



ROCKLIN CITY COUNCIL

City Council Regular Meeting

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

January 27, 2026
General Session 6:00 p.m.

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

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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, to 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

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For those that do not plan on attending in person, but wish to make a public comment during the meeting, public comments will be accepted in email form until 3:00 p.m. on the meeting day. Public comments should be submitted to the City Clerk at PublicComments@rocklin.ca.us. Emailed public comments will be distributed to City Council and treated as a public record.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

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 January 13, 2026, Meeting of the City Council](#)
Recommendation: Approve the Minutes of the January 13, 2026, Meeting of the City Council.
- C2. [Proclamation Honoring Congressman Doug LaMalfa](#)
Recommendation: Approve a Proclamation Honoring Congressman Doug LaMalfa.

- C3. [Mobile Vending \(Second Reading of Ordinance\)](#)
Recommendation: Adopt an Ordinance of the City of Rocklin Adding Chapter 10.34 to Title 10 of the Rocklin Municipal Code Relating to Mobile Vending from Vehicles.
- C4. [Noise Standards \(Second Reading of Ordinance\)](#)
Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin Amending Title 9 of the Rocklin Municipal Code by Adding Chapter 9.52 - Noise Standards.
- C5. [Rocklin Public Market Shared Use Parking Lot Agreement](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin approving a Shared Use Parking Lot Agreement between the City of Rocklin and G3 Concepts, Inc.
- C6. [Rocklin Municipal Code 2.48 – Police Salaries Update](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin to Approve the Revised Salary Schedule for the Rocklin Police Officers' Association.
- C7. [Vista Oaks Phase III - Notice of Completion of Public Improvements](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Vista Oaks Phase III Subdivision Improvements and Open Space (SD-2001-04A), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City (Arroyo Cap IV-1 LLC, a Delaware Limited Liability Company).

PRESENTATIONS

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

- P1. Proclamation Honoring Congressman Doug LaMalfa

PUBLIC HEARINGS

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

- PH1. [Destiny Christian School / Environmental, ENV2025-0011; General Plan Amendment, GPA2025-0003; General Development Plan Amendment, PDG2025-0002; Conditional Use Permit, U2025-0003; and Design Review, DR2025-0007](#)

Recommendation: Conduct a Public Hearing and Consider the Following:

- A. A Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Destiny Christian School / ENV2025-0011);
- B. A Resolution of the City Council of the City of Rocklin Approving a General Plan Amendment for a Level of Service Exception (Destiny Christian School / GPA2025-0003);
- C. A Resolution of the City Council of the City of Rocklin Approving a Conditional Use Permit to Allow a School Use (Destiny Christian School / U2025-0003); and
- D. A Resolution of the City Council of the City of Rocklin Approving a Design Review (Destiny Christian School / DR2025-0007).
- E. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending the Five Star General Development Plan (Ordinance No. 579) to Allow School Uses Within Area 15a, Subject to the Review and Approval of a Conditional Use Permit (Destiny Christian School / PDG2025-0002).

FUTURE AGENDA ITEMS

ADJOURNMENT



City Council Staff Report

Subject: Minutes of the January 13, 2026, Meeting of the City Council

Date: January 27, 2026

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

Approve the Minutes of the January 13, 2026, Meeting of the City Council.

ATTACHMENTS:

1. [Draft City Council Meeting Minutes of January 13, 2026](#)



ROCKLIN CITY COUNCIL

City Council Regular Meeting

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

January 13, 2026

CONSOLIDATED MEETING AGENDA

City of Rocklin City Council

Successor Agency for the Former Redevelopment Agency

General Session 6:00 p.m.

MEETING MINUTES -DRAFT-

CALL TO ORDER

Mayor Bass called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Bass led the pledge of allegiance.

A moment of silence was observed in honor of Congressman Doug LaMalfa who recently passed away.

ROLL CALL

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

Absent: None

AGENDA REVIEW

City Manager Aly Zimmermann requested that Discussion Item D3 Engineering and Traffic Survey be removed from the agenda and return for consideration at a future City Council meeting.

CITIZENS ADDRESSING THE CITY COUNCIL

Ms. Michele Vass, Chair of the Community Recognition Commission, addressed the City Council sharing that nominations were being received through February 8, 2026 for the Ruhkala Community Service Awards.

City Manager Zimmermann added that nomination applications were available on the City's website.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Gayaldo reported that she along with Mayor Bass attended the Greater Sacramento Economic Council (GSEC) Board meeting; shared that she along with other Councilmembers participated in the Wreaths Across America event; shared that she and Mayor Bass participated in the Rocklin Police Activities League's (RockPAL) annual 12 Days of Christmas Bike Giveaway event; thanked staff for their assistance with holiday activities including the Rocklin Tree Lighting, Santa Tours, Breakfast with Santa, and Hannukah celebrations; shared that she and Mayor Bass had a 2x2 meeting with the Rocklin Unified School District (RUSD); attended a meeting of the Placer Mosquito Vector Control District; and attended a meeting for the Sacramento Area Council of Governments (SACOG) noting that she was elected Chair for 2026.

Due to technical issues with the audiovisual system, the City Council recessed at 6:06 p.m. and reconvened at 6:10 p.m.

Vice Mayor Halldin participated in the Wreaths Across America event and thanked Whitney High School's Air Force Junior ROTC for organizing the event as well as Mrs. Bass for her support with the event; expressed his appreciation to homeowners on Pebble Creek and Strand Road for their display of Christmas lights for the community; and attended the Western Placer Waste Management Authority Board meeting.

Council Member Janda reported attendance at the Pioneer Community Energy Board meeting.

Mayor Bass reported attendance at a 2x2 meeting with RUSD; recognized Boy Scouts of America Troop 435 for their volunteerism and projects supporting Rocklin; and shared that the 8th Annual Placer County Dr. MLK, Jr. Family March and Celebration event will be held at Johnson Springview Park on Monday, January 19, 2026.

City Manager Zimmermann shared that City facilities will be closed on January 19, 2026, in observance of Martin Luther King Jr. Day.

CONSENT CALENDAR

- C1. Minutes of the December 9, 2025 Regular Meeting of the City Council
Action: Approved the Minutes of the December 9, 2025 Regular Meeting of the City Council.
- C2. Appointments to Regional Boards and Committees for Calendar Year 2026
Action: Adopted Resolution No. 2026-001 of the City Council of the City of Rocklin Updating Appointments to the Various Joint Power Agencies, Placer County Committees, Regional Boards, and the City's Architectural Review Committee.

- C3. Appointments to Various Subcommittees, Committees, and Work Groups
Action: Adopted Resolution No. 2026-002 of the City Council of the City of Rocklin Establishing Councilmember Appointments to Various Subcommittees, Committees, and Work Groups.
- C4. Proclamation Recognizing Whitney High School Girls Cross Country Team
Action: Approved a Proclamation Recognizing the Whitney High School Girls Cross Country Team, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.
- C5. Fire Station 25 Dormitory Privacy Remodel - Notice of Completion
Action: Adopted Resolution No. 2026-003 of the City Council of the City of Rocklin Accepting the Public Work Known as the Fire Station 25 Dormitory Privacy Remodel, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Sauren Construction, Inc.).
- C6. Cooperative Purchase Agreement for Fiscal Year 2025/26: Repeal and Replace Resolution No. 2025-183
Action: Adopted Resolution No. 2026-004 of the City Council of the City of Rocklin Repealing Resolution No. 2025-183 and Authorizing the City Manager to Purchase Good and Services Through Cooperative Purchase Agreements for Fiscal Year 2025/26.
- C7. SA1: Recognized Obligation Payment Schedule (ROPS) 2026/27
Action: Adopted Resolution No. 2026-50 SA of the Successor Agency for the Former Rocklin Redevelopment Agency Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS) for Fiscal Year 2026/27, and Authorizing Successor Agency Staff to Submit the ROPS to the Placer County Oversight Board.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C7, by Council Member Broadway, seconded by Vice Mayor Halldin. Passed by the following vote:

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

PRESENTATIONS

P1. Proclamation Recognizing Whitney High School Girls Cross Country Team

Mayor Bass read the proclamation and presented it to Mr. Jerry Dodge and the Whitney High School Girls Cross Country Team and coaching staff.

Mr. Jerry Dodge expressed his appreciation to the City Council and City of Rocklin for the recognition.

PUBLIC HEARINGS

PH1. Inclusionary Housing In-Lieu Fee

Action: Conducted a Public Hearing and Considered the Following Action: Adoption of a Resolution of the City Council of the City of Rocklin, Establishing an Inclusionary Housing In-Lieu Fee.

Mayor Bass opened the public hearing for item PH1.

Assistant to the City Manager Elizabeth Sorg presented the item to the City Council.

City Manager Zimmermann, Assistant to the City Manager Sorg and Community Development Director David Mohlenbrok addressed questions from the City Council.

PUBLIC COMMENT

Mr. Jeff Short with the North State Building Industry Association, urged the City Council to adopt an inclusionary housing in-lieu fee that is reasonable; stated that affordable housing builders require gap financing to construct units; and provided context on regional inclusionary fees.

Mr. Marcus LoDuca urged the City Council to adopt an inclusionary housing in-lieu fee as it was an important option for market rate builders; spoke about there being a shortfall for affordable builders that use in-lieu fees; indicated there was a competitive environment in surrounding cities and that in-lieu fee programs with excessive fees would result in a developers building elsewhere; and recommended adopting fees in the lower range in order to compete with high growth communities.

Mr. Martin Nivinski, Land Entitlement Manager with Toll Brothers, thanked staff for proposing the adoption of an inclusionary housing in-lieu fee; encouraged adoption of a lower fee, noting that the proposed rate of \$10 per square foot was high and would result in an estimated \$1.9 million increase in fees for a planned project in the City; and cautioned on the adoption of a fee without a completed and presented fee study.

City Council comments and discussion followed.

City Manager Zimmermann, Assistant to the City Manager Sorg, Director Mohlenbrok and City Attorney Matthew McOmber further addressed questions from the City Council.

Mayor Bass closed the public hearing for item PH1.

Motion to approve Public Hearing Item No. PH1 with a \$3 per square foot temporary in-lieu fee by Vice Mayor Halldin, seconded by Council Member Gayaldo. Motion failed by the following roll call vote:

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

The recommendation did not pass due to lack up support and no fee was implemented.

DISCUSSION ITEMS

D1. Mobile Vending Ordinance

Action: Introduced, Waived the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Adding Chapter 10.34 to Title 10 of the Rocklin Municipal Code Relating to Mobile Vending from Vehicles.

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

City Manager Zimmermann and Management Analyst de Farcy addressed questions from the City Council.

PUBLIC COMMENT

Mr. Benjamin Bjorkman addressed the City Council and questioned the purpose of the proposed ordinance as he was unaware of any problems with current food truck operations.

City Council comments and discussion followed. At the request of the City Council, City Manager Zimmermann addressed Mr. Bjorkman's question noting there have been challenges with mobile vending vehicles operating in residential neighborhoods including safety and parking concerns. and concerns about competition with other business owners.

Motion to approve Discussion Item No. D1 by Council Member Broadway, seconded by Council Member Gayaldo. Passed by the following vote:

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

D2. Noise Standards Ordinance

Action:

- A. Adopted Resolution No. 2026-005 of the City Council of the City of Rocklin Approving a Notice of Exemption (Noise Standards / ENV2025-0016).
- B. Introduced, Waived the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending Title 9 of the Rocklin Municipal Code by Adding Chapter 9.52 – Noise Standards.

Community Development Director David Mohlenbrok presented the item to the City Council. Director Mohlenbrok and Police Chief Rustin Banks addressed questions from the City Council.

PUBLIC COMMENT

There were none.

City Council comments and discussion followed. It was noted that a public comment had been submitted via email by Ms. Windgasse. Vice Mayor Halldin recommended revisiting the ordinance in a year to review its implementation.

Motion to approve Discussion Item No. D2.A. by Council Member Janda, seconded by Vice Mayor Halldin. Passed by the following vote:

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

Motion to approve Discussion Item No. D2.B. by Council Member Janda, seconded by Council Member Broadway. Passed by the following vote:

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

D3. Engineering and Traffic Survey

Action: *Pulled from the agenda and to return for consideration at a future City Council meeting.*

FUTURE AGENDA ITEMS

Mayor Bass noted the earlier recommendation by Vice Mayor Halldin to revisit the Noise Standards Ordinance in one year.

ADJOURNMENT

Mayor Bass adjourned the meeting at 8:12 p.m. in honor of Congressman Doug LaMalfa.

David Bass, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of January 13, 2026 as approved by the Rocklin City Council.

Avinta Singh, City Clerk



City Council Staff Report

Subject: Proclamation Honoring Congressman Doug LaMalfa

Date: January 27, 2026

Submitted By: Aly Zimmermann, City Manager

Department: City Manager's Office

Recommendation:
Approve a Proclamation Honoring Congressman Doug LaMalfa.

ATTACHMENTS:
[1. Proclamation](#)

Proclamation



Issued by City Council

WHEREAS, the City of Rocklin learned of the passing of Congressman Doug LaMalfa on January 6, 2026, a dedicated public servant who spent more than two decades in elected office; and

WHEREAS, Congressman LaMalfa served the people of Northern California as the United States Representative for California's 1st Congressional District from 2013 until his passing, representing rural communities and advocating for issues such as agriculture, natural resources, and disaster recovery; and

WHEREAS, prior to his service in Congress, he served with distinction in the California State Assembly and State Senate, representing communities throughout Northern California, including the City of Rocklin, and demonstrating a longstanding commitment to public service and the well-being of his constituents.; and

WHEREAS, throughout his career, Congressman LaMalfa worked with all elected officials regardless of political affiliation to advance the interests of Californians, championing legislation in support of family farms, natural resource stewardship, and community resilience, earning respect from colleagues and citizens alike; and

WHEREAS, the contributions of Congressman LaMalfa to the broader region and state were felt by many across California who benefited from his legislative efforts; and

WHEREAS, his legacy of service to California and the nation stands as a testament to his unwavering dedication to public life and civic engagement.

NOW, THEREFORE, BE IT RESOLVED, that the Rocklin City Council hereby extends its sincere condolences to the family of Congressman Doug LaMalfa, recognizes his many years of service, and honors his memory as an individual devoted to the common good.

Mayor

Vice Mayor

Councilmember

Councilmember

Councilmember

Dated: January 27, 2026

ATTEST:

Avinta Singh, City Clerk



City Council Staff Report

Subject: Mobile Vending (Second Reading of Ordinance)

Date: January 27, 2026

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

Adopt an Ordinance of the City of Rocklin Adding Chapter 10.34 to Title 10 of the Rocklin Municipal Code Relating to Mobile Vending from Vehicles.

Background:

On January 13, 2026, the City Council introduced, waived the full reading, and read by title only the following: An Ordinance of the City of Rocklin Adding Chapter 10.34 to Title 10 of the Rocklin Municipal Code Relating to Mobile Vending from Vehicles.

The background materials for this item are contained in the [January 13, 2026 City Council Meeting Staff Report](#), located on the City's website.

ATTACHMENTS:

1. [Ordinance](#)

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF ROCKLIN ADDING CHAPTER 10.34
TO TITLE 10 OF THE ROCKLIN MUNICIPAL CODE RELATING TO
MOBILE VENDING FROM VEHICLES

WHEREAS, mobile vending vehicles provide convenient dining options and contribute to the economic vitality of the community while offering entrepreneurial opportunities for small businesses; and

WHEREAS, the operation of mobile vending vehicles in residential neighborhoods can create noise pollution, litter, traffic congestion, and other impacts that disturb the quiet enjoyment of residential areas; and

WHEREAS, mobile vending vehicles parked adjacent to parks and recreational facilities attract pedestrians, including children, who may cross streets mid-block to reach vendors, creating increased risk of vehicle-pedestrian collisions, and the City finds that a buffer distance of two hundred (200) feet from park boundaries is reasonable and necessary to protect public safety, particularly the safety of children; and

WHEREAS, the City Council has determined that similar safety concerns exist around events where large crowds gather, and that maintaining a two hundred (200) foot buffer from event perimeters will reduce pedestrian-vehicle conflicts, traffic congestion, and ensure emergency access routes remain clear; and

WHEREAS, the City desires to accommodate mobile vending vehicle operations in appropriate commercial and mixed-use zones while protecting the character and tranquility of exclusively residential neighborhoods and ensuring public safety near parks and events; and

WHEREAS, California Vehicle Code section 22455 expressly authorizes local authorities to adopt additional requirements for the public safety regulating the type of vending, and the time, place, and manner of vending from vehicles on public streets; and

WHEREAS, the City Council finds that these time, place, and manner regulations are necessary to protect public health, safety, and welfare, including the protection of residential neighborhoods from commercial intrusion and the protection of pedestrians near parks and events, while allowing reasonable opportunities for mobile vending vehicle operations in appropriate locations consistent with state law; and

WHEREAS, these regulations allow mobile vending vehicle operations in commercial and mixed-use zones while restricting operations in exclusively residential zones and near parks and events, thereby balancing business opportunities with public safety and neighborhood protection.

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

Section 1. Incorporation of Findings. The City Council hereby finds and determines that the foregoing recitals are true and correct, and incorporates them herein by this reference as findings in support of this ordinance.

Section 2. Addition of Chapter 10.34. Title 10 – Vehicles and Traffic of the Rocklin Municipal Code is amended to add Chapter 10.34 – Mobile Vending, to read:

Chapter 10.34 – MOBILE VENDING

10.34.010 – Definitions

A. "Mobile Vending Vehicle" means any vehicle as defined in Section 670 of the California Vehicle Code that is equipped and used for retail sales of prepared, prepackaged, or unprepared food or beverages, including but not limited to ice cream trucks, grocery trucks, catering trucks, hot trucks, lunch trucks, wagons, food trailers, or any other mobile food facility from which food, beverages, or merchandise are prepared, cooked, and stored inside the vehicle, which are sold, displayed, solicited, or offered for sale or bartered or exchanged, on any portion of any public street within the City or on private property with permission of the property owner.

B. "Operator" means any person or entity who:

1. Owns, controls, manages, and/or leases a mobile vending vehicle; or
2. Contracts with a person to drive, operate, prepare food and/or vend from a mobile vending vehicle; or
3. Drives, operates, vends and/or prepares food on or from a mobile vending vehicle.

C. "Park" means any public park, recreation facility, or open space owned, operated, or maintained by the City of Rocklin. For purposes of this chapter, the boundary of a Park shall be the property line as shown on the official City map or parcel map, or if not clearly delineated, the outermost edge of any improved park facilities including but not limited to parking lots, sidewalks, landscaping, or fencing associated with the Park.

D. "School" means any public or private elementary school, middle school, junior high school, or high school.

E. "Event" means any parade, festival, sporting event, farmers market, concert, or other organized gathering conducted by the City or an Event Organizer that receives permission from the City to have an event on City property through execution of an Event Agreement with the City or by an applicant who receives permission to hold an event through the City's reservation system.

F. "Event Perimeter" means the outer boundary of any area designated for event activities.

G. "Exclusively Residentially Zoned District" means any area zoned exclusively for residential use under the Rocklin Municipal Code.

H. "Private Event" means a gathering on private property that is not open to the general public and where no retail sales to the public occur.

I. "Vend" or "Vending" means to sell, offer for sale, display for sale, or solicit orders for any food, beverage, or merchandise from a mobile vending vehicle.

J. "Transient Mobile Vending" means vending from a mobile vending vehicle that is in motion and traversing neighborhoods with only brief stops not exceeding ten (10) minutes to serve customers who flag down the vehicle, commonly associated with ice cream trucks and similar mobile vendors.

K. "Authorized Event Vendor" means a mobile vending vehicle that is specifically listed or approved in writing as part of a City-authorized Event and operates only within the times, locations, and conditions specified in that authorization.

10.34.020 – General Operating Requirements

All mobile vending vehicle operators shall comply with the following requirements:

A. Maintain a valid health permit from the Placer County Health Department and display it conspicuously on the vehicle at all times.

B. Obtain and maintain a valid City of Rocklin business license and display it conspicuously on the vehicle at all times.

C. Comply with all applicable provisions of the California Retail Food Code (California Health and Safety Code Division 104, Part 7, Section 113700 et seq.).

10.34.030 – Time Restrictions

A. Hours of Operation

1. No mobile vending vehicle shall operate between 9:00 p.m. and 7:00 a.m. in any zone.

2. The City Manager or designee may authorize extended hours for events or specific locations in commercial zones based on public safety considerations.

B. Duration Limits on Public Streets

1. No mobile vending vehicle shall remain at any location on a public street for more than two (2) hours in any four (4) hour period.

2. After the two-hour limit, the mobile vending vehicle must relocate at least 500 feet from the previous location.

3. No mobile vending vehicle shall return to the same location within a 500-foot radius on the same day.

C. Duration Limits on Private Property

Mobile vending vehicles may operate on private property with written permission from the property owner without time duration limits, provided all other requirements of this chapter are met.

10.34.040 – Place Restrictions

A. Prohibited in Exclusively Residential Zones

No mobile vending vehicle shall operate or vend in any exclusively residentially zoned district in the City, whether on public streets or private property, except:

1. For private events on private property where no sales to the general public occur;
2. When specifically authorized as part of a City-permitted event; or
3. When providing catering services for a pre-arranged private event with no on-site sales.

B. Distance Requirements

In zones where mobile vending vehicle operation is permitted, no person shall engage in mobile vending:

1. Within 200 feet of the boundary of any Park during park operating hours.
2. Within 200 feet of the Event Perimeter during the period beginning two hours before an Event's scheduled start time and ending two hours after an Event's scheduled end time.
3. Within 200 feet of any School property during school hours on days when school is in session.
4. Within 50 feet of any:
 - a. Fire hydrant;
 - b. Bus stop;
 - c. Crosswalk;
 - d. Traffic signal or stop sign; or
 - e. Driveway (unless with written permission of property owner)
5. Within 25 feet of any outdoor dining or patio area of an established restaurant during that restaurant's posted hours of operation.
6. Within 15 feet of any building entrance or emergency exit.

7. Within 500 feet of a freeway on-ramp or off-ramp.

C. Additional Prohibited Locations

No mobile vending vehicle shall vend:

1. On any street where the posted speed limit exceeds 35 miles per hour.
2. In any location that would require customers to stand in a traffic lane or roadway.
3. On any unpaved surface on public property.
4. In any red, white, yellow, blue, or green curb zone.
5. In any location where stopping, standing, or parking is otherwise prohibited by law or posted sign.
6. On any median strip or traffic island.
7. Within any City parking lot without prior written authorization from the City Manager or designee.

D. Exception for Authorized Event Vendors

Subsections (B)(1) and (B)(2) do not apply to Authorized Event Vendors operating in compliance with the terms of their City authorization.

E. Transient Mobile Vending in Residential Zones

Notwithstanding subsection (A) above, transient mobile vending shall be permitted in exclusively residentially zoned districts on public streets, subject to the following conditions:

1. The mobile vending vehicle must be in motion and actively traversing the neighborhood, stopping only to serve customers who have flagged down the vehicle.
2. No stop shall exceed ten (10) minutes at any single location.
3. The mobile vending vehicle shall not return to the same location (within a 500-foot radius) for at least two (2) hours.
4. Service shall be limited to pre-packaged items only (ice cream, frozen novelties, snacks, and beverages). No cooking, heating, or food preparation shall occur on-site.
5. Hours of operation for transient mobile vending in residential zones shall be limited to:
 - a. 10:00 a.m. to 7:00 p.m. from April 1 through September 30

b. 10:00 a.m. to 5:00 p.m. from October 1 through March 31

6. The operator shall not:

- a. Use tables, chairs, signs, or other equipment outside the vehicle
- b. Allow customers to congregate in a manner that blocks sidewalks, driveways, or traffic
- c. Serve customers from the traffic side of the vehicle

7. Traditional transient mobile vending vehicle chimes may be used in accordance with Section 10.34.060(B) of this chapter.

8. All other provisions of this chapter regarding insurance, licensing, health permits, and manner of operation shall apply.

10.34.050 – Measurement of Distance

Distances shall be measured along the curb line or the edge of the traveled roadway from the closest point of the mobile vending vehicle to the closest point of the restricted area boundary.

10.34.060 – Manner of Operation

A. Traffic and Pedestrian Safety

1. No mobile vending vehicle shall obstruct vehicle or pedestrian traffic.
2. Operators shall not serve customers from the traffic side of the vehicle.
3. Mobile vending vehicles shall be legally parked adjacent to the curb in compliance with all parking regulations.
4. No tables, chairs, signs, or other equipment may be placed on public property.
5. Operators shall not allow customers to congregate in a manner that blocks sidewalks, driveways, or access to businesses.

B. Noise Restrictions

1. No amplified sound or music shall be used except for traditional transient mobile vending vehicle chimes.
2. Transient mobile vending vehicle chimes, if used, shall be limited to:
 - a. Volume not exceeding 70 decibels measured at 50 feet from the vehicle.
 - b. Duration not exceeding 10 seconds when stopped.

Section 3. Severability If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council

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

Section 4. Environmental Analysis The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5. Effective Date This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 6. Publication Within fifteen days of the 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.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on January 13, 2026, by the following vote:

AYES: Councilmembers: Bass, Broadway, Gayaldo, Halldin, Janda

NOES: None

ABSENT: None

ABSTAIN: None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on January 27, 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

First Reading: 01.13.2026
Second Reading: 01.27.2026
Effective Date: 02.26.2026



City Council Staff Report

Subject: Noise Standards (Second Reading of Ordinance)
Date: January 27, 2026
Submitted By: Avinta Singh, City Clerk
Department: City Clerk's Office

Recommendation:

Adopt an Ordinance of the City Council of the City of Rocklin Amending Title 9 of the Rocklin Municipal Code by Adding Chapter 9.52 - Noise Standards.

Background:

On January 13, 2026, the City Council introduced, waived the full reading, and read by title only the following: An Ordinance of the City Council of the City of Rocklin Amending Title 9 of the Rocklin Municipal Code by Adding Chapter 9.52 - Noise Standards.

The background materials for this item are contained in the [January 13, 2026 City Council Meeting Staff Report](#), located on the City's website.

ATTACHMENTS:

1. [Ordinance - Noise Standards](#)

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AMENDING TITLE 9 OF THE ROCKLIN MUNICIPAL CODE
BY ADDING CHAPTER 9.52 – NOISE STANDARDS

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

Section 1. Purpose. The purpose of this ordinance is to modify Title 9 by adding Chapter 9.52 – Noise Standards to serve as a Citywide Noise Ordinance.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 3. Amendment to Code. The City Council hereby approves the amendments to Rocklin Municipal Code Chapter 9.52 “Noise Standards” as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. Environmental. The proposed amendment to the Rocklin Municipal Code will not result in a direct or reasonably foreseeable indirect physical change to the environment under CEQA, and is therefore exempt under sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines.

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the 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 be declared invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption. Within 15 days of the 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 15 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 full text of the ordinance, along with the names of those 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 January 13, 2026, by the following vote:

AYES: Councilmembers: Bass, Broadway, Gayaldo, Halldin, Janda

NOES: None

ABSENT: None

ABSTAIN: None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on January 27, 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

First Reading: 01.13.2026

Second Reading: 01.27.2026

Effective Date: 02.26.2026

EXHIBIT A

Chapter 9.52 NOISE STANDARDS

9.52.010 - Purpose.

The purpose of this chapter is to protect the community from excessively loud noises and certain nuisance noises, consistent with the goals, policies, and standards set forth in the Rocklin General Plan.

9.52.020 - Definitions.

- A. "Amplified Sound" means any sound or noise, including the human voice, which is increased in volume or intensity by means of electrical power.
- B. "Discernable" means any noise which can be heard or detected by the unaided and unimpaired human ear which sound is sufficiently distinct so as to clearly identify its source.
- C. "Hand Tools" means a tool held in the hand and operated with or without electricity or other power and shall include, but is not limited to, hammers, power saws, drills, sanders, nail guns, staple guns, and chain saws.
- D. "Heavy Equipment" means equipment and machinery which operate on wheels or tracks, and shall include, but is not limited to, front-end loaders, bulldozers, tractors and power shovels used to complete heavy construction work that is difficult to do by human power and includes, but is not limited to, tractors, backhoes, graders, pile drivers, cranes, forklifts, dump trucks, and water trucks.
- E. "Landscape Maintenance Activities" means any noise-generating activity related to maintaining or grooming landscape, yards, trees, bushes, etc., and shall include, but is not limited to, the use of lawn mowers, leaf blowers, hedge trimmers, chain saws, post hole diggers, etc.
- F. "Light Equipment" means smaller, more portable machines and tools used for tasks on smaller construction projects, and shall include, but is not limited to, as mini-excavators, skid-steer loaders, and hand tools, as opposed to the larger, heavier machinery used in large-scale construction and shall include, but is not limited to jackhammers, vibratory compactors, generators, augers, and compressors.
- G. "Self-powered equipment" means machinery, and shall include, but is not limited to, bulldozers and excavators, that has its own engine and drive system, allowing it to move and operate independently on a construction site, without needing to be towed or pulled.

9.52.030 – Noise Standards.

All noise generating activities shall comply with the following standards:

- A. Noise Generated from Construction Activity – Hours Restricted.
 - 1. Property owners, tenants, developers, contractors or agents of the same shall not engage in any construction, demolition, repair, maintenance, and similar activities, on any property within the City whether residential or non-residential, in or within 100 feet of an occupied residence that generates any discernable noise on weekdays before 7:00 a.m. or after 7:00 p.m. and on weekends before 8:00 a.m. or after 7:00 p.m.

2. Prohibited Noise-Generating Activities. Noise-generating activities prohibited by Subsection (A)(1) include, but are not limited to, the following:
 - a. Operation of Heavy Equipment;
 - b. Operation of Light Equipment;
 - c. Use of hand tools; and
 - d. Other construction-related activities including the use of communication devices such as radios, playing music, yelling, whistling, etc.
 3. Equipment “warm-up” areas, water storage tanks, equipment storage areas, and stationary noise-generating machinery (i.e. pumps, electrical generators, etc.) shall be located away from existing residences and other sensitive noise receptors to the extent feasible.
 4. All “self-powered” equipment, stationary noise sources (i.e. pumps, electrical generators, etc.), and construction equipment shall be equipped with factory noise control devices (e.g., mufflers) and shall be maintained in good working order.
- B. Noise Generated from Non-construction Activity—Hours Restricted.
1. Landscape maintenance activities within 100 feet of an occupied residential structure shall not generate any discernable noise at the property line on weekdays before 7:00 a.m. or after 9:00 p.m. and on weekends before 8:00 a.m. or after 9:00 p.m. Except that golf course maintenance may take place between the hours of 5:00 a.m. and 9:00 p.m. March through October, and 6:00 a.m. and 9:00 p.m. November through February (in recognition of daylight savings hours).
 2. Miscellaneous activities at residential structures including but not limited to automotive repair, furniture construction, repair or refinishing, amplified sound, etc. shall not generate any discernable noise at the property lines of the source residence on weekdays before 7:00 a.m. or after 9:00 p.m. and on weekends before 8:00 a.m. or after 9:00 p.m.
 3. In commercially zoned areas, use of an amplified sound system to provide music for an outdoor seating or activity area is permissible however such music is intended to be a muted background noise and shall not be audible from a distance of 100-feet from the outdoor seating or activity area line on weekdays before 7:00 a.m. or after 10:00 p.m. and on weekends before 8:00 a.m. and after 10:00 p.m.

9.52.040– Noise Coordinator Required for Specified Construction Projects.

- A. Except when an owner engages in construction, demolition, repair, maintenance, remodeling, or similar activities at his or her own residence, when construction noise regulated by this Chapter will be generated, the owner, or the owner’s designee, shall designate a Noise Coordinator for the project and adhere to the following:
 1. As a function of on-site project management, an on-site Noise Coordinator shall be employed by the property owner or designee, and their name, e-mail address and telephone number along with instructions on how to file a noise complaint shall be posted conspicuously around the project site, and at all vehicle entrances to public streets, during all project construction phases. The posted signage shall include the City’s construction activity hours restrictions

- set forth in Section 9.52.030 (A)(1). The sign(s) shall be weather proof and a minimum size of 4' x 4' and include 3-inch-tall minimum lettering.
2. The Noise Coordinator's duties shall include fielding and documenting noise complaints, determining the source of the complaint (e.g., piece of construction equipment), determining whether noise levels at the project boundary are within acceptable limits consistent with the General Plan hourly noise standards and with the noise level and time of day restrictions noted above in Section 9.52.030 (A)(1), and reporting complaints to the City with documented noise levels at the time of complaint via email.
 3. The Noise Coordinator shall work, to the extent feasible, with the surrounding residents and project contractors to schedule activities to minimize disturbance of residents during the daytime hours. Prior to commencement of any early morning or night time work required by the contractor, the City or utility companies, approval from the Community Development Director is required. The request for approval shall be submitted not less than 72 hours in advance of the work commencing and the Noise Coordinator shall provide documentation of notification to the neighboring property owners.

9.52.050 – Exemptions.

The following noise sources are exempt from compliance with this Chapter:

- A. Emergency activities involving and / or related to the execution of the duties of duly authorized governmental personnel and others providing emergency response to the general public, including, but not limited to, sworn peace officers, emergency personnel, utility personnel, and the operation of emergency response vehicles and equipment.
- B. Safety, warning and alarm devices, including commercial, residential, and car alarms, and other warning devices that are designed to protect the health, safety and welfare of persons or the public, provided such devices are not negligently maintained or operated. This exemption shall not supersede alarm system and excessive alarm requirements codified within Rocklin Municipal Code Chapter 9.44.
- C. The normal operation of public and private schools and day care facilities and related ancillary activities such as sporting events, cheer, band, dances, etc.
- D. Parades, public displays of fireworks consistent with Rocklin Municipal Code Chapter 8.24, concerts, and other special events presented by the City, or for which an appropriate authorization or permit has been obtained from the City, provided the activity or event remains in full compliance with all conditions of approval as noted on the approved permit.
- E. All activities authorized or permitted by the City on or in publicly owned property and facilities (such as, but not limited to, City parks, the Rocklin Event Center, the Quarry Park Amphitheater and Quarry Park Adventures).
- F. All activities by public employees and employees of utility providers (including solid waste collection) while in the authorized discharge of their responsibilities, provided that such activities have been authorized by the employing authority, and / or, where applicable, the owner or agent of private property or facilities.
- G. Activities outside of the regulatory control of the City of Rocklin including but not limited to the operation of railroads, freeways, highways, and aircraft.

- H. Organized sports events including, but not limited to, football, baseball, softball, and soccer games.
- I. Emergency generators and pumps at single family residences.
- J. The Community Development Director may grant exceptions to any of the noise restrictions in this Chapter 9.52, if special and unusual circumstances exist that make strict adherence infeasible or impractical.

9.52.060 – Interpretation.

- A. The Community Development Director shall be authorized to make a determination as to the application of standards or exemptions, not clearly defined in this chapter.
- B. Any person dissatisfied by an act or determination of the Community Development Director relating to the interpretation or enforcement of this chapter, may appeal such act or determination as provided in Chapter 9.01 – Appeals Procedure.

9.52.070 – Violations and Penalty.

- A. Violations. Violations of this chapter shall be infractions. Each day any such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
- B. Administrative Citations. Violations of the chapter are also subject to administrative citations, penalty, and fines as provided by Chapter 1.14 of this Code.
- C. Violations Deemed Public Nuisance. Violations of this chapter shall constitute a public nuisance.
- D. Nonexclusive remedy. Notwithstanding the provisions of this chapter, the city shall not be prevented from taking any other civil or criminal action to abate any violation of this chapter.
- E. Persons Responsible. Any person, owner, agent, manager or supervisor in charge of operating, ordering, directing or allowing any activity or the operation or maintenance of any device, object, or machine creating a noise in violation of this chapter, shall be subject to the requirements of this Chapter.

9.52.080 - Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.



City Council Staff Report

Subject: Rocklin Public Market Shared Use Parking Lot Agreement

Date: January 27, 2026

Submitted By: Andrew Key, Assistant City Manager

Department: City Manager's Office

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin approving a Shared Use Parking Lot Agreement between the City of Rocklin and G3 Concepts, Inc.

Background:

The Staff Report is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:

1. [Staff Report](#)
2. [Resolution](#)
3. [Resolution Exhibit A - Shared Use Parking Lot Agreement](#)

Subject: **Rocklin Public Market Shared Use Parking Lot Agreement**

Date: January 27, 2026

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 a Shared Use Parking Lot Agreement between the City of Rocklin and G3 Concepts, Inc.

Background: The Rocklin Public Market (RPM) is a proposed project consisting of four buildings and a central plaza overlooking Quarry Park Adventures. The development consists of a two-story retail building, a two-floor market hall, a three-story mixed-use building with 20 residential units above ground-floor commercial space, and a two-story brewery and restaurant. The project also includes a new parking lot designed to function together with nearby City-owned parking areas.

The approximately 3-acre project site is located at 5255 Pacific Street, identified as Assessor's Parcel Number (APN) 010-170-026 (see Figure 1). The property is within the Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone, established by the City Council in 2012 and amended in 2025.

The subject property is known as the Big Gun site. Located directly behind City Hall, the Big Gun Quarry was the last operational granite quarry in the area. For decades, the site contained several large quarry structures, including the Big Gun cutting shed, related buildings, and various mining equipment. These structures and equipment were removed by the City in 2017.

Figure 1 – Project Site and Shared Use Parking Lots



The Big Gun site is owned by the Successor Agency to the former Redevelopment Agency for the City of Rocklin. On January 23, 2024, the City Council, acting as the Successor Agency, approved a purchase and sale agreement (PSA) transferring the property to G3 Concepts, Inc., the project applicant.

G3 Concepts, Inc. (G3) is a development firm that specializes in commercial and multifamily projects, including the SLO Public Market in San Luis Obispo, which they own and operate and which features more than 20 business types. Their proposal for the Big Gun site is the Rocklin Public Market, a mixed-use project that includes a public market building with food and beverage vendors on the first floor and an open second floor space for events and overflow seating. A second standalone building would accommodate a brewery/restaurant, along with a private covered outdoor patio. Additional buildings would provide traditional retail and office space, as well as 20 residential units.

One condition precedent to closing in the PSA is that the City and G3 enter into a shared parking agreement allowing the project to take advantage of excess parking proximate to the site identified as “Parking Lot” and “Unimproved Parking Lot” in Figure 1.

As a project within the BARRO Zone, typical City parking standards do not apply. Instead, pursuant to Rocklin Municipal Code (RMC) Section 17.59.060, parking requirements shall

be determined on a project specific basis by the Community Development Director after consideration of the on-site parking standards listed in the RMC, the physical constraints of the property in question, and the availability of nearby parking facilities.

The proposed Shared Parking Lot Use Agreement creates advantages for both the City and G3. The project is able to ensure adequate parking for all uses. The City receives substantial improvements to the Unimproved Parking Lot at no cost to the City. In addition, the City retains rights to utilize both shared parking lots for event parking, such as during Quarry Park Amphitheatre concerts, and in emergency situations. The agreement also continues to allow Quarry Park Adventures to share use of both parking lots in question.

Rights to the physical improvements of the Unimproved Parking Lot to be installed by G3 will vest with the Lessee during the term of the agreement. The Lessee will also have rights to leverage the physical improvements for construction financing for the lease term to allow for consistency in overall project financing.

The project proposes to construct 85 onsite parking spaces. Of these, the project would provide 37 residential parking spaces, which would consist of 4 attached private garages, 16 covered, dedicated carport spaces, and 17 uncovered parking spaces. The project is also proposing to improve the Unimproved Parking Lot, which has historically been used as parking overflow for concerts. It is estimated that this new parking lot would yield approximately 88 parking spaces, according to estimates from G3.

The Shared Use Parking Lot Agreement also provides the project with access to 63 additional spaces immediately adjacent to the site (Parking Lot on Figure 1), which were previously constructed for public use.

Below is an analysis using the City's normal parking standards on the project showing the benefit of this shared use agreement.

<u>Project Use</u>	<u>Parking Standard</u>	<u>Typical Required Parking Spaces [1]</u>
20 1-Bedroom Apt. Units	1.5 Spaces per 1 bedroom unit + 25% visitor parking	38
47,597 Sq. Ft. Mixed Commercial Use	1 space per 200 sq. ft.	238
Total Required Parking Spaces (RMC)		276
Total Parking Inventory (RPM)		236

1. Per Rocklin Municipal Code 17.59.060 C – Special Standards – Parking, the Community Development Director shall determine parking requirements on a project specific basis.

As shown, based on typical standards in the RMC, the project would be required to provide 276 parking spaces. Through the construction of the on-site parking lot (85 spaces), improvement of the Unimproved Parking Lot (88 spaces), and access to the existing Parking Lot adjacent to Pacific Street (63 spaces), the project would have direct access to 236 parking spaces as a result of the RPM. This would result in a deficit of approximately 40 parking spaces, based on standard requirements.

As previously discussed, the BARRO Zone allows for parking to be established on a project-specific basis, based on not only the proposed on-site uses, but also based on surrounding parking inventory. In 2017, the Planning Commission reviewed and ultimately approved the Rocklin Adventure at Quarry Park project. At that time, the City conducted an assessment of parking opportunities in the project vicinity and determined that there were approximately 970 on- and off-street available parking spaces within one-half mile of the project site. This includes 98 parking spaces which are located in the City Hall/Quarry Park parking lot, approximately 300 feet east of the project. Of note, the City Hall/Quarry Park parking lot's peak use is Monday through Thursday during normal business hours while RPM's peak usage will likely be on nights and weekends.

Therefore, while there may be a small deficit of on-site parking for the project, there is ample off-site parking inventory available to make up for this shortfall, consistent with the requirements of the BARRO Zone.

With the Shared Use Parking Lot Agreement, the project will make up a substantial portion of the gap in available spaces with immediately site adjacent parking. There will be minimal overlap in peak usage between Quarry Park Adventures and RPM, and other proximate public parking allowing for better utilization of the existing lots. In addition, during peak City usage under the agreement such as concert nights, there will be synergy as many concert goers will also visit RPM.

This Shared Use Parking Lot Agreement will assist to provide RPM with adequate parking within the immediate vicinity of the project. The City will also have an improved parking lot with enhanced security lighting for visitors. Staff recommends approval of the attached Shared Use Parking Lot Agreement between the City and G3 Concepts, Inc.

Fiscal Impact: There is minimal fiscal impact to this agreement. G3 Concepts, Inc. will pay rent in advance equivalent to \$1 per year in exchange for non-exclusive use of the parking lots, and is also responsible for general upkeep and maintenance of the parking lots during the use term.

RESOLUTION NO. 2026-

RESOLUTION APPROVING A SHARED USE PARKING LOT
AGREEMENT BETWEEN THE CITY OF ROCKLIN
AND G3 CONCEPTS, INC.

WHEREAS, the Rocklin Public Market (RPM) is a proposed mixed-use project consisting of four buildings and a central plaza on a site overlooking Quarry Park Adventures and Quarry Park, including a two-story retail building, a two-floor market hall, a three-story mixed-use building with residential units, and a two-story brewery and restaurant, with a parking lot designed to function with City-owned parking areas; and

WHEREAS, the project is located at 5255 Pacific Street, Assessors Parcel Number (APN) 010-170-026, within the Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone, previously known as the Big Gun site, behind City Hall; and

WHEREAS, the Big Gun site is owned by the Successor Agency to the former Redevelopment Agency for the City of Rocklin, and will be transferred to G3 Concepts through a Purchase and Sale Agreement (PSA) subsequent to a number of conditions precedent to closing.

WHEREAS, one of the remaining conditions precedent includes the City and G3 Concepts entering into a Shared Parking Agreement; and

WHEREAS, the Shared Parking Lot Use Agreement (Exhibit A) between the City and G3 Concepts creates substantial benefits, including ensuring adequate parking, improving the Unimproved Parking Lot at no cost, and retaining rights for the City to use both shared parking lots for events and emergencies; and

WHEREAS, the project proposes parking solutions including 85 on-site parking spaces, improvement of the adjacent and City owned Unimproved Parking Lot, and access to an additional 63 spaces in a separate adjacent City owned parking lot; and

WHEREAS, Section 17.59.060 of the Rocklin Municipal Code addresses parking requirements within the BARRO Zone and provides authority for the Community Development Director to approve parking on a project by project basis after consideration of the on-site parking standards listed in the RMC, the physical constraints of the property in question, and the availability of nearby parking facilities; and

WHEREAS, the Shared Parking Lot Agreement will provide additional parking availability in the immediate vicinity of the anticipated RPM at the Big Gun site.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin approves the Shared Use Parking Lot Agreement between the City and G3 Concepts, Inc. and authorizes the City Manager to execute the agreement attached hereto as Exhibit

“A” and the accompanying “Memorandum of Shared Parking Lot Use Agreement” in substantially the forms attached hereto.

PASSED AND ADOPTED this 27th day of January, 2026, by the following vote:

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

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A – Shared Use Parking Lot Agreement

SHARED PARKING LOT USE AGREEMENT

G3 Concepts, Inc.
City of Rocklin Quarry Park Common Area Parking Lot
located at 4005 Adventure Way and 5301 Pacific St, Rocklin, CA

This Shared Parking Lot Use Agreement ("Agreement") is entered into as of _____, by and between the City of Rocklin, a municipal corporation ("City") and the G3 Concepts, Inc., a California corporation ("Lessee"). City and Lessee are sometimes hereinafter each singularly referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties:

WHEREAS, on January 25, 2024, the Successor Agency of the Redevelopment Agency of the City of Rocklin entered into a Purchase and Sale Agreement (PSA) with Lessee, for the sale of the property commonly known as the Big Gun Site, located at 5255 Pacific Street, in the City of Rocklin, (APN 010-170-026), which is approximately 3 acres of unimproved land ("Lessee's Property");

WHEREAS, the Successor Agency approved the First Amendment to the PSA on April 23, 2024.

WHEREAS, Lessee desires to develop the Lessee's Property into a vibrant, market place with restaurants, shops, and entertainment ("Lessee's Project") to attract patrons visiting Quarry Park, those attending concerts and other events put on by the City, and from the City at large, which will require adequate parking.

WHEREAS, the City owns the property adjacent to Lessee's Property described in Exhibit A hereto, known as "Quarry Adventure Park";

WHEREAS, the City currently leases the Quarry Adventure Park property to Adventure Operations LLC, (lease agreement dated January 1, 2023) including as part of the "Common Areas" (i) an improved parking lot located immediately adjacent to Lessee's Property, and (ii) an unimproved parking lot located south of Adventure Way, both of which Adventure Operations LLC has a non-exclusive right to use for overflow parking per the City's lease agreement with Adventure Operations LLC. The unimproved parking lot is depicted on Exhibit A as the "Parking Lot" and the improved parking lot is depicted on Exhibit A as the "Existing Lot". Exhibit A is incorporated herein by this reference;

WHEREAS, Lessee desires space for overflow parking for Lessee operations at the Lessee Property adjacent to City Property on Rocklin Road; and

WHEREAS, the City desires to allow for the Lessee to share non-exclusive rights to use the Existing Lot and the Parking Lot, for a term of 15 years, in exchange for the Lessee's agreement to improve and maintain the Parking Lot per the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants set forth below, City and Lessee hereby mutually agree as follows:

1. PARKING LOT

Subject to the City's rights as described in Section 5 herein, throughout the term of this Agreement, Lessee is granted the non-exclusive use of the Existing Lot and the Parking Lot both as depicted on Exhibit A attached hereto, and incorporated herein by this reference.

Lessee is authorized to use the Existing Lot and the Parking Lot for the use of its employees, agents, guests, patrons, invitees, visitors, suppliers, or contractors for the parking of vehicles on a temporary and intermittent basis. Lessee is responsible for maintenance of the Parking Lot only (specifically excluding the Existing Lot with respect to which Lessee shall not be responsible for maintenance). Lessee shall use the Existing Lot and the Parking Lot and maintain the Parking Lot in a manner consistent with all applicable laws and regulations and shall at its sole expense secure any operational permits for the Parking Lot required by local, state, or federal agencies ("Permitted Use").

Lessee shall have the non-exclusive right of ingress to and egress from the Existing Lot and the Parking Lot over and across the roadways and driveways on City Property. City shall have the non-exclusive right of ingress to and egress from the Existing Lot and Parking Lot to access roadways and driveways on City Property.

2. TERM

Commencing on the date this Agreement is executed by the City (the "Effective Date") the term of this Agreement shall be for a term of Fifteen (15) years commencing on the Effective Date and expiring on the last day of the Fifteenth year thereafter (the "Term").

3. RENT

The rent for the Term of this Agreement shall be One and No/100 Dollars (\$1.00) per year (the "Rent"), with the entire Term's Rent in the amount of Fifteen and No/100 Dollars (\$15.00) due and payable prior to the commencement of the Term.

4. ADDITIONAL OBLIGATIONS

Lessee shall:

- A. Pay directly to its contractors and/or sub-contractors when due the costs of initial improvements for the Parking Lot as set forth in Section 7 below;
- B. Pay directly to its contractors and/or sub-contractors when due the costs of regular slurry seal and parking stall striping maintenance of the Parking Lot as set forth in Section 12 below.
- C. Be responsible for securing the Existing Lot and the Parking Lot after Lessee's end of business hours each day to ensure there is no public access during nighttime hours (mutually agreed upon by the City and Lessee) which may be accomplished by locking a gate at the entrance and/or exit of each lot.

5. SHARED USE

Lessee's right to use the Existing Lot and the Parking Lot is non-exclusive. Lessee acknowledges that City has previously granted Adventure Operations LLC, the operator of the Quarry Adventure Park, a non-exclusive right to use the Existing Lot and the Parking Lot by Lease Agreement dated January 1, 2023. Further, the City reserves the non-exclusive right to use the Existing Lot and Parking Lot as overflow for City sponsored events or to allow other governmental and private entities the non-exclusive right to temporarily use the Existing Lot and Parking Lot for short-term events at City's reasonable discretion. As a municipal facility, nothing in this agreement precludes the City from exercising its police power (specifically the authority to take over full use of the Existing Lot and/or Parking Lot for any duration during an active emergency situation).

6. PARKING LOT CONDITION AND POSSESSION

Lessee acknowledges and represents that it has had a reasonable opportunity to access the Existing Lot and the Parking Lot and conduct any inspections and/or investigations of the Parking Lot, which it considers necessary or prudent, and that Lessee has determined that the Existing Lot is satisfactory to its purpose, and the Parking Lot, subject to the Parking Lot Improvements being completed by Lessee is satisfactory for its purpose. Lessee agrees that it shall take the Existing Lot and the Parking Lot "as is" as of the Effective Date, pursuant to the terms, conditions, and improvements specified in this Agreement.

7. IMPROVEMENTS BY LESSEE

On or before, the Lessee receives the Certificate of Occupancy for the first building to be constructed by Lessee as part of Lessee's Project, Lessee shall, at its sole cost and expense, cause the Parking Lot to be paved, striped and lit in accordance with the requirements of this Section 7, hereinafter referred to as the "Parking Lot Improvements".

A. Technical Specifications of Parking Lot Improvements

Before contracting for paving and stripping improvements of the Parking Lot, Lessee shall submit the scope of work for Lessee's contractor to the City Manager for review and approval, which shall not unreasonably be withheld.

B. Design, Signage and Lighting

The Parking Lot Improvements shall all be in compliance with the following:

1. All parking spaces, aisles, entrances, exits, fire access lanes, and on-site signage (e.g., stop signs at driveways) shall be designed in accordance with applicable City standards.
2. Landscaping within the parking lot shall be provided to achieve effective shading of parking spaces, drive aisles, maneuvering areas, and driveways. Shade trees of appropriate size and species shall be planted in locations that will achieve at least 50 percent shading coverage at tree maturity (15 years after planting).
3. The parking lot lighting plan shall be designed to accommodate shade trees while ensuring proper illumination of parking and circulation areas. Light standards and underground utilities shall be sited to allow for the required tree plantings.
4. Lighting throughout the parking area shall provide a minimum illumination level of one (1) footcandle. All lighting shall be designed and installed to prevent glare or spillover onto adjacent properties. Fixtures shall be cut-off shoebox-style or decorative equivalents, and shall be mounted to direct all light downward.
5. Light poles shall be designed to complement the character of the site and Quarry Park, subject to the approval of the Community Development Director. The maximum pole height shall be 25 feet, measured from finished grade to the top of the fixture.

8. PREVAILING WAGES

Lessee acknowledges that City has made no representation, express or implied, to Lessee or any person associated with Lessee regarding whether or not laborers employed relative to any construction on the Parking Lot must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Section 1720 et seq. Lessee agrees with City that Lessee shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction on the Parking Lot undertaken by Lessee must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Section 1720 et seq. City shall not be under any duty to monitor or ensure the compliance of Lessee with any State of California labor laws, including, without limitation, prevailing wage laws. Lessee shall indemnify City in accordance with the provisions of Section 17 "Indemnification" below against any claims pursuant to California Labor Code Section

1781 arising from Lessee construction of any improvements, work, or alterations on the Parking Lot.

9. OWNERSHIP OF IMPROVEMENTS

During the Term of this Agreement, title to the Parking Lot Improvements, and any future additions or alterations shall vest in Lessee. Upon expiration or sooner termination of this Agreement, title to the Parking Lot Improvements, and any future additions or alterations shall vest in the City without payment of any further consideration to Lessee.

10. TITLE TO PROPERTY

Title to the City Property underlying the Parking Lot and the Existing Lot, shall remain vested in City. Lessee shall have the right to encumber its leasehold interest in the Parking Lot and the Existing Lot as provided in Section 23 below, but shall have no right to encumber City's fee interest in the Parking Lot or the Existing Lot.

11. SURRENDER

Upon expiration or sooner termination of the Term, Lessee shall have removed all of its personal property and vehicles remaining on the Parking Lot and the Existing Lot. Lessee shall surrender the Existing Lot in its then "as-is" condition, and shall be prepared to surrender the Parking Lot in satisfactory condition pursuant to Lessee's maintenance obligations set forth in this Agreement as reasonably determined by City, reasonable wear and tear excepted. Lessee shall leave the Parking Lot in such condition that it shall not be in violation of any rules or regulations governing the condition of the Parking Lot or in violation of any land- use, building, health, or safety code, and shall not be subject to undue erosion or degradation by environmental conditions and pedestrian or vehicular traffic.

12. MAINTENANCE AND REPAIRS OF PARKING LOT

Lessee shall, at its sole cost and expense, maintain all portions of the Parking Lot, Parking Lot lighting and any Parking Lot Improvements made thereon specifically for the benefit of Lessee, and any underground utility distribution systems used solely by Lessee within or outside the Parking Lot in accordance with all applicable laws and regulations, whether now or hereafter enacted, and this Agreement. The Parking Lot shall at all times be kept in a clean, safe, and orderly condition and appearance (in the City Manager's reasonable discretion) and Lessee shall at its own cost and expense repair or replace any damage done to the Parking Lot, initial or future Parking Lot Improvements, or neighboring properties caused by Lessee. City shall not be required to notify Lessee to perform any of Lessee's maintenance responsibilities hereunder. However, if City gives such notice, and Lessee fails to commence and, thereafter, diligently prosecute completion of the maintenance which is called for within 30 days of such notice, City may at its option, itself perform, or cause to be performed, such work and shall seek reimbursement additional Rent.

The City requires that the Parking Lot have a slurry seal and parking stall striping applied to the parking lot surfaces as periodic maintenance. Lessee, at its sole cost and expense, shall complete this maintenance every five (5) years, beginning on the 5th anniversary of the Effective Date of this Agreement, on the 10th anniversary, and then on the 15th before this Agreement expires.

13. TRASH, GARBAGE, STORAGE AND PARKING LIMITATIONS

Lessee shall, at its sole cost and expense, provide a complete and proper arrangement for the adequate sanitary handling and disposal away from the Parking Lot of all trash, waste, garbage, and other refuse resulting from, or in any way associated with, Lessee's operations hereunder. Lessee shall not store or permit to be stored any materials, parts, or vehicles in, on or about the Parking Lot which are not incidental to Lessee's operation of the Lessee Property. Lessee shall not permit any vehicle to be parked in the Parking Lot for more than seventy-two (72) consecutive hours. However, Lessee is not responsible for enforcement if unauthorized parties park more than seventy-two (72) consecutive hours, provided the Lessee notifies the City's Police Department if Lessee is aware that a vehicle is parked in excess of this requirement.

14. HAZARDOUS MATERIALS

Lessee shall not bring, keep, use, generate, or dispose of on the Parking Lot in violation of applicable laws any substance, material, and/or waste that is or becomes regulated or classified as hazardous or toxic under any federal, state, or local laws or regulations. The hold harmless and indemnification provisions set forth below apply to any claims, losses, and/or liabilities associated with any such hazardous or toxic substance, material, and/or waste brought, used, or disposed of on the Parking Lot by Lessee in violation of applicable laws.

15. SIGNS

Lessee shall not erect, install, or construct any sign on the Parking Lot without the prior written consent of City. City reserves the right to remove any unauthorized signs without notice, and at Lessee's sole expense. In the event City determines that any of Lessee's signs present on the Parking Lot prior to the Effective Date of this Agreement are unacceptable, then Lessee shall remove said signage within thirty (30) days following receipt of a notice to remove said signage. Notwithstanding, Lessee shall have the right to erect and install signage on the Existing Lot and the Parking Lot indicating patrons, customers and invitees of Lessee's Project may utilize the Existing Lot and Parking Lot. The City has sole discretion for approval of such signage.

16. INSURANCE

It is agreed that Lessee shall maintain at all times during the performance of this Agreement insurance coverage in the amounts of not less than One Million Dollars

(\$1,000,000) to cover all of its operations, including General Liability, Automobile Liability and provide Workers' Compensation insurance in the statutory amount (or in the amount of \$1,000,000). Failure to comply with this Section 16 shall be considered a material default of this Agreement. The maximum deductible or self-insurance retention must be approved by the City Manager, which approval shall not be (a) unreasonably withheld, or (b) withheld if such deductible or retention is a commercially reasonable amount.

17. INDEMNIFICATION

Lessee shall indemnify and hold City harmless from and defend City against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Parking Lot when such injury, death or damage is caused in part or in whole by the act, neglect, fault, or omission of any duty with respect to the same by Lessee, its agents, contractors, or employees.

Lessee shall be required to provide notice to the City within thirty (30) working days of the date when Lessee is made aware of the occurrence of any such claim.

In case any action or proceeding is brought against City by reason of any such claim, Lessee, upon notice from City, shall defend the same at Lessee's expense provided, however, that Lessee shall not be liable for damage or injury solely occasioned by the active negligent or intentional acts of City and its designated agents or employees, and City shall indemnify, defend and hold Lessee harmless for same. City shall be required to provide notice to Lessee within thirty (30) working days of the date when City is made aware of the occurrence of any such claim.

18. AMERICANS WITH DISABILITIES ACT

Lessee acknowledges that it is aware of the provisions and requirements of the Americans with Disabilities Act ("ADA") of 1990 and is hereby notified that the Parking Lot may not comply with all of the provisions of the ADA. By execution of this Agreement, Lessee acknowledges and agrees that it is Lessee's sole responsibility to determine the suitability of the Parking Lot for its intended use. Lessee's compliance with ADA guidelines shall apply to Lessee's use of the Parking Lot, to any signage associated with Lessee's use of the Parking Lot, and to the improvements and/or alterations to the Parking Lot made by Lessee. In case any claim, action, or proceeding is brought against Lessee or City in regard to compliance with the ADA, which is caused in whole or in part by Lessee, its agents, employees, or contractors acts or omissions in the construction required by Section 7, or the maintenance and repair required by this Agreement, Lessee shall defend, indemnify and hold City harmless, as provided for in the Indemnification Section 17 of this Agreement.

19. INCORPORATION OF GENERAL PROVISIONS

Additional terms of this Agreement are set forth in Exhibit B, attached hereto and incorporated herein by reference as though fully set forth herein.

20. POSSESSORY INTEREST TAXES

Lessee's interest in this Agreement may be subject to taxation as a possessory interest in publicly owned property as described in California Revenue and Taxation Code Section 107.6, a copy of which is attached as Exhibit B. For every year that this Agreement is in effect on January 1st Lessee may be required to pay possessory interest taxes on or before August 31st of that same year. Failure of Lessee to pay any such taxes shall constitute a material breach of this Agreement. Lessee shall indemnify and hold harmless the City against any claims against City by a federal or state taxing authority related to Lessee's obligations under this Section.

21. WAIVER OF SUBROGATION

Lessee hereby waives any right of recovery from City, its officers and employees for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement if agreeable by Lessee's insurance carrier. Lessee shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the City in connection with any damage covered by any policy. If any insurance cannot be obtained with a waiver of subrogation, Lessee shall notify City of this fact. City shall have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost.

22. GOOD NEIGHBOR POLICY

Lessee and City may, as reasonably necessary, jointly develop and adopt a Good Neighbor Policy addressing policies and procedures related to the Parking Lot. Such policies and procedures may address the use of designated smoking areas (if any) and parking areas so as to ensure the safe and appropriate use of Lessee and City facilities. Said policies may also address the control of access to parking areas on the Parking Lot and on the City Property. The Parties shall meet annually, prior to the close of the Fiscal Year, to discuss operational issues, review existing policies and procedures, and develop and agree upon new or updated policies and procedures.

23. ASSIGNMENT AND SUBLETTING

Except as otherwise provided in this Agreement, Lessee shall not assign, transfer, or hypothecate this Agreement or portion thereof or any right or privilege thereto (a "Transfer") or permit any other person/party (the agents, clients, invitees, and servants of Lessee excepted) to occupy or use the Existing Lot, Parking Lot, or any portions thereof.

24. LEASEHOLD FINANCING

24.1 No subordination. City shall not be required to subject its fee estate and interest in the Parking Lot or the Existing Lot to the lien of any leasehold financing or mortgage sought or obtained by Lessee.

24.2 Lessee's Right to Encumber. Lessee is hereby given the right (exercisable at any time and from time to time) by City, in addition to any other rights herein granted, without City's prior written consent, approval, or authorization, to hypothecate, pledge, encumber, or mortgage its interest in this Agreement, the leasehold estate in the Existing Lot and Parking Lot created hereby, the Parking Lot Improvements, or any part or parts thereof or interest therein, under one or more leasehold mortgage(s) in favor of a lender ("Leasehold Mortgage") and to assign such interest in this Agreement, the leasehold estate in the Existing Lot and Parking Lot created hereby, the Parking Lot Improvements, or any part or parts thereof or interest therein as collateral security for such Leasehold Mortgage(s) (or to assign its interest in the same in connection with an assignment and leaseback transaction). Such rights to encumber are conditioned on the following: (a) all rights acquired under such Leasehold Mortgage(s) shall, except as expressly provided in this Section 24, be subject to each and all of the covenants, conditions or restrictions set forth in this Agreement, and to all rights and interests of City herein; and (b) no such Leasehold Mortgage shall be cross-defaulted with any other loan. None of such covenants, conditions, or restrictions is or shall be waived by City by reason of the right given to mortgage such interest in this Agreement, except as expressly provided herein. The holder of any Leasehold Mortgage shall be referred to herein as the "Leasehold Mortgagee" and shall be entitled to the rights and benefits as provided herein.

The execution and delivery of any Leasehold Mortgage shall not be deemed to constitute a Transfer of this Agreement within the meaning of Section 23, nor shall a Leasehold Mortgagee, as such, be deemed a transferee of this Agreement so as to require such Leasehold Mortgagee to assume the performance of any of the terms, covenants, or conditions on the part of Lessee to be performed hereunder.

24.3 Notices. Provided that a Leasehold Mortgagee shall have notified City in writing of its status as a Leasehold Mortgagee and its name and address by delivering such notice to the City pursuant to Section 26 below, City thereafter shall give to such Leasehold Mortgagee a copy of each notice of default at the same time as any such notice shall be given by City to Lessee, such copy to be addressed to Leasehold Mortgagee at the address provided to City and delivered in accordance with Section 26 below. Additionally, City shall give a Leasehold Mortgagee written notice of any rejection of this Agreement in bankruptcy proceedings. City shall not serve a notice of cancellation or termination on Lessee unless a copy of any prior notice of default shall have been given to Leasehold Mortgagee and the time for the curing of such default pursuant to Section 24.4 shall have expired without the same having been cured, and no such notice of default shall be effective as to such Leasehold Mortgagee not receiving notice in the manner set forth in Section 26 below. City agrees to notify a Leasehold Mortgagee in writing in the

manner set forth in Section 26 of the failure of Lessee to cure a default within any applicable grace period and of the curing of any default by Lessee, and the Leasehold Mortgagee shall have the additional cure periods pursuant to Section 24.4. The performance by a Leasehold Mortgagee of any condition or agreement on the part of Lessee to be performed hereunder will be deemed to have been performed with the same force and effect as though performed by Lessee.

24.4 Right to Cure. City will accept performance by a Leasehold Mortgagee within the following periods of any obligation to be performed by Lessee under this Agreement, with the same force and effect as though timely performed by Lessee:

(a) As to any Rent and other sums payable hereunder, within ten (10) days after written notice from City that Lessee has not cured such default within the period provided in Section 25.1.

(b) As to all other Events of Default, within thirty (30) days after written notice from City (delivered by City to Leasehold Mortgagee in accordance with Section 26 below) that Lessee has not cured within the applicable period provided in Section 25.1, or, if within such additional thirty (30) day period such Event of Default cannot be cured, to commence to so cure within such thirty (30) day period and diligently and continuously proceed therewith to completion; provided that the period for cure shall not exceed ninety (90) days (excepting in the event the delay in curing is caused by the circumstance that the Leasehold Mortgagee is prohibited by any process or injunction or bankruptcy or insolvency involving Lessee from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof). In addition, in those instances that reasonably require any Leasehold Mortgagee to be in possession of the Existing Lot and Parking Lot to cure any Event of Default by Lessee, the time allowed any Leasehold Mortgagee to cure any Event of Default by Lessee shall be deemed extended to include the reasonable period of time required by any Leasehold Mortgagee to obtain such possession of the Parking Lot with due diligence, and in those instances in which any Leasehold Mortgagee is prohibited by any process or injunction or any bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the time herein allowed any Leasehold Mortgagee to prosecute such foreclosure or other proceeding shall be extended for the period of such prohibition; provided that, in either such instance, such Leasehold Mortgagee makes payments of Rent and any other monetary payments to City in accordance with the terms and within the time frames set forth in this Agreement.

(c) As to any Event of Default with respect to which a Leasehold Mortgagee is without the legal power to cure by payment or performance, a Leasehold Mortgagee shall have thirty (30) days after receipt of written notice from City delivered in accordance with Section 26 below of such Event of Default within which to give City written notice that the Leasehold Mortgagee or a wholly owned subsidiary or affiliate of the Leasehold Mortgagee elects to become the Lessee

under this Agreement in the place and stead of Lessee on all the terms, covenants, and conditions provided in this Agreement and shall pay to City all expenses and reasonable attorney fees incurred by City in connection with such Event of Default.

24.5 Exercise of Remedies. In the event of any Event of Default by Lessee, and if, before the expiration of the applicable grace period specified in Section 24.4, a Leasehold Mortgagee gives City written notice that it intends to undertake the curing of such Event of Default, or to cause the same to be cured, or to exercise its rights to acquire the leasehold interest of Lessee by foreclosure or otherwise, and immediately commences and then proceeds with all due diligence to do so, whether by performance on behalf of Lessee of its obligations under this Agreement, or by entry on the Existing Lot and Parking Lot by foreclosure or otherwise, then City shall not exercise its right to terminate this Agreement during the time that the Leasehold Mortgagee shall require to complete its remedies under its Leasehold Mortgage within the parameters set forth in Section 24.4(b); provided, however:

(a) that Leasehold Mortgagee proceeds, promptly and with due diligence, to exercise the remedies under its Leasehold Mortgage and thereafter prosecutes and completes the same with all due diligence; and

(b) that Leasehold Mortgagee shall pay to City the Rent and all other charges required to be paid by Lessee hereunder that have accrued and those that shall become due and payable during such period.

On the completion of any foreclosure proceedings or acquisition of Lessee's interest in this Agreement by Leasehold Mortgagee in conformity with the provisions of this Agreement, if there has been a default not susceptible of being cured by Leasehold Mortgagee shall be deemed waived by City as to Leasehold Mortgagee any purchaser at a foreclosure sale, and their respective successors and assigns.

24.6 Cancellation. Subject to a Leasehold Mortgagee's rights pursuant to Sections 24.4–24.5, and provided that a Leasehold Mortgagee shall have notified City in writing of its status as a Leasehold Mortgagee and its name and address as required in Section 23.4 above, City shall also be obligated to give any notice of cancellation and termination to a Leasehold Mortgagee, simultaneously with such notice given to Lessee. No such notice to Lessee shall be effective with respect to termination of this Agreement unless a Leasehold Mortgagee shall also have been so notified consistent with Section 26. A Leasehold Mortgagee shall then have the right to notify City in writing, within sixty (60) days after receipt by the Leasehold Mortgagee of such notice of cancellation and termination, that:

(a) the Leasehold Mortgagee, or any designee or nominee that the Leasehold Mortgagee may designate or name in such notice (provided such designee or nominee is experienced in the operation of properties similar to the Lessee's Project or has retained a property manager for Lessee's Project that has such experience and qualifications) ("Approved Nominee"), elects cure and to

continue to lease the Existing Lot and Parking Lot by the Approved Nominee executing a reinstatement and assignment of this Agreement effective from the date of termination Agreement for the remainder of the Term of this Agreement, at the Rent and other charges herein reserved and otherwise on the same terms, covenants, and conditions as are set forth in this Agreement, with the same relative priority in time and in right as this Agreement (to the extent possible), and having the benefit of and vesting in Leasehold Mortgagee, or the Approved Nominee, of all the rights, title, interest, powers, and privileges of the Lessee hereunder ("Reinstatement and Assignment of the Agreement"); and

(b) the Leasehold Mortgagee or the approved nominee further obligates itself (and, in fact, does) within sixty (60) days after delivery to City of such election to:

(i) cure the Event of Default on which such termination was based or, with respect to any Event of Default not capable of being cured within such sixty (60) day period or which cannot be cured without entry into possession, proceed and effect cure with due diligence following delivery of possession;

(ii) pay to City all Rent and other sums due under this Agreement up to and including the date of commencement of the term of such Reinstatement and Assignment of the Agreement less any net rental income received by City for such period; and

(iii) pay to City all expenses and reasonable attorney fees incurred by City in connection with any such default and the preparation, execution, and delivery of such Reinstatement and Assignment of the Agreement.

24.7 Assignment and Reinstatement Terms. On compliance with the provisions of Section 24.6 by a Leasehold Mortgagee, or the Approved Nominee, within such time, City shall execute and deliver such Reinstatement and Assignment of the Agreement to the Leasehold Mortgagee or the Approved Nominee, having the same relative priority in time and right as this original Agreement (to the extent possible) and having the benefit of all of the right, title, interest, powers, and privileges of Lessee under this Agreement in and to the Existing Lot and Parking Lot.

24.8 Title to Improvements. On the execution and delivery of the Reinstatement and Assignment of this Agreement, title to all Parking Lot Improvements shall automatically vest in the Leasehold Mortgagee or the Approved Nominee until the expiration or earlier termination of the term of the Agreement.

24.9 Transfer After Foreclosure. This Agreement may be transferred, without the consent of City, to any Leasehold Mortgagee or an affiliate thereof, pursuant to foreclosure or similar proceedings, or pursuant to a Transfer of this Agreement to such Leasehold Mortgagee (or affiliate) in lieu thereof, and thereafter may be transferred by

such Leasehold Mortgagee (or its affiliate), subject to the provisions of Section 23. Any Leasehold Mortgagee (or its affiliate) shall be liable to perform the obligations herein imposed on Lessee only for and during the period it is in possession or ownership of the leasehold estate created hereby. In no event shall any Leasehold Mortgagee (or its affiliate) be (a) liable for any prior act or omission of Lessee unless and to the extent such act or omission is continuing following the foreclosure or other transfer, or (b) subject to any offsets or defenses that City may have against Lessee.

24.10 No Modifications. Anything herein contained to the contrary notwithstanding, City and Lessee mutually agree that as long as there exists an unpaid Leasehold Mortgage on the leasehold estate of Lessee, this Agreement or any renewal thereof shall not be modified, amended, or altered and City shall not accept a surrender of the Existing Lot, Parking Lot, or a cancellation of this Agreement (provided a Leasehold Mortgagee remedies any Event of Default as provided in this Section) before the expiration or sooner termination thereof, without the prior written consent of Leasehold Mortgagee.

24.11 No Merger. As long as any debt secured by a Leasehold Mortgage on the leasehold created by this Agreement shall remain unpaid, unless a Leasehold Mortgagee shall otherwise consent in writing, the fee title to the Existing Lot and Parking Lot on the one hand, and the leasehold estate in the Existing Lot and the Parking Lot on the other hand shall not merge but shall always be kept as separate estates, notwithstanding the union of such estates either in City or in Lessee or in a third party by purchase or otherwise.

24.12 Estoppel Certificate. City agrees for the benefit of any Leasehold Mortgagee that at any time, and from time to time, on not less than thirty (30) days' prior notice from Lessee or from a Leasehold Mortgagee, to deliver a certificate to Lessee and to the Leasehold Mortgagee stating that this Agreement is unmodified (or, if there have been modifications, setting them forth) and in full force and effect, the dates to which Rent and other charges have been paid, and that either Lessee is not in default in the performance of any of the terms or provisions of this Agreement or, if there are defaults, specifying the nature thereof with sufficient particularity that Lessee and the Leasehold Mortgagee will know the nature of the acts that must be performed and the amounts of the payments that must be made to cure any such defaults, it being agreed that any such certificate delivered pursuant to this Section 24.12 may be relied on by any prospective assignee of Lessee's interest in this Agreement or by any Leasehold Mortgagee or prospective Leasehold Mortgagee.

24.13 Assignment of Revenue. City consents to a provision in any Leasehold Mortgage or otherwise for an assignment of rents and income from any subleases or occupancy agreements, or other revenue from the Existing Lot or Parking Lot (if any) to the Leasehold Mortgagee, effective on any conditions defined under such Leasehold Mortgage, and to any customary "lock box" payment arrangement that may be applicable.

24.14 Consent of City Not Required. The foreclosure of a Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained

in any Leasehold Mortgage, or any conveyance of the leasehold estate created hereby from Lessee to any Leasehold Mortgagee or its affiliate through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not breach any provision of or constitute an Event of Default under this Agreement, and on such foreclosure, sale, or conveyance, City shall recognize any Leasehold Mortgagee or such affiliate or designee of any Leasehold Mortgagee, or any purchaser at such foreclosure sale, as Lessee hereunder.

24.15 No Conflict. In the event of a default under a Leasehold Mortgage, such Leasehold Mortgagee may exercise with respect to the Existing Lot and Parking Lot any right, power, or remedy under the Leasehold Mortgage that is not in conflict with the provisions of this Agreement.

24.16 Amendments. City shall consider in good faith any amendments to this Agreement that are reasonably requested by a Leasehold Mortgagee; provided, however, that City may, in its sole and absolute discretion, refuse to consent to any proposed amendments to the description of the Existing Lot, Parking Lot, Term, Rent, or any other amendments that would materially change the rights of City under this Agreement.

25. EVENT OF DEFAULT; REMEDIES

25.1 Event of Default by Lessee. Lessee shall be in default of this Agreement for failure to perform any of the terms, covenants, and conditions of this Agreement, including any such failure remaining uncured for thirty (30) days after written notice thereof. If by reason of the nature of the breach, it cannot be cured within thirty (30) days, then it shall be cured within a time that would be reasonable if Lessee were to proceed with diligence to remedy the breach. Upon lapse of the aforesaid cure periods, City shall have all remedies available at law and in equity, including, without limitation, the right to terminate this Agreement with no further obligation to Lessee.

If following delivery of written notice from City and the expiration of the thirty (30) day cure period, Lessee fails to comply with the maintenance and repair obligations set forth in this Agreement, the City shall have the right upon delivery of ten (10) calendar days prior written notice to perform required maintenance and repairs of the Parking Lot at Lessee's expense, and Lessee shall be obligated to reimburse City for the cost of all such work, including, without limitation, the cost of City staff time, within thirty (30) days following City's delivery of an invoice therefore, together with documentation of City's costs and expenses incurred in connection with the performance of such work.

25.2 Event of Default by City. If the City materially breaches this Agreement, Lessee shall give City written notice of such breach, which requests that the breach be cured. If the breach is not cured:(i) within thirty (30) days after receipt by the City of the notice of breach or (ii) if by reason of the nature of the breach, it cannot be cured within thirty (30) days, then within a time that would be reasonable if City were to proceed with diligence to remedy the breach, Lessee shall be entitled to any remedy available to it at law or equity.

26. NOTICES

- A. "Notice" means any notice, demand, request or other communication or document to be provided under this Agreement to a Party to this Agreement.
- B. All Notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if: (1) sent by email (upon written confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the U.S. mail, postage prepaid and properly addressed as set forth below (three days after deposit in mail). Notice given by any other means that is actually received shall also be effective with respect to the receiving Party. Changes in contact person or address information shall be made by notice, in writing, to the other Party.

If to City:

City of Rocklin
Attention: City Manager's Office
3970 Rocklin Road
Rocklin, CA 95677
Telephone: (916) 625-625-5583
Email: CityManager@rocklin.ca.us

If to Lessee:

G3 Concepts, Inc.
Attention: Taylor Judkins
P.O. Box 1188
San Luis Obispo, CA 93406
Telephone: _____
Email: _____

If to a Leasehold Mortgagee:

To the name and address provided to City by such Leasehold Mortgagee in accordance with Section 24.3 above.

27. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS

The liability of Lessee for its obligations under this Agreement is limited solely to Lessee's use of the Existing Lot and Parking Lot as the same may from time to time be encumbered. No member, official, employee or agent of the Lessee, shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Lessee or for any amount, which may become due to the City or successor or assign on any obligation under the terms of this Agreement.

28. ENTRY BY CITY

City reserves and shall at any and all reasonable times, and upon reasonable notice, have the right to enter the Existing Lot and Parking Lot to (a) inspect the same, (b) supply any service to be provided by City hereunder, (c) post notices of non-responsibility, (d) to use the Parking Lot and Improvements as provided for in Section 5, and (e) any exercise of City's police power.

29. CITY'S RIGHT TO PERFORM LESSEE'S OBLIGATIONS

If Lessee fails to make any payment required of it hereunder, or defaults in the performance of any other promise, term, covenant, or condition required of it under this Agreement, City may, at its sole option, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default, for the account of and at the expense of Lessee. City may do so immediately and without notice to Lessee in the case of an emergency, or in any other case if Lessee fails to make such payment or remedy such default with all reasonable dispatch after City has notified Lessee in writing of the same and Lessee fails to action for a period of thirty (30) days thereafter.

30. JOINT AND SEVERAL LIABILITY

All the terms, covenants and conditions contained in this Agreement to be performed by either Party, if such Party shall consist of more than one person or organization, shall be deemed to be joint and several.

31. BINDING EFFECT

The provisions of this Agreement shall be binding upon and inure to the benefit of both Parties and their heirs, administrators and assigns of each.

32. REASONABLE CONSENT

Except as limited elsewhere in this Agreement, wherever in this Agreement City or Lessee is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld.

33. NOT A PARTNERSHIP

The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the Parties. Each Party shall be considered a separate Party, and no Party shall have the right to act as an agent for the other.

34. FREE FROM LIENS

The Lessee shall keep the Parking Lot free from any liens arising out of any work performed, material furnished, or obligation incurred by the Lessee.

35. ATTORNMENT

Lessee shall attorn to any party succeeding to City's interest in the Parking Lot and recognize that party as the licensor under this Agreement, provided such party acquires and accepts the Parking Lot subject to the terms, conditions and covenants of this Agreement.

36. CALCULATION OF TIME PERIODS

If any date for performance under this Agreement falls on a Saturday, Sunday, or bank holiday, then the date for performance shall be the next day which is not a Saturday, Sunday or bank holiday, and the next time period shall be calculated from and after the date of such actual performance. Unless specifically described herein as working days, all time periods shall be calculated as calendar days. Any time periods in this Agreement which are calculated in terms of "months" shall be calculated by using the same dates of the months being counted, regardless of the number of days in each month (for example, the period from April 15 to June 15 would be counted as two months, the period from April 15 to July 15 would be counted as three months, etc.).

37. GENERAL PROVISIONS

A. ENTIRE AGREEMENT.

This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of the agreement among the Parties hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

B. AMENDMENTS.

No revision or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of all Parties.

C. FURTHER ASSURANCES.

From time to time, either Party, at the request of the other Party, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting Party may reasonably require to more effectively complete the transactions contemplated by this Agreement.

D. TIME OF THE ESSENCE.

Time is of the essence with respect to the obligations to be performed under this Agreement.

E. SUCCESSORS IN INTEREST.

The covenants herein contained shall apply to and bind the successors and assigns (to the extent assignment is permitted) of the Parties hereto.

F. STATUS OF EMPLOYEES.

All persons performing services for Lessee in the Parking Lot or Parking Lot shall be solely employees or contractors of Lessee and not employees of City, except those persons expressly and directly employed by City. Furthermore, Lessee is not an agent of City.

G. CONSTRUCTION AND INTERPRETATION.

It is agreed and acknowledged by the Parties that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

H. CAPTIONS.

The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this Agreement. All references to section numbers refer to sections in this Agreement.

The words City and Lessee used herein shall include the plural as well as the singular. Words used in neuter general include the masculine and feminine and words in the masculine or feminine gender include the neuter.

The Parties agree that all provisions in this Agreement are to be construed as both covenants and conditions as though the words imparting such covenants and conditions were used in each separate Section or paragraph hereof.

I. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

J. SEVERABILITY.

The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

K. WAIVER.

The failure of any Party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that said Party may have and shall not be deemed a waiver of said Party's right to require strict performance of all terms, covenants, and conditions thereafter,

nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

L. FORCE MAJEURE.

If any Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

M. LEGAL JURISDICTION.

The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The Parties hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.

N. AUTHORITY OF CITY MANAGER.

The City Manager, or designee, shall administer this Agreement on behalf of City.

O. AUTHORITY OF EXECUTION.

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such Party is a partnership, corporation, or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this Agreement and perform all of its obligations hereunder.

P. MEMORANDUM OF AGREEMENT.

Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Agreement substantially in the form attached as Exhibit C. City shall cause the same to be recorded in the office of the Placer County Recorder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Lessee have executed this Agreement as of the date of execution by the City.

City:

City of Rocklin, a municipal corporation

By: _____
Aly Zimmermann, City Manager

Date: _____

Lessee:

G3 Concepts, Inc.,
a California corporation

By: _____
Name: Taylor Judkins
Title: CEO

Date: _____

APPROVED AS TO FORM:
MATTHEW McOMBER, CITY ATTORNEY

By: _____
_____, _____

Date: _____

ATTEST:

By: _____

Date: _____

Attachments:

EXHIBIT A – DESCRIPTION OF PREMISES

EXHIBIT B —COPY OF REVENUE AND TAXATION CODE SECTION 107.6

EXHIBIT C-- MEMORANDUM OF SHARED PARKING LOT USE AGREEMENT

EXHIBIT A

DESCRIPTION OF PREMISES

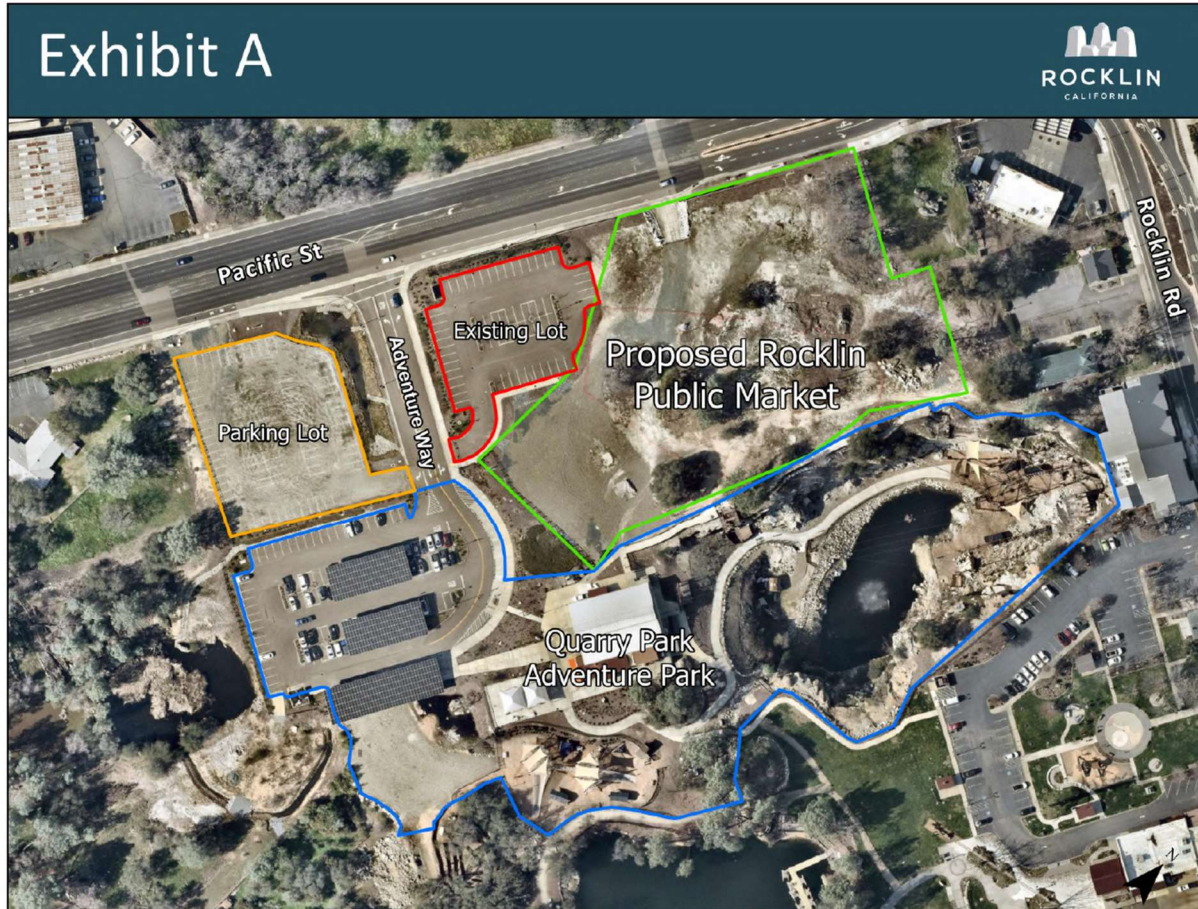


EXHIBIT B

REVENUE AND TAXATION CODE (As of June 1, 2022)

State of California

REVENUE AND TAXATION CODE

Section 107.6

CA Rev & Tax Code § 107.6 (2017)

(a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

(b) Failure to comply with the requirements of this section shall not be construed to invalidate the contract. The private party may recover damages from the contracting state or local public entity, where the private party can show that without the notice, he or she had no actual knowledge of the existence of a possessory interest tax.

The private party is rebuttably presumed to have no actual knowledge of the existence of a possessory interest tax.

In order to show damages, the private party need not show that he or she would not have entered the contract but for the failure of notice.

(c) For purposes of this section:

(1) "Possessory interest" means any interest described in Section 107.

(2) "Local public entity" shall have the same meaning as that set forth in Section 900.4 of the Government Code and shall include school districts and community college districts.

(3) "State" means the state and any state agency as defined in Section 11000 of the Government Code and Section 89000 of the Education Code.

(4) "Damages" mean the amount of the possessory interest tax for the term of the contract.

(Amended by Stats. 1996, Ch. 1087, Sec. 14. Effective January 1, 1997.)

Note: This excerpt is provided for reference only and is subject to legislative amendments.
It shall be Lessee's sole responsibility to review any updates to this code.

EXHIBIT C

MEMORANDUM OF SHARED PARKING LOT USE AGREEMENT

Recording Requested By
And Return To:

City of Rocklin
3970 Rocklin Rd.
Rocklin, CA 95677

No Fee per Government
Code § 6103 and § 27383

APN: _____

MEMORANDUM OF SHARED PARKING LOT USE AGREEMENT

This Memorandum of Shared Parking Lot Use Agreement is entered into on this ____ day of _____, 2025, by and between City of Rocklin, a municipal corporation, having its principal office at 3970 Rocklin Road, Rocklin, CA 95677 (hereinafter called "Lessor"), and G3 Concepts, Inc., a California corporation ("Lessee") ("Lessee").

1. Lessor and Lessee entered into a certain unrecorded Shared Parking Lot Use Agreement ("Agreement") on the ____ day of _____, 202__, pursuant to which Lessor granted Lessee a lease to use Lessor's property for a parking lot (the "Premises"), which property is legally described in Exhibit "1" attached hereto and made a part hereof. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is Fifteen (15) years commencing on the effective date of the Agreement.
3. This Memorandum of Shared Parking Lot Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Shared Parking Lot Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

4. This Memorandum of License may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same agreement.

City:

City of Rocklin, a municipal corporation

By: _____
Aly Zimmermann, City Manager

Date: _____

Lessee:

G3 Concepts, Inc.,
a California corporation

By: _____
Name: Taylor Judkins
Title: CEO

Date: _____

APPROVED AS TO FORM:
MATTHEW McOMBER, CITY ATTORNEY

By: _____
_____, _____

Date: _____



City Council Staff Report

Subject: Rocklin Municipal Code 2.48 – Police Salaries Update

Date: January 27, 2026

Submitted By: Tameka Usher, Director of Administrative Services

Department: Administrative Services - Human Resources

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin to Approve the Revised Salary Schedule for the Rocklin Police Officers' Association.

Background:

On December 15, 1980, the Rocklin City Council adopted Resolution No. 80-117 declaring the passing of “Measure C” related to Rocklin Police Department salaries and ordained Municipal Ordinance No. 440 (or Rocklin Municipal Code (RMC) Chapter 2.48), which states:

The Council shall, on January 1st annually, determine the existing average salaries for the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff's Office, operating within the county of Placer for each class of position employed by those agencies.

Effective February 1, 1981, and effective February 1st of each year thereafter, the Council shall adjust and determine that the average salary for each class of position in the Rocklin Police Department as set forth in this chapter is at least equal to the average of the salaries for the comparable positions in the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff's Office.

RMC Chapter 2.48 includes the following classifications: Sergeant, Police Officer, Dispatch Supervisor (Public Safety Dispatcher Supervisor), and Dispatch Clerk (Public Safety Dispatcher II).

Staff conducted a base salary study of the comparable positions, and presented the following summary of the study results to City Council at the December 9, 2025 City Council Meeting:

Classification	Rocklin PD Average	Local Agency Average ¹	Rocklin % Above/Below Average
Sergeant	\$137,598.50	\$125,425.44	9.71%
Police Officer	\$111,923.00	\$101,342.18	10.44%
Dispatch Supervisor	\$96,711.00	\$99,337.55	-2.64%
Public Safety Dispatcher II	\$83,687.50	\$80,793.56	3.58%

¹ Methodology defined in City of Rocklin Municipal Code 2.48

Per the chart above, the Dispatcher Supervisor (Public Safety Dispatch Supervisor) salary is below the average of the comparable positions.

Therefore, staff recommends that the City Council consider and approve the Public Safety Dispatch Supervisor salary increase of 2.64% so that it is at least equal to the average of the salaries for the comparable positions in the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff's Office, in accordance with RMC Chapter 2.48. Staff further recommends that the City Council consider and approve the retroactive payment of the base salary increase to January 24, 2026, which is the start of the pay period that includes February 1.

The Memorandum of Understanding between the City of Rocklin and the Rocklin Police Officers' Association, Section II - Compensation, Article 11. Salaries, Subsection 11.1.2 Salary Adjustments, states "Salary increases for all classifications within the RPOA bargaining unit shall be based on Measure C (Chapter 2.48 of the Rocklin Municipal Code) or negotiated salary increases contained in this MOU, whichever is greater. In no event shall an employee receive both a Measure C salary increase and a negotiated salary increase. " Therefore, the Public Safety Dispatch Supervisor classification will not be eligible to receive the following negotiated salary adjustment:

- Effective the first full pay period of July 2026, all classifications will receive a 2.0% base salary increase.

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

Fiscal Impact:

The estimated fiscal impact resulting from the staff recommendation is \$4,000 and will be absorbed within the Police Department's Operating Budget.

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - Rocklin Police Officers' Association Salary Schedule](#)

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
TO APPROVE THE REVISED SALARY SCHEDULE FOR THE
ROCKLIN POLICE OFFICERS' ASSOCIATION

WHEREAS, on December 15, 1980, the Rocklin City Council adopted Resolution No. 80-117 declaring the passing of "Measure C" related to Rocklin Police Department salaries and ordained Municipal Ordinance No. 440 (or Rocklin Municipal Code (RMC) Chapter 2.48), which states: The Council shall, on January 1st annually, determine the existing average salaries for the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff's Office, operating within the county of Placer for each class of position employed by those agencies. Effective February 1, 1981, and effective February 1st of each year thereafter, the Council shall adjust and determine that the average salary for each class of position in the Rocklin Police Department as set forth in this chapter is at least equal to the average of the salaries for the comparable positions in the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff's Office; and

WHEREAS, the results of the base salary study of comparable positions found that the Public Safety Dispatch Supervisor classification is 2.64% below the average of comparable positions; and

WHEREAS, staff is recommending that the City Council consider and approve a 2.64% salary increase for the Public Safety Dispatch Supervisor salary range; and

WHEREAS, in accordance with the Memorandum of Understanding between the City of Rocklin and the Rocklin Police Officers' Association Article 11, salary increases for all classifications within the RPOA bargaining unit shall be based on Measure C (Chapter 2.48 of the Rocklin Municipal Code) or negotiated salary increases contained in this MOU, whichever is greater. In no event shall an employee receive both a Measure C salary increase and a negotiated salary increase.

WHEREAS, the increase to the Public Safety Dispatch Supervisor range requires an update to the Rocklin Police Officers' Association Salary Schedule.

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

Section 1. Effective January 24, 2026, the updated Rocklin Police Officers' Association Salary Schedule attached hereto as Exhibit "A" is adopted.

Section 2. The following payment is hereby approved effective retroactively to January 24, 2026:

For the Public Safety Dispatch Supervisor, an increase in base salary of 2.64%.

Section 3. The Public Safety Dispatch Supervisor classification will not be eligible to receive the negotiated salary adjustment of 2% in July 2026.

PASSED AND ADOPTED this 27th day of January, 2026, by the following vote:

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

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

**CITY OF ROCKLIN
POLICE SALARY SCHEDULE
(Annual Salary)
Effective January 24, 2026**

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Sergeant	SP 1	\$ 116,466	\$ 120,542	\$ 124,761	\$ 129,128	\$ 133,647	\$ 138,325	\$ 143,166	\$ 148,177	\$ 153,363	\$ 158,731
Police Officer	SP 2	94,734	98,049	101,481	105,033	108,709	112,514	116,452	120,528	124,746	129,112
Public Safety Dispatch Supervisor	NSP0	84,019	86,960	90,003	93,153	96,414	99,788	103,281	106,896	110,637	114,509
Crime Analyst	NSP1	79,338	82,115	84,989	87,963	91,042	94,228	97,526	100,940	104,473	108,129
Senior Public Safety Dispatcher	NSP2	76,149	78,814	81,572	84,427	87,382	90,441	93,606	96,882	100,273	103,783
Community Service Officer Police Community Program Coordinator Police Records Supervisor Police Technical Assets Coordinator Public Safety Dispatcher II	NSP3	70,835	73,314	75,880	78,536	81,284	84,129	87,074	90,121	93,276	96,540
Senior Records Technician	NSP4	67,708	70,077	72,530	75,069	77,696	80,415	83,230	86,143	89,158	92,279
Evidence and Property Technician	NSP5	66,071	68,384	70,777	73,254	75,818	78,472	81,219	84,061	87,003	90,048
Public Safety Dispatcher I Animal Control Officer	NSP6	61,281	63,426	65,646	67,944	70,322	72,783	75,330	77,967	80,696	83,520
Assistant Evidence and Property Technician	NSP7	60,065	62,167	64,343	66,595	68,926	71,338	73,835	76,419	79,094	81,862
Police Records Technician	NSP8	58,362	60,405	62,519	64,707	66,972	69,316	71,742	74,253	76,852	79,542
Police Officer Trainee	NSP8	58,362									



City Council Staff Report

Subject: Vista Oaks Phase III - Notice of Completion of Public Improvements

Date: January 27, 2026

Submitted By: Lynn Toth, Associate Civil Engineer
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Vista Oaks Phase III Subdivision Improvements and Open Space (SD-2001-04A), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City (Arroyo Cap IV-1 LLC, a Delaware Limited Liability Company).

Background:

The tentative subdivision map for Vista Oaks Subdivision (SD-2001-04) was approved by the City Council on November 14, 2006, per Resolution No. 2006-351. A modification to the tentative subdivision map (SD-2001-04A) was approved by the City Council on May 10, 2022, per Resolution No. 2022-100. On May 27, 2025, the City Council approved the Final Map for Vista Oaks Phase III (recorded in Book HH of Maps, at Page 27 in the Office of the Recorder of Placer County) and authorized the execution of a Subdivision Improvement Agreement (Resolution No. 2025-099). The agreement required the owner, Arroyo Capital IV-1 LLC, a Delaware Limited Liability Company, to construct certain improvements that are specified to be dedicated to the City, including Open Space Lot A and trail improvements, as shown in Exhibit "A" of the Notice of Completion.

This project is located at the westerly terminus of Calverhall Way, southeast of Interstate 80, and north of the City of Roseville northerly border, at the northerly terminus of Ursula Way in Roseville (see Attachment 3 for a location map). The legal owner is Arroyo Cap IV-1 LLC, a Delaware Limited Liability Company), and their applicant (Principal) is Toll West Oaks LLC, a Delaware limited liability company.

The City's Engineering Division has completed final inspections and found the work to be complete and in accordance with the plans and specifications. The project is now ready for acceptance.

Fiscal Impact:

The improvements and open space will be maintained by the City, funded through the

Community Facilities District No. 5 Fund.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit 1 - Notice of Completion
3. Location Map

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE PUBLIC WORK KNOWN AS VISTA OAKS PHASE III SUBDIVISION
IMPROVEMENTS AND OPEN SPACE (SD-2001-04A), APPROVING THE NOTICE OF
COMPLETION, AND AUTHORIZING AND DIRECTING THE SENIOR ENGINEER TO
EXECUTE SAID NOTICE ON BEHALF OF THE CITY
(Arroyo Cap IV-1 LLC, a Delaware Limited Liability Company)

WHEREAS, the Vista Oaks Phase III subdivision project installed public improvements that are specified to be dedicated to the City, including Open Space Lot A and trail improvements; and

WHEREAS, the City's Engineering Division deems the work complete in accordance with the plans and specifications, and ready for acceptance.

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

Section 1. The attached Notice of Completion ("Notice") relative to that public work known as Vista Oaks Phase III Subdivision Improvements (SD-2001-04A), attached hereto and incorporated herein as Exhibit "1" which consists of subdivision improvements and trail improvements within Open Space Lot A, as identified in Exhibit "A" of the Notice, is hereby approved and the public work accepted.

Section 2. The Senior Engineer is hereby 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.

PASSED AND ADOPTED this 27th day of January, 2026 by the following vote:

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

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

Exhibit "1"
Notice of Completion

Recording Requested by and Return to:

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

No Fee Per Gov't Code § 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as **Vista Oaks Phase III Subdivision Improvements and Open Space (SD-2001-04A)** is complete. The location of said project is indicated on the map attached hereto as Exhibit "A" and incorporated herein by this reference. The owner of said project is Arroyo Cap IV-1, LLC, a Delaware Limited Liability Company. The contractor on said project was Marques General Engineering, and the surety on said project was **Old Republic Insurance Company**. The date of completion was December 28, 2025.

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

ATTEST:

City of Rocklin

Avinta Singh, City Clerk

Senior Engineer, City of Rocklin,
3970 Rocklin Road, Rocklin, California –
Owner of the Public Work Improvement

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

Date: _____ Signature: _____

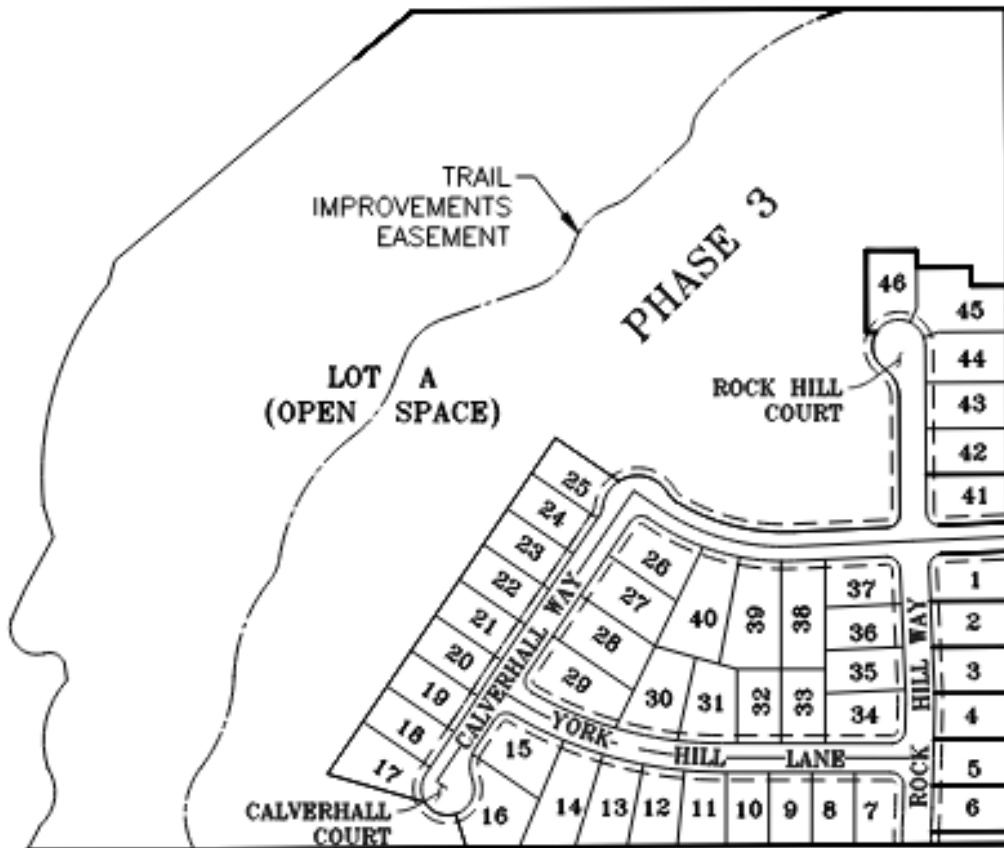
Larry M. Wing
Senior Engineer, City of Rocklin

INSERT NOTARY ACKNOWLEDGEMENT HERE

EXHIBIT "A"
 NOTICE OF COMPLETION AND
 CITY ACCEPTANCE OF
 PUBLIC IMPROVEMENTS OF
 OPEN SPACE LOT A
 VISTA OAKS PHASE 3



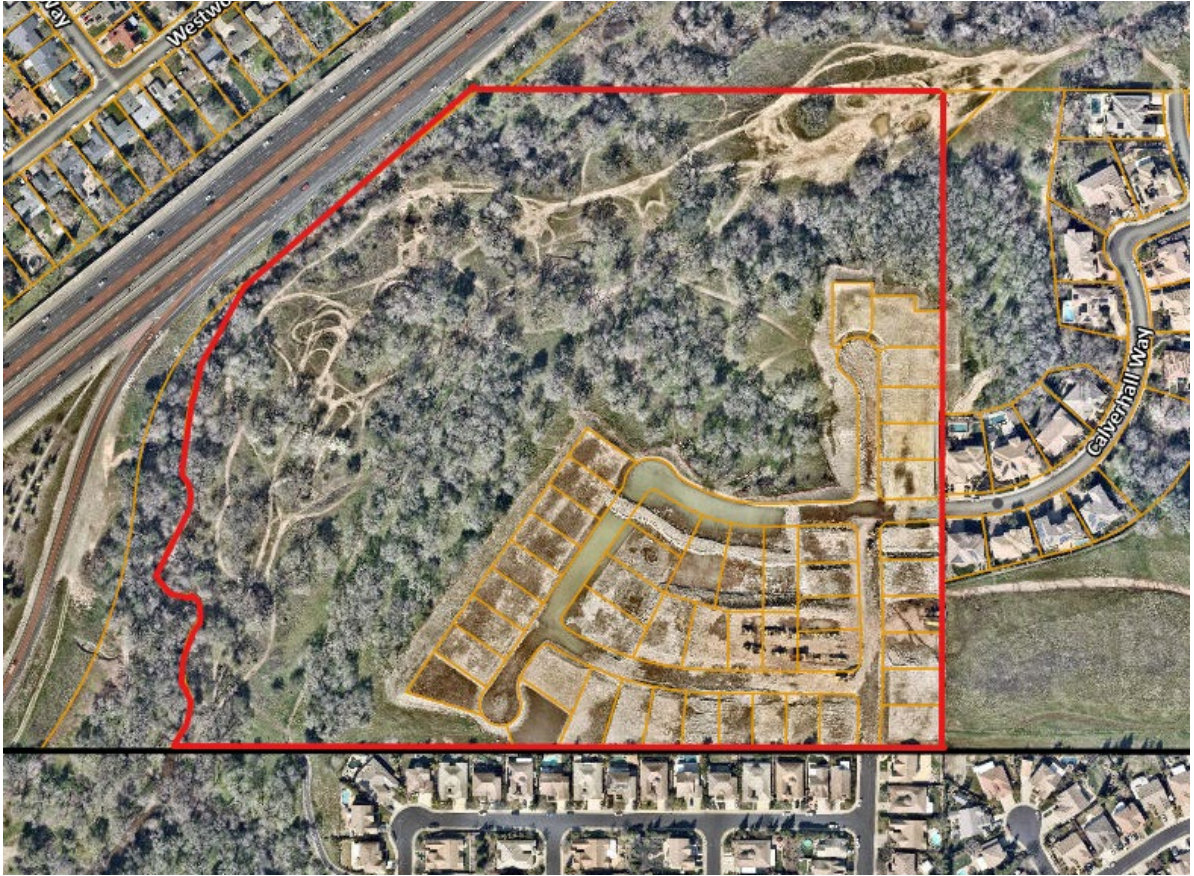
GRAPHIC SCALE
 0 150 300
 1 inch = 300 ft.



CITY OF ROSEVILLE

PAGE 1 OF EXHIBIT "A" OF
 NOTICE OF COMPLETION AND CITY ACCEPTANCE OF
 PUBLIC IMPROVEMENTS OF OPEN SPACE LOT A
 RESOLUTION NO. 2026-

LOCATION MAP





City Council Staff Report

Subject: Destiny Christian School / Environmental, ENV2025-0011; General Plan Amendment, GPA2025-0003; General Development Plan Amendment, PDG2025-0002; Conditional Use Permit, U2025-0003; and Design Review, DR2025-0007

Date: January 27, 2026

Submitted By: Nathan Anderson, Principle Planner
Arwen Wacht, Planning Manager
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:

Conduct a Public Hearing and Consider the Following:

- A. A Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Destiny Christian School / ENV2025-0011);
- B. A Resolution of the City Council of the City of Rocklin Approving a General Plan Amendment for a Level of Service Exception (Destiny Christian School / GPA2025-0003);
- C. A Resolution of the City Council of the City of Rocklin Approving a Conditional Use Permit to Allow a School Use (Destiny Christian School / U2025-0003); and
- D. A Resolution of the City Council of the City of Rocklin Approving a Design Review (Destiny Christian School / DR2025-0007).
- E. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending the Five Star General Development Plan (Ordinance No. 579) to Allow School Uses Within Area 15a, Subject to the Review and Approval of a Conditional Use Permit (Destiny Christian School / PDG2025-0002).

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 - Fiscal Impact Analysis
- 3. SR Attachment 2 - Public Correspondence
- 4. Resolution A - Notice of Exemption
- 5. Resolution B - General Plan Amendment
- 6. Resolution C - Conditional Use Permit
- 7. Resolution D - Design Review

8. Resolution D - Exhibit A
9. Ordinance E - General Development Plan Amendment

Subject: **Destiny Christian School**
Environmental / ENV2025-0011
General Plan Amendment / GPA2025-0003
General Development Plan Amendment / PDG2025-0002
Conditional Use Permit / U2025-0003
Design Review / DR2025-0007

Date: January 27, 2026

Submitted By: Nathan Anderson, Principal Planner
Arwen Wacht, Planning Manager
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:

The entitlement request includes a legislative action which requires an ordinance, which is a two-meeting approval process.

The Planning Commission recommends City Council approval of the following:

January 27, 2026 – First reading of ordinance and final action on resolutions:

- A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Destiny Christian School / ENV2025-0011);
- B. Adopt a Resolution of the City Council of the City of Rocklin Approving a General Plan Amendment for a Level of Service Exception (Destiny Christian School / GPA2025-0003);
- C. Adopt a Resolution of the City Council of the City of Rocklin Approving a Conditional Use Permit to Allow a School Use (Destiny Christian School / U2025-0003); and
- D. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (Destiny Christian School / DR2025-0007).

- E. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending the Five Star General Development Plan (Ordinance No. 579) to Allow School Uses Within Area 15a, Subject to the Review and Approval of a Conditional Use Permit (Destiny Christian School / PDG2025-0002).

February 10, 2026 – Final action for ordinance:

Adopt an Ordinance of the City Council of the City of Rocklin Amending the Five Star General Development Plan (Ordinance No. 579) to Allow School Uses Within Area 15a, Subject to the Review and Approval of a Conditional Use Permit (Destiny Christian School / PDG2025-0002).

Proposal/Application Request:

The project proposes to convert an approximately 53,000-square-foot tenant space within an existing retail commercial building into a school. To accommodate this use, the applicant is seeking a General Development Plan Amendment (PDG2025-0002) to allow a “school” as a conditionally permitted use in the current zoning district, to be processed concurrently with a Conditional Use Permit (CUP) to allow a school use for the project (U2025-0003).

According to the applicant, the school would include:

- 15 classrooms, with up to 20 students each.
- Maximum enrollment of approximately 250 students, serving grades 4th through 8th.
- A “teaching kitchen” to support instruction in culinary skills. This portion of the facility would feature:
 - Individual student workstations
 - Cooking appliances (ranges, ovens)
 - Sinks, storage, and prep space
 - Demonstration areas and seating for group learning

The proposed exterior modifications (DR2025-0007) include the addition of an outdoor play area featuring shade structures and basketball courts at the rear/east side of the existing building. A new concrete masonry unit (CMU) sound wall is also proposed along the portion of the play area adjacent to Highway 65 (to the south). Minor modifications to the doors and windows are also proposed, as discussed in the Design Review section of this report.

The project also requires a Level of Service (LOS) exception, pursuant to the General Plan (GPA2025-0003).

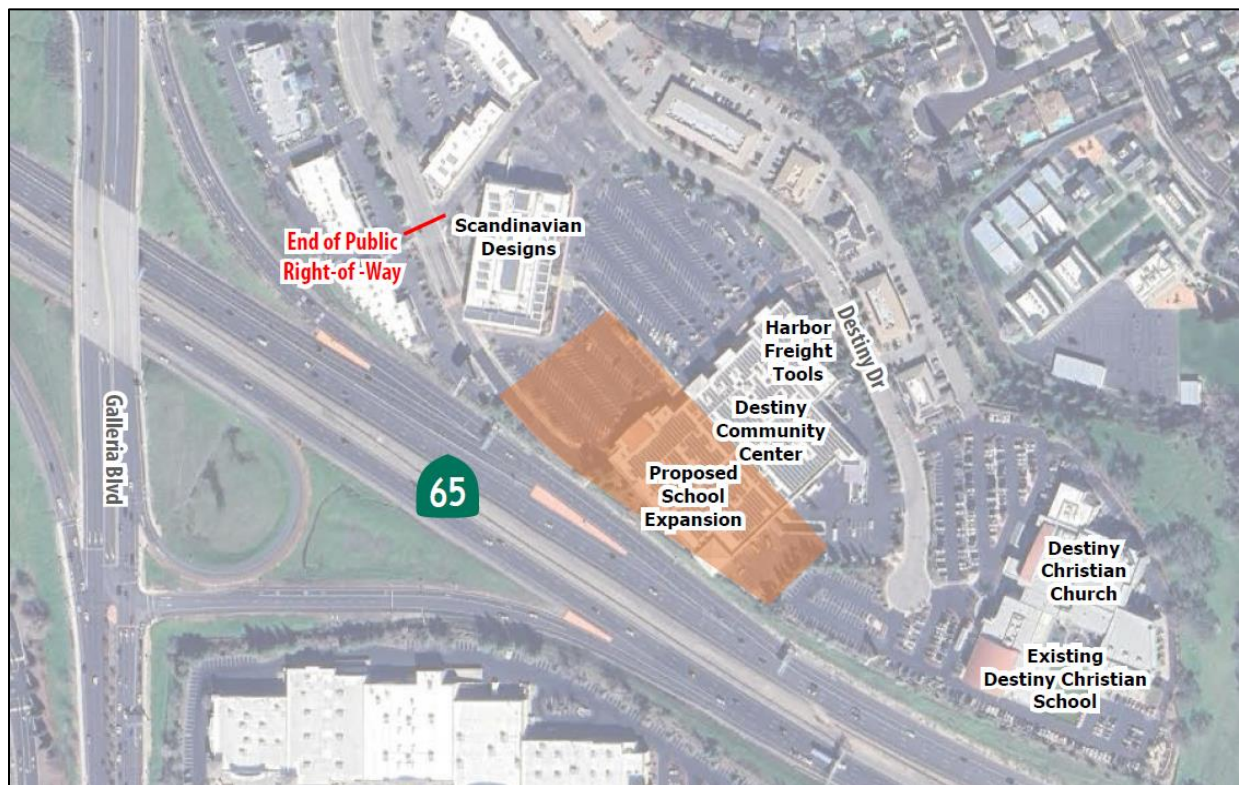
Project Applicant and Ownership:

The project applicant is Destiny Christian Church c/o Greg Fairrington. The property owner is Destiny Christian Church of the Assemblies of God, A California Non-Profit Corporation.

Project Location:

The project site is located within an existing commercial center, located north of State Route 65 (SR-65), west of Destiny Drive, and east of Five Star Boulevard. The proposed use is specifically for a portion of the existing building at 6850 #1 Five Star Boulevard. The Assessor's Parcel Number (APN) is 016-351-016. **Figure 1** illustrates the project location and aerial image of surrounding uses.

Figure 1. Project Location

**Summary of Planning Commission Hearing and Action:**

On December 2, 2025, the Planning Commission (Commission) heard and reviewed the proposed project. Staff presented the project and explained that the proposal requires discretionary policy determinations regarding whether the introduction of a new school use would be appropriate within an established retail district/development at this location. As these determinations fall within the authority of the Commission and City Council and there were some conflicting policies, staff did not recommend approval or denial and instead provided analysis to support the Commission's, and ultimately the City Council's, independent evaluations of the project.

Staff also noted an omission in General Plan Amendment (GPA) Exhibit A, which had erroneously omitted two of the three affected intersections – Five Star Boulevard / South Whitney Boulevard and Five Star Boulevard / Destiny Drive – from the list of intersections requiring Level of Service exceptions. Staff explained that the Traffic Study had been ambiguous with regard to whether the recommended signal adjustments within the City of Rocklin could bring those intersections into compliance, and stated that staff would consult with the traffic consultant prior to the City Council meeting to confirm whether these two intersections should be included. Accordingly, staff requested that the Commission recommend inclusion of the modified Exhibit A language to include the two additional intersections in the proposed GPA.

Since that meeting, staff has confirmed with the traffic consultant that the City of Roseville's unwillingness to modify signal timing at the Stanford Ranch Road / Five Star Boulevard intersection also affects operations at the other two intersections. Accordingly, all three intersections should be included as part of the proposed GPA, consistent with the Commission's recommendation.

Following staff's presentation, Tanner Di Bella addressed the Commission, representing the project. Mr. Di Bella stated that Destiny Church has been working with staff for nearly two years to allow for the operation of the school within an established retail space currently owned by the church. He noted that the proposal would allow for the expansion of an educational operation that already exists in the area.

The Commission opened the public hearing for the project; no public comment was received.

During deliberations, the Commission identified two potential issues associated with the project, specifically related to economic impacts to the City and on- and off-site traffic impacts. With respect to economic considerations, the Commission expressed concern that converting retail space to a school use would establish a precedent for similar conversions elsewhere in the area. The Commission emphasized that retaining availability of retail space capable of generating sales tax revenue remains an important City priority.

The Commission asked the applicant's representative whether Destiny Church would be willing to consider entering into a Development Agreement or other mechanism to offset potential sales tax revenue losses associated with the conversion. The representative stated that prior discussions had occurred with staff and that, while the church is amenable to exploring this option, terms had not been finalized prior to the Planning Commission hearing. The representative had requested that staff defer any further discussions about financial compensation until the project had been reviewed by the City Council.

The Commission also inquired about traffic and circulation, and asked whether the applicant could comply with the recommendations of the Traffic Study. The representative responded that Destiny Church operates multiple schools and is willing and able to

comply with all traffic-related recommendations to minimize on- and off-site impacts. They further stated that school staff would be present in the parking lot on a daily basis to coordinate traffic and ensure safe and efficient drop-off and pick-up activities.

The Commission concluded that traffic impacts would not be a significant concern, provided the applicant continues to work with staff to comply with the Traffic Study recommendations as conditioned. However, concerns regarding the potential precedent and impacts of allowing a school use within a retail commercial zoning district would still remain a key consideration for the City Council.

Ultimately, the Planning Commission voted unanimously (4-0 with one member absent) to recommend approval of the project, incorporating the modifications requested by staff into the GPA exhibit. The Commission also recommended that the proposed Conditional Use Permit (CUP) resolution be modified to include language requiring that the project applicant and staff work together to explore a solution related to the project's financial impacts. This issue is discussed further in the CUP section of this report.

Site Background and Characteristics:

The project site currently houses an existing retail commercial building/center that was constructed in 1993, with an exterior remodel/addition to construct what is now the Harbor Freight Tools storefront in 2004. Destiny Community Center, Fitness, and Café are located in the approximately 62,000 square foot portion of the building between the proposed school and Harbor Freight Tools.

Tables 1 illustrates the land uses and existing uses in more detail.

Table 1. Site and Project Information

General Plan Designation:	Retail Commercial (RC)
Design Review District:	Citywide Design Review
General Development Plan Area:	Five Star General Development Plan
Zoning:	Planned Development-Commercial (PD-C)
Existing Use of Site:	Developed Commercial/Retail Center
Total Parcel Area:	9.97± acres

The Five Star General Development Plan (PDG) was originally adopted by the City Council on February 9, 1988 (Ordinance No. 579). The PDG encompasses approximately 215 acres, divided into 19 distinct areas that include a mix of residential and nonresidential zoning districts. The PDG has been amended several times since its adoption, most recently in 2017. A zoning map of the Five Star PDG area boundaries is included as **Figure 2**, with the subject Area 15a highlighted in red.

Area 15a, also known as the Five Star Plaza shopping center, comprises two parcels, both zoned PD-C under the Five Star General Development Plan. The northern parcel,

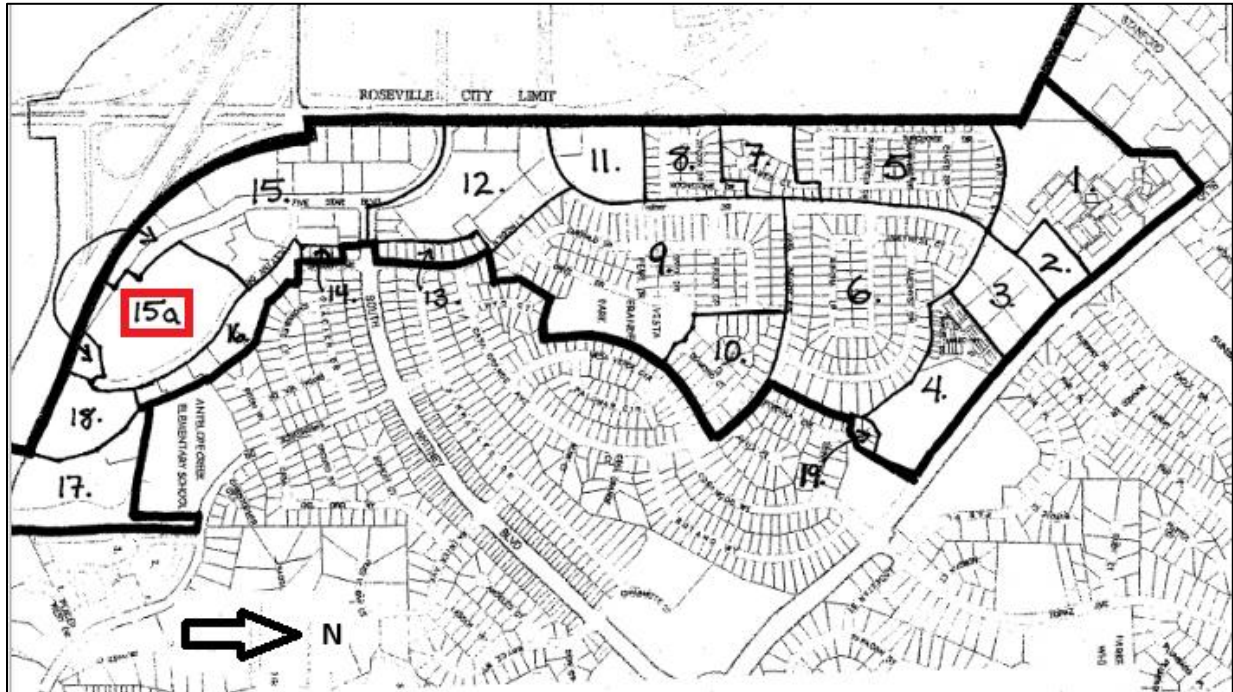
owned by Rocklin of California LLC, is currently occupied by Scandinavian Designs. The southern parcel, owned by Destiny Christian Church, houses Harbor Freight Tools, the Destiny Community Center, Fitness, and Café, and a large vacant retail/commercial space that formerly contained American Furniture Galleries. This vacant approximately 53,000 square foot commercial retail space is the proposed location for the Destiny Christian School.

In December 2014, Area 15a was amended through Ordinance No. 1021 to permit additional uses beyond the typical retail uses previously allowed. At that time, the zoning in this sub-area had been specifically structured to accommodate “big box” stores while significantly limiting other types of retail and office uses, with the goal of establishing the center as a destination for large-format retail. However, the center never reached full occupancy and remained partially vacant for several years.

To help address this, in 2017 the City Council approved a modification allowing a broader range of uses, including professional offices, banks and financial institutions, personal service establishments, places of assembly, and other non-retail uses, in order to help facilitate additional occupancy of the shopping center.

In 2023, a building permit application request was made to permit tenant improvements to modify the existing building to accommodate a proposed school use. At that time, planning staff informed the applicant that the proposed school use was not consistent with permitted uses allowed within the Planned Development Commercial (PD-C) zoning of Area 15a of the Five Star General Development Plan (PDG) and that the proposed improvements could not be allowed.

Figure 2. Five Star General Development Plan



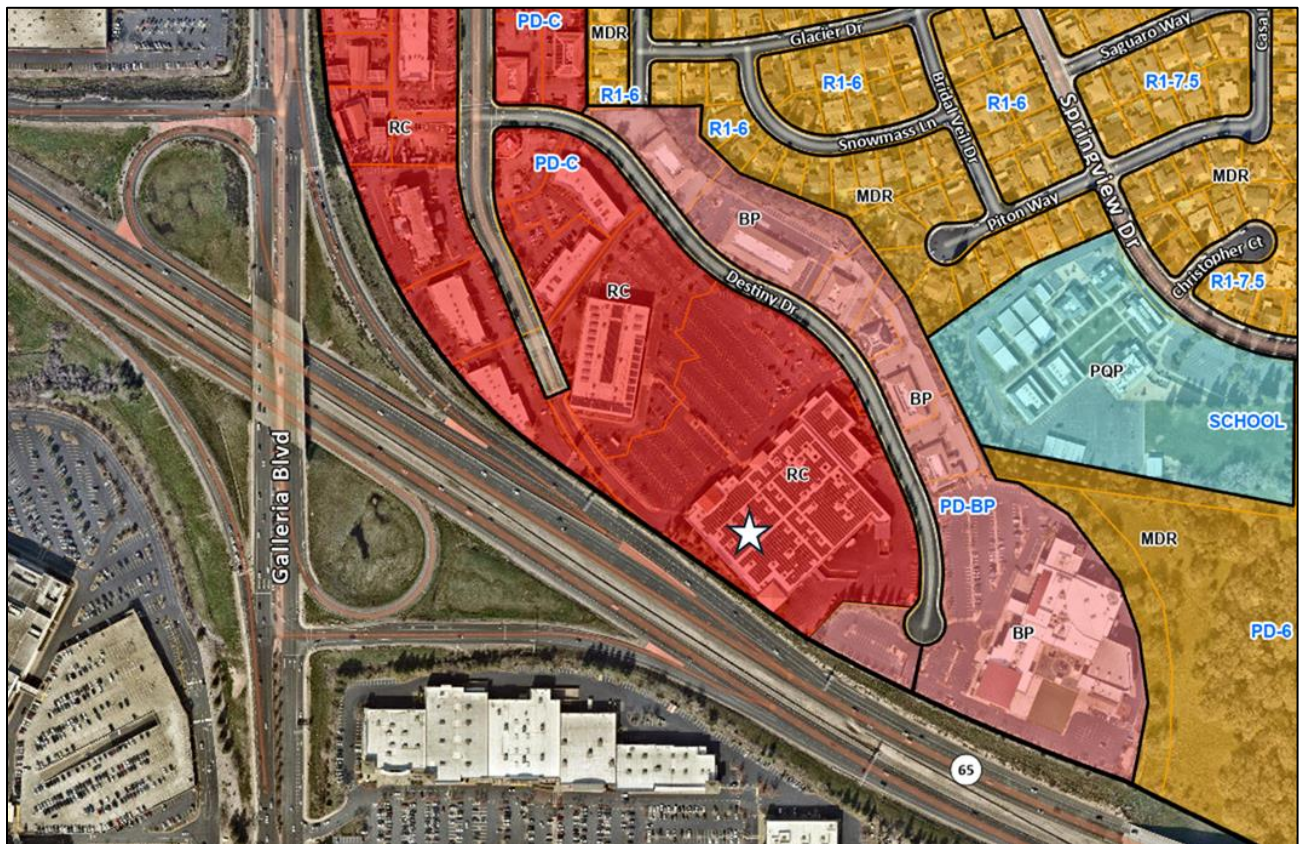
General Plan and Zoning Consistency:

The General Plan designation and zoning for the project site and surrounding properties are summarized in **Table 2** below and illustrated in **Figure 3** below.

Table 2. Surrounding Uses

	Current Use	Zoning	General Plan
Project Site	Retail Commercial	Planned Development Commercial (PD-C)	Retail Commercial (RC)
North	Office Complexes	Planned Development Business Professional (PD-BP)	Business Professional (BP)
South	State Hwy 65 (City of Roseville)	Retail Commercial (City of Roseville)	Retail Commercial (City of Roseville)
East	Religious School	Planned Development Business Professional (PD-BP)	Business Professional (BP)
West	Retail Commercial	Planned Development Commercial (PD-C)	Retail Commercial (RC)

Figure 3. Current General Plan/Zoning



General Plan Consistency

The site is designated as Retail Commercial (RC) under the General Plan. According to the City of Rocklin General Plan Land Use Element, the RC designation is intended to provide appropriately located areas for retail stores, professional offices, supportive commercial uses, and amusement uses, concentrated in a manner that serves the public conveniently and promotes mutually beneficial relationships among the various uses.

There are several General Plan policies specific to Noise, Circulation, and Public Facilities that are discussed in further detail in the related sections of this report.

Zoning Consistency

The property's zoning of Planned Development Commercial (PD-C) corresponds with the assigned General Plan land use designation of Retail Commercial (RC).

General Development Plan Amendment:

The project proposes a modification to Area 15A of the Five Star General Development Plan to allow a "school" as a conditionally permitted use within the current zoning district. This modification would apply only to two parcels: APN 016-351-016, which contains the existing multi-tenant building where the project is proposed, and APN 016-351-015, which contains the Scandinavian Furniture building located directly to the north.

The uses currently permitted within Area 15a of the Five Star PDG are as follows:

- A. Permitted Land Uses (all uses to be housed entirely within an enclosed building with no outside storage or display permitted):
 - 1. Retail Sales, new or used (including but not limited to dry goods, hardware, groceries, books, periodicals, plants, flowers, nursery products, electronics, furniture, appliances, building materials and supplies, automobiles, boats, motorcycles, musical instruments, drugs, etc.) except as may be prohibited or restricted by provisions of the RMC;
 - 2. Professional offices;
 - 3. Banks and financial institutions;
 - 4. Restaurant / Restaurant & Bar;
 - 5. Personal Service Establishments, such as a barber shop, beauty shop; tutoring services, pet grooming;
 - 6. Photographic studio, Art gallery;
 - 7. Dry cleaners / laundry;
 - 8. Places of Assembly;
 - 9. Mortuary;
 - 10. Billiard Room;
 - 11. Exercise or athletic club;
 - 12. Business or professional office.
- B. Conditionally permitted land uses
 - 1. Outdoor Sales, display, and / or storage;
 - 2. Call centers.

A “school” use is not listed as either a permitted nor a conditionally permitted use within Area 15A, and therefore remains prohibited. However, it should be noted that a “school” use is permitted in several other areas within the Five Star PDG, including the Planned Development Business Professional (PD-BP) zoned areas immediately to the east and south of the project site (Areas 16 and 18). Destiny Christian Church currently operates an existing school (preschool and elementary school / TK through 8th grade) and church directly to the southeast in Area 18 at 6900 Destiny Drive.

The proposed modification to allow the conversion of a commercial retail space into a school raises several considerations related to land use, operations, and the long-term functioning of the shopping center. Shopping centers are typically designed to support retail and commercial uses that rely on visibility, customer access, and synergy among tenants. Introducing a school into this environment represents a different type of use than originally anticipated, making it important to consider how the proposal aligns with the existing planning framework and with the City’s commercially zoned land.

Operational aspects of a school, such as pick-up and drop-off activity, outdoor play areas, and the accommodation of large numbers of children, have the potential to interfere with

the existing circulation patterns, parking availability, and delivery logistics of the shopping center. These factors can influence how the site functions for both students and retail patrons. An additional consideration is the proposed outdoor play area's proximity to SR-65, which will be affected by both noise levels and exposure to vehicle emissions.

The potential introduction of a school use may also affect the dynamics of existing and future businesses within the center. Changes in activity patterns could influence foot traffic and the types of uses that are most compatible in the surrounding area. From an economic perspective, replacing a leasable commercial space with a non-commercial use alters revenue generation at the site, negatively impacting sales tax generation for the City. At staff's request, the applicant submitted a Fiscal Impact Study prepared by Economic & Planning Systems, Inc. (EPS), dated April 3, 2025. This report, included as **Attachment 1**, analyzes the potential financial implications to the City should the retail space be converted to a school. Pursuant to this report, it is estimated that the proposed conversion could result in an approximate annual reduction of \$140,000 in City revenue.

It should be noted that this estimated revenue reduction represents a "best case" scenario for this location's earning potential. As discussed previously, while retail sales are the intended use for the site and would generate sales tax revenue, there are several other permitted uses that could occupy the space under the existing zoning. Examples include professional offices, banks and financial institutions, personal service establishments, and exercise or athletic clubs. These uses are allowed by right and would generate little to no sales tax revenue.

The City of Rocklin General Plan's Goal for Commercial Use is to retain and renew existing commercial land uses and designate sufficient new commercial areas to meet future City needs. In addition, the General Plan has two applicable policies related to Public Facilities and the reduction/loss of annual revenue:

PF-4 Disapprove development proposals that would negatively impact City-provided public services, unless the negative impact is mitigated.

PF-11 Ensure that new development will not create a significant negative impact on the existing level of police and fire protection services.

The Commission and staff have expressed concerns regarding the placement of a school within a retail commercial space, although this proposal presents a somewhat unique circumstance. The site would be incorporated into the existing Destiny Church campus, which has been expanding in this area over the past several years. Within this context, the proposal may be considered a limited exception and would not necessarily establish a precedent for allowing schools within larger shopping centers or similarly zoned, higher-traffic areas of Rocklin.

There are some potential benefits for the school expansion at this location, to both the community and the shopping center. A school use could help activate the site during

daytime hours, which may increase overall visitation and generate additional activity that supports nearby businesses.

As noted above, the Commission has emphasized that retaining retail space capable of generating sales tax revenue for the City remains a primary objective. The Commission and staff therefore recommend that the City Council carefully consider this factor prior to taking action on the project.

Conditional Use Permit:

The proposed project would provide additional space for the privately run Destiny Christian School, which operates nearby at 6900 Destiny Drive. Destiny Christian Elementary School currently provides transitional kindergarten (TK) through 6th grade classes for 136 students, as of the most recent school year. With the proposed expansion, the school would move upper elementary school grades (4th through 6th grades) and add 7th and 8th grade at the expansion site. The lower elementary school grades (TK through 3rd grade) would remain at the existing school site. According to Destiny Christian School representatives, existing classroom space that is vacated by moving upper elementary grades would likely initially function as support space and could become additional lower elementary school grade classrooms depending on future enrollment.

The proposed expansion site would have capacity for up to 250 students, although it would serve fewer students upon opening (about 40 fewer students according to Destiny Christian School representatives). Although the existing school site and proposed expansion would function as a single school, each site would have its own separate drop-off/pick-up areas and amenities on site.

Destiny Christian School staff have indicated that students will be dropped off/picked up at their school site (lower grades at the existing site, upper grades at the expansion site), and not permitted to walk between sites at drop-off/pick-up times. Families with students at both sites will be instructed to drop-off (or pick-up) at one site and then drive to the other site. The proposed expansion would have its own outdoor playground area on the south side of the building (i.e., opposite side of the main parking lot and drop-off/pick-up area) separate from the existing school site.

The existing school currently starts class at 8:15 AM five days a week and ends class at 3:15 PM Monday through Thursday with early release at 1:15 PM on Fridays. The proposed expansion site is expected to start class at 8:00 AM with a 3:00 PM release time Monday through Thursday and 1:00 PM early release on Fridays. This will allow families with students at both sites to drop-off/pick-up at the expansion site first, and then drop-off/pick-up younger students at the existing site second. It would also allow families with only upper grade level students to travel to the school expansion site and depart prior to mixing with peak traffic traveling to only the lower grade site.

As stated above, the project is proposing to modify Area 15a to allow for “Schools” to operate as a conditionally permitted use. In order to move this project forward, a CUP application is proposed to run concurrently with the PDG Amendment. If the PDG

Amendment is approved, the applicant has asked that the City Council also approve the CUP.

Assuming the PDG is modified to allow the school to be located within the PD-C zoning district, there are other factors which have been analyzed, including noise and traffic. Circulation and parking are critical, as school pick-up and drop-off activity can interfere with retail traffic patterns and create safety concerns if not properly managed. Adequate parking, safe pedestrian access, and clear traffic flow must be demonstrated.

Operations

The new proposed school would have approximately 250 students at maximum enrollment, serving grades 4th through 8th. Project operational hours would be from 7:00 a.m. through 4:00 p.m. The project includes an outdoor activity area in the southeastern area of the exterior of the building, where there is currently paved asphalt

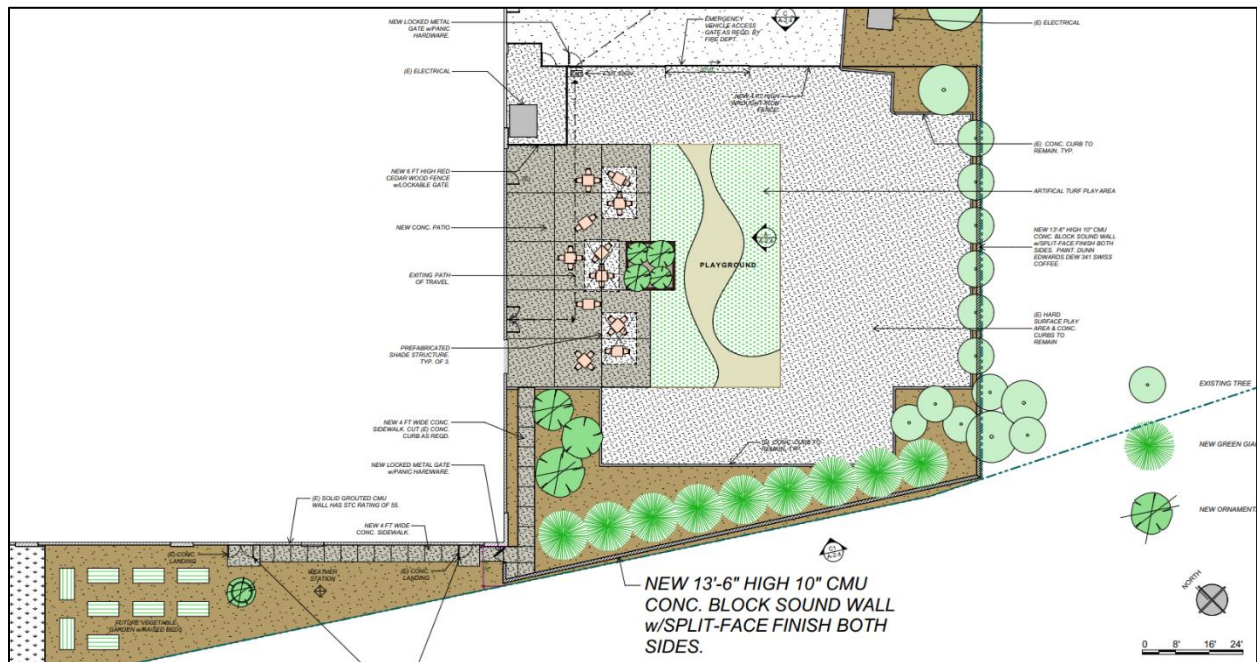
Noise

The proposed playground area is located in close proximity to the SR-65 off-ramp. To evaluate potential impacts, a Noise Study was prepared by ECORP Consulting, Inc., which analyzed traffic-related noise levels affecting the playground. The study determined that existing and projected noise levels from SR-65 would exceed the City's outdoor noise compatibility standards without mitigation.

However, the project has proposed construction of a concrete masonry sound wall along the southern and eastern edges of the playground to reduce noise exposure and ensure compliance with City standards (**Figure 4**). This barrier would block the line of sight to SR-65, reducing noise from southbound traffic. The wall is designed to be approximately 13.5 feet tall.

According to the study, the wall would reduce community noise attributed to traffic on SR 65 to 69.9, which is below the exterior community noise standard of 70 dBA CNEL at playgrounds.

Figure 4. Playground Area with Wall



Parking

The current Five Star PDG includes an unusually specific parking requirement of 3.965 off-street parking spaces per 1,000 square feet of floor area. The existing 132,023 square foot building requires a minimum of 524 spaces, and the parcel currently provides 501 spaces, a deficiency of 23 spaces.

The Scandinavian Designs building at 6849 Five Star Boulevard contains approximately 40,000 square feet, which requires 159 spaces under the same standard, and that parcel currently has 150 spaces, a deficiency of 9 spaces.

The proposed school includes the removal of 28 parking spaces to construct the outdoor playground area, which would reduce the total number of spaces on the parcel to 473, resulting in a deficiency of 51 spaces based on the existing PDG parking rate.

However, Section 17.66.150 of the Rocklin Municipal Code establishes significantly lower parking requirements for schools than for general retail uses. Elementary schools are required to provide loading space for at least four school buses, and junior high schools are required to provide one parking space for every three seats in the main auditorium or multi-purpose room, along with off-street loading space for buses.

These standards have not been updated since 1977, and the junior high school requirements greatly exceed modern parking standards. For comparison, the City of Roseville requires two parking spaces per classroom plus 60 lineal feet of loading area for every 100 students for public and private elementary, middle, and junior high schools.

The proposed school will serve 4th through 8th grade students. For parking analysis purposes, staff has applied the junior high school standard as the most conservative assumption under the current RMC. While the project does not have a traditional auditorium with fixed seats, the Conditional Use Permit limits enrollment to 250 students.

At one parking space per three seats, the parking requirement would be 83 spaces. By contrast, a retail tenant occupying the approximately 53,000 square foot space at the standard retail rate of four spaces per 1,000 square feet would require about 133 spaces. As a result, the school use would require 50 fewer parking spaces than a retail use, and the removal of 28 spaces to accommodate the playground is not expected to create a significant parking impact.

Because Area 15a of the Five Star PDG was written for uses allowed in the existing PD-C zoning district, it did not account for the lower parking demand of a school. The Commission and staff are therefore recommending that the parking section of Area 15a be modified to default to the parking standards in the RMC, and to allow parking reductions through a Conditional Use Permit when warranted by a proposed use.

Staff has also included a condition of approval requiring the parking lot to be restored to its original configuration once the school use ceases, so that all removed parking spaces are reinstated for future retail operations.

Based on these considerations, the Commission and staff find that the proposed parking demand is consistent with the recommended modifications and compatible with the surrounding shopping center.

Traffic and Circulation

The school is proposed within a currently vacant commercial/retail tenant space that shares a surface parking lot and access with the following adjacent service and retail uses:

- Destiny Community Center, Fitness, and Café (6850 Five Star Boulevard, Suite 2)
- Harbor Freight Tools hardware store (6850 Five Star Boulevard, Suite 1)
- Scandinavian Designs furniture store (6849 Five Star Boulevard)

The proposed school site, along with the Destiny Community Center, Fitness, Cafe and Harbor Freight Tools, is located on one parcel owned by Destiny Christian Church, which also operates the adjacent Destiny Christian Church and School at 6900 Destiny Drive and will operate this proposed school site. Scandinavian Designs occupies a separate 40,000± square foot building on a parcel that is under separate ownership; however, a reciprocal easement for access and parking exists between the two properties, allowing shared use of drive aisles and parking areas. The 6850 Five Star Boulevard parcel owned by the applicant also includes the private extension of Five Star Boulevard up to the drive aisle north of Scandinavian Designs. North of this drive aisle, Five Star Boulevard transitions to a public street.

Fehr & Peers prepared a Traffic Study for the project, which was finalized on October 29, 2025. As described above, the proposed expansion site would have capacity for up to 250 students, though it is expected to serve approximately 40 fewer students upon opening. The Traffic Study analyzed the project's maximum potential traffic impacts, recognizing that full enrollment may not occur for several years. Accordingly, the study includes recommendations to address potential future traffic increases as the school approaches capacity.

The consultant analyzed existing conditions at three major intersections expected to be affected by the project. Under existing weekday morning and afternoon peak-hour conditions, all study intersections operate at Level of Service (LOS) C or better, with the exception of the intersection at Stanford Ranch Road / Five Star Boulevard, which currently operates at LOS D during the afternoon peak hour. This intersection lies within the City of Roseville.

The proposed school would have a dedicated drop-off and pick-up area. Families with students attending both the existing campus and the proposed site will be instructed to complete drop-off or pick-up at one campus before traveling to the other. Based on the proposed schedules, most families are expected to visit the upper grade site first (6850 Five Star Boulevard), followed by the lower grade site (6900 Destiny Drive).

According to information provided by Destiny Christian School, approximately half of the families with upper grade students also have students in the lower grades. Therefore, half of the outbound trips from the upper grade site are assumed to continue to the lower grade site before exiting the general area via Destiny Drive. The proposed drop-off circulation is shown in **Figure 5**.

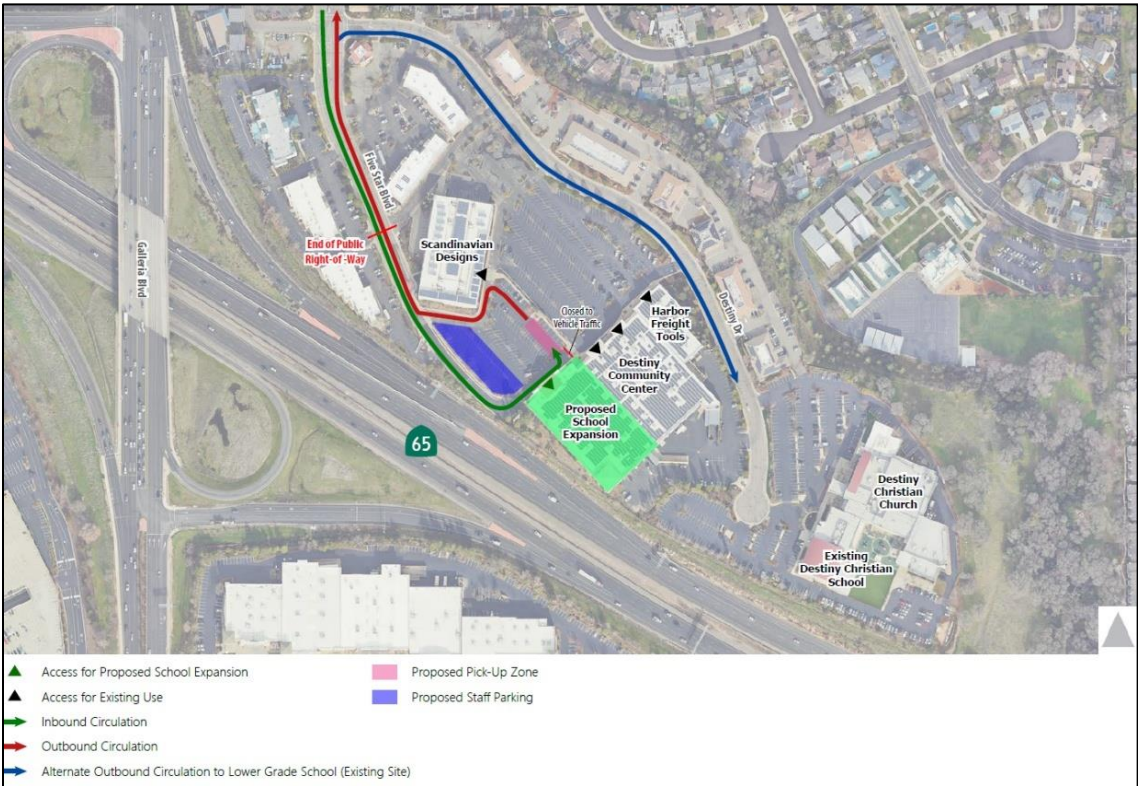
Figure 6 illustrates the proposed PM pick-up circulation when the expansion site is at full capacity. Because vehicle queues are longer during pick-up, students would be collected in the parking aisle adjacent to the sidewalk between Scandinavian Designs and Destiny Community Center. Students would use the existing raised crosswalk connecting this sidewalk to the walkway in front of the proposed school expansion and Destiny Community Center.

To promote student safety, the main drive aisle along the front of the building would be closed to through traffic during PM pick-up. All exiting vehicles would be directed toward Five Star Boulevard to minimize conflicts with patrons of nearby businesses. Families with students at both campuses would be directed to travel north on Five Star Boulevard and then turn right onto Destiny Drive, as shown in blue on **Figure 6**.

Figure 5. Proposed School AM Drop-Off Circulation



Figure 6. Proposed School PM Pick-Up Circulation



According to the Traffic Study, traffic operations (i.e., delay and Level of Service [LOS]) are projected to degrade with the project, particularly during the afternoon peak hour. This degradation is primarily attributed to increased delay and queuing on westbound Five Star Boulevard, which is already nearing capacity under existing conditions given the current signal timing. As shown in the study, the westbound approach operates near LOS F during the afternoon peak hour even without the project. When the proposed expansion reaches full capacity (i.e., 250 students), this approach is expected to exceed capacity, resulting in queue spillback through upstream intersections.

In addition, the study found that the afternoon peak hour traffic would also degrade to LOS F at the Five Star Boulevard / South Whitney Boulevard intersection and the Five Star Boulevard / Destiny Drive intersection. Both of these intersections are located within the City of Rocklin.

To mitigate these impacts, the Traffic Study recommends retiming the traffic signals at the Stanford Ranch Road / Five Star Boulevard (Roseville) intersection to allocate additional green time. These adjustments would help alleviate over-capacity conditions and reduce queuing during the afternoon peak hour. Based on the results of the recommendations, it is anticipated that the recommended modifications would improve the Five Star Boulevard / South Whitney Boulevard intersection to LOS B and the Five Star Boulevard / Destiny Drive intersection to LOS A in the PM peak hour.

However, because the City of Roseville operates and maintains the signal at Stanford Ranch Road / Five Star Boulevard, any timing modifications to that intersection would need to be implemented by the City of Roseville. Based on the analysis, a more balanced signal plan could be achieved by slightly increasing green time for the westbound approach with minimal effects on traffic flow along Stanford Ranch Road. Northbound and southbound movements currently have excess capacity under existing timing conditions. Nonetheless, any adjustments must continue to prioritize north-south travel and maintain coordinated signal operations along the Stanford Ranch Road corridor (i.e., Fairway Drive, Five Star Boulevard, and the SR 65 ramp intersections). In addition, adjustments should be calibrated to minimize impacts on eastbound travel along Five Star Boulevard. Based on these recommended modifications, this Roseville intersection is anticipated to be unchanged, and remain at LOS D in the PM peak hour.

Staff and the traffic consultant contacted the City of Roseville to discuss the report's recommendation to retime the traffic signal at the Stanford Ranch Road / Five Star Boulevard intersection. While Roseville did not deny the request, the jurisdiction did not agree to it either. Instead, Roseville staff stated that they would continue to analyze operations within their jurisdiction and would possibly be open to signal retiming in the future, if their operations warranted the change. This is addressed further in the Circulation Element LOS Exceptions discussion below.

Traffic Management Plan

As a condition of approval for the CUP, the school will be required to develop and implement a Traffic Management Plan (TMP) for student drop-offs and pick-ups prior to commencing operations. The TMP must identify a comprehensive strategy to ensure that vehicle queues remain contained on private property. The plan will be required to be updated annually, or sooner if directed by City staff in response to persistent circulation issues or public complaints. Both the traffic consultant and City staff recommend that the following items be incorporated into the TMP:

1. **Encourage later arrival for pick up.** Families should be encouraged to arrive after the end of the school day. The traffic study shows that the longest queues occur just before dismissal when families arrive early and wait. Once students are released, queues clear quickly because departures exceed arrivals. To help manage this, the school could adopt a policy that prohibits vehicles from waiting in the pick-up zone more than five minutes before dismissal. The school should also highlight the shorter wait times experienced by families who arrive after dismissal.
2. **Contain queues on private property.** The TMP must demonstrate that all pick up queues remain on private property and do not extend into the public right of way along Five Star Boulevard north of Scandinavian Designs. The plan should also confirm that circulation for nearby businesses and emergency access routes remains unobstructed.
3. **Evaluate alternate circulation patterns.** The TMP may consider routing the queue through the staff parking area instead of directly back toward Five Star Boulevard. A snaking pattern through the parking lot could reduce the length of the queue that approaches the street.
4. **Provide direction for families picking up at multiple sites.** Families who will pick up students at the lower grade campus after picking up at the expansion site should be directed to exit onto Five Star Boulevard, travel north to Destiny Drive, turn right onto Destiny Drive, and proceed to the existing Destiny Christian Elementary School.
5. **Close the drive aisle during afternoon pick up.** The drive aisle across the raised crosswalk between Destiny Community Center and the expansion site should be closed to through traffic during the afternoon pick up period. Cones, temporary signage, and staff direction should clearly communicate this closure. Signage or staff should also instruct customers of Destiny Community Center and Harbor Freight Tools to exit via Destiny Drive. If a vehicle approaches the closed drive aisle, signage or staff should direct the driver down the parking aisle toward Scandinavian Designs to access Five Star Boulevard.

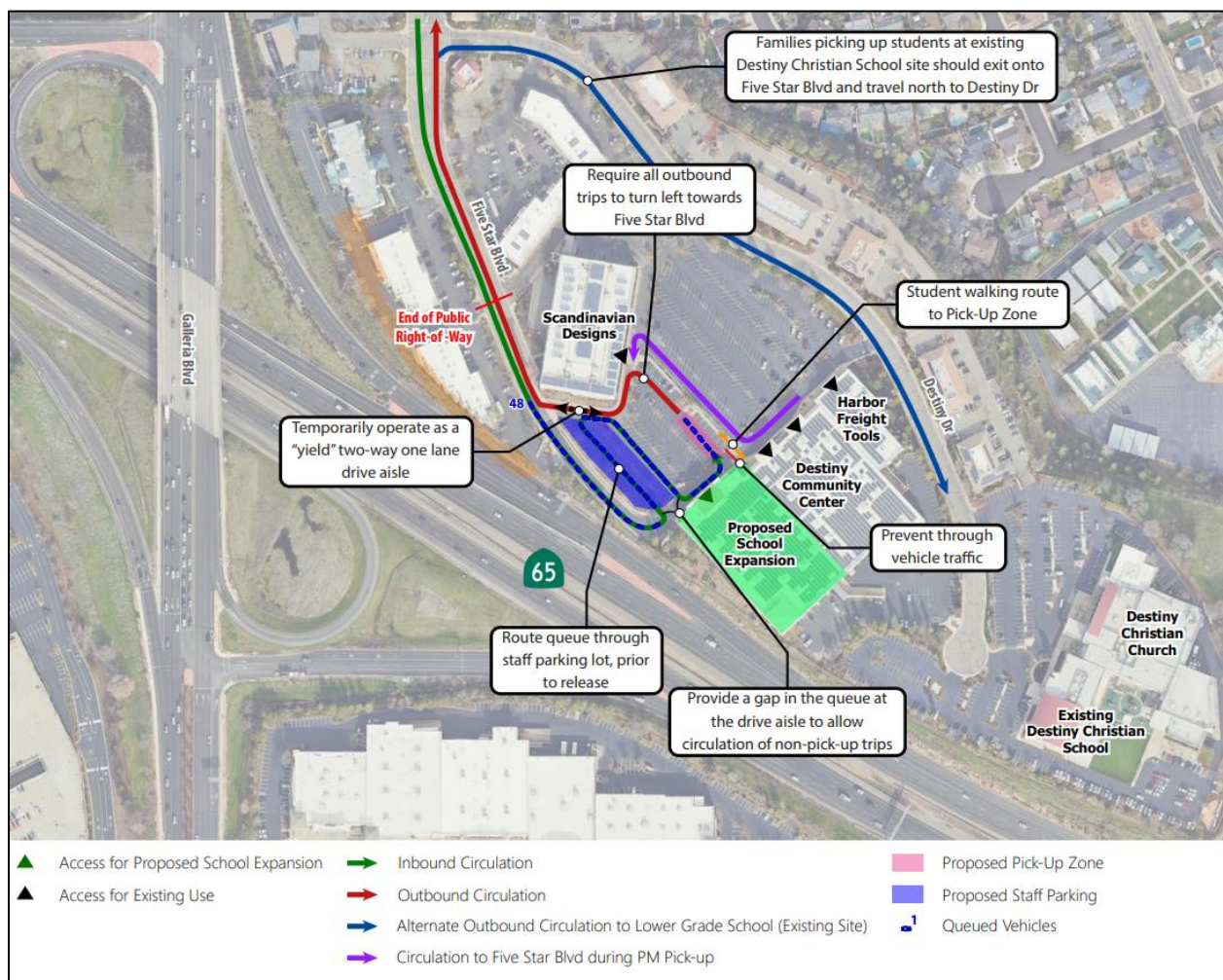
It should be noted that adopting and enforcing a “no early arrival” policy (Item 1) is the primary strategy to prevent unacceptable vehicle queues. Early arrivals are the main cause of extended congestion, as these vehicles cannot depart until dismissal. The

recommendation to reroute the queue through the parking lot (Item 3) should only be implemented if vehicle queues continue to regularly extend north of Scandinavian Designs after the “no early arrival” policy has been enforced.

Any proposed routing should be clearly documented in the TMP (see Item 2) and reviewed by City public safety representatives to confirm adequate emergency access would be maintained. Temporary signage, cones, and on-site staff should help maintain a “keep clear” zone where the queue crosses the main drive aisle near the school’s main entrance. This would preserve circulation for vehicles not participating in student pick-up.

Figure 7, which is taken from the Traffic Study, illustrates one potential routing scenario using existing drive aisles and parking areas. As shown, the queue may extend into the drive aisle southwest of Scandinavian Designs, which only accommodates two lanes of traffic. If this occurs, school staff should direct traffic as needed, alternating one-way movement to maintain safe circulation.

Figure 7. PM Pickup Queue / On-Site Circulation Management Plan



General Plan Amendment – Circulation Element Level of Service Exceptions:

Because the City of Roseville is not willing to commit to modifying the signalized intersection as recommended, the resulting Level of Service (LOS) would degrade to a level that is inconsistent with the City of Rocklin's General Plan Circulation Element.

Although Vehicle Miles Traveled (VMT) is now the primary metric used to evaluate transportation impacts under the California Environmental Quality Act (CEQA), the City of Rocklin General Plan, like those of many other jurisdictions in California, continues to include policies and action steps addressing intersection LOS standards.

LOS is a measure of intersection or roadway performance, expressed on a scale from "A" to "F," with "A" representing free-flowing conditions and "F" representing severe congestion and delay. Unlike academic grading, LOS "C" generally represents a satisfactory operational level with minimal delay. It is important to note that LOS is typically evaluated during the worst periods of the day (the P.M. peak hour, generally between 4:00 and 6:00 p.m.); during most other hours, intersections operate at significantly better conditions than those reported for the peak period.

The City of Rocklin General Plan Circulation Element establishes Policy C-10, which identifies LOS "C" as the Citywide standard for signalized intersections during the P.M. peak hour. Implementation details for this policy are provided under General Plan Action Step CA-2. This Step states that a diminished LOS lower than "C" shall be acceptable upon findings of the approving body based on the finding that the solution requires improvements involving facilities controlled by another entity and agreement on the design cannot be reached.

As an agreement with the City of Roseville cannot be achieved with regard to the Stanford Ranch Road / Five Star Boulevard intersection, that diminished LOS would also affect operations at the Five Star Boulevard / South Whitney Boulevard and the Five Star Boulevard / Destiny Drive intersections. Accordingly, all three intersections should be included as part of the LOS exception, consistent with the Planning Commission's recommendation.

The Planning Commission and staff recommend that the City Council find that the proposed General Plan LOS exception for these three intersections is acceptable, consistent with Circulation Element Action Step CA-2.b.:

CA-2 A diminished Level of Service (LOS) recognized by Policy C-10.B shall be acceptable upon findings of the approving body based upon the following considerations:

b. Street improvements will be considered infeasible if:

- 1) A specific improvement within Rocklin or in another jurisdiction outside of Rocklin's control is considered unacceptable to the City because it would create unusual economic, legal, social,

technological, physical or other similar burdens and considerations.

- 2) The solution requires improvements in Rocklin involving facilities that are under the control of another entity such as Caltrans, and the City and that agency cannot come to agreement regarding the design and extent of the improvements that are needed.
- 3) Other specific circumstances as determined by the approving body.

Senate Bill 18 Consultation

Because this LOS Exception process requires an amendment to the Circulation Element, Senate Bill 18 (SB 18) requires the City to offer a 90-day consultation period to California Native American tribes, pursuant to Government Code sections 65352 and 65352.3. In accordance with that requirement, the City sent out an SB 18 notice to all applicable tribes on October 1, 2025.

Staff received one response from the Wilton Rancheria tribe indicating that it has no comments and does not wish to enter into consultation, and one response from the United Auburn Indian Community stating that while it does not require formal consultation as part of this process, it requests notification prior to any ground-disturbing work on the playground so that it may inspect the subsurface soils. Staff has incorporated this request as a condition of approval for the project.

Financial Impacts

As discussed above, a Fiscal Impact Study was prepared for the project, which stated that allowing for the conversion of the subject retail commercial tenant space into a school facility could result in an estimated annual reduction of approximately \$140,000 in City revenue. Staff attempted to work with the applicant to identify potential measures to offset this loss prior to the Planning Commission hearing; however, no agreement was reached, and the applicant ultimately requested that further discussion be deferred until the project was formally presented to the City Council.

The Planning Commission asked the project representative about this issue during deliberations at the December 2, 2025 public hearing. Mr. Di Bella, representing the project, indicated that the church would be willing to discuss the possibility of a Development Agreement, but that their team desired direction from the decisionmakers before committing to any specific financial mitigation. Mr. Di Bella stated that, if directed by the City Council, they would be open to considering a Development Agreement to contribute funds to offset the identified fiscal impact.

During the hearing, the Commission expressed appreciation for the applicant's willingness to explore this option if directed by the City Council. Ultimately, the Commission voted to recommend approval of the project, with the recommendation that the City Council and the applicant discuss and determine potential mitigation strategies related to the loss of tax-generating retail potential on the site.

If the City Council determines that further measures are necessary to offset the loss of potential City revenue, the introduction and approval of a Development Agreement would be required. In this case, the final proposed Development Agreement document would need to return to the City Council for separate review and approval.

Staff recommends that, if this is the City Council's direction, no action be taken on the project at this meeting and that the item be continued off calendar to allow staff and the applicant to prepare a Development Agreement based on specific direction from the City Council regarding its terms, and return with a full and complete entitlement package before the City Council's final decision. If this option is selected, staff further recommends that the City Council provide guidance on the desired terms of the Development Agreement, which staff would include when drafting the document.

Design Review:

Pursuant to the Rocklin Municipal Code (RMC), Design Reviews are discretionary entitlements that provide an opportunity for the City and outside agencies to analyze proposed development, determine if the proposal is consistent with applicable land use designations, zoning, other applicable codes, as well as architectural and site design standards. Staff analyzes the site design; access, circulation, and parking; landscaping; walls and fences; architecture; and signage for compliance with the Citywide Design Review Criteria and other City codes and standards such as the provision of adequate on-site parking. Design Review is by and large the analysis of the aesthetics of a development and how it fits within the context of the surrounding area. Additionally, for those projects within Architectural Review Districts, the Architectural Review Committee (ARC) reviews and recommends to the Planning Commission, or in this case the City Council, approval of a project that meets the minimum requirements for the specific District.

Historically, staff and the decisionmakers have been charged with reviewing development proposals as noted above, for consistency with land use, zoning, and design review guidelines, and for compatibility with surrounding development. When establishing land use and zoning designations on a broad scale, such as during the development or update of a City-wide General Plan, or on a slightly lesser scale during the development or update of a General Development Plan, overall factors such as land use balance, compatibility and fiscal considerations are analyzed and considered. Generally speaking, projects that involve only Design Review entitlements are analyzed specific to the items discussed in the above paragraph and do not involve an in-depth review of land use balance or fiscal considerations such as the desirability of a particular use in support of the overall long-term economic goals of the City.

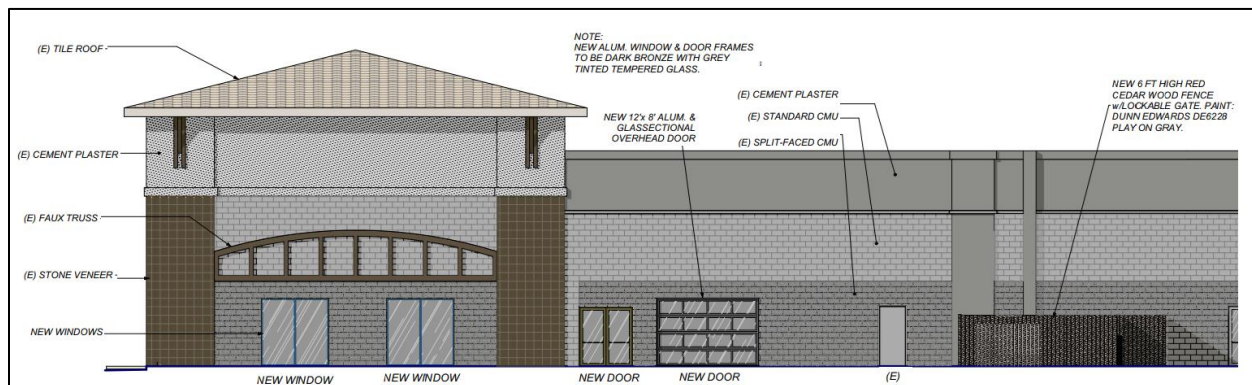
Per Section 17.72.070(C) of the RMC, any decision by the design review board or the council on a design review application shall be based on consideration of the following:

1. Relationship between the site design and the surrounding development, natural features and constraints and traffic flow;

2. Height, bulk and area;
3. Orientation of buildings and structures (with emphasis on energy consumption for heating, cooling, lighting);
4. Color scheme and materials;
5. Style, type and orientation of lighting;
6. Dimensions and placement of signs and graphics;
7. Landscaping (with emphasis on aesthetics, use of water and maintenance needs);
8. Parking design, including ingress and egress patterns;
9. Other design review criteria, which may be adopted from time to time by resolution of the council.

As previously discussed, the project involves modifications to an existing building, with exterior changes limited to the rear (southeast) elevation. Proposed improvements include adding two windows and a pair of aluminum and glass doors in the area designated as the resource center, and a 12-foot by 8-foot sectional metal and glass door near the teaching kitchen. The existing loading dock would be converted into a playground area with a screen/noise wall. No changes are proposed to the front elevation, and existing architectural features, colors, and materials will remain. See **Figure 8**.

Figure 7. Exterior Modifications (Rear)



The Commission and staff find the proposed modifications to be compatible with surrounding development and consistent with applicable General Plan policies, Citywide Design Review Guidelines, the Five Star General Development Plan, and all relevant zoning standards. The height, bulk, materials, and color scheme of the improvements complement the existing building and surrounding context.

Environmental Determination:

The project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Section 15301, Existing Facilities. As noted previously, the proposed school would occupy an existing building within a fully developed shopping center.

Although the project requires an LOS Exception for anticipated impacts to the intersections at Stanford Ranch Road / Five Star Boulevard, Five Star Boulevard / South Whitney Boulevard and Five Star Boulevard / Destiny Drive, LOS is no longer treated as a CEQA issue. This condition, on its own, does not trigger any additional CEQA review for this proposal.

Recommendation:

The Planning Commission recommends that the City Council approve the project, with the additional recommendation that the City Council consider the Commission's and staff's concerns regarding financial impacts and potential mitigation, as discussed above.



Memorandum

To: David Mohlenbrok, Community Development Director, City of Rocklin

From: Jamie Gomes

Subject: Rocklin Educational Rezone Fiscal Impact Analysis; EPS #242001

Date: April 3, 2025

Introduction

The City of Rocklin (City) retained Economic & Planning Systems, Inc. (EPS) to prepare the Fiscal Impact Analysis (Analysis) for the proposed Rocklin Educational Rezone Project (Project)—an approximately 62,500 building square foot rezone proposal, located in the City.

This Analysis examines the Project’s estimated fiscal impact on the City’s annual General Fund budget, based on the Fiscal Year (FY) 2024-2025 Adopted Budget. Specifically, the Analysis estimates whether projected revenues from the Project will cover the costs of delivering City services (e.g., police protection, fire protection, and parks and recreation) to the Project’s new service population (students and employees). The Analysis is based on the assumption that these services will be provided by the City.

At the City’s request, EPS has analyzed the estimated fiscal impacts to the City for the following two land use scenarios:

- **Scenario 1 “Existing Use”**—Existing Zoning (62,500 building square feet of commercial retail use)
- **Scenario 2 “Proposed Use”**—Proposed Rezone Project (15 educational classrooms within approximately 62,500 building square feet of former commercial retail space)

This memorandum provides an overview of the Project and two scenarios. The memorandum then summarizes the annual fiscal impacts of each scenario, assuming buildout of the Project area. Finally, the memorandum summarizes the methodology used to calculate the fiscal impacts and presents detailed calculations and results in the Appendices.

Project and Scenario Overview

The Project site involves a single nonresidential building with approximately 62,500 building square feet, located at the southwestern corner of the center at the end of Five Star Boulevard. The Project Applicant (Destiny Christian Church) owns the property. Previously, the Applicant had leased the building to a commercial retail tenant who occupied the building until 2023. The Applicant is now seeking City approval to convert the building into 15 new classrooms and ancillary supporting space to expand capacity for their school, which operates in other building(s) within the center. As summarized above, this Analysis studies two building use scenarios, described in further detail below and in **Table A-2**:

- **Scenario 1—Existing Use.** The entire parcel would remain zoned CC and could be released to a commercial retail tenant.¹
- **Scenario 2—Proposed Use.** The proposed Project includes a rezone to permit educational uses accompanied by tenant improvements to establish 15 classrooms and support space needed to accommodate teachers, students, and associated support staff.²

Overview of Results

The Analysis comparing the fiscal impacts to the City of existing versus proposed zoning yielded the results shown in **Table 1** below.

Table 1: Fiscal Impact Analysis Summary

Item	Estimated Annual Revenues/Expenditures (Rounded)		
	Scenario 1	Scenario 2	Difference
	Existing Use	Proposed Use	
Annual Fiscal Impact			
Annual General Fund Revenues	\$139,500	\$1,100	(\$138,400)
Annual General Fund Expenditures	\$25,100	\$8,900	(\$16,200)
Net General Fund Surplus/(Deficit)	\$114,400	(\$7,800)	(\$122,200)
<i>sum</i>			

¹ The Analysis is based on the assumption that if the property were not rezoned for educational uses that the Project could be reoccupied by a retail tenant, similar to the prior use, that would generate taxable sales for the City. EPS was asked to treat that assumption as a given and wishes to make clear to the reader that this assumption is not based on a market analysis evaluating the viability of a return of a taxable retail use to the Project.

² The Analysis is based on the assumption of up to 45 employees for the proposed rezone, including teachers and support personnel. The Analysis does not project increased demand or impacts directly from students as it is difficult to determine whether any or what proportion of students would otherwise attend another educational institution in the City, thereby merely shifting impacts from one location to another, rather than creating new impacts.

The Analysis results can be summarized as follows:

- **Scenario 1—Existing Use could generate an annual fiscal surplus, while Scenario 2—Proposed Use could generate an annual deficit.** As shown in **Table 1**, estimated revenues exceed estimated expenditures for **Scenario 1** by approximately \$114,000. For **Scenario 2**, estimated expenditures exceed estimated revenues by almost \$8,000. See **Table 2** for supporting detail.
- **Estimated annual revenues in Scenario 1 are approximately \$140,000 higher as compared to Scenario 2.** With the assumption of commercial square footage generating retail sales taxes under **Scenario 1**, estimated annual sales tax revenues that may accrue to the City under **Scenario 1** are greater than compared to **Scenario 2**. The difference in estimated sales tax revenues is the primary driver in the total difference in estimated revenues between the 2 scenarios.
- **Estimated annual expenditures in Scenario 2 are anticipated to be lower than in Scenario 1.** The proposed use for educational purposes is anticipated to have a lower annual impact on City service costs (almost 1/3 of the annual costs) as compared to a commercial retail use (**Scenario 1**). Despite lower annual expenditures, **Scenario 2** results in far lower annual General Fund revenues than **Scenario 1**, driven by an assumed zero property tax revenue basis and no sales tax-generating uses.

Memorandum Organization

Data, assumptions, and detailed calculations underlying the Analysis are provided in the following Appendices that are attached to this memorandum:

- **Appendix A** contains the land use plan and detailed valuation assumptions, including population and employment factors.
- **Appendix B** contains detailed revenue estimates and revenue-estimating assumptions.

Appendix C contains detailed expenditure estimates and expenditure-estimating procedures.

Table 2
Rocklin Educational Rezone
Fiscal Impact Analysis
Estimated Annual Revenues and Expenditures (2024\$)

Item	Estimated Annual Revenues / Expenditures (Rounded)		
	Existing Use	Proposed Use	Difference
Annual General Fund Revenues			
Property Taxes	\$1,900	\$0	(\$1,900)
Property Tax In-Lieu of Vehicle License Fees	\$800	\$0	(\$800)
Sales and Use Taxes	\$94,400	\$300	(\$94,100)
Public Safety Sales and Use Tax	\$40,400	\$100	(\$40,300)
Utility Franchise Tax	\$2,000	\$700	(\$1,300)
Total General Fund Revenue	\$139,500	\$1,100	(\$138,400)
Annual General Fund Expenditures			
City Council	\$0	\$0	\$0
City Manager	\$100	\$0	(\$100)
City Attorney	\$100	\$0	(\$100)
City Clerk	\$0	\$0	\$0
Administrative Services	\$500	\$200	(\$300)
Community Development	\$2,300	\$800	(\$1,500)
Fire	\$6,700	\$2,400	(\$4,300)
Parks and Recreation	\$400	\$100	(\$300)
Police	\$14,800	\$5,300	(\$9,500)
Public Works	\$200	\$100	(\$100)
Non-Departmental	\$0	\$0	\$0
Total Annual General Fund Expenditures	\$25,100	\$8,900	(\$16,200)
Net General Fund Surplus/(Deficit)	\$114,400	(\$7,800)	(\$122,200)

Source: EPS.

Methodology and Assumptions

This section details the underlying methodology and assumptions used to estimate the fiscal impact of the Project on the City. It describes assumptions concerning municipal service delivery, land development, and General Fund budgeting. In addition, it details the methodology used to forecast the Project's General Fund revenues and expenditures at buildout.

Municipal Service Provision

Citywide Services

This Analysis examines the Project's ability to generate adequate revenues to cover the City's costs of providing public services to the Project. The services analyzed in this Analysis comprise General Fund services (e.g., police, fire, and general government). This Analysis also does not address activities budgeted in other Governmental Funds or Proprietary Funds, nor does it include an evaluation of capital facilities or funding of capital facilities needed to serve new development.

General Assumptions

The Analysis is based on the City's FY 2024-2025 Adopted Budget, tax regulations, statutes, and other general assumptions discussed herein. Each revenue item is estimated based on current State of California (State) legislation and current City practices. Future changes by either State legislation or City practices can affect the revenues and expenditures estimated in this Analysis. All costs and revenues are shown in constant 2024 dollars. General fiscal and demographic assumptions are detailed in **Table A-1** in **Appendix A**.

This Analysis also uses information from the City, the Applicant, and historical and projected demographic data from the California Department of Finance (DOF), the U.S. Census Bureau, and the U.S. Bureau of Labor Statistics. Other critical assumptions that may affect the results of this Analysis are estimated annual taxable sales (for the existing zoning scenario) or whether the entire Project will qualify for a welfare property tax exemption (described below). The land use information in this Analysis was taken from the Project's entitlement application. The results of this Analysis will vary if development plans or other assumptions change from those on which this Analysis is based.

General Fund Revenue- and Expenditure-Estimating Assumptions

This Analysis considers only discretionary General Fund revenues that will be generated by the Project. Offsetting revenues, which are General Fund revenues that are dedicated to offset the costs of specific General Fund department functions, are excluded from this Analysis. Departmental costs funded by offsetting revenues or not affected by development also are excluded from this Analysis. Calculations used to estimate costs net of offsetting revenues are shown in **Table C-1** in **Appendix C**.

Development Assumptions

Listed below are brief summaries of land use and other development-related assumptions:

- **Land Use.** Land use assumptions were derived from the Applicant's Project submittal to the City.
- **Nonresidential and Employee Estimates.** Employee estimates for Scenario 1 are based on factors of average square feet per employee for Project nonresidential land uses. Estimated employment for Scenario 2 was derived based on the number of classrooms planned.
- **Nonresidential Assessed Value.** EPS used the existing parcel assessed value as it appears on the Placer County Assessor's records. It is notable that the Project had an overall assessed value of approximately \$13.5 million, but has a net assessed value of \$1.5 million, given an approximately \$12.0 million assessed value exemption. For Scenario 2, the Analysis is based on the assumption that the Applicant would be able to seek an assessed value exemption for the entire total assessed value.
- **Persons-Served Methodology.** In estimating service demands of the Project and those of the existing City, EPS used a factor to approximate the service demands of an employee in Project nonresidential land uses as compared to the estimated impacts of a typical City resident. EPS used a factor of 0.5 to estimate an employee's impact on services as compared to a resident's impact, which is consistent with the persons-served methodology in other similar fiscal impact analyses.

Revenue-Estimating Methodology

EPS used either a marginal-revenue case-study approach or an average-revenue approach to estimate Project-related General Fund revenues.

The marginal-revenue case-study approach simulates actual revenue generation resulting from new development. The case-study approach for estimating sales and use tax revenues, for instance, forecasts taxable sales generated by the Project's onsite retail. The average-revenue approach uses the City's FY 2024-2025 Adopted Budget revenue amounts on a citywide per capita or per-persons-served basis to forecast revenues derived from estimated residents of the Project.³

Revenue sources *not* expected to increase as a result of development are excluded from this Analysis. These sources of revenue are not affected by development because either

³ A *per capita* basis of estimating revenues assumes that only residents have a fiscal impact on City revenues. A *per-persons-served* basis of estimating revenues is used to take into account that businesses (and their employees) have a fiscal impact on many City revenues but at a lower level than residential development's impact.

they are one-time revenue sources not guaranteed to be available in the future or there is no direct relation between increased employment growth and increased revenue.

The list of revenue sources not anticipated to be impacted under either **Scenario 1** or **Scenario 2** includes the following revenue sources:

- Property transfer taxes
- Transient occupancy tax
- Short-term rental transient occupancy tax
- Business licenses
- Licenses and permits

Reader's Note: The discussion of revenues in this memorandum generally reflects the order of the revenues presented in the tables. In some cases, however, this order may vary for purposes of organizing the background discussion and in describing similarly estimated revenue items.

Property Tax

Estimated annual property tax revenue resulting from development in the Project is presented in **Table B-3** in **Appendix B**. To be consistent with the City's budget data, the estimated assessed values for Project land uses are assumed to remain static in 2024-dollar values—real growth in assessed value is not estimated. The share of property taxes the City is assumed to receive from the Project is derived from the total assessed value of the Project and the City's property tax allocation share of the 1 percent ad valorem property tax, which is shown in **Table B-3** as approximately 13 percent of the 1 percent ad valorem property tax after adjusting for the City's Educational Revenue Augmentation Fund (ERAF) adjustment factor. As shown, annual property tax revenues to the City under Scenario 1 are very low, given the Project's existing assessed value exemptions, and then are anticipated to go to zero under the proposed Scenario 2.

Property Tax in Lieu of Vehicle License Fees

A formula provided by the State Controller's Office was used to forecast Property Tax in Lieu of Vehicle License Fees (PTIL VLF). PTIL VLF is calculated by taking the percentage increase of the City's assessed value resulting from the Project and applying that percentage share to the City's current State allocation of PTIL VLF. This calculation is shown in **Table B-3** in **Appendix B**.

Sales Tax

Sales tax revenues are based on taxable sales generated in the City. The sales tax components examined in this Analysis include the Bradley-Burns 1 percent local sales tax rate the City receives for taxable sales within the City, as shown in **Table B-4**.

The Analysis uses two methodologies to estimate taxable sales generated by the Project:

1. The **Market Support Method** measures taxable sales generated from Project employees.
2. The **Retail Space Method** measures taxable sales from the Project's retail land uses.

In addition to the above methodologies, the Analysis includes estimates of taxable sales revenues derived from anticipated business-to-business spending from Project commercial land uses.

Market Support Method

New Employees

The sales tax analysis accounts for taxable retail expenditures made by the employees generated by development of nonresidential land uses in the Project. The number of employees is estimated by using the total occupied building square footage for each nonresidential land use and applying an average square foot per employee factor for each corresponding land use (see **Table A-3** in **Appendix A**). EPS estimates employees spend approximately \$10 per business day on taxable goods.⁴ The amount of taxable sales from new employees is discounted by 50 percent to avoid double-counting employees who also are residents.

Total sales revenues generated for the City by the Project's employees (for both Scenarios) and corresponding calculations for the Market Support Method are shown in **Table B-4A** in **Appendix B**.

Retail Space Method

Annual taxable sales generated by retail uses in the Project were calculated by taking an "annual sales per square foot" factor, informed by the following sources:

- Urban Land Institute's *Dollars and Cents of Shopping Centers: 2008*, escalated to 2024 dollars using the Consumer Price Index.
- City experience with similar commercial retail outlets.
- EPS's experience with similar projects and awareness of the subject property.

Total sales revenues and corresponding calculations for the Retail Space Method are shown in **Table B-4B** in **Appendix B**.

It is important to note the Analysis is based on the assumption that if the property were not rezoned for educational uses, the Project could be reoccupied by a retail tenant, similar to the prior use, which would generate taxable sales for the City. EPS was asked to treat that

⁴ This Analysis is based on the assumption there are 240 business days per year.

assumption as a given and wishes to make clear to the reader that this assumption is not based on a market analysis evaluating the viability of a return of a taxable retail use to the Project.

Proposition 172

Revenues from the City's share of the County's half-cent sales tax for public safety are included in the Analysis and calculated in **Table B-4** in **Appendix B**. The City's public safety sales tax share is based on estimated citywide taxable sales from the City's FY 2024-2025 budget.

Expenditure-Estimating Methodology

Expenditure estimates are based on the City's FY 2024-2025 Adopted Budget and supplemental information from City staff. All City General Fund expenditure items are listed on **Table C-1** in **Appendix C**. As described herein, the Project fiscal impact analyses rely on an "average-cost" methodology to estimate all General Fund expenditure impacts of new development on the City. An average-cost methodology is a common fiscal impact analysis methodology that divides the City's net cost of service, for a given service function, by the service population to which that service is provided. In this manner, the average-cost method is based on the assumption the marginal cost of agency services to new Project residents and employees would equal the City's existing average-cost structure.

This Analysis applies adjustment factors to several General Fund department average-cost multipliers to reflect the fact that new residents and employees may not increase certain General Fund department expenditures on a 1:1 ratio. Some departments have fixed costs not anticipated to increase with new development (see **Table C-1** in **Appendix C**). These adjustment factors are based on EPS's experience with similar fiscal impact analyses and account for the size and land use of the Project as compared to that of the existing City.

Expenditures affected by residents and employees are projected using a *per-person-served* average expenditure multiplier and include the department functions listed below:

General Government

- City Council
- City Manager
- City Attorney
- City Clerk
- Administrative Services
- Community Development
- Information Technology
- Other Nondepartmental Costs

Other

- Police Department
- Fire Department
- Public Works
- Parks and Recreation

As shown in **Table 2**, the Project's impacts on the City Council, the City Clerk, and Non-Departmental functions are shown as zero when impacts are rounded to the nearest \$100.

Technical Appendices

The technical calculations used in this Analysis are shown in **Appendices A** through **C** (**Tables A-1** through **C-2**) of this memorandum:

- **Appendix A** indicates the proposed land uses and general assumptions used in this Analysis.
- **Appendix B** identifies the projected revenues that will be generated by the Project for the City's General Fund.
- **Appendix C** details the estimated expenditures for the City to provide General Fund services to the Project. It also shows the offsetting revenue analysis, which allocates dedicated General Fund revenues to General Fund department functions.



APPENDICES:

Appendix A:	General Assumptions
Appendix B:	Revenue-Estimating Tables
Appendix C:	Expenditure-Estimating Tables

APPENDIX A:

General Assumptions

Table A-1	General Assumptions	A-1
Table A-2	Existing and Proposed Project Land Uses.....	A-2



Table A-1
Rocklin Educational Rezone
Fiscal Impact Analysis
General Assumptions

Item	Assumption
General Assumptions	
Fiscal Year	FY 2024-25
General Demographic Characteristics	
City of Rocklin	
Population [1]	71,609
Employees [2]	27,900
City of Rocklin Persons Served [3]	85,559

gen assumps

Source: California Department of Finance; EDD; U.S. Census LED; EPS.

- [1] Based on population estimates from the California Department of Finance (DOF) data for January 1, 2024.
- [2] US Census Onthemap.ces.census.gov estimated a total of 24,554 jobs in Rocklin, CA in 2022 California EDD reports an annual average growth rate of 1.65% since 2018 for the Sacramento-Roseville-Arden Arcade MSA. EPS adjusted the 2022 employment figure to arrive at a 2024 employment estimate using this growth rate and further increased the total by 10% to account for self-employed workers. Estimate is rounded to the nearest hundred employees.
- [3] Persons served is defined as total population plus half of total employees. Used to estimate specific revenues and expenditures that are assumed to be impacted by growth in resident and employment populations and to avoid double counting of employees who reside in the City.

Table A-2
Rocklin Educational Rezone
Fiscal Impact Analysis
Existing and Proposed Project Land Uses

Land Use	Project Land Uses					
	Building Square Feet	Classrooms [1]	Estimated Student Count [1]	Employment Density	Employees [1]	Persons Served
Existing Land Use						
Commercial Retail Use	62,451	0	0	500	125	62
Subtotal Existing	62,451	-	-	500	125	62
Proposed Land Use						
Educational Facility	62,451	15	250	n/a	45	23
Subtotal Proposed	62,451	15	250	-	45	23

lu

Source: Destiny Church; EPS.

[1] Estimated classroom, student, and employee counts for the proposed land use assume maximum enrollment.



APPENDIX B:

Revenue-Estimating Tables

Table B-1	Revenue-Estimating Procedures Based on City of Rocklin FY 2024-25 Budget	B-1
Table B-2	Estimated Annual General Fund Revenues	B-2
Table B-3	Estimated Annual Property Tax Revenues	B-3
Table B-4	Estimated Annual Taxable Sales and Use Tax Revenue	B-4
Table B-4A	Estimated Annual Taxable Sales from Proposed Development, Market Support Method.....	B-5
Table B-4B	Estimated Annual Taxable Sales from Onsite Nonresidential.....	B-6

Table B-1
Rocklin Educational Rezone
Fiscal Impact Analysis
Revenue-Estimating Procedures Based on City of Rocklin FY 2024-25 Budget (2024\$)

Item	Estimating Procedure	Case Study Reference	FY 2024-25 Budgeted General Fund Revenues [1]	Offsetting Revenues	FY 2024-25 Budgeted Net General Fund Revenues	Service Population [1]	Revenue Multiplier
General Fund Revenues							
Property Taxes	Case Study	Table B-3	\$17,657,300	-	\$17,657,300	NA	-
Property Tax In-Lieu of Vehicle License Fees	Case Study	Table B-3	\$7,556,300	-	\$7,556,300	NA	-
Real Property Transfer Tax	Case Study	Table B-4	\$450,000	-	\$450,000	NA	-
Sales and Use Taxes	Case Study	Table B-5	\$19,405,300	-	\$19,405,300	NA	-
Public Safety Sales and Use Tax	Case Study	Table B-5	\$618,900	-	\$618,900	NA	-
Transient Occupancy Tax	[2]	-	\$1,000,000	-	\$1,000,000	NA	-
STR Transient Occupancy Tax	[2]	-	\$18,000	-	\$18,000	NA	-
Business Licenses	[2]	-	\$423,800	-	\$423,800	NA	-
Utility Franchise Tax	Persons Served	-	\$2,802,900	-	\$2,802,900	85,559	\$32.76
Licenses and Permits	[2]	-	\$4,310,300	(\$3,866,100)	\$444,200	NA	-
Intergovernmental	[2]	-	\$628,600	-	\$628,600	NA	-
Charges for Services	[2]	-	\$2,891,300	(\$2,199,300)	\$692,000	NA	-
Fines and Forfeitures	[2]	-	\$94,100	-	\$94,100	NA	-
Miscellaneous	[2]	-	\$209,500	(\$188,900)	\$20,600	NA	-
Use of Money & Property	[2]	-	\$2,593,800	-	\$2,593,800	NA	-
All Other Revenue	[2]	-	\$6,112,500	-	\$6,112,500	NA	-
Total General Fund Revenues			\$66,772,600	(\$6,254,300)	\$60,518,300		
Fund Reserves							
Total General Fund Revenues (Incl. Reserves)							

rev pro

Source: City of Rocklin FY 2024-25 Budget; EPS.

[1] Refer to Table A-1 for details.

[2] This revenue source is not expected to be affected by anticipated development and therefore is not evaluated in this analysis.

Table B-2
Rocklin Educational Rezone
Fiscal Impact Analysis
Estimated Annual General Fund Revenues (2024\$)

Revenue Category	Case Study Reference	Estimated Annual Revenues	
		Existing Use	Proposed Use
General Fund Revenues			
Property Taxes	Table B-3	\$1,937	-
Property Tax In-Lieu of Vehicle License Fees	Table B-3	\$784	-
Sales and Use Taxes	Table B-4	\$94,426	\$270
Public Safety Sales and Use Tax	Table B-4	\$40,409	\$116
Utility Franchise Tax	-	\$2,046	\$737
Total General Fund Revenue		\$139,602	\$1,123

rev

Source: City of Rocklin FY 2024-25 Adopted Budget; EPS.

Table B-3
Rocklin Educational Rezone
Fiscal Impact Analysis
Estimated Annual Property Tax Revenues (2024\$)

Item	Assumption/ Source	Formula	Estimated Property Tax Revenues (2024\$)	
			Existing Use	Proposed Use
Assessed Value of Project	[1]	a	\$13,451,513	\$15,082,424
Less Exempt Value	[1]	b	(\$11,968,064)	(\$15,082,424)
Net Taxable Value of Project		$c = a + b$	\$1,483,449	\$0
Property Tax Revenue (1% of Assessed Value)	1.0000%	$d = c * 1.00\%$	\$14,834	\$0
Estimated Property Tax Allocation				
City of Rocklin General Fund	13.0561%	$e = d * 13.06\%$	\$1,937	\$0
Other Agencies/ERAF	86.9439%	$f = d * 86.94\%$	\$12,898	\$0
Total City of Rocklin General Fund Property Tax		$e = c$	\$1,937	\$0
Property Tax In-Lieu of Motor Vehicle In-Lieu Fee Revenue (VLF)				
Total Citywide Assessed Value [2]		l	\$14,292,955,377	\$14,292,955,377
Total Assessed Value of Project		m	\$1,483,449	\$0
Total Assessed Value		$n = l + m$	\$14,294,438,826	\$14,292,955,377
Percent Change in AV		$o = m / l$	0.01%	0.00%
Property Tax In-Lieu of VLF [3]	\$7,556,300	$p = o * \$7,556,300$	\$784	-

prop tax

Source: City of Rocklin; Placer County Auditor-Controller; EPS.

- [1] Assessed value estimate for existing uses are based on FY 2024-25 property tax bills as provided by the County Auditor-Controller. Proposed Use assessed value is based on an assumed cost of \$200 per square foot for tenant improvements. Consistent with other Destiny owned properties in the City, all value related to proposed uses are assumed to be tax exempt.
- [2] Reflects Assessed Valuation for FY 2024-25. Includes Citywide secured, unsecured, homeowner exemption, and public utility roll.
- [3] Property tax in-lieu of VLF amount derived from the City of Rocklin FY 2024-25 Annual Budget. Refer to Table B-1 for details.

Table B-4
Rocklin Educational Rezone
Fiscal Impact Analysis
Estimated Annual Taxable Sales and Use Tax Revenue (2024\$)

Item	Formula	Source/ Assumptions	Annual Sales Tax Revenue	
			Existing Use	Proposed Use
Estimated Annual Taxable Sales				
Annual Taxable Sales from Market Support (Employees)	a		\$74,941	\$27,000
Estimated Annual Taxable Sales from Onsite Commercial Uses	$b = a$		\$9,367,650	-
Annual Taxable Sales from New Development	$c = a + b$		\$9,442,591	\$27,000
Annual Sales Tax Revenue				
Bradley Burns Local Sales Tax Revenue	$c = b * 1.0000\%$	1.0000%	\$94,426	\$270
City of Rocklin Prop 172 Public Safety Sales Tax Revenue [1]	$d = c * 42.7942\%$	42.7942%	\$40,409	\$116

sales

Source: City of Rocklin; California State Board of Equalization; EPS.

[1] Calculated as the ratio of Proposition 172 Public Safety Tax revenue to total sales tax revenue based on the FY 2024-25 Budget. Any variation in the relationship between Proposition 172 Public Safety Tax revenue and total sales tax revenue affecting the estimate of this revenue source is estimated to be nominal.

Table B-4A
Rocklin Educational Rezone
Fiscal Impact Analysis
Estimated Annual Taxable Sales from Proposed Development, Market Support Method (2024\$)

Annual Taxable Sales from Market Support	Assumption	Estimated Annual Taxable Sales	
		Existing Use	Proposed Use
Annual Taxable Sales from Project Employees			
Taxable Sales from Employment			
Employees	Table A-2	125	45
Average Daily Taxable Sales per Employee	\$10.00		
Work Days per Year	240		
Taxable Sales from Employees [1]	50%		
Total Taxable Sales from Employees		\$149,882	\$54,000
Estimated Citywide Capture from Employees [2]	50%	\$74,941	\$27,000
Total Annual Taxable Sales from Market Support		\$74,941	\$27,000

sales a

Source: City of Rocklin; EPS.

[1] Taxable sales from employees discounted by 50 percent to account for employees who are also residents.

[2] Represents the portion of employee retail expenditures estimated to take place within the City.

Table B-4B
Rocklin Educational Rezone
Fiscal Impact Analysis
Estimated Annual Taxable Sales from Onsite Nonresidential (2024\$)

Item	Assumptions / Source	Formula	Estimated Annual Taxable Sales	
			Existing Use	Proposed Use
Taxable Sales from Commercial Development				
Taxable Sales Generating Occupied Commercial Development Square Feet				
Retail Commercial	Table A-3	a	\$62,451	-
Total		$b = a$	\$62,451	-
Total Taxable Sales from Onsite Commercial Development				
	Annual Taxable Sales per Sq. Ft. [1]			
Retail Commercial	\$150	$c = b * \$150$	\$9,367,650	-
Total		$d = c$	\$9,367,650	-

Source: U.S. Department of Labor Bureau of Labor Statistics; Urban Land Institute; EPS.

APPENDIX C:

Expenditure-Estimating Tables

Table C-1 Expenditure-Estimating Procedures Based on
City of Rocklin FY 2024-25 Budget C-1

Table C-2 Estimated Annual General Fund Expenditures..... C-2



Table C-1
Rocklin Educational Rezone
Fiscal Impact Analysis
Expenditure-Estimating Procedures Based on City of Rocklin FY 2024-25 Budget (2024\$)

Item	Estimating Procedure	FY 2024-25 Budgeted Expenditures [1]	Less Offsetting Revenue	FY 2024-25 Net City Expenditures	Population or Persons Served	FY 2024-25 Avg. Cost	Adjustment Factor [2]	Net FY 2024-25 Avg. Cost
General Fund Expenditures								
City Council	Persons Served	\$120,500	-	\$120,500	85,559	\$1.41	10%	\$0.14
City Manager	Persons Served	\$1,515,550	(\$166,500)	\$1,349,050	85,559	\$15.77	10%	\$1.58
City Attorney	Persons Served	\$1,157,800	(\$28,100)	\$1,129,700	85,559	\$13.20	10%	\$1.32
City Clerk	Persons Served	\$405,550	-	\$405,550	85,559	\$4.74	10%	\$0.47
Administrative Services	Persons Served	\$6,690,130	(\$47,500)	\$6,642,630	85,559	\$77.64	10%	\$7.76
Community Development	Persons Served	\$6,339,000	(\$50,000)	\$6,289,000	85,559	\$73.50	50%	\$36.75
Fire	Persons Served	\$13,138,200	(\$2,386,100)	\$10,752,100	85,559	\$125.67	85%	\$106.82
Parks and Recreation	Persons Served	\$5,829,300	(\$652,400)	\$5,176,900	85,559	\$60.51	10%	\$6.05
Police	Persons Served	\$24,190,400	(\$307,400)	\$23,883,000	85,559	\$279.14	85%	\$237.27
Public Works	Persons Served	\$2,981,600	\$32,200	\$3,013,800	85,559	\$35.22	10%	\$3.52
Non-Departmental	Persons Served	\$3,040,700	(\$2,648,500)	\$392,200	85,559	\$4.58	10%	\$0.46
Total General Fund Expenditures		\$65,408,730	(\$6,254,300)	\$59,154,430				

exp

Source: City of Rocklin FY 2024-25 Budget; EPS.

[1] An adjustment factor may be used to reflect the fact that new employees may not increase certain General Fund department expenditures at a 1:1 ratio. This analysis does not assume an adjustment at this time.

Table C-2
Rocklin Educational Rezone
Fiscal Impact Analysis
Estimated Annual General Fund Expenditures (2024\$)

Expenditure Category	Estimated Annual Expenditures [1]	
	Existing Use	Proposed Use
General Fund		
City Council	-	-
City Manager	\$100	-
City Attorney	\$100	-
City Clerk	-	-
Administrative Services	\$500	\$200
Community Development	\$2,300	\$800
Fire	\$6,700	\$2,400
Parks and Recreation	\$400	\$100
Police	\$14,800	\$5,300
Public Works	\$200	\$100
Non-Departmental	-	-
Total Annual General Fund Expenditures	\$25,100	\$8,900

exp

Source: City of Rocklin FY 2024-25 Adopted Budget; EPS.

From: [Aly Zimmermann](#)
To: [David Mohlenbrok](#); [Andrew Keys](#)
Subject: FW: opposing Destiny's occupation of revenue potential
Date: Friday, January 16, 2026 3:36:47 PM

From: [REDACTED]
Sent: Friday, January 16, 2026 2:23 PM
To: David Bass <David.Bass@rocklin.ca.us>; Jill Gayaldo <Jill.Gayaldo@rocklin.ca.us>; Bill Halldin <Bill.Halldin@rocklin.ca.us>; Greg Janda <Greg.Janda@rocklin.ca.us>; Ken Broadway <Ken.Broadway@rocklin.ca.us>
Cc: Aly Zimmermann <alyz@rocklin.ca.us>
Subject: opposing Destiny's occupation of revenue potential

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Council members: We should not pass up the opportunity to *build commercial expansion* that yields increased sales tax revenue. Not decrease revenue!

Destiny's proposal to take over valuable commercial plot and potential *is wrong for the city. Let them expand outside Rocklin...please*. No houses will be built there. It's an opportunity to expand...*if we publicize it*

What we need is an effort to build and publicize the commercial appeal of Rocklin. We're located on the X or two major highways!

That same effort should build and publicize the residential appeal of living in Rocklin. We are giving up too much to Roseville, Lincoln, and Loomis.

I am developing a proposal for a Rocklin marketing/public relations effort to address both commercial and residential appeal.

We have some unique advantages, e.g., Rocklin schools. We also have some disadvantages, e.g., no perceived downtown.

Rocklin is my 27th home, my 5th California county, and my 6th state. I know more than most how good we have it here.

Think economic development! Think long term and plan accordingly.
This proposed transaction is just that: transactional thinking.

Roger Peterson



Roger S. Peterson, PCM™

Book Ghostwriter Business Writer Writing Coach

Professional Certified Marketer of the American Marketing Association. Past President, American Marketing Association/Sac Valley

www.sacramentowriters.com Rocklin, California



Co-author: ***The Clarity Advantage: Overcome Ten Communication Pitfalls And Boost Your Influence,*** (Rowman & Littlefield)

Roger's other books on Amazon: <https://www.amazon.com/Roger-S.-Peterson/e/B004KTAJTO>

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION

Destiny Christian School / ENV2025-0011

Section 1. The City Council of the City of Rocklin finds as follows:

A. The Destiny Christian School project consists of a General Plan Amendment (GPA2025-0003), General Development Plan Amendment (PDG2025-0002), Conditional Use Permit (U2025-0003), Design Review (DR2025-0007) and Notice of Exemption (ENV2025-0011); (“Project”) to convert an approximately 53,000-square-foot tenant space within an existing retail commercial building into a school; and

B. The City of Rocklin’s Environmental Coordinator has reviewed the Project, and determined that it is categorically exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15301 – Existing Facilities; and

C. A Notice of Exemption has been prepared for the Project.

D. The Planning Commission of the City of Rocklin unanimously (4-0 with 1 absence) recommended the project for approval on December 2, 2025.

Section 2. Based on the review and determination of the Environmental Coordinator and recommended by the Planning Commission, and for the reasons stated in the Notice of Exemption, attached hereto and incorporated by reference herein as Exhibit 1, the City Council of the City of Rocklin finds that the Project is categorically exempt from review under the California Environmental Quality Act.

Section 3. The City Council hereby approves of the Notice of Exemption for the Project.

Section 4. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 27^h day of January, 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

NOTICE OF EXEMPTION

TO: County Clerk, County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

FROM: City of Rocklin
Community Dev. Dept.
3970 Rocklin Road
Rocklin, CA 95677

Project Title: Destiny Christian School / ENV2025-0011

Project Location - Specific: The project location is at 6850 #1 Five Star Boulevard, Assessor's Parcel Number (APN) 016-351-016.

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

Description of Nature, Purpose and Beneficiaries of Project: The application is a request for approval of a General Plan Amendment (GPA2025-0003), General Development Plan Amendment (PDG2025-0002), Conditional Use Permit (U2025-0003), Design Review (DR2025-0007) and Notice of Exemption (ENV2025-0011) to convert an approximately 53,000-square-foot tenant space within an existing retail commercial building into a school facility.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: The project applicant is Destiny Christian School (c/o Greg Fairrington); 6900 Destiny Drive, Rocklin, CA, 95677, (916) 780-2273.

Exempt Status (Check one)

☒ x Categorical Exemption (California Code of Regulations Sec. 15300 et seq.): Section 15301 – Existing Facilities

Reasons why the project is exempt. The project involves the establishment and operation of a private school within an existing commercial building. Minimal modifications to the building and site are proposed. There will be interior tenant improvements but no grading or tree removal, and there will be no expansion of the current facility beyond a modification of an existing loading bay into a playground area and installation of a sound wall. Class 1 exemptions consist of the operation of existing public or private structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

The project as proposed is consistent with the exemption class description noted above and is categorically exempt pursuant to Section 15301 of the CEQA Guidelines.

Contact Person: David Mohlenbrok, Community Development Department Director

Date received for Filing: _____

Signature:

David Mohlenbrok, Community Development Department Director

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A GENERAL PLAN AMENDMENT FOR A LEVEL OF
SERVICE EXCEPTION

(Destiny Christian School / GPA2025-0003)

Section 1. The City Council of the City of Rocklin finds as follows:

A. The Destiny Christian School project consists of a General Plan Amendment (GPA2025-0003), General Development Plan Amendment (PDG2025-0002), Conditional Use Permit (U2025-0003), Design Review (DR2025-0007) and Notice of Exemption (ENV2025-0011); ("Project") to convert an approximately 53,000-square-foot tenant space within an existing retail commercial building into a school; and

B. The City of Rocklin General Plan Circulation Element establishes Policy C-10, which identifies Level of Service (LOS) "C" as the Citywide standard for signalized intersections during the P.M. peak hour; and

C. Implementation of Policy C-10 is provided under General Plan Action Step CA-2, and this Step states that a diminished LOS lower than "C" shall be acceptable upon findings of the approving body that the solution requires improvements involving facilities controlled by another entity and agreement on the design cannot be reached; and

D. The General Plan Amendment proposes to adopt an LOS Exception for the Stanford Ranch Road / Five Star Boulevard intersection, although a portion of the intersection is located within the Cities of Rocklin and Roseville, the intersection's facilities are controlled by the City of Roseville. This exception is necessary as the City of Roseville will not commit to modifying the signalized intersection as recommended in the project's traffic study, and without those improvements, the introduction of the Project would result in the LOS to fall below the standard required by the City of Rocklin General Plan Circulation Element of LOS C during the p.m. peak hour; and

E. Because the City of Roseville will not commit to modifying the signalized intersection at Stanford Ranch Road / Five Star Boulevard as recommended in the project's traffic study, the implementation of the Project will also impact two Rocklin controlled intersections – Five Star Boulevard / South Whitney Boulevard and Five Star Boulevard / Destiny Drive – and result in the LOS falling below the standard required by the City of Rocklin General Plan Circulation Element of LOS C during the p.m. peak hour. Therefore, an LOS Exception is required for these two intersections as well to allow for the Project to proceed; and

F. A Notice of Exemption has been approved for this Project via Resolution No. 2026- . Although the Project requires an LOS Exception for the Roseville intersection at Stanford Ranch Road and Five Star Boulevard and two Rocklin intersections at Five Star Boulevard / South Whitney Boulevard and Five Star Boulevard / Destiny Drive, LOS is no longer treated as a CEQA issue. This condition, on its own, does not trigger any additional CEQA review; and

G. The City Council has considered the effect of the approval of this General Plan Amendment / LOS Exception 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 approval of the LOS Exception for the three noted intersections would not have any impact on the housing needs of the region.

H. No physical development of new buildings would occur as part of the proposed LOS Exception and the approval of the General Plan Amendment would help facilitate operation of a school within a fully developed nonresidential area.

I. The Planning Commission of the City of Rocklin unanimously (4-0 with 1 absence) recommended the project for approval on December 2, 2025.

Section 2. The City Council of the City of Rocklin hereby approves a General Plan Amendment approving an LOS Exception for three intersections, as shown in Exhibit A, attached hereto and by this reference incorporated herein.

PASSED AND ADOPTED this 27^h day of January, 2026, by the following vote:

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

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A
Destiny Christian School (GPA2025-0003)

Action Plan: Table A-3

General Plan Policy Action Steps – Circulation Element

Action Step #	Description	Applies to Policy(s)	Responsible Dept.	Decision-Maker	Timing Target	Funding Source
CA-2	A diminished Level of Service (LOS) recognized by Policy C-10.B shall be acceptable upon findings of the approving body based upon the following considerations. a. Interim situations described as follows: 1) A Local Interim Situation - shall relate to the size and scope of the project, but in general shall mean until planned CIP improvements shown to improve the Level of Service to “C” or better are fully implemented. Construction of planned CIP improvements must be programmed within the current five-year increment of the CIP or is planned for construction within the first two years of the next five-year phase. 2) A Regional Interim Situation may be found for projects in the CIP requiring regional funding. LOS worse than “C” may be allowed on an interim basis that exceeds 7 years due to the availability of funding. 3) The timeframe for installation of improvements applied by the City as projects are approved must be within the ranges outlined above. However, this does not preclude decision makers from requiring that developers complete the installation of CIP improvements sooner than programmed if reduced Levels of Service are considered unacceptable at specific locations for those	C-10	Planning Engineering	Planning Commission City Council	Ongoing	Application Fees General Fund

EXHIBIT A
Destiny Christian School (GPA2025-0003)

Action Step #	Description	Applies to Policy(s)	Responsible Dept.	Decision-Maker	Timing Target	Funding Source
	durations. In cases where CIP improvements are required to be implemented in advance by an individual developer, the City will consider entering into appropriate reimbursement agreements. b. Street improvements will be considered infeasible if: 1) A specific improvement within Rocklin or in another jurisdiction outside of Rocklin's control is considered unacceptable to the City because it would create unusual economic, legal, social, technological, physical or other similar burdens and considerations. 2) The solution requires improvements in Rocklin involving facilities that are under the control of another entity such as Caltrans, and the City and that agency cannot come to agreement regarding the design and extent of the improvements that are needed. 3) Other specific circumstances as determined by the approving body. c. Improvements to the following intersections have been found infeasible consistent with the methodology outlined in General Plan Action Step CA-2(b)(1) above: • Blue Oaks Boulevard/Lonetree Boulevard • Sunset Boulevard/Springview/Third Street • West Stanford Ranch Road//Lonetree Boulevard/Sunset Boulevard • Whitney Ranch Parkway/Wildcat Boulevard					

EXHIBIT A
Destiny Christian School (GPA2025-0003)

Action Step #	Description	Applies to Policy(s)	Responsible Dept.	Decision-Maker	Timing Target	Funding Source
	• Sunset Boulevard/Atherton Road/University Avenue • Whitney Ranch Parkway/University Avenue • Rocklin Road/Granite Drive • Rocklin Road/I-80 WB Ramps • Rocklin Road/I-80 EB Ramps • Rocklin Road/Aguilar Road • Rocklin Road/El Don Drive • Rocklin Road/Sierra College Boulevard • Sierra College Boulevard/Granite Drive • Sierra College Boulevard/I-80 WB Ramps • Sierra College Boulevard/I-80 EB Ramps • Sierra College Boulevard/Bass Pro Drive • Sierra College Boulevard/Stadium Drive • Sierra College Boulevard/El Don Drive • Stanford Ranch Road/Five Star Boulevard • Five Star Boulevard/South Whitney Boulevard • Five Star Boulevard/Destiny Drive d. Acknowledging the reality that growth in the region is likely to create level of service impacts on the Rocklin street system which the traffic modeling included in the General Plan EIR cannot predict, diminished levels of service are anticipated to be identified in the future at signalized intersections which connect directly to street systems controlled by other jurisdictions, or which are on streets that function regionally in nature, or which are within one mile from direct access to Interstate 80 or State Route 65. The following list of intersections meet that criteria and are likely to be impacted, even though feasible mitigation measures were identified at the time of the preparation of the General Plan EIR					

EXHIBIT A
Destiny Christian School (GPA2025-0003)

Action Step #	Description	Applies to Policy(s)	Responsible Dept.	Decision-Maker	Timing Target	Funding Source
	traffic analysis (except for those intersections identified as being impacted in the Supercumulative condition): • Granite Drive/Dominguez Road • Lonetree Boulevard/Grand Canyon Drive • Lonetree Boulevard/Redwood Drive • Pacific Street/Rocklin Road • Pacific Street/Sunset Boulevard • Rocklin Road/Interstate 80 Interchange • Rocklin Road/Granite Drive • Sierra College Boulevard/Dominguez Road • Sierra College Boulevard/Rocklin Road • Sunset Boulevard/Blue Oaks Boulevard • Sunset Boulevard/Park Drive • Sunset Boulevard/Fairway Drive • Sunset Boulevard/West Oaks Boulevard • Sunset Boulevard/Whitney Boulevard • West Stanford Ranch Road/West Oaks Boulevard • West Stanford Ranch Road/Lonetree Boulevard/Sunset Boulevard • Whitney Boulevard/Crest Drive • Whitney Ranch Parkway/State Route 65 Interchange • Whitney Ranch Parkway/Wildcat Boulevard • Pacific Street/Del Mar Avenue/Dominguez Road • Pacific Street/Farron Street • Sunset Boulevard/Pacific Street • Sunset Boulevard/Atherton Road/University Avenue • Stanford Ranch Road/Crest Drive					

EXHIBIT A
Destiny Christian School (GPA2025-0003)

Action Step #	Description	Applies to Policy(s)	Responsible Dept.	Decision-Maker	Timing Target	Funding Source
	Any other signalized intersection which connects directly to street systems controlled by other jurisdictions, or which are on streets that function regionally in nature, or which are within one mile from direct access to Interstate 80 or Highway 65 (Whitney Ranch Parkway/University Avenue) Though the mitigation measures for these intersections set forth in the General Plan EIR will be included in the City's Capital Improvement Program and are anticipated to be constructed, additional mitigation measures imposed upon Rocklin development projects to mitigate extra territorial traffic impacts would impose undue economic, social and physical burdens on Rocklin development projects. Therefore, the City accepts a post mitigation diminished level of service at the listed signalized intersections which connect directly to street systems controlled by other jurisdictions, or which are on streets that function regionally in nature, or which are within one mile from direct access to Interstate 80 or State Route 65. Nothing in this subsection shall be deemed to relieve a development project in an adjacent jurisdiction creating traffic impacts on the Rocklin street system from analyzing those impacts and implementing mitigation measures in compliance with General Plan Policy C-10.C.					

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A CONDITIONAL USE PERMIT TO
ALLOW A SCHOOL USE

(Destiny Christian School / U2025-0003)

Section 1. The City Council of the City of Rocklin finds as follows:

A. The Destiny Christian School project consists of a General Plan Amendment (GPA2025-0003), General Development Plan Amendment (PDG2025-0002), Conditional Use Permit (U2025-0003), Design Review (DR2025-0007) and Notice of Exemption (ENV2025-0011); ("Project") to convert an approximately 53,000-square-foot tenant space within an existing retail commercial building into a school; and

B. This Conditional Use Permit allows operation of a School within an existing 53,000±square-foot tenant space located at 6850 #1 Five Star Boulevard; Assessor's Parcel Number (APN) 016-351-016; and

C. A Notice of Exemption has been approved for this Project via Resolution No. 2026- ; and

D. The establishment, maintenance, and operation of the proposed use will not, under the circumstances of this particular case, be detrimental or injurious to the health, safety or general welfare of persons residing or working within the neighborhood of the proposed use, to property and improvements in the neighborhood, or to the general welfare of the City; and

E. The project is located with the Retail Commercial (RC) General Plan designation, and is zoned Planned Development Commercial (PD-C) within Area 15a of the Five Star General Development Plan; and

F. A General Development Plan Amendment has been approved for this Project via Resolution No. 2026- . Subject to that approval, the operation of a School is consistent with the PD-C zoning and the approval of a Conditional Use Permit; and

G. The establishment, operation, and maintenance of the School use is consistent with the goals, policies, and land use designations in the General Plan and with all zoning standards, regulations, and restrictions applicable to the property, subject to the issuance of a Conditional Use Permit; and

H. The Planning Commission of the City of Rocklin unanimously (4-0 with 1 absence) recommended the project for approval on December 2, 2025.

Section 2. The City Council of the City of Rocklin approves a Conditional Use Permit for operation of a School (Destiny Christian School / U2025-0003) as depicted, subject to the conditions listed below and the associated Exhibit A. Unless otherwise expressly stated, the applicant / owner shall be solely responsible for satisfying each condition prior to a final Building Permit Inspection, Issuance of a Certificate of Occupancy, or initiation of use as is applicable. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Operation

- a. Approval of this project does not relieve the applicant from the requirement to obtain subsequent permits and approvals from the City and other agencies, as may be applicable to improvements and operation of the facility. (PLANNING, BUILDING, FIRE)
- b. The school shall be limited to a maximum of 250 students. Any proposal to increase the maximum number of students above 250 shall require an amendment to this CUP. (PLANNING)
- c. The school shall serve grades fourth through eighth, or lower. Any proposal to serve grades above eighth grade shall require an amendment to this CUP. (PLANNING)
- d. The parking lot shall be restored to its original state prior to the school's vacation of the site. (PLANNING)
- e. Prior to issuance of a Certificate of Occupancy for the school, the project shall construct a sound wall, consistent with the design shown in Exhibit A of the Design Review (DR2025-0007).

2. Transportation, Traffic, and Circulation

- a. This project shall comply with all recommendations contained in the Traffic Study prepared by Fehr and Peers, finalized on October 29, 2025, including the recommended AM drop off and PM pick up circulation figures and the On-Site Circulation Management Plan, included as part of Exhibit A. (PLANNING, ENGINEERING)
- b. Prior to issuance of a Certificate of Occupancy, the school shall prepare and submit a Traffic Management Plan (TMP) for student drop-off and pick-up operations, for the review and approval of City staff. The TMP must provide a comprehensive strategy to ensure that all vehicle queues remain fully contained on private property. The TMP shall be updated annually, or sooner at the direction of City staff in response to ongoing circulation issues or documented public complaints. At a minimum, the TMP shall address the following:
 1. Families should be encouraged to arrive after the end of the school day to pick up students. To support this, the school should adopt a formal policy prohibiting vehicles from entering the pick-up zone more than five minutes prior to dismissal. The school should also highlight the shorter wait times typically experienced by families who arrive after dismissal rather than early.
 2. The TMP shall confirm that all vehicle queues during pick-up are fully contained on private property and do not extend into the public right-of-way along Five Star Boulevard, north of Scandinavian Designs. Circulation for adjacent businesses and emergency access shall remain unobstructed at all times.
 3. The TMP may evaluate an alternative queuing pattern utilizing the staff parking area instead of directing vehicles back toward Five Star Boulevard. "Snaking" the queue through the parking lot may reduce queue length and limit impacts near the street.
 4. The TMP shall include current and projected student enrollment, current and projected bell schedules, ingress and egress routes, the placement of traffic monitors, the placement of traffic control signs and devices, and any anticipated modifications or improvements to circulation.
 5. Families picking up students at the lower grade school site after picking up students at the proposed expansion should be directed to exit onto Five Star Boulevard, travel north to Destiny Drive, and turn right onto Destiny Drive to travel to the existing Destiny Christian Elementary School site.

6. The drive aisle across the raised crosswalk between Destiny Community Center and the proposed Destiny Christian School expansion site should be closed to through traffic during the afternoon pick-up period. A combination of traffic cones, temporary signage and/or staff directing traffic should inform drivers of this closure. Signage and/or staff can also inform customers at Destiny Community Center and Harbor Freight Tools to exit via Destiny Drive. If vehicles do travel toward the drive aisle closure, signage and/or staff should direct these drivers to travel down the parking aisle towards Scandinavian Designs to access Five Star Boulevard.

(PLANNING, ENGINEERING)

- c. The school shall be responsible for ensuring that student transportation throughout the project site complies with the approved TMP. If persistent parking or circulation issues occur within the center, the operator shall work with staff to revise the TMP to minimize these issues to the fullest extent practicable, to the satisfaction of the Community Development Director and City Engineer. If the operator and staff are unable to reach agreement on necessary modifications, staff may bring the project back to the Planning Commission for further review. (PLANNING, ENGINEERING)

3. Indemnification and Duty to Defend

As a condition for project approval, Owner or an agent of Owner acceptable to City shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify owner of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

4. Validity

- a. This entitlement shall not be considered valid and approved unless and until the concurrent Environmental (ENV2025-011), General Plan Amendment (GPA2025-0003), General Development Plan Amendment (PDG2025-0002), and Design Review (DR2025-0007) have been approved. (PLANNING)

- b. This entitlement shall expire three years from the date of approval, unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)

PASSED AND ADOPTED this 27^h day of January, 2026, by the following vote:

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

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A

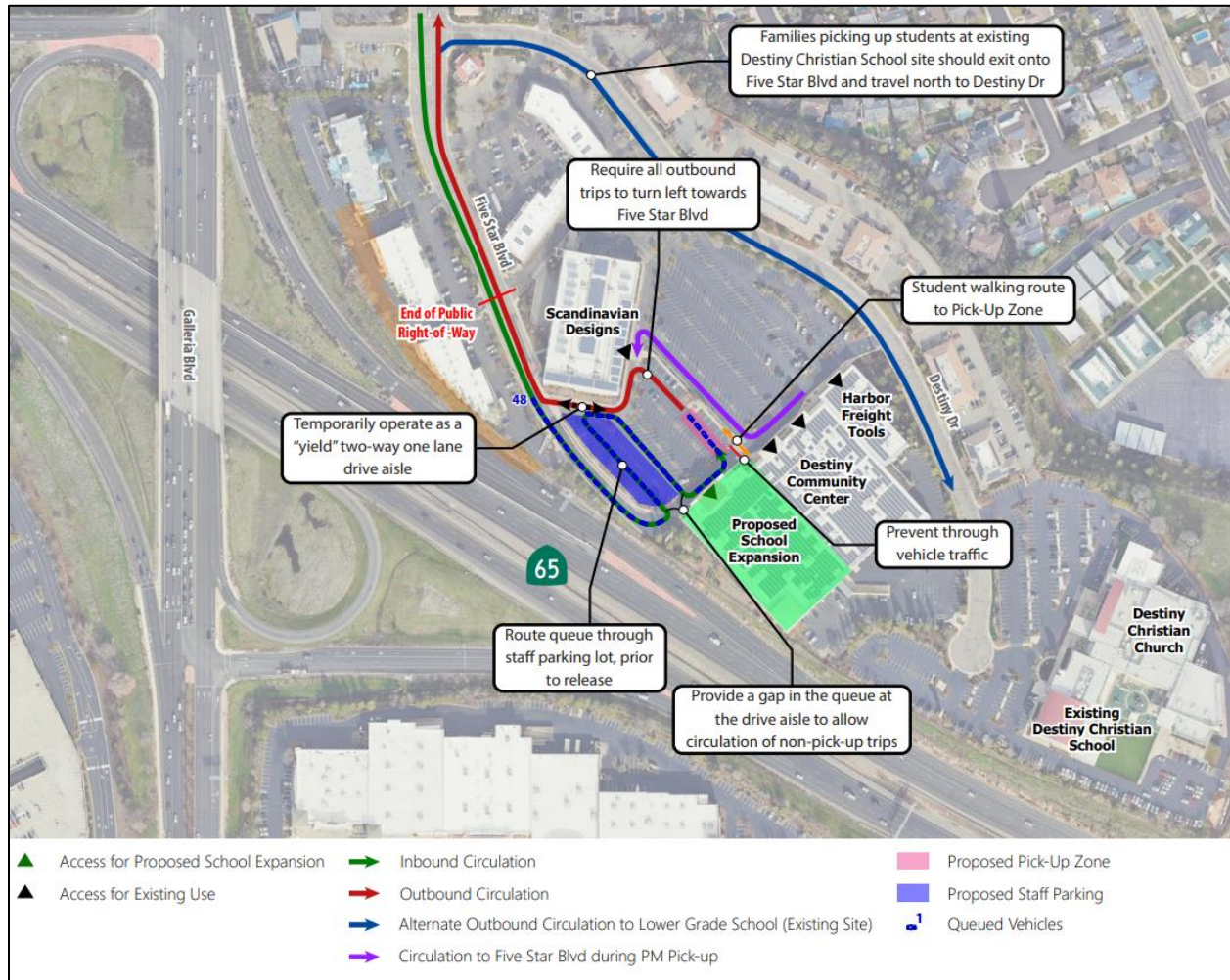
AM Drop-Off Circulation



PM Pick-Up Circulation



PM Pick-Up Queue / On-Site Circulation Management Plan



RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A DESIGN REVIEW

(Destiny Christian School / DR2025-0007)

Section 1. The City Council of the City of Rocklin finds as follows:

A. The Destiny Christian School project consists of a General Plan Amendment (GPA2025-0003), General Development Plan Amendment (PDG2025-0002), Conditional Use Permit (U2025-0003), Design Review (DR2025-0007) and Notice of Exemption (ENV2025-0011); ("Project") to convert an approximately 53,000-square-foot tenant space within an existing retail commercial building into a school; and

B. The Design Review proposes modifications to the exterior of an existing building, with exterior changes limited to the rear (southeast) elevation. Proposed improvements include adding two windows and a pair of aluminum and glass doors, and a 12-foot by 8-foot sectional metal and glass door to this area. The existing loading dock is proposed to be converted into a playground area with a screen/noise wall. No changes are proposed to the front elevation, and existing architectural features, colors, and materials will remain; and

C. A Notice of Exemption has been approved for this Project via Resolution No. 2026- ; and

D. The design of the site is compatible with surrounding development, natural features and constraints. The proposed modifications to the existing building and site will not result in any significant changes to the current development; and

E. The height, bulk, area, color scheme and materials of the buildings and structures are compatible with surrounding development. The proposed modifications to the existing building and site will not result in any significant changes to the current development; and

F. The design of the site and buildings or structures is consistent with the goals, policies, and land use designations in the General Plan and with all zoning standards, regulations, and restrictions applicable to the property. The proposed modifications to the existing building and site will not result in any significant changes to the current development; and

G. The Planning Commission of the City of Rocklin unanimously (4-0 with 1 absence) recommended the project for approval on December 2, 2025.

Section 2. The Design Review entitlement for Destiny Christian School (DR2025-0007) as depicted in Exhibit A, attached hereto and by this reference incorporated herein, is hereby approved subject to the conditions listed below.

The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify Exhibit A. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the condition for approval. Unless expressly stated otherwise, the applicant is solely responsible for satisfying each condition prior to occupancy of the structure.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Maintenance

The project shall be maintained by the property owner(s), to the standard of similarly situated properties in equivalent use zones, to the satisfaction of the Community Development Director. (PLANNING)

2. Noise

All phases of project development shall be subject to the City of Rocklin Construction Noise Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 7:00 p.m. on weekends. The Community Development Director may grant exceptions to the Construction Noise Guidelines if, in the opinion of the Community Development Director, special and unusual circumstances exist that make strict adherence to the Construction Noise Guidelines infeasible. (BUILDING)

3. Tribal Notification

Prior to any ground disturbing work on the playground that would affect subsurface soils, including construction of the wall, the project developer shall notify the United Auburn Indian Community. Proof of both the notification and the response must be submitted to City staff before any permits for this work are issued. (PLANNING, ENGINEERING)

4. Indemnification and Duty to Defend

As a condition for project approval, Owner or an agent of Owner acceptable to City shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify owner of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

5. Validity

- a. This entitlement shall not be considered valid and approved unless and until the concurrent Environmental (ENV2025-011), General Plan Amendment (GPA2025-0003), General Development Plan Amendment (PDG2025-0002), and Conditional Use Permit (U2025-0003) have been approved. (PLANNING)
- b. This entitlement shall expire three years from the date of approval, unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)

PASSED AND ADOPTED this 27th day of January, 2026, by the following vote:

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

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A

A Tenant Improvements for:

Destiny Community Center

6850 #1 Five Star Blvd.
Rocklin, California

GRAPHIC SYMBOLS

 <u>GRIDS</u> LEFT TO RIGHT NUMBERS TOP TO BOTTOM LETTERS	 <u>ROOM</u> <u>ROOM NAME</u> REFER TO FINISH SCHEDULE	 <u>DOOR NUMBER</u> REFER TO DOOR SCHEDULE
 <u>BUILDING SECTION</u> A - SECTION # A1 - SHEET #	 <u>MATCH LINE</u> SHADED PORTION IS SIDE CONSIDERED	 <u>WINDOW NUMBER</u> REFER TO WINDOW SCHEDULE
 <u>WALL SECTION</u> A - SECTION # A1 - SHEET #	 <u>INTERIOR ELEVATION</u> ELEVATION NUMBER (REFER TO FLOOR PLAN FOR LOCATION)	 <u>EQUIPMENT NUMBER</u> REFER TO EQUIPMENT SCHEDULE
 <u>DETAIL SYMBOL</u> DETAIL # A1 - SHEET #	 <u>CONTROL SYMBOL</u> START POINT, WORK POINT CONTROL POINT, DATUM POINT	 <u>SPOT ELEVATION</u> ABOVE A DATUM OF +0'-0"
		 <u>REVISION INDICATOR</u> REFER TO REVISION SCHEDULE IN TITLE BLOCK

Project No.: _____

Plot Date
8/16/2025





WILSON
PETERSON
ASSOCIATES

ARCHITECTURE
INTERIOR DESIGN

4050 Buffalo Road
Auburn, CA 95602-7902
tel. 530.888.6410
fax 530.888.6496
email wilsonwpa@aol.com

Project:
A Tenant Improvement for

Destiny Community Center PHASE 2

6850 #2 Five Star Blvd.
Rocklin, CA

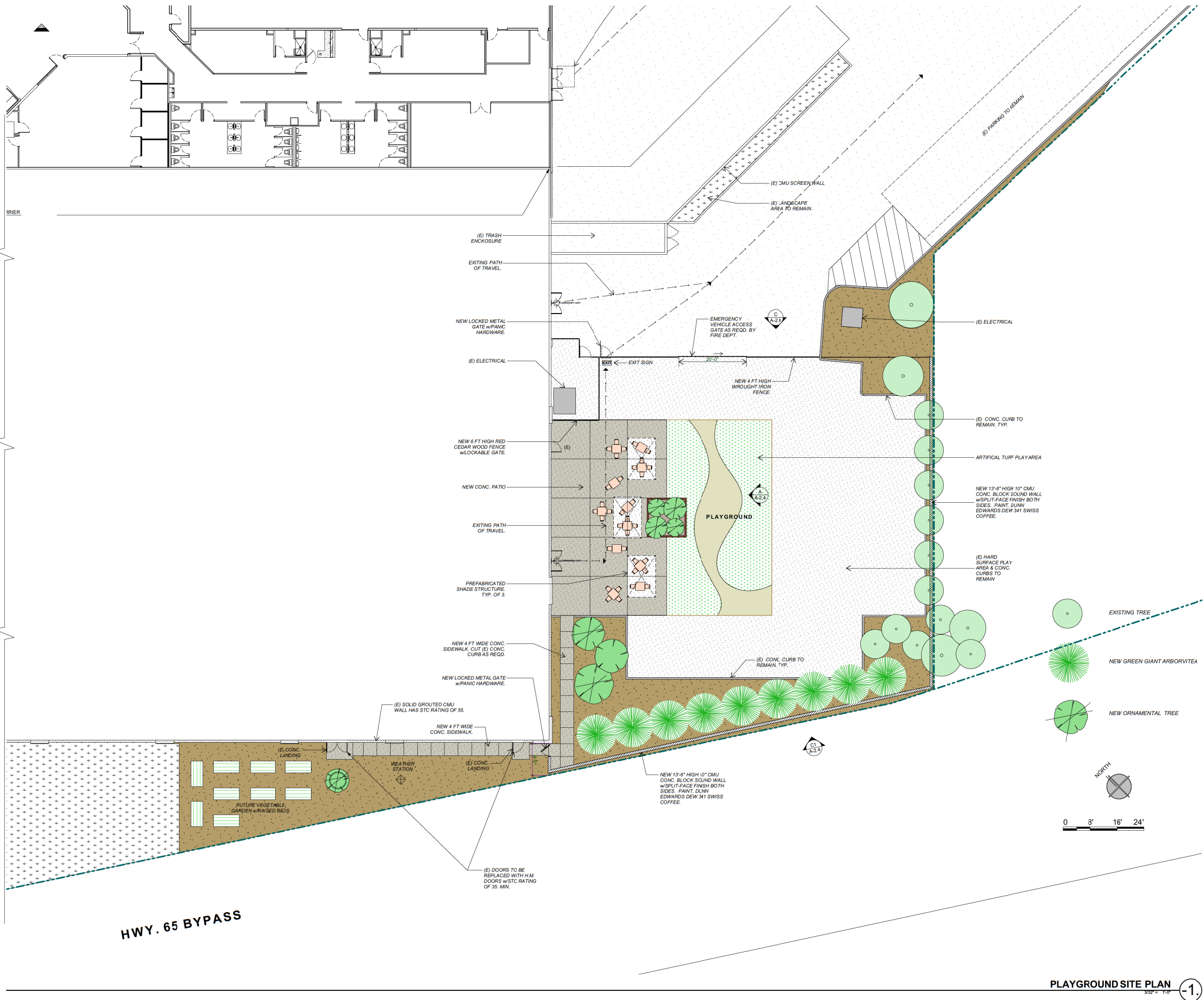


Engineer:

These drawings are instruments of service and are the property of
Wilson Peterson Associates. All designs and other information on the drawings
are for the use on the specified project and shall not be used otherwise without
the expressed written permission of Wilson Peterson Associates.

ENLARGED SITE PLAN		
No.	Date	Revision
△		
△		
△		
△		
△		
Drawn by: NHS		
Approved By: BP		
Scale:		
Date:		
Project No.:		
Plot Date: 10/1/2022		

A-0.2





WILSON
PETERSON
ASSOCIATES

ARCHITECTURE
INTERIOR DESIGN

4050 Buffalo Road
Auburn, CA 95602-7902
tel. 530.888.6410
fax 530.888.6496
email wilsonwpa@aol.com

Project:
A Tenant Improvement for

Destiny Community Center PHASE 2

6850 #1 Five Star Blvd.
Rocklin, CA

Architect:



Engineer:

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Sheet Title:

FLOOR PLAN

No.	Date	Revision
△	-	-
△		
△		
△		
△		
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△		
Drawn by: _____		Sheet No.:
NHS		
Approved By: _____		A-1.1
BP _____		
Scale: _____		
AS NOTED		
Date: _____		
Project No.: _____		
Plot Date _____		
8/16/2025		



WILSON
PETERSON
ASSOCIATES

ARCHITECTURE
INTERIOR DESIGN

4050 Buffalo Road
Auburn, CA 95602-7902
tel. 530.888.6410
fax 530.888.6496
email wilsonwpa@aol.com

Project:
A Tenant Improvement for

Destiny Community Center PHASE 2

6850 #2 Five Star Blvd.
Rocklin, CA

Architect:



Engineer:

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the expressed written permission of Wilson Peterson Associates.

Sheet Title:

EXTERIOR ELEVATIONS

No. Date Revision



Drawn by:
NHS

Approved By:
BP

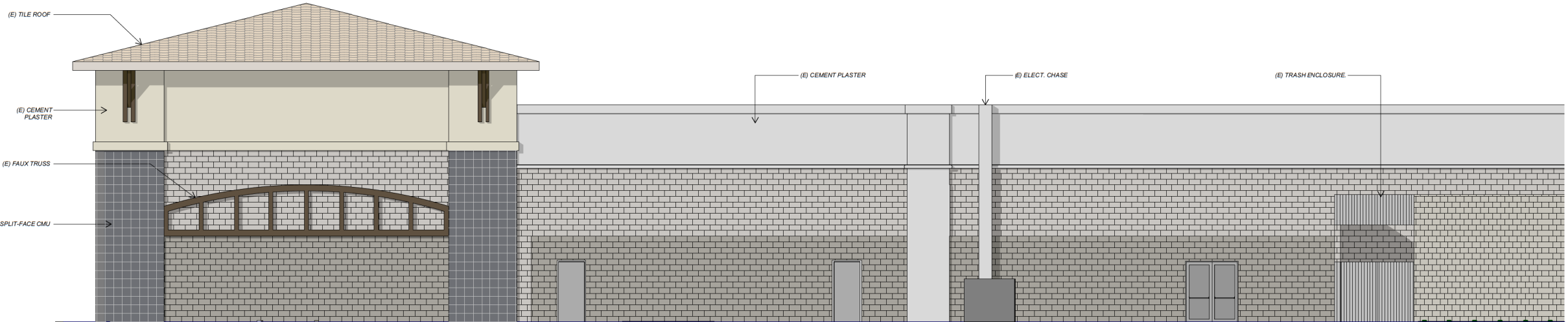
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Date:

Project No.:

Plot Date
10/1/2022

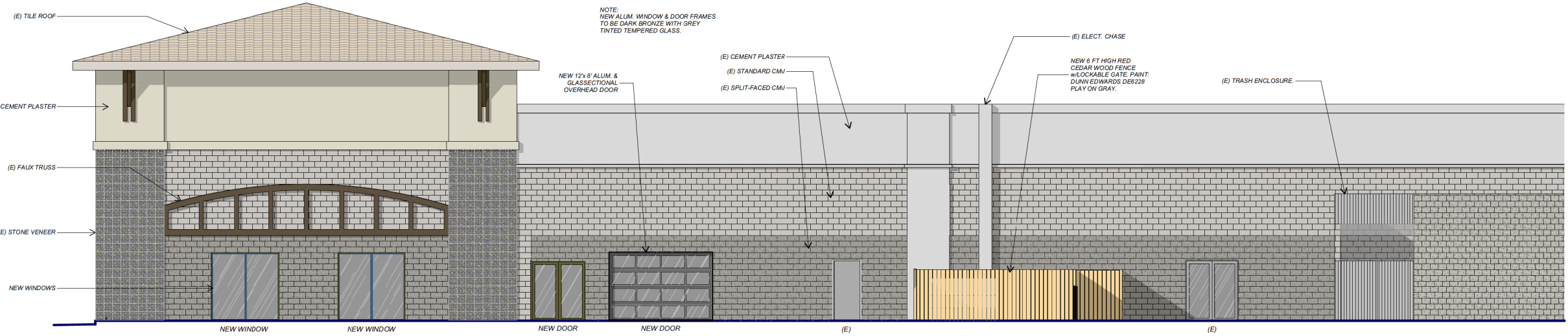
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EXTERIOR ELEVATION - EXISTING

3/16" = 1'-0"

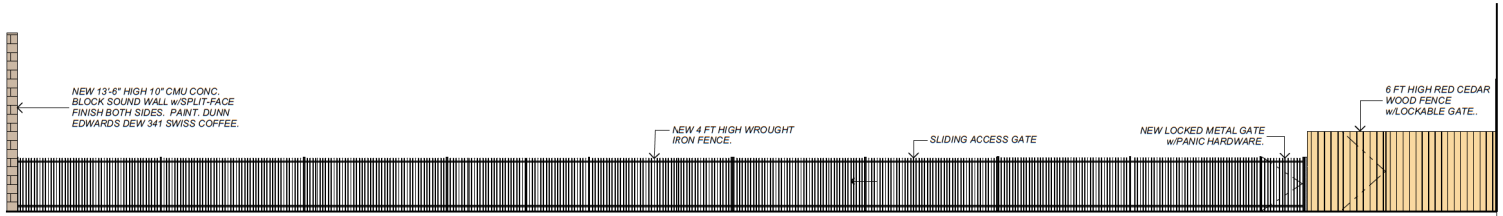
A1



EXTERIOR ELEVATION- PROPOSED

3/16" = 1'-0"

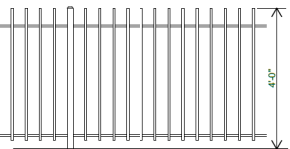
A



METAL FENCE ELEVATION

3/16" = 1'-0"

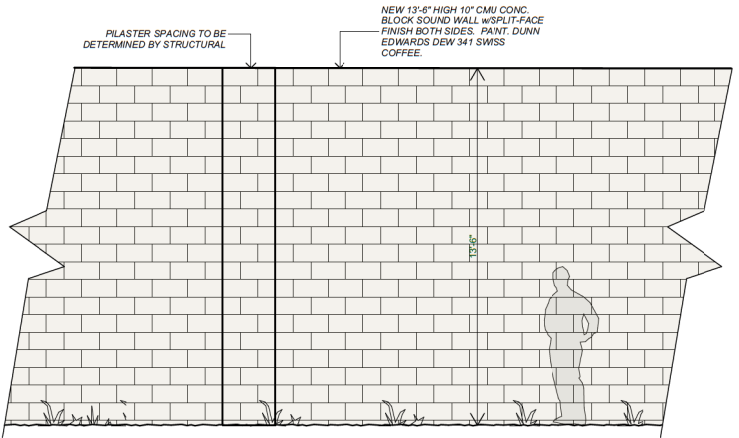
C



METAL FENCE - ENLARGED

1/2" = 1'-0"

C1



ELEVATION - CMU SOUND WALL

3/8" = 1'-0"

B

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AMENDING THE FIVE STAR GENERAL DEVELOPMENT PLAN
(ORDINANCE NO. 579) TO ALLOW SCHOOL USES WITHIN AREA 15A,
SUBJECT TO THE REVIEW AND APPROVAL OF A
CONDITIONAL USE PERMIT

(Destiny Christian School / PDG2025-0002)

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

Section 1. Findings. The City Council of the City of Rocklin finds and determines that:

A. The Destiny Christian School project consists of a General Plan Amendment (GPA2025-0003), General Development Plan Amendment (PDG2025-0002), Conditional Use Permit (U2025-0003), Design Review (DR2025-0007) and Notice of Exemption (ENV2025-0011); (“Project”) to convert an approximately 53,000-square-foot tenant space within an existing retail commercial building into a school; and

B. The General Development Plan Amendment amends a sub-area of the Five Star General Development Plan (Ordinance No. 579) to modify Area 15a, originally approved as an amendment to the Five Star General Development Plan via Ordinance No. 902 and amended via Ordinance No. 1021, to modify the list of conditionally permitted land uses to allow “school” uses, and to modify the parking standards within this document to allow a reduction in parking, consistent with operation of a school, applicable only to Area 15a of the Five Star General Development Plan; Assessor’s Parcel Numbers 016-351-015 and -016.

C. A Notice of Exemption has been approved for this Project via City Council Resolution No. 2026- .

D. The area is physically suited to allow for the operation of a “school”, as would be authorized in the proposed General Development Plan Amendment. The area is fully developed, has ample parking, and would be an expansion of the existing school located directly adjacent to the southeast.

E. The proposed General Development Plan Amendment to allow for the operation of “schools” in Area 15a is compatible with the land uses existing and permitted on the properties in the vicinity of this project.

F. The land use, density, and intensity allowed in the proposed General Development Plan Amendment are not likely to create serious health problems or create nuisances on properties in the vicinity. The area is fully developed and the proposed General Development Plan Amendment to allow for the operation of “schools” within Area

15a would not create any health problems or create nuisances in the vicinity beyond typical uses currently allowed within the Planned Development Commercial (PD-C) zoning district.

G. The City Council has considered the effect of the proposed General Development Plan 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. The proposed General Development Plan Amendment to allow for the operation of “schools” is not anticipated to create significant impacts to housing needs in the region.

H. The Planning Commission of the City of Rocklin unanimously (4-0 with 1 absence) recommended the project for approval on December 2, 2025.

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

Section 3. Amendment to General Development Plan. The City Council of the City of Rocklin hereby approves a General Development Plan Amendment to amend a sub-area of the Five Star General Development Plan (Ordinance No. 579) to modify Area 15a, originally approved as an amendment to the Five Star General Development Plan via Ordinance No. 902 and amended via Ordinance No. 1021, to modify the list of conditionally permitted land uses to allow “school” uses, and to modify the parking standards within this document to allow reduced parking, consistent with operation of a school, applicable only to Area 15a of the Five Star General Development Plan; Assessor’s Parcel Numbers 016-351-015 and -016.

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

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on January 27, 2026, 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 _____, 2026 by the following vote:

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

David Bass, Mayor

ATTEST:

Avinta Singh, City Clerk

First Reading: 01.27.2026
Second Reading:
Effective Date:

EXHIBIT 1

The Five Star General Development Plan is hereby amended as follows. Modified language is shown in ~~strike~~/add format. No other amendments to the existing language have been proposed or approved.

Section 1. Section 2 (9) regarding Area 15a of the Five Star General Development Plan (originally approved via Ordinance No. 902 and amended via Ordinance No. 1021) is amended to modify the permitted, conditionally permitted, and prohibited land uses applicable in the Five Star Plaza Shopping Center; Assessor's Parcel Numbers 016-351-015 and -016. The provisions of this amendment shall not be applicable outside of sub-area 15a.

Section 2. The Five Star General Development Plan Section 2 (9) is amended to read as follows:

9. Within Area 15a. the following land uses provisions shall apply:
 - A. Permitted Land Uses (all uses to be housed entirely within an enclosed building with no outside storage or display permitted except as otherwise specified below or as allowed by an approved Special Event Permit):
 1. Retail Sales, new or used (including but not limited to dry goods, hardware, groceries, books, periodicals, plants, flowers, nursery products, electronics, furniture, appliances, building materials and supplies, automobiles, boats, motorcycles, musical instruments, drugs, etc.) except as may be prohibited or restricted by provisions of the Rocklin Municipal Code.
 2. Professional offices
 3. Banks and financial institutions;
 4. Restaurant/ Restaurant & Bar;
 5. Personal Service Establishments such as a barber shop, beauty shop; tutoring services, pet grooming,
 6. Photographic studio, Art gallery;
 7. Dry cleaners/ laundry;
 8. Places of Assembly;
 9. Mortuary;
 10. Billiard Room;
 11. Exercise or athletic club;
 12. Business or professional office;
 - B. Conditionally permitted land uses:
 1. Outdoor Sales, display, and / or storage

2. Call centers

3. Schools

C. Unspecified Uses:

1. The Community Development Director may determine any uses which are not explicitly stated in A or B above to be either a permitted use, conditionally permitted use, or a prohibited use based upon whether or not the use is substantially similar in nature and/ or impacts to the uses listed above.

D. Off street parking within Area 15a shall be provided as follows:

~~3.965 off street parking spaces shall be provided for every 1,000 gross square feet of floor area.~~

Off street parking shall be consistent with Rocklin Municipal Code Chapter 17.66 (Off-Street Parking).

Deviations from parking standards may be permitted as part of a Conditional Use Permit, at the discretion of the decisionmakers.

E. Maximum Building Height for principal buildings and structures within Area 15a shall be forty feet and the maximum number of stories shall be 2, with the following exception:

With a use permit the maximum allowable height may be increased up to fifty feet, and maximum number of stories may be increased up to four.