101-059-000	1.48	1.48	Granite Dr near Rocklin Rd	HDR	-	C-2/ R24+	-	30	44		Site 20
~~9~~	~~017-281-014-000~~ ~~017-281-024-000~~	~~-~~	~~-~~	~~W side of Lonetree Bl, between Atherton Rd and W Oaks Bl~~	~~LI~~	~~MU~~	~~PD-IP~~	~~Res-24+~~	~~-~~	~~-~~	~~MOVED TO ABOVE MODERATE - Lonetree Apartments - Phase 1~~	~~Site A-6 (portion)~~
~~10~~	~~017-281-015-000~~ ~~017-281-025-000~~	~~-~~	~~-~~	~~W side of Lonetree Bl, between Atherton Rd and W Oaks Bl~~	~~LI~~	~~MU~~	~~PD-IP~~	~~Res-24+~~	~~-~~	~~-~~	~~MOVED TO ABOVE MODERATE - Lonetree Apartments - Phase 1~~	~~Site A-6 (portion)~~
1-1	010-040-025-000	2.65	2.65	Behind Peter Hill Heritage Park	MDR/MU	HDR	R1-5/C-2	Res-24+	30	80		
1-2	010-040-038-000	16.96	1.80	ROW along Front St. and Railroad	MU	HDR	C-2	Res-24+	30	54		
1-3	010-210-002-000 010-210-007-000	2.07 0.11	2.18	5476 Front Street Part of 5476 Front	MU	HDR	R1-6/H-D H-D	Res-24+	30	65		
1-4	010-210-013-000 010-210-020-000 010-210-021-000 010-210-022-000	0.59 0.99 0.14 0.26	1.98	5420 Front St 5450 Front Behind 5450 Front Behind 5450 Front	MU MDR 	HDR	H-D R1-6 	Res-24+	30	59		
1-5	010-260-002-000	3.02	3.02	5465 Ruhkala Rd	MDR	HDR	RD-4	Res-24+	30	91		
1-6	010-260-011-000	0.93	0.93	5555 Ruhkala Rd	MDR	HDR	RD-8	Res-24+	30	28		
1-7	010-260-046-000	0.93	0.93	5515 Ruhkala Rd	MDR	HDR	RD-8	Res-24+	30	28		
1-8	017-172-014-000	11.90	11.70	Wildcat Blvd	HDR	-	PD-20	-	-	288	MOVED FROM MODERATE / CONSTRUCTED - Terracina @ Whitney Ranch / 288 Apts (255 Affordable)	Moderate
1-9	045-031-013-000 045-031-014-000	1.14 1.26	2.36	4455 Circuit Ct 4465 Circuit Ct	MDR	HDR	R1-6	Res-24+	30	71		
1-10	045-053-039-000 045-053-044-000	6.62 2.50	3.50	South of Schriber Way and Lakepointe	MDR/R-C	HDR	R1-12.5/OA PD-OA	Res-24+	30	105		
1-11	045-090-062-000	1.16	1.16	Flag lot on Grove at Cedar	MDR	HDR	PD-4.5	Res-24+	30	35		
1-12	045-120-029-000 045-161-007-000	1.03 0.69	1.72	5520 China Garden Road N terminus of Ambassador Dr	MDR MDHR	HDR	R1-10 PD-14	Res-24+	30	52		
	Acreage (2025)	**117.23**	**69.99**						**Units (2025)**	**1,997**		
	Acreage (2021)	**80.83**	**45.59**						**Units (2021)**	**1,365**		
	Difference	**36.40**	**24.40**	**acreage**						**632**	**units**	
VACANT MIXED USE SITES												
~~11~~	~~378-010-013-000~~ ~~378-010-014-000~~ ~~378-010-015-000~~	~~-~~ ~~-~~ ~~-~~	~~-~~	~~NWC of W Stanford Ranch Rd and Wildcat Bl~~	~~BP/C/LI~~	~~MU~~	~~BP/C/LI~~	~~MU-24+~~	~~-~~	~~-~~	~~DELETE - Commercial development entitlements (Chapa-De)~~	~~NEW Site A-10~~
12	010-162-001-000	1.29	1.29	Pacific St and Bush St	MU	-	C-4/ MU24+	-	15	19		Site 13
13	017-284-006-000 ~~017-284-029-000~~ ~~017-284-028-000~~ ~~017-284-030-000~~ ~~017-284-027-000~~	1.88 ~~-~~ ~~-~~ ~~-~~ ~~-~~	1.88	S side of W Lonetree Bl	MU	-	PD-BP/C/ MU24+	-	15	28	Partial commercial development entitlements and construction	Site 6 (portion)

Table 7-42: Available Sites to Accommodate the Lower Income RHNA

Site #	APN	Total Acreage	Assumed Acreage	Location	Existing GP	Proposed GP	Existing Zoning	Proposed Zoning	Assumed Density	Unit Capacity	NOTES	Previous Site
14	016-230-003-000 016-230-002-000 016-230-001-000	0.42 0.42 0.42	1.26	W Sunset Bl between Springview Meadows / Third St and Whitney Bl	MU	-	PD-MU/ MU24+	-	15	19		Site 10 (portion)
15	010-082-059-000	1.28	1.28	Grove St and Pacific St	MU	-	C-3/ MU24+	-	15	19		Site 16 (portion)
16	010-040-039-000 010-121-001-000 010-121-002-000 010-121-004-000 010-121-005-000 010-121-006-000	0.91 1.38 0.08 0.15 0.22 0.15	2.89	S of Pine St, W of Pacific St, N of Oak St, and E of Railroad Av	MU	-	C-4/ MU24+	-	-	110	Pacific Street Apartments / AD2025-0001 / 6 parcels - 2.9 acres - 110 units	Site 14 (portion)
17	~~017-284-026-000~~ 017-284-032-000	0.92	0.92	S side of W Lonetree Bl	RC	MU	PD-BP/C	Res-24+	15	14	Partial commercial development entitlements	Site 6 (portion)
~~18~~	~~017-281-016-000~~	-	-	~~NWC of Lonetreet Bl and W Oaks Bl~~	~~LI~~	~~MU~~	~~PD-IP~~	~~Res-24+~~	-	-	~~MOVED TO ABOVE MODERATE - Lonetree Apartments - Phase 2~~	~~Site A-6 (portion)~~
~~19~~	~~017-284-015-000~~	-	-	~~NEC of Lonetree Bl and W Oaks Bl~~	~~LI~~	~~MU~~	~~PD-IP~~	~~Res-24+~~	-	-	~~MOVED TO ABOVE MODERATE - Stanford Ranch 6.8 Apts~~	~~Site A-6 (portion)~~
20	017-190-045-000	2.64	1.85	Stanford Ranch Rd and Victory Ln	MU	-	PD-BP/C/ MU24+	-	15	28	Partial Commercial Application (Southern Portion - 0.79 acres)	Former Site 8 now portion of Site A-12
1-13	378-020-006-000	6.34	4.60	1800 Wildcat Blvd.	BP/COMM/LI	MU	PD-BP/CP/LI	MU-24+	15	69	Sierra Wilds Apartments (DR2025-0005)	
	Acreage (2025)	**18.50**	**15.97**						**Units (2025)**	**306**		
	Acreage (2021)	**39.84**	**39.18**						**Units (2021)**	**583**		
	Difference	**-21.34**	**-23.21**	**acreage**						**-277**	**units**	
UNDERUTILIZED RESIDENTIAL SITES												
21	016-170-014-000	3.09	3.09	Sunset Bl and Coronado Wy	HDR	-	PD-15/ R24+	-	30	93	Currently a church. Potential to construct housing on the north and west portions of the site.	Site 9
22	045-052-038-000	24.07	16.9	W side of Sierra College Bl, S of Dominquez Rd	HDR	-	PD-C/ R24+	-	30	507	Single family home on site. Owner interested in developing a multi-family home on the site. Site also has biological resources, so acreage is reduced.	Site 22
23	045-052-012-000	1.60	1.60	W side of Sierra College Bl, just N of College Campus property and S of Secret Ravine Dr	HDR	-	PD-OA/ R24+	-	30	48	Single-family home on the southern half of the site. Acreage reduced due to open space and creek on-site.	Site 23
24	016-230-013-000 016-230-011-000 016-230-012-000	0.38 0.39 0.4	1.17	E side of Sunset Bl between Springview Meados / Third St and Whitney Bl	HDR	-	C-1/ R24+	-	30	35	Approximately 1/4 of 016-230-011-000 is covered by a parking lot.	Site 11
~~25~~	~~365-020-067-000~~ ~~365-020-072-000~~ ~~365-020-071-000~~ ~~365-020-069-000~~ ~~365-020-070-000~~ ~~365-020-068-000~~	- - - - - -	-	~~Lonetree Bl and terminus of W Oaks Extn / Adjacent to SR 65 - E portion only~~	~~BP/C/LI~~	~~HDR~~	~~PD-BP/C/LI~~	~~Res-24+~~	-	-	~~MOVED TO ABOVE MODERATE - West Oaks Apartments~~	~~Site 5~~
26	016-351-035-000	6.50	6.50	Pacific St at Roseville/Rocklin border (6355 Pacific St)	HDR	-	M-2/ R24+	-	30	195	Auto dismantler on-site that would need to be removed in order to develop housing.	Site A-1
27	016-460-030-000	5.25	5.25	Fairway Dr and Stanford Ranch Rd (6500 Fairway Dr)	HDR	-	PD-C/ R24+	-	30	158	Storage facility on-site that would need to be removed in order to develop housing.	Site A-3
~~28~~	~~016-410-008-000~~	-	-	~~Corner of Springview Dr and Hearthstone Cir (5901 Springview Dr)~~	~~RC~~	~~HDR~~	~~PD-C~~	~~Res-24+~~	-	-	~~DELETE - Existing storage facility~~	~~Site A-4~~
29	045-031-041-000	2.46	2.46	W side of Sierra Meadows Dr at Tuttle Dr (2340 Sierra Meadows Dr)	HDR	-	PD-LI/ R24+	-	30	74	Storage facility on-site that would need to be removed in order to develop housing.	Site A-5
1-14	045-120-028-000	2.10	1.50	5705 KELLER CT	MDR	HDR	R1-10	Res-24+	30	45		

Table 7-42: Available Sites to Accommodate the Lower Income RHNA												
Site #	APN	Total Acreage	Assumed Acreage	Location	Existing GP	Proposed GP	Existing Zoning	Proposed Zoning	Assumed Density	Unit Capacity	NOTES	Previous Site
1-15	010-025-001-000	1.60	1.82	4600 Third Street	RC	HDR	UN	Res-24+	30	55		
	010-026-001-000	0.22										
	Acreage (2025)	48.06	40.29						Units (2025)	1,209		
	Acreage (2021)	59.66	49.99						Units (2021)	1,497		
	Difference	-11.60	-9.70	acreage						-288	units	
UNDERUTILIZED MIXED USE												
~~30~~	~~010-030-006-000~~	~~-~~	~~-~~	~~Grove and Pacific St~~	~~RC~~	~~MU~~	~~C-3~~	~~MU-24+~~	~~-~~	~~-~~	~~DELETE - Commercial Development Entitlement~~	
31	010-030-005-000	0.15	0.31	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	5	Single-family home on the eastern portion of the site. Some small accessory buildings (possibly a shed) on the western portion.	Site 16 (portion)
	010-030-004-000	0.16										
32	010-030-007-000	2.65	2.65	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	40	Currently Royal Oaks Mobile Home Park.	Site 16 (portion)
33	010-030-001-000	0.95	0.95	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	14	Western half of the lot (street frontage) is a car wash. Eastern half is vacant.	Site 16 (portion)
34	010-082-063-000	0.58	1.35	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	20	Outdoor recreation vehicle sales building would need to be removed before development.	Site 16 (portion)
	010-082-061-000	0.77										
35	010-030-002-000	0.45	0.45	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	7	Commercial buildings on-site. Vacant space on northeast quarter of the parcel.	Site 16 (portion)
36	367-160-008-000	6.15	6.15	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	92	Stanford Ranch Plaza with Save Mart and associated parking lot.	Portion A-11
37	367-160-007-000	1.05	3.36	Park Dr and Stanford Ranch Rd	MU		PD-BP/C/ MU24+	-	15	50	Stanford Ranch Plaza with shops and associated parking lot.	Portion A-11
	367-160-009-000	0.55										
	367-160-011-000	0.62										
	367-160-012-000	1.14										
38	367-160-010-000	0.88	0.88	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	13	Stanford Ranch Plaza with bank and associated parking lot.	Portion A-11
39	367-160-014-000	0.80	0.56	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	8	The Shops at Stanford Ranch. Pad site. 0.80 gross ac includes road. Assume 0.56 acre net.	Portion A-12
40	367-160-015-000	0.47	0.47	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	7	The Shops at Stanford Ranch parking.	Portion A-12
41	367-160-016-000	0.88	0.88	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	13	The Shops at Stanford Ranch parking.	Portion A-12
42	367-160-017-000	1.33	1.33	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	20	Stanford Ranch Plaza with shops and associated parking lot.	Portion A-12
43	367-160-018-000	2.52	2.52	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	38	Stanford Ranch Plaza with CVS and associated parking lot.	Portion A-12
44	367-160-019-000	1.76	1.76	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	26	Stanford Ranch Plaza with shops and associated parking lot.	Portion A-12
45	367-160-020-000	0.44	0.44	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	7	The Shops at Stanford Ranch parking.	Portion A-12
46	367-160-021-000	0.44	0.44	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	7	The Shops at Stanford Ranch parking.	Portion A-12
	Acreage (2025)	24.74	24.50						Units (2025)	368		
	Acreage (2021)	25.39	25.15						Units (2021)	369		
	Difference	-0.65	-0.65	acreage						-2	units	

Table 7-42: Available Sites to Accommodate the Lower Income RHNA												
Site #	APN	Total Acreage	Assumed Acreage	Location	Existing GP	Proposed GP	Existing Zoning	Proposed Zoning	Assumed Density	Unit Capacity	NOTES	Previous Site

Overall Total Lower Units	
Current	3,879
Original	3,814
Difference	65

	2021 Acreage	2021 Units	2025 Acreage	2025 Units
Vacant RES	45.59	1,365	69.99	1,997
Underut RES	39.18	583	40.29	306
Vacant MU	49.99	1,497	15.97	1,209
Underut MU	25.15	369	24.50	368
	159.91	3,814	150.75	3,879

Table 7-43: Available Site to Accommodate the Moderate Income RHNA											
Site #	**Site Name**	**APN**	**Acreage**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay**	**Allowable Density**	**Assumed Density**	**Unit Capacity**	**Notes**
VACANT RESIDENTIAL SITES											
	China Garden	~~045-400-013-000~~ 045-110-034-000	4.55	HDR	-	PD-C / R24+	-	No Max	24	106	
	Aguilar Area West	045-110-063-000	3.40	MHDR	-	R-3	-	Up to 15.4	9	30	
		045-110-064-000	0.60	MU/MHDR	-	R-3 / MU24+	-	Up to 15.4	24	14	~~Only Assuming 9.0 Net acres total. Excess (from 12.6 acres and 93 units) removed from this parcel~~
		045-110-065-000	0.40	MU/MHDR	-	R-3 / MU24+	-	Up to 15.4	24	9	
		045-120-072-000	1.60	MHDR	-	R-3	-	Up to 15.4	9	14	
		~~045-120-052-000~~	~~-~~	~~MHDR~~	~~-~~	~~R-3~~	~~-~~	~~Up to 15.4~~	~~-~~	~~-~~	~~DELETE - Existing apartments (1963)~~
		~~045-120-060-000~~	~~-~~					~~Up to 15.4~~			
	~~Sierra Gateway Site~~	~~045-161-014-000, 045-161-015-000, & 045-161-016-000 045-161-031-000~~	~~-~~	~~HDR~~	~~-~~	~~PD-20~~	~~-~~		~~-~~	~~-~~	~~MOVED TO ABOVE MODERATE~~
	~~Sunset Whitney~~	~~016-240-044-000~~	~~-~~	~~HDR~~	~~-~~	~~PD-R~~	~~-~~	~~No Max~~	~~-~~	~~-~~	~~MOVED TO ABOVE MODERATE~~
	~~Sunset Whitney~~	~~016-210-011-000 (portion)~~	~~-~~	~~HDR~~	~~-~~	~~PD-R~~	~~-~~	~~No Max~~	~~-~~	~~-~~	~~MOVED TO ABOVE MODERATE~~
	Snecchi High Density north of Creek	045-053-064-000 (portion)	5.00	HDR	-	PD-C / R24+	-	No Max	30	150	
	~~Terracina at Whitney (aka Whitney Ranch Unit 8)~~	~~017-172-014-000~~	~~-~~	~~HDR~~	~~-~~	~~PD-20~~	~~-~~	~~No Max~~	~~-~~	~~-~~	~~MOVED TO LOWER - Constructed / Affordable~~
1-16	N CORNER OF MIDAS AND PACIFIC	010-010-016-000	1.28	MU	HDR	PD-33	Res-24+	30	30	38	
		010-010-017-000	2.92								
		010-010-028-000	1.77								
		010-010-029-000	0.34								
		010-040-040-000	0.25								
1-17	W Side of University Ave /Adjacent to SR 65	017-276-005-000	12.74	RC	HDR	UN	Res-24+	24+	30	382	
		017-276-006-000		MDR		PD-4.5					
1-18	4099 Yankee Hill Rd	045-011-001-000	9.62	LDR	HDR	RA-5	Res-24+	24+	30	289	
1-19	East of the terminus of Jaybird Place	045-011-012-000	9.00	LDR/MU	HDR	RA-10	Res-24+	24+	30	270	
	West of Delmar Ave at City Limits	045-011-017-000		MU/R-C		RA-10/OA					
1-20	College Park	045-150-070-000	10.00	HDR	HDR	PD-15.5	Res-24+	24+	30	300	
1-21	W of train at Willard Way	010-191-004-000	3.17	MDR	HDR	PD-R	Res-24+	24+	30	95	
1-22	North East of Lily Pad Ct	045-061-027-000	2.97	LDR	HDR	R1-12.5	Res-24+	24+	30	89	
		Acreage (2025)	**69.61**						**Units (2025)**	**1786**	
		Acreage (2021)	**51.06**						**Units (2021)**	**805**	
		Difference	**18.55**	**acres**					**Difference**	**981**	**units**

VACANT MIXED USE SITES											
	Downtown Plan Block 34	010-161-015-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Block 34	010-161-016-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	~~Downtown Plan Blocks 34, 36, 38 and 39~~	~~010-040-039-000~~	~~-~~	~~MU~~	~~-~~	~~C-4/MU10+~~	~~-~~	~~10 to 40~~	~~10~~	~~-~~	~~MOVED TO LOWER - Pacific Street Apartments / Affordable~~
	~~Downtown Plan Blocks 34, 36, 38 and 39~~	~~010-121-002-000~~	~~-~~	~~MU~~	~~-~~	~~C-4/MU10+~~	~~-~~	~~10 to 40~~	~~10~~	~~-~~	
	~~Downtown Plan Blocks 34, 36, 38 and 39~~	~~010-121-004-000~~	~~-~~	~~MU~~	~~-~~	~~C-4/MU10+~~	~~-~~	~~10 to 40~~	~~10~~	~~-~~	
	~~Downtown Plan Blocks 34, 36, 38 and 39~~	~~010-121-005-000~~	~~-~~	~~MU~~	~~-~~	~~C-4/MU10+~~	~~-~~	~~10 to 40~~	~~10~~	~~-~~	
	~~Downtown Plan Blocks 34, 36, 38 and 39~~	~~010-121-006-000~~	~~-~~	~~MU~~	~~-~~	~~C-4/MU10+~~	~~-~~	~~10 to 40~~	~~10~~	~~-~~	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-009-000	0.05	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-010-000	0.07	MU	-	C-4/MU10+	-	10 to 40	10	0	

Table 7-43: Available Site to Accommodate the Moderate Income RHNA											
Site #	Site Name	APN	Acreage	Existing GP	Proposed GP	Existing Zoning	Proposed Overlay	Allowable Density	Assumed Density	Unit Capacity	Notes
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-011-000	0.05	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-012-000	0.10	MU	-	C-4/MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 35 and 37	010-131-006-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Block 33	010-170-002-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-072-002-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-072-012-000	0.20	MU	-	C-4/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-015-000	0.20	MU	-	C-4/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-009-000	0.06	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 40 and 42	010-092-010-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 40 and 42	010-091-018-000	0.20	MU	-	C-4/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-044-000	0.20	MU	-	C-2/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-010-000	0.30	MU	-	C-2/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-013-000	0.20	MU	-	C-2/MU10+	-	10 to 40	10	2	
		Acreage (2025)	3.43						Units (2025)	32	
		Acreage (2021)	4.51						Units (2021)	42	
		Difference	-1.08	acres					Difference	-10	units

UNDERUTILIZED MIXED USE SITES											
	Downtown Plan Blocks 41 and 43	010-071-003-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 41 and 43	010-071-004-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-071-005-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-071-007-000	0.06	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-071-008-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-071-010-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 41 and 43	010-072-001-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-072-003-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-005-000	0.07	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-006-000	0.07	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-007-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 41 and 43	010-072-008-000	0.04	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-010-000	0.06	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-013-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-014-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-016-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-091-017-000	0.50	MU	-	C-4 / MU10+	-	10 to 40	10	5	
	Downtown Plan Blocks 40 and 42	010-091-019-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-091-020-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-091-021-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-012-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 40 and 42	010-092-013-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-014-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-015-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-016-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-001-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-002-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-003-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-004-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-005-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-013-000	0.07	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-015-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-016-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-017-000	0.04	MU	-	C-4 / MU10+	-	10 to 40	10	0	

Table 7-43: Available Site to Accommodate the Moderate Income RHNA											
Site #	Site Name	APN	Acreage	Existing GP	Proposed GP	Existing Zoning	Proposed Overlay	Allowable Density	Assumed Density	Unit Capacity	Notes
	Downtown Plan Blocks 35 and 37	010-131-007-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-131-008-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-131-010-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-131-011-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-132-009-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-010-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-012-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-014-000	0.20	MU	-	R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-015-000	0.30	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-132-016-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-017-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-018-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-019-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-022-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-023-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-007-000	0.40	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	4	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-017-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-020-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-021-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-005-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	~~Downtown Plan Blocks 52, 53, 54, 55, 56 and 57~~	~~010-136-005-000~~	~~0.00~~	~~MU~~	~~-~~	~~C-2 R1-5 / MU10+~~	~~-~~	~~10 to 40~~	~~10~~	~~0~~	~~DELETE - Duplicate APN~~
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-006-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-023-000	0.34	MU	-	C-2 / MU10+	-	10 to 40	10	3	
	~~Downtown Plan Blocks 52, 53, 54, 55, 56 and 57~~	~~010-136-023-000~~	~~0.00~~	~~MU~~	~~-~~	~~C-2 / MU10+~~	~~-~~	~~10 to 40~~	~~10~~	~~0~~	~~DELETE - Duplicate APN~~
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-024-000	0.30	MU	-	C-2 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-025-000	0.26	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-003-000	0.40	MU	-	C-4 / MU10+	-	10 to 40	10	4	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-004-000	0.07	MU	-	C-3 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-005-000	0.07	MU	-	C-3 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-011-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-013-000	0.40	MU	-	C-3 / MU10+	-	10 to 40	10	4	
	~~Downtown Plan Block 33~~	~~010-170-004-000~~	~~0.00~~	~~MU~~	~~-~~	~~PD-C-4 / MU10+~~		~~10 to 40~~	~~10~~	~~0~~	~~DELETE~~
	Downtown Plan Block 33	010-170-005-000	0.10	MU	-	PD-C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Block 33	010-170-012-000	0.20	MU	-	PD-C-4 / MU10+	-	10 to 40	10	2	

Table 7-43: Available Site to Accommodate the Moderate Income RHNA											
Site #	**Site Name**	**APN**	**Acreage**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay**	**Allowable Density**	**Assumed Density**	**Unit Capacity**	**Notes**
	Downtown Plan Block 33	010-170-013-000	0.10	MU	-	PD-C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Block 33	010-170-014-000	0.07	MU	-	PD-C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Block 33	~~010-170-021-000~~ 010-170-029-000	0.58	MU	-	PD-C-4 / MU10+	-	10 to 40	10	5	~~New APN~~
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-019-000	1.00	MU	-	C-2 / MU10+	-	10 to 40	10	10	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-021-000	0.60	MU	-	C-2 / MU10+	-	10 to 40	10	6	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-022-000	1.00	MU	-	C-2 / MU10+	-	10 to 40	10	10	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-036-000	0.20	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-037-000	0.10	MU	-	C-2 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-038-000	0.20	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-039-000	0.10	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-040-000	0.10	MU	-	C-2 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-042-000	0.10	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-056-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Block 6	010-191-018-000	2.00	MU	-	PD-C-2 / MU10+	-	10 to 40	10	20	

Acreage (2025)	**19.80**		**Units (2025)**	**188**		
Acreage (2021)	**19.79**		**Units (2021)**	**190**		
Difference	**0.01**	**acres**	**Difference**	**-2**	**units**	

	2021		2025		Difference	
	Acreage	Units	Acreage	Units	Acreage	Units
Vacant Residential	51.06	805	69.61	1786	18.55	981
Vacant Mixed Use	4.51	42	3.43	32	-1.08	-10
Underutilized Mixed Use	19.79	190	19.80	188	0.01	-2
Total	**75.36**	**1037**	**92.84**	**2006**	**17.48**	**969**

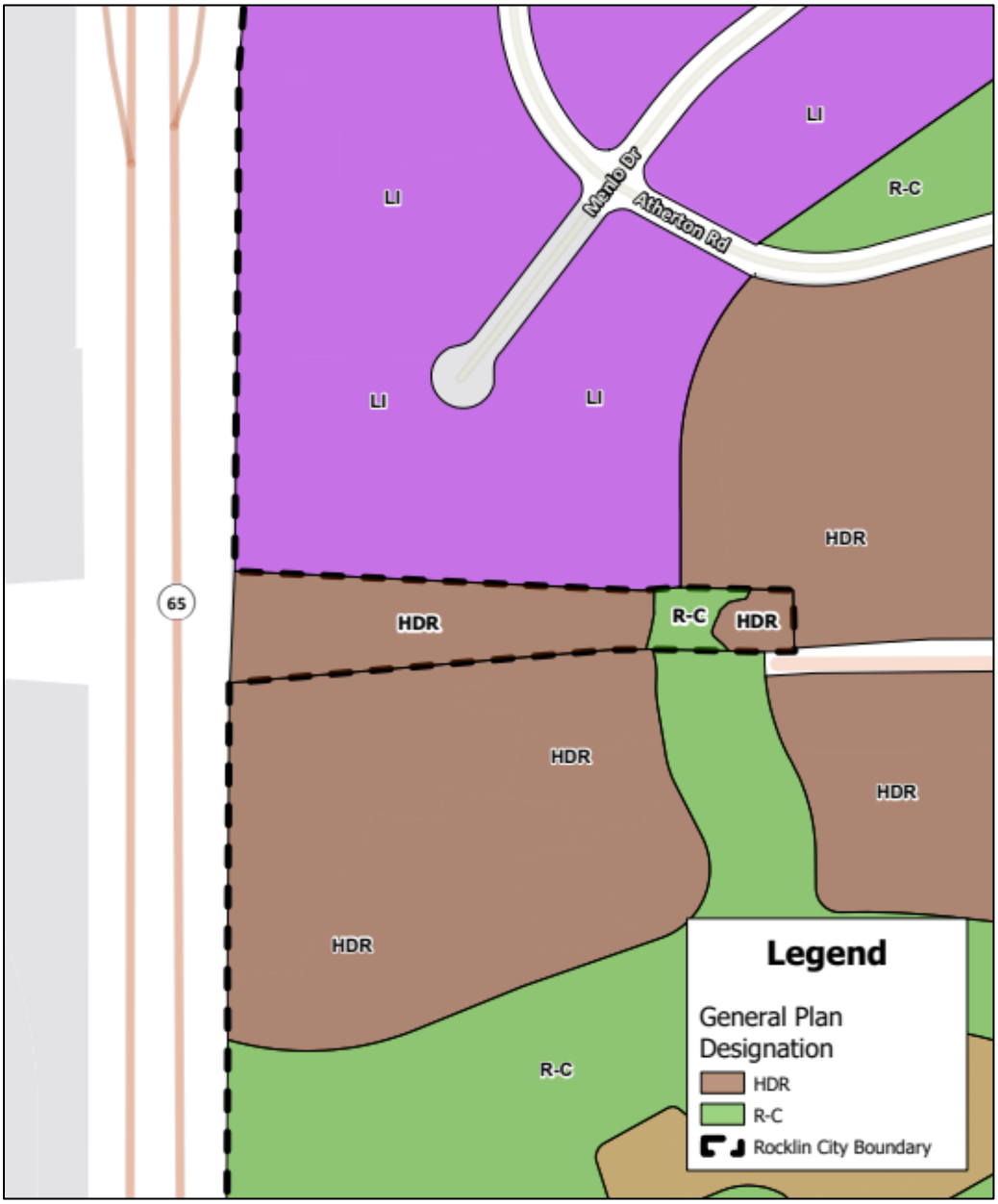
Table 7-44: Capacity to Accommodate the Above Moderate RHNA						
New Map #	**Map #**	**Residential Subdivision Project Name (Construction Name)**	**Zoning**	**Total Assumed Units during the 2021-2029 Planning Period**	**Total Approved units in development**	**Developer**
PROJECTS APPROVED AND GRADING / UNDER CONSTRUCTION						
	10	Crowne Pointe (aka Croftwood) - Phase 4	PD-1.93	17	17	Tim Lewis Communities
	17	Los Cerros Subdivision - Phase 2	PD-1.2	72	72	GBD Communities
	26	Sierra Pine Subdivision	PD-8	199	199	Burrell Consulting Group / Sierra Pine Limited Partnership
	29	Whitney Ranch Phase 2J - Units 65, 66, & 67	PD-2.1, 2.6, 2.4, 1.6	58	131	Sunset Ranchos Investors, LLC /TBD
	33	Rocklin Meadows Subdivision	36	26	27	Rocklin Meadows Greenbrae 22, LLC
	35	Racetrack Subdivision	R1-6	10	10	Rick McGrath/ Equity Smart Investments, LLC
	40	Croftwood 2	PD-2.5	55	55	Jesper Petersen Revocable Trust
	53	Clover Valley Lakes	Various	558	361	Philip D. Oates Trust et al /Massie & Company
	54	Winding Lane Estates	RD-4	25	25	Robert and William Ballow
	68	Whitney Ranch Unit 60, 61A & 61B	~~PD-5.4C~~ PD-6.0 & PD-6.4	139	155	Sunset Ranchos Investors, LLC /TBD
	69	Whitney Ranch Unit 61 C	PD-8.3	61	51	Sunset Ranchos Investors, LLC /TBD
	71	Whitney Ranch Unit 63	PD-3.2C	36	23	Sunset Ranchos Investors, LLC /TBD
	~~72~~	~~Whitney Ranch Unit 64A~~	~~PD-4.1C~~	~~-~~	~~-~~	~~Sunset Ranchos Investors, LLC /TBD~~
	72 & 73	Whitney Ranch Unit 64A & 64B	PD-4.1C and PD-4.7C	136	136	Sunset Ranchos Investors, LLC /TBD
	74	Whitney Ranch Unit 69	PD-3.8C	49	60	Sunset Ranchos Investors, LLC /TBD
	75	Whitney Ranch Unit 50	PD-7.3	68	61	Sunset Ranchos Investors, LLC /TBD
9 & 10		The Harper (aka Lonetree Apartments - Phase 1)	PD-IP	274	237	The Harper LLC
		Whitney Ranch Unit 1	PD-12	51	43	John Mourier Construction Inc
		Sierra Gateway Site	PD-20	196	195	
Total Approved and Grading/Under Construction				**Units (2025)** 2,030 **Units (2021)** 731 **Difference** 1,299	**1,858**	
PROJECTS APPROVED BUT NOT CONSTRUCTED						
		Whitney Walk (formerly Sunset Whitney)	PD-R	155	170	Whitney Sunset 14 LLC
	52	Granite Lakes Estates 2-4	PD-1.5	65	65	Dave Cook / Capital Equity Management Group, Inc
	54	Vista Oaks Subdivision	PD-1.08	100	100	Arroyo Cap IV-1 LLC

Table 7-44: Capacity to Accommodate the Above Moderate RHNA						
New Map #	**Map #**	**Residential Subdivision Project Name (Construction Name)**	**Zoning**	**Total Assumed Units during the 2021-2029 Planning Period**	**Total Approved units in development**	**Developer**
	55	Highlands Parcel A	PD-0.67	20	20	Elliot Homes Inc
2		Grove St Apartments	PD-R/ R24+	81	78	
18		Lonetree Apartments - Phase 2	PD-IP	98	160	The Harper LLC
19		Stanford Ranch 6.8 Apts	PD-IP	101	165	
25		West Oaks Apartments	PD-BP/C/LI	300	371	
Total Projects Approved But Not Constructed			**Units (2025)**	**920**	**1,129**	
			Units (2021)	**1,014**		
			Difference	**-94**		
UNENTITLED LAND						
		Bell Property SE Rocklin (4185 Greenbrae Rd)	R1-10	48	-	NOT ENTITLED
		South of Greenbrae Site	PD-1.5	19	-	NOT ENTITLED
		Snecchi Site south of Creek on Sierra College Boulevard	PD-3.5	63	-	NOT ENTITLED
		College Park (North Site) MDR portion	PD-8.4 / PD-15.4 / PD-P / PD-15.5 / PD-OA	40	-	NOT ENTITLED
		College Park (Sorth Site) south of creek area - MDR Portion	Currently R1-10. Proposed as PD-8.4	25	-	NOT ENTITLED
		LDS Church Site - 046-020-071	PD-2	24	-	NOT ENTITLED
		LDS Church Site - 046-020-072	PD-2	7	-	NOT ENTITLED
		Nightwatch / Galaxy Lane Area - 046-041-001	PD-0.4	5	-	ENTITLEMENT EXPIRED
		Yankee Hill Rd / Independence Place - 010-010-044	RE-30	4	-	NOT ENTITLED
Total Unentitled Land			**Units (2025)**	**235**	**0**	
			Units (2021)	**235**		
			Difference	**0**		
			Total Above Moderate	**3,185**	**2,987**	

	Units (2021)	**Units (2025)**	**Difference**	**Total Units Approved**
Total Approved & Under Construction / Constructed	**731**	**2,030**	**1,299**	**1,858**
Total Approved / Not Under Construction	**1,014**	**920**	**-94**	**1,129**
Total Unentitled	**235**	**235**	**0**	**0**
	1,980	**3,185**	**1,205**	**2,987**

Exhibit C
General Plan Amendment for Land Use Designation Affected Parcel Map
West Rocklin Annexation GPA
(GPA2024-0001)

Assessor's Parcel Number 365-020-076 is hereby redesignated from Light Industrial (LI) and Recreation Conservation (R-C) to High Density Residential (HDR) and R-C, as reflected in the figure below, consistent with the associated and approved Pre-Zone (Ordinance No. 1187) and West Oaks Apartments Design Review (Resolution No. 2024-038).



ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPLYING THE RESIDENTIAL MINIMUM DENSITY OVERLAY DISTRICT TO THE ALTERNATIVE SITES IDENTIFIED FOR INCLUSION IN THE CITY'S REGIONAL HOUSING NEEDS ALLOCATION (RHNA) INVENTORY OF SITES

WHEREAS, the proposed Ordinance would apply the Residential Minimum Density Overlay (RMDO) Overlay to the Alternative Sites identified for inclusion in the Regional Housing Needs Assessment (RHNA) inventory of sites.

WHEREAS, the proposed Zoning amendment is consistent with and implements the policies of the City of Rocklin's General Plan, including the Housing Element. To accommodate RHNA obligations, the City must maintain an adequate number of parcels with the development potential and correct land use and zoning designations to support high-and medium-density housing developments, in addition to the traditional single-family residential housing developments. The proposed Ordinance would help to facilitate these requirements.

WHEREAS, Program 10 of the Housing Element requires the City to rezone and amend General Plan land use designations to apply a General Plan land use designation with the density, size, and location requirements to accommodate the City's RHNA obligations. The proposed Zoning amendment is consistent with this requirement.

WHEREAS, the density allowed by the proposed RMDO Overlay is consistent with and implements the goals and policies of the Rocklin General Plan, including Program 10 of the Housing Element

WHEREAS, the Ordinance is consistent with the 2021-2029 Housing Element Program 10 – Alternative Sites General Plan Amendment (GPA2025-0001) which is being processed concurrently. The General Plan Amendment has been approved via Resolution No. 2025-XX.

WHEREAS, the areas proposed to be amended are physically suited to the uses authorized in the RMDO Overlay. The sites are currently vacant or underutilized. Utilities and other services are available and located within close proximity to the site.

WHEREAS, the proposed amendments are not likely to create serious health problems or create nuisances on properties in the vicinity. Application of the RMDO Overlay does not approve any development on any sites within the City. Any future development would be subject to applicable requirements.

WHEREAS, the City Council has considered the effect of the proposed Zoning Code amendment on the housing needs of the region and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

WHEREAS, the project will increase the City's inventory of sites available for lower- and moderate-income housing, thereby supporting compliance with RHNA requirements and ensuring no net loss of development opportunity. As such, approval of the project is consistent with the provisions of Senate Bill 166; commonly referred to as the "No Net Loss Law".

WHEREAS, the City of Rocklin Planning Commission recommended approval, with consideration for the removal of Sites 1-18 and 1-19, of the proposed Zoning Amendments (Z2025-0001) with a vote of 5-0 on August 5, 2025.

Section 1. 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 2. Environmental Analysis. An Addendum to the 2012 General Plan Environmental Impact Report has been approved by City Council Resolution No. 2025-XX. The City further determines that the 2021-2029 Housing Element Program 10 – Alternative Sites Rezones project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080.85(a) of the California Public Resources Code, in that the project is being proposed to implement the goals and policies of the 2021-2029 Housing Element Program 10 of the General Plan; therefore is not subject to CEQA.

Section 3. Amendment to the Zoning Map. The City's Zoning Map is hereby amended as described in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference.

Section 4. 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 5. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 6. 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 _____, 2025, 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 _____, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading:
Second Reading:
Effective Date:

Exhibit A

Zoning Map Amendments

2021-2029 Housing Element Program 10 – Alternative Sites

(Z2025-0001)

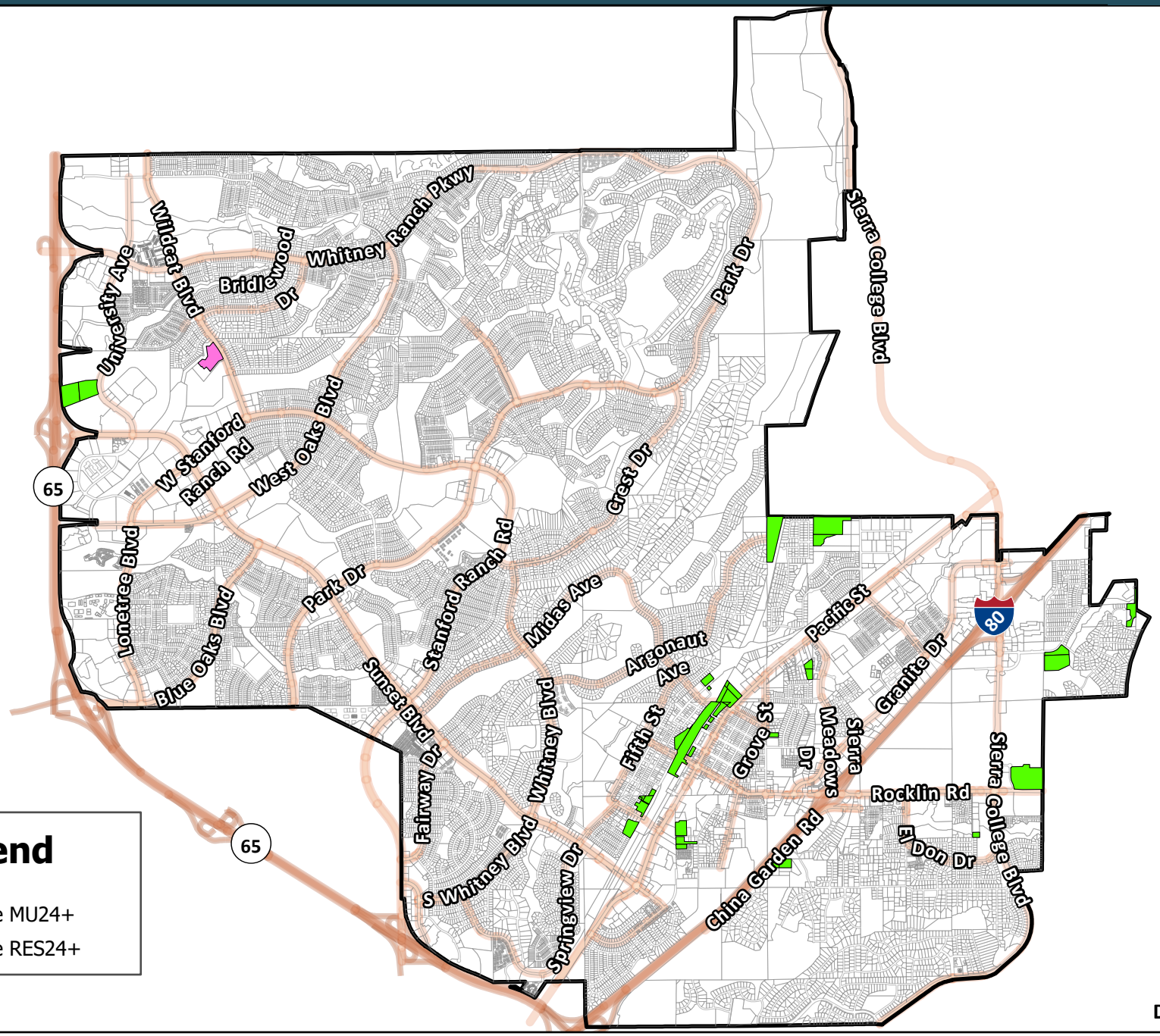
Exhibit B

Zoning Amendment Table

2021-2029 Housing Element Program 10 – Alternative Sites

(Z2025-0001)

RMDO Overlay



Date: 08/07/2

Table 7-41: Comparison of Regional Housing Need and Site Capacity

2021 Housing Element Numbers + Alternative RHNA Sites (2025)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Surplus
			Res	Mixed Use	Res	Mixed Use				
Very Low	1,911	481	1,997	306	1,209	368	30	0	3,909	366
Low	1,151									
Moderate	771	-	1,786	32	0	188	10	0	2,016	1,245
Above Moderate	1,828	-	235	0	0	0	0	2,987	3,222	1,394
Total	**5,661**	**481**	**4,018**	**338**	**1,209**	**556**	**40**	**2,987**	**9,147**	**3,005**
		3,543	**2,303**		**1,576**					

Source: City of Rocklin, July 2025

*Capacity is based on implementation of Program 10.

2021 Housing Element Numbers (2021 w/ Corrections)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Surplus
			Res[1]	Mixed Use[2]	Res[3]	Mixed Use[4]				
Very Low	1,911	481	1,365	583	1,497	369	30	0	3,844	301
Low	1,151									
Moderate	771	0	805	42	0	190	10	0	1,047	276
Above Moderate	1,828	0	0	0	0	0	0	1,980	1,980	152
Total	**5,661**	**481**	**2,170**	**625**	**1,497**	**559**	**40**	**1,980**	**6,871**	**729**
		3,543	**1,948**		**1,866**					

Source: City of Rocklin, November 2020

*Capacity is based on implementation of Program 10.

Due to corrections in original calculations:

[1] Vacant Site Capacity - Res (Moderate) should have been 805 not 0

[2] Vacant Site Capacity - Mixed Use (Moderate) should have been 42 not 0

[3] Underutilized Site Capacity - Residential (Moderate) should have been 0 not 805

[4] Underutilized Site Capacity - Mixed Use (Moderate) should have been 190 not 195

2021 Housing Element Numbers (2021)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Surplus
			Res	Mixed Use	Res	Mixed Use				
Very Low	1,911	481	1,365	583	1,497	369	30	0	3,844	301
Low	1,151									
Moderate	771	0	0	0	805	195	10	0	1,010	239
Above Moderate	1,828	0	0	0	0	0	0	1,980	1,980	152
Total	**5,661**	**481**	**1,365**	**583**	**2,302**	**564**	**40**	**1,980**	**6,834**	**692**
		3,543	**1,948**		**1,866**					

Source: City of Rocklin, November 2020

*Capacity is based on implementation of Program 10.

Table 7-42: Available Sites to Accommodate the Lower Income RHNA												
Site #	**APN**	**Total Acreage**	**Assumed Acreage**	**Location**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Zoning**	**Assumed Density**	**Unit Capacity**	**NOTES**	**Previous Site**
VACANT RESIDENTIAL SITES												
1	045-013-022-000	6.00	6.00	Between Granite Dr and Pacific St / near Dovetail Dr	HDR	-	M-2/ R24+	-	30	180		Site 18
3	016-220-005-000	0.44	1.29	W side of Sunset Bl between Springview Meadows / Third St and Whitney Bl	HDR	-	C-1/ MU24+	-	30	39		Site 10 (portion)
	016-220-004-000	0.44										
	016-220-006-000	0.41										
4	045-131-014-000	13.42	7.34	Rocklin Rd and El Don Dr	HDR	-	PD-15.5	-	-	180	Sierra College Senior Apartments / DR2021-0002 / 180 Senior Apts (179 Affordable) / 7.3 acres / Expires 12/6/25	Site 26
5	010-024-002-000	1.20	2.45	Midas Av between UPRR and Meadow Wy	HDR	-	UN/ R24+	-	30	74		Site 15
	010-023-002-000	1.25										
6	045-013-023-000	7.58	7.50	Pacific St near Brace Rd - Former Bella Vida site	HDR	-	C-2/ R24+	-	30	225	Significant OS / Floodplain acreage reduced	Site 17
	045-013-024-000	5.06										
7	017-276-004-000	25.00	10.00	W side of University Av / Adjacent to SR 65	HDR	-	PD-LI/ R24+	-	30	300	large majority wetlands, assumed 10 net acres	Site 2
8	045-101-059-000	1.48	1.48	Granite Dr near Rocklin Rd	HDR	-	C-2/ R24+	-	30	44		Site 20
1-1	010-040-025-000	2.65	2.65	Behind Peter Hill Heritage Park	MDR/MU	HDR	R1-5/C-2	Res-24+	30	80		
1-2	010-040-038-000	16.96	1.80	ROW along Front St. and Railroad	MU	HDR	C-2	Res-24+	30	54		
1-3	010-210-002-000	2.07	2.18	5476 Front Street	MU	HDR	R1-6/H-D	Res-24+	30	65		
	010-210-007-000	0.11		Part of 5476 Front			H-D					
1-4	010-210-013-000	0.59	1.98	5420 Front St	MU	HDR	H-D	Res-24+	30	59		
	010-210-020-000	0.99		5450 Front								
	010-210-021-000	0.14		Behind 5450 Front	MDR		R1-6					
	010-210-022-000	0.26		Behind 5450 Front								
1-5	010-260-002-000	3.02	3.02	5465 Ruhkala Rd	MDR	HDR	RD-4	Res-24+	30	91		
1-6	010-260-011-000	0.93	0.93	5555 Ruhkala Rd	MDR	HDR	RD-8	Res-24+	30	28		
1-7	010-260-046-000	0.93	0.93	5515 Ruhkala Rd	MDR	HDR	RD-8	Res-24+	30	28		
1-8	017-172-014-000	11.90	11.70	Wildcat Blvd	HDR	-	PD-20	-	-	288	MOVED FROM MODERATE / CONSTRUCTED - Terracina @ Whitney Ranch / 288 Apts (255 Affordable)	Moderate
1-9	045-031-013-000	1.14	2.36	4455 Circuit Ct	MDR	HDR	R1-6	Res-24+	30	71		
	045-031-014-000	1.26		4465 Circuit Ct								
1-10	045-053-039-000	6.62	3.50	South of Schriber Way and Lakepointe	MDR/R-C	HDR	R1-12.5/OA	Res-24+	30	105		
	045-053-044-000	2.50					PD-OA					
1-11	045-090-062-000	1.16	1.16	Flag lot on Grove at Cedar	MDR	HDR	PD-4.5	Res-24+	30	35		
1-12	045-120-029-000	1.03	1.72	5520 China Garden Road	MDR	HDR	R1-10	Res-24+	30	52		
	045-161-007-000	0.69		N terminus of Ambassador Dr	MDHR		PD-14					
	Acreage (2025)	**117.23**	**69.99**						**Units (2025)**	**1,997**		
	Acreage (2021)	**80.83**	**45.59**						**Units (2021)**	**1,365**		
	Difference	**36.40**	**24.40**	**acreage**						**632**	**units**	
VACANT MIXED USE SITES												
12	010-162-001-000	1.29	1.29	Pacific St and Bush St	MU	-	C-4/ MU24+	-	15	19		Site 13
13	017-284-006-000	1.88	1.88	S side of W Lonetree Bl	MU	-	PD-BP/C/	-	15	28	Partial commercial development entitlements	Site 6 (portion)
14	016-230-003-000	0.42	1.26	W Sunset Bl between Springview Meadows / Third St and Whitney Bl	MU	-	PD-MU/ MU24+	-	15	19		Site 10 (portion)
	016-230-002-000	0.42										
	016-230-001-000	0.42										
15	010-082-059-000	1.28	1.28	Grove St and Pacific St	MU	-	C-3/ MU24+	-	15	19		Site 16 (portion)

Note: Blue Site numbers represent Alternative RHNA sites being added

Table 7-42: Available Sites to Accommodate the Lower Income RHNA												
Site #	**APN**	**Total Acreage**	**Assumed Acreage**	**Location**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Zoning**	**Assumed Density**	**Unit Capacity**	**NOTES**	**Previous Site**
16	010-040-039-000	0.91	2.89	S of Pine St, W of Pacific St, N of Oak St, and E of Railroad Av	MU	-	C-4/ MU24+	-	-	110	Pacific Street Apartments / AD2025-0001 / 6 parcels - 2.9 acres - 110 units	Site 14 (portion)
	010-121-001-000	1.38										
	010-121-002-000	0.08										
	010-121-004-000	0.15										
	010-121-005-000	0.22										
	010-121-006-000	0.15										
17	017-284-032-000	0.92	0.92	S side of W Lonetree Bl	RC	MU	PD-BP/C	Res-24+	15	14	Partial commercial development entitlements	Site 6 (portion)
20	017-190-045-000	2.64	1.85	Stanford Ranch Rd and Victory Ln	MU	-	PD-BP/C/ MU24+	-	15	28	Partial Commercial Application (Southern Portion - 0.79 acres)	Former Site 8 now portion of Site A-12
1-13	378-020-006-000	6.34	4.60	1800 Wildcat Blvd.	BP/COMM/LI	MU	PD-BP/CP/LI	MU-24+	15	69	Sierra Wilds Apartments (DR2025-0005)	
	Acreage (2025)	**18.50**	**15.97**						**Units (2025)**	**306**		
	Acreage (2021)	**39.84**	**39.18**						**Units (2021)**	**583**		
	Difference	**-21.34**	**-23.21**	**acreage**						**-277**	**units**	
UNDERUTILIZED RESIDENTIAL SITES												
21	016-170-014-000	3.09	3.09	Sunset Bl and Coronado Wy	HDR	-	PD-15/ R24+	-	30	93	Currently a church. Potential to construct housing on the north and west portions of the site.	Site 9
22	045-052-038-000	24.07	16.9	W side of Sierra College Bl, S of Dominquez Rd	HDR	-	PD-C/ R24+	-	30	507	Single family home on site. Owner interested in developing a multi-family home on the site. Site also has biological resources, so acreage is reduced.	Site 22
23	045-052-012-000	1.60	1.60	W side of Sierra College Bl, just N of College Campus property and S of Secret Ravine Dr	HDR	-	PD-OA/ R24+	-	30	48	Single-family home on the southern half of the site. Acreage reduced due to open space and creek on-site.	Site 23
24	016-230-013-000	0.38	1.17	E side of Sunset Bl between Springview Meados / Third St and Whitney Bl	HDR	-	C-1/ R24+	-	30	35	Approximately 1/4 of 016-230-011-000 is covered by a parking lot.	Site 11
	016-230-011-000	0.39										
	016-230-012-000	0.4										
26	016-351-035-000	6.50	6.50	Pacific St at Roseville/Rocklin border (6355 Pacific St)	HDR	-	M-2/ R24+	-	30	195	Auto dismantler on-site that would need to be removed in order to develop housing.	Site A-1
27	016-460-030-000	5.25	5.25	Fairway Dr and Stanford Ranch Rd (6500 Fairway Dr)	HDR	-	PD-C/ R24+	-	30	158	Storage facility on-site that would need to be removed in order to develop housing.	Site A-3
29	045-031-041-000	2.46	2.46	W side of Sierra Meadows Dr at Tuttle Dr (2340 Sierra Meadows Dr)	HDR	-	PD-LI/ R24+	-	30	74	Storage facility on-site that would need to be removed in order to develop housing.	Site A-5
1-14	045-120-028-000	2.10	1.50	5705 KELLER CT	MDR	HDR	R1-10	Res-24+	30	45		
1-15	010-025-001-000	1.60	1.82	4600 Third Street	RC	HDR	UN	Res-24+	30	55		
	010-026-001-000	0.22										
	Acreage (2025)	**48.06**	**40.29**						**Units (2025)**	**1,209**		
	Acreage (2021)	**59.66**	**49.99**						**Units (2021)**	**1,497**		
	Difference	**-11.60**	**-9.70**	**acreage**						**-288**	**units**	

Note: Blue Site numbers represent Alternative RHNA sites being added

Table 7-42: Available Sites to Accommodate the Lower Income RHNA

Site #	APN	Total Acreage	Assumed Acreage	Location	Existing GP	Proposed GP	Existing Zoning	Proposed Zoning	Assumed Density	Unit Capacity	NOTES	Previous Site
UNDERUTILIZED MIXED USE												
31	010-030-005-000	0.15	0.31	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	5	Single-family home on the eastern portion of the site. Some small accessory buildings (possibly a shed) on the western portion.	Site 16 (portion)
	010-030-004-000	0.16										
32	010-030-007-000	2.65	2.65	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	40	Currently Royal Oaks Mobile Home Park.	Site 16 (portion)
33	010-030-001-000	0.95	0.95	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	14	Western half of the lot (street frontage) is a car wash. Eastern half is vacant.	Site 16 (portion)
34	010-082-063-000	0.58	1.35	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	20	Outdoor recreation vehicle sales building would need to be removed before development.	Site 16 (portion)
	010-082-061-000	0.77										
35	010-030-002-000	0.45	0.45	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	7	Commercial buildings on-site. Vacant space on northeast quarter of the parcel.	Site 16 (portion)
36	367-160-008-000	6.15	6.15	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	92	Stanford Ranch Plaza with Save Mart and associated parking lot.	Portion A-11
37	367-160-007-000	1.05	3.36	Park Dr and Stanford Ranch Rd	MU		PD-BP/C/ MU24+	-	15	50	Stanford Ranch Plaza with shops and associated parking lot.	Portion A-11
	367-160-009-000	0.55										
	367-160-011-000	0.62										
	367-160-012-000	1.14										
38	367-160-010-000	0.88	0.88	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	13	Stanford Ranch Plaza with bank and associated parking lot.	Portion A-11
39	367-160-014-000	0.80	0.56	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	8	The Shops at Stanford Ranch. Pad site. 0.80 gross ac includes road. Assume 0.56 acre net.	Portion A-12
40	367-160-015-000	0.47	0.47	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	7	The Shops at Stanford Ranch parking.	Portion A-12
41	367-160-016-000	0.88	0.88	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	13	The Shops at Stanford Ranch parking.	Portion A-12
42	367-160-017-000	1.33	1.33	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	20	Stanford Ranch Plaza with shops and associated parking lot.	Portion A-12
43	367-160-018-000	2.52	2.52	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	38	Stanford Ranch Plaza with CVS and associated parking lot.	Portion A-12
44	367-160-019-000	1.76	1.76	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	26	Stanford Ranch Plaza with shops and associated parking lot.	Portion A-12
45	367-160-020-000	0.44	0.44	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	7	The Shops at Stanford Ranch parking.	Portion A-12
46	367-160-021-000	0.44	0.44	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	7	The Shops at Stanford Ranch parking.	Portion A-12
	Acreage (2025)	**24.74**	**24.50**						**Units (2025)**	**368**		
	Acreage (2021)	**25.39**	**25.15**						**Units (2021)**	**369**		
	Difference	**-0.65**	**-0.65**	**acreage**						**-2**	**units**	

Overall Total Lower Units	
Current	**3,879**
Original	**3,814**
Difference	**65**

	2021 Acreage	2021 Units	2025 Acreage	2025 Units
Vacant RES	45.59	1,365	69.99	1,997
Underut RES	39.18	583	40.29	306
Vacant MU	49.99	1,497	15.97	1,209
Underut MU	25.15	369	24.50	368
	159.91	**3,814**	**150.75**	**3,879**

Note: Blue Site numbers represent Alternative RHNA sites being added

Table 7-43: Available Site to Accommodate the Moderate Income RHNA											
Site #	**Site Name**	**APN**	**Acreage**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay**	**Allowable Density**	**Assumed Density**	**Unit Capacity**	**Notes**
VACANT RESIDENTIAL SITES											
	China Garden	045-110-034-000	4.55	HDR	-	PD-C / R24+	-	No Max	24	106	
	Aguilar Area West	045-110-063-000	3.40	MHDR	-	R-3	-	Up to 15.4	9	30	
		045-110-064-000	0.60	MU/MHDR		R-3 / MU24+		Up to 15.4	24	14	
		045-110-065-000	0.40	MU/MHDR		R-3 / MU24+		Up to 15.4	24	9	
		045-120-072-000	1.60	MHDR		R-3		Up to 15.4	9	14	
	Snecchi High Density north of Creek	045-053-064-000 (portion)	5.00	HDR	-	PD-C / R24+	-	No Max	30	150	
1-16	N CORNER OF MIDAS AND PACIFIC	010-010-016-000	1.28	MU	HDR	PD-33	Res-24+	30	30	38	
		010-010-017-000	2.92								
		010-010-028-000	1.77								
		010-010-029-000	0.34								
		010-040-040-000	0.25								
1-17	W Side of University Ave /Adjacent to SR 65	017-276-005-000	12.74	RC	HDR	UN	Res-24+	24+	30	382	
		017-276-006-000		MDR		PD-4.5					
1-18	4099 Yankee Hill Rd	045-011-001-000	9.62	LDR	HDR	RA-5	Res-24+	24+	30	289	
1-19	East of the terminus of Jaybird Place	045-011-012-000	9.00	LDR/MU	HDR	RA-10	Res-24+	24+	30	270	
	West of Delmar Ave at City Limits	045-011-017-000		MU/R-C		RA-10/OA					
1-20	College Park	045-150-070-000	10.00	HDR	HDR	PD-15.5	Res-24+	24+	30	300	
1-21	W of train at Willard Way	010-191-004-000	3.17	MDR	HDR	PD-R	Res-24+	24+	30	95	
1-22	North East of Lily Pad Ct	045-061-027-000	2.97	LDR	HDR	R1-12.5	Res-24+	24+	30	89	
		Acreage (2025)	**69.61**						**Units (2025)**	**1786**	
		Acreage (2021)	**51.06**						**Units (2021)**	**805**	
		Difference	**18.55**	**acres**					**Difference**	**981**	**units**

VACANT MIXED USE SITES											
	Downtown Plan Block 34	010-161-015-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Block 34	010-161-016-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-009-000	0.05	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-010-000	0.07	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-011-000	0.05	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-012-000	0.10	MU	-	C-4/MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 35 and 37	010-131-006-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Block 33	010-170-002-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-072-002-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-072-012-000	0.20	MU	-	C-4/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-015-000	0.20	MU	-	C-4/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-009-000	0.06	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 40 and 42	010-092-010-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 40 and 42	010-091-018-000	0.20	MU	-	C-4/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-044-000	0.20	MU	-	C-2/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-010-000	0.30	MU	-	C-2/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-013-000	0.20	MU	-	C-2/MU10+	-	10 to 40	10	2	
		Acreage (2025)	**3.43**						**Units (2025)**	**32**	
		Acreage (2021)	**4.51**						**Units (2021)**	**42**	
		Difference	**-1.08**	**acres**					**Difference**	**-10**	**units**

Note: Blue Site numbers represent Alternative RHNA sites being added

Table 7-43: Available Site to Accommodate the Moderate Income RHNA											
Site #	Site Name	APN	Acreage	Existing GP	Proposed GP	Existing Zoning	Proposed Overlay	Allowable Density	Assumed Density	Unit Capacity	Notes
UNDERUTILIZED MIXED USE SITES											
	Downtown Plan Blocks 41 and 43	010-071-003-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 41 and 43	010-071-004-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-071-005-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-071-007-000	0.06	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-071-008-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-071-010-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 41 and 43	010-072-001-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-072-003-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-005-000	0.07	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-006-000	0.07	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-007-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 41 and 43	010-072-008-000	0.04	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-010-000	0.06	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-013-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-014-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-016-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-091-017-000	0.50	MU	-	C-4 / MU10+	-	10 to 40	10	5	
	Downtown Plan Blocks 40 and 42	010-091-019-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-091-020-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-091-021-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-012-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 40 and 42	010-092-013-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-014-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-015-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-016-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-001-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-002-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-003-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-004-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-005-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-013-000	0.07	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-015-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-016-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-017-000	0.04	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 35 and 37	010-131-007-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-131-008-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-131-010-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-131-011-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-132-009-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-010-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-012-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-014-000	0.20	MU	-	R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-015-000	0.30	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-132-016-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-017-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-018-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-019-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	

Table 7-43: Available Site to Accommodate the Moderate Income RHNA											
Site #	Site Name	APN	Acreage	Existing GP	Proposed GP	Existing Zoning	Proposed Overlay	Allowable Density	Assumed Density	Unit Capacity	Notes
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-022-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-023-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-007-000	0.40	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	4	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-017-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-020-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-021-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-005-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-006-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-023-000	0.34	MU	-	C-2 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-024-000	0.30	MU	-	C-2 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-025-000	0.26	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-003-000	0.40	MU	-	C-4 / MU10+	-	10 to 40	10	4	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-004-000	0.07	MU	-	C-3 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-005-000	0.07	MU	-	C-3 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-011-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-013-000	0.40	MU	-	C-3 / MU10+	-	10 to 40	10	4	
	Downtown Plan Block 33	010-170-005-000	0.10	MU	-	PD-C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Block 33	010-170-012-000	0.20	MU	-	PD-C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Block 33	010-170-013-000	0.10	MU	-	PD-C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Block 33	010-170-014-000	0.07	MU	-	PD-C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Block 33	010-170-029-000	0.58	MU	-	PD-C-4 / MU10+	-	10 to 40	10	5	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-019-000	1.00	MU	-	C-2 / MU10+	-	10 to 40	10	10	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-021-000	0.60	MU	-	C-2 / MU10+	-	10 to 40	10	6	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-022-000	1.00	MU	-	C-2 / MU10+	-	10 to 40	10	10	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-036-000	0.20	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-037-000	0.10	MU	-	C-2 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-038-000	0.20	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-039-000	0.10	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-040-000	0.10	MU	-	C-2 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-042-000	0.10	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-056-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Block 6	010-191-018-000	2.00	MU	-	PD-C-2 / MU10+	-	10 to 40	10	20	

Table 7-43: Available Site to Accommodate the Moderate Income RHNA											
Site #	**Site Name**	**APN**	**Acreage**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay**	**Allowable Density**	**Assumed Density**	**Unit Capacity**	**Notes**
		Acreage (2025)	**19.80**						**Units (2025)**	**188**	
		Acreage (2021)	**19.79**						**Units (2021)**	**190**	
		Difference	**0.01**	**acres**					**Difference**	**-2**	**units**

	2021		2025		Difference	
	Acreage	Units	Acreage	Units	Acreage	Units
Vacant Residential	51.06	805	69.61	1786	18.55	981
Vacant Mixed Use	4.51	42	3.43	32	-1.08	-10
Underutilized Mixed Use	19.79	190	19.80	188	0.01	-2
Total	**75.36**	**1037**	**92.84**	**2006**	**17.48**	**969**

Table 7-44: Capacity to Accommodate the Above Moderate RHNA						
New Map #	**Map #**	**Residential Subdivision Project Name (Construction Name)**	**Zoning**	**Total Assumed Units during the 2021-2029 Planning Period**	**Total Approved units in development**	**Developer**
PROJECTS APPROVED AND GRADING / UNDER CONSTRUCTION						
	10	Crowne Pointe (aka Croftwood) - Phase 4	PD-1.93	17	17	Tim Lewis Communities
	17	Los Cerros Subdivision - Phase 2	PD-1.2	72	72	GBD Communities
	26	Sierra Pine Subdivision	PD-8	199	199	Burrell Consulting Group / Sierra Pine Limited Partnership
	29	Whitney Ranch Phase 2J - Units 65, 66, & 67	PD-2.1, 2.6, 2.4, 1.6	58	131	Sunset Ranchos Investors, LLC /TBD
	33	Rocklin Meadows Subdivision	36	26	27	Rocklin Meadows Greenbrae 22, LLC
	35	Racetrack Subdivision	R1-6	10	10	Rick McGrath/ Equity Smart Investments, LLC
	40	Croftwood 2	PD-2.5	55	55	Jesper Petersen Revocable Trust
	53	Clover Valley Lakes	Various	558	361	Philip D. Oates Trust et al /Massie & Company
	54	Winding Lane Estates	RD-4	25	25	Robert and William Ballow
	68	Whitney Ranch Unit 60, 61A & 61B	PD-6.0 & PD-6.4	139	155	Sunset Ranchos Investors, LLC /TBD
	69	Whitney Ranch Unit 61 C	PD-8.3	61	51	Sunset Ranchos Investors, LLC /TBD
	71	Whitney Ranch Unit 63	PD-3.2C	36	23	Sunset Ranchos Investors, LLC /TBD
	72 & 73	Whitney Ranch Unit 64A & 64B	PD-4.1C and PD-4.7C	136	136	Sunset Ranchos Investors, LLC /TBD
	74	Whitney Ranch Unit 69	PD-3.8C	49	60	Sunset Ranchos Investors, LLC /TBD
	75	Whitney Ranch Unit 50	PD-7.3	68	61	Sunset Ranchos Investors, LLC /TBD
9 & 10		The Harper (aka Lonetree Apartments - Phase 1)	PD-IP	274	237	The Harper LLC
		Whitney Ranch Unit 1	PD-12	51	43	John Mourier Construction Inc
		Sierra Gateway Site	PD-20	196	195	
Total Approved and Grading/Under Construction			**Units (2025)**	**2,030**	**1,858**	
			Units (2021)	**731**		
			Difference	**1,299**		
PROJECTS APPROVED BUT NOT CONSTRUCTED						
		Whitney Walk (formerly Sunset Whitney)	PD-R	155	170	Whitney Sunset 14 LLC
	52	Granite Lakes Estates 2-4	PD-1.5	65	65	Dave Cook / Capital Equity Management Group, Inc
	54	Vista Oaks Subdivision	PD-1.08	100	100	Arroyo Cap IV-1 LLC
	55	Highlands Parcel A	PD-0.67	20	20	Elliot Homes Inc

Table 7-44: Capacity to Accommodate the Above Moderate RHNA						
New Map #	**Map #**	**Residential Subdivision Project Name (Construction Name)**	**Zoning**	**Total Assumed Units during the 2021-2029 Planning Period**	**Total Approved units in development**	**Developer**
2		Grove St Apartments	PD-R/ R24+	81	78	
18		Lonetree Apartments - Phase 2	PD-IP	98	160	The Harper LLC
19		Stanford Ranch 6.8 Apts	PD-IP	101	165	
25		West Oaks Apartments	PD-BP/C/LI	300	371	
Total Projects Approved But Not Constructed			**Units (2025)**	**920**	**1,129**	
			Units (2021)	**1,014**		
			Difference	**-94**		
UNENTITLED LAND						
		Bell Property SE Rocklin (4185 Greenbrae Rd)	R1-10	48	-	NOT ENTITLED
		South of Greenbrae Site	PD-1.5	19	-	NOT ENTITLED
		Snecchi Site south of Creek on Sierra College Boulevard	PD-3.5	63	-	NOT ENTITLED
		College Park (North Site) MDR portion	PD-8.4 / PD-15.4 / PD-P / PD-15.5 / PD-OA	40	-	NOT ENTITLED
		College Park (South Site) south of creek area - MDR Portion	Currently R1-10 / Proposed as PD-8.4	25	-	NOT ENTITLED
		LDS Church Site - 046-020-071	PD-2	24	-	NOT ENTITLED
		LDS Church Site - 046-020-072	PD-2	7	-	NOT ENTITLED
		Nightwatch / Galaxy Lane Area - 046-041-001	PD-0.4	5	-	ENTITLEMENT EXPIRED
		Yankee Hill Rd / Independence Place - 010-010-044	RE-30	4	-	NOT ENTITLED
Total Unentitled Land			**Units (2025)**	**235**	**0**	
			Units (2021)	**235**		
			Difference	**0**		
			Total Above Moderate	**3,185**	**2,987**	

	Units (2021)	**Units (2025)**	**Difference**	**Total Units Approved**
Total Approved & Under Construction / Constructed	**731**	**2,030**	**1,299**	**1,858**
Total Approved / Not Under Construction	**1,014**	**920**	**-94**	**1,129**
Total Unentitled	**235**	**235**	**0**	**0**
	1,980	**3,185**	**1,205**	**2,987**