ROCKLIN CITY COUNCIL

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

February 27, 2024
General Session 6:00 p.m.

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

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

HOW TO PARTICIPATE

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

WRITINGS RECEIVED AFTER AGENDA POSTING

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

AMERICANS WITH DISABILITIES ACT

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

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

MEETING INSTRUCTIONS

The public may listen to audio or view the meeting via live stream at https://www.rocklin.ca.us/agendas-minutes.
For those that do not plan on attending in person, but wish to make a public comment during the meeting, public comments will be accepted in email form until 3:00 p.m. on the meeting day. Public comments should be submitted to the City Clerk at PublicComments@rocklin.ca.us. Emailed public comments will be distributed to City Council and treated as a public record.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

2. CONSENT CALENDAR

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

2A. Minutes of the February 13, 2024 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the February 13, 2024 Regular Meeting of the City Council.

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

2C. Annual Comprehensive Financial Report and GANN Appropriations Limit Schedule for the Fiscal Year ended June 30, 2023
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Annual Comprehensive Financial Report and GANN Appropriations Limit Schedule for the Fiscal Year Ended June 30, 2023.

2D. Single Audit Report for the Fiscal Year Ending June 30, 2023

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting and Approving the Single Audit Report for the Year Ended June 30, 2023.

2E. Quarterly Treasurer's Report

Recommendation: Receive the Treasurer's Report for the Quarter Ending December 31, 2023.

2F. ParcelQuest Purchase Agreement To Provide Online Property Data And Related Services

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a 3-year Purchase Agreement with ParcelQuest to Provide the City with the Most Current California Property Data Available Online and Related Services.

2G. Various Personnel Updates

Recommendation:

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

2H. City of Rocklin 2024 Grazing Services

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Rescinding Resolution No. 2023-217 Awarding the Bid for the 2024 Grazing Services.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the City of Rocklin 2024 Grazing Services to Blue Tent Farms LLC and Authorizing the City Manager to Execute an Agreement with Blue Tent Farms LLC.

2I. Twin Oaks Park Snack Bar Roof Repair Contract

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 2 to the Agreement for the Twin Oaks Snack Bar Roof with Building Concepts Construction Company and Authorizing the City Manager to Execute Amendment No. 2.

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

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

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

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

2L. Sunset Whitney Recreation Area Improvements

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for the Sunset Whitney Recreation Area Improvements Project to RSC Engineering, Inc. and Authorizing the City Manager to Execute the Agreement.

2M. Whitney Community Park Pump Track

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding a Construction Contract for the Whitney Community Park Pump Track Project to American Ramp Company and Authorizing the City Manager to Execute the Agreement.

3. SPECIAL PRESENTATIONS

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

4. PUBLIC HEARINGS

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

4A. Fire Safe Vegetation Management

Recommendation:

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

5. DISCUSSION ITEMS

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

5A. Fiscal Year 2023/24 Second Quarter: Financial Report, Budget Amendments, and Strategic Plan Update
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended December 31, 2023, and Amending the Fiscal Year 2023/24 Budget.

6. FUTURE AGENDA ITEMS

7. PUBLIC FINANCING AUTHORITY

7A. Rocklin Public Financing Authority's Audited Basic Financial Statements for the Fiscal Year Ended June 30, 2023
Recommendation: Adopt a Resolution of the Public Financing Authority of the City of Rocklin Accepting the Audited Basic Financial Statements for the Fiscal Year Ended June 30, 2023.

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Minutes of the February 13, 2024 Regular Meeting of the City Council

Date: February 27, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the February 13, 2024 Regular Meeting of the City Council.

ATTACHMENTS:
1. DRAFT February 13, 2024 City Council Regular Meeting Minutes

REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL

February 13, 2024
GENERAL SESSION at 6:00 p.m.

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

MEETING MINUTES
-DRAFT-

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

PLEDGE OF ALLEGIANCE
Mayor Janda led the pledge of allegiance.

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

AGENDA REVIEW

Mayor Janda recommended Public Hearing item 4B. Quarry Row Time Extension/Tentative Subdivision Map be heard before item 4A.

CITIZENS ADDRESSING THE CITY COUNCIL

Brandon Sanders with Sierra Division, Government Affairs PG&E, provided the City Council with a recap on the recent storm events.

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Councilmember Halldin reported attendance at the Western Placer Waste Management Authority board meeting; noted that applicants for the General Manager position would be interviewed later this month; and shared he attended the Open House of the new Rocklin office for Assemblyman Joe Patterson.

Vice Mayor Gayaldo reported attendance at the City Selection Rotation Committee meeting; attended the Mosquito Vector Control District meeting; attended the Placer County Law Enforcement Chaplaincy Board Meeting; attended the swearing-in ceremony for a new Rocklin police officer; reported on the Greater Sacramento Economic Council Germany Market Visit where she and the Rocklin contingency including Sierra College

President Duncan attended a meeting with the leadership of SMA Solar, whose headquarters was in Rocklin.

Councilmember Bass reported attendance at the Placer County Association of Realtors (PCAR) installation dinner; attended the Chamber of Commerce's Breakfast event; shared he ran a petition signing event to amend Proposition 47 and thanked Councilmembers Halldin and Broadway for their support. He acknowledged City staff for their hard work during the storm events including response times by Public Works, Police and Fire and was impressed with RFD for their response to an incident at a local restaurant.

Councilmember Broadway reported attendance at a Placer County Transportation Planning Agency (PCTPA) board meeting; attended a PCTPA funding strategy and stakeholder meeting to discuss a potential tax measure for the November ballot; attended the Consolidated Oversight Board meeting; attended the PCAR installation dinner; participated in Victory High School's mock interviews for students; attended the Placer City and County Officials Dinner; attended the NorCal FLL Robotics Competition in Elk Grove where Rocklin was represented by the Circuit Squad comprised of 7th graders and the Rocklin Robos team comprising of 4th graders; attended the ribbon cutting for Assemblyman Patterson's Rocklin office; attended the Chamber Government Relations Meeting; participated in the Every 15 Minutes event at Whitney High School; attended the Chamber's Breakfast meeting; attended the swearing-in ceremony of RPD Officer Milgrom; and emphasized that he received a number of comments from the community on how City staff exceeded expectations on their responsiveness during power outages and downed trees during the storms, underscoring his appreciation to City staff.

Mayor Janda echoed his appreciation to City staff and partners with PG&E, acknowledging that given the scale of the event, it was commendable to have the majority of City services restored in 24 hours. He thanked Interim City Attorney Cucchi, Acting City Clerk Reid and consultant Nell Hessel for their assistance during vacancies and welcomed the new City Attorney and City Clerk.

City Manager Zimmermann welcomed new City Attorney McOmber and City Clerk Madhukansh-Singh to the City team. She reported on the local storm damage from Sunday, February 4, 2024 and on February 5, 2024, including power outages at City facilities and traffic signals; during this time public safety dispatch received 79 calls for police or fire response related to storm impacts. More than 50 trees were lost in City parks, open space and right of way. City Manager Zimmermann expressed her appreciation to City staff who stepped into provide assistance during the incident; and encouraged residents to continue to report any damages resulting from the storms.

2. CONSENT CALENDAR

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

2A. Appointment of City Clerk
Action: Adopted Resolution No. 2024-040 of the City Council of the City of Rocklin Appointing Avinta Madhukansh-Singh as City Clerk.

2B. Minutes of the January 23, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the January 23, 2024 Regular Meeting of the City Council.

2C. Appointment to the Investment Advisory Committee
Action: Adopted Resolution No. 2024-041 of the City Council of the City of Rocklin Making Appointment to the Investment Advisory Committee.

2D. Intention to Annex Stanford Plaza Chipotle (APN 364-090-025-000) into Community Facilities District No. 1
Action: Adopted Resolution No. 2024-042 of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 89) and to Authorize the Levy of Special Taxes therein (Stanford Plaza Chipotle, APN 364-090-025-000).

2E. Various Personnel Updates
Action:

A. Adopted Resolution No. 2024-043 of the City Council of the City of Rocklin Repealing and Replacing Resolution No. 2023-155 Designating Representatives to the Northern California Cities Self Insured Fund Board of Directors.
B. Adopted Resolution No. 2024-044 of the City Council of the City of Rocklin to Approve a Classification Reallocation and Revised Salary Schedule for the Rocklin Police Officers' Association.
C. Adopted Resolution No. 2024-045 of the City Council of the City of Rocklin to Approve to Approve a Side Letter of Agreement to the Memorandum of Understanding Between the City of Rocklin and the Rocklin Police Officers' Association.
D. Adopted Resolution No. 2024-046 of the City Council of the City of Rocklin to Adopt a Revised Management Salary Schedule.

Motion to approve Consent Calendar Items 2A through 2E by Councilmember Broadway and seconded by Councilmember Halldin. Passed 5-0 by the following roll call vote:

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

3. SPECIAL PRESENTATIONS

None.

4. PUBLIC HEARINGS

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

Per Mayor Janda's request, item 4B was heard before item 4A.

4A. University Square / Design Review - DR2022-0002, and Conditional Use Permit, U2022-0001

Action: Conducted a Public Hearing to Consider Testimony.

A. Adopted Resolution No. 2024-047 of the City Council of the City of Rocklin Approving a Design Review (University Square / DR2022-0002).

B. Adopted Resolution No. 2024-048 of the City Council of the City of Rocklin Approving a Conditional Use Permit (University Square / U2022-0001).

Senior Planner Nathan Anderson presented the item to City Council.

Project Attorney Marcus Lo Duca on behalf of the applicant, responded to Councilmember questions and requested approval of the project.

Project Engineer Greg Bardini responded to Councilmember questions.

Public comment

Benjamin Bjorkman addressed the City Council regarding the item.

City Council comments and discussion followed.

Motion to approve Public Hearing Item 4A. A. to approve Design Review by Councilmember Halldin and seconded by Councilmember Bass. Passed 5-0 by the following roll call vote:

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

Motion to approve Public Hearing Item 4A. B. to approve a Conditional Use Permit by Councilmember Halldin and seconded by Councilmember Bass. Passed 4-1 by the following roll call vote:

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

4B. Quarry Row Time Extension / Tentative Subdivision Map - SD2016-0003, Tree Preservation Plan Permit - TRE2016-0002, and Design Review - DR2016-0003
Action: Conducted a Public Hearing to Consider Testimony, and Adopted Resolution No. 2024-049 of the City Council of the City of Rocklin Approving a Two-Year Time Extension of a Tentative Subdivision Map, an Oak Tree Preservation Plan Permit, and a Design Review (Quarry Row Time Extension / SD2016-0003, TRE2016-0002 and DR2016-0003).

Senior Planner Nathan Anderson presented the item to City Council.

Project Owner/Applicant Todd Lowell provided an update to the City Council on the project requesting approval of the project.

Public comment

Wayne Beck addressed the City Council regarding the item.

City Council comments and discussion followed.

Motion to approve Public Hearing Item 4B by Councilmember Broadway and seconded by Vice Mayor Gayaldo. Passed 5-0 by the following roll call vote:

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

5. DISCUSSION ITEMS

None.

6. FUTURE AGENDA ITEMS

None.

ADJOURNMENT

Mayor Janda adjourned the meeting at 7:33 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of February 13, 2024 as approved by the Rocklin City Council.

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Accounts Paid List - October to December 2023

Date: February 27, 2024

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Receive the Accounts Paid List for October 1, 2023 to December 31, 2023.

Background:
The Accounts Paid List (Attachment 1) details expenses paid to vendors, types of expenses, and the amount paid for the period between October 1, 2023 to December 31, 2023.

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

ATTACHMENTS:
1. Accounts Paid List October - December 2023

City of Rocklin

ACCOUNTS PAID LIST

for

October 01, 2023 through December 31, 2023

meeting of

February 27, 2024

Deputy Director of Administrative Services

01/18/2024
DATE

ROCKLIN
CALIFORNIA

City of Rocklin

Accounts Paid Summary

From: 10/1/23 To: 12/31/23

Vendor Name		Total Amount Paid
2M GENERAL ENGINEERING	PROFESSIONAL SERVICES	2,600.00
4LEAF, INC.	PROFESSIONAL SERVICES	18,501.59
A & S MOTORCYCLE PARTS	PROFESSIONAL SERVICES	282.37
A-1 ADVANTAGE ASPHALT, LLC	REPAIR & MAINTENANCE	17,971.20
ACTIVE911 INC	PROFESSIONAL SERVICES	702.00
ADRIAN PASSADORE	TRAVEL/TRAINING/MEALS	600.00
ADVANCED INTEGRATED PEST MANAGEMENT	MAINTENANCE CONTRACTS	5,317.00
ADVANCED TRAFFIC PRODUCTS INC.	REPAIR & MAINTENANCE	14,798.36
ADVANTAGE GEAR, INC.	UNIFORMS	1,712.89
AFSCME DISTRICT COUNCIL 57	PAYROLL DEDUCTS PAYABLE	6,556.90
AFSS NORTHERN DIVISION	TRAVEL/TRAINING/MEALS	399.00
AIR EXCHANGE INC.	MAINTENANCE CONTRACTS	2,157.49
ALEX SCHNETZ	TRAVEL/TRAINING/MEALS	138.00
AMERICAN RAMP COMPANY	PARK IMPROVEMENTS	14,135.02
ANDREW BARRINGTON	TRAVEL/TRAINING/MEALS	246.68
ANIMAL DAMAGE MANAGEMENT, INC.	PROFESSIONAL SERVICES	2,505.00
APPLIED LANDSCAPE MATERIALS, INC.	REPAIR & MAINTENANCE	35,374.68
APS ENVIRONMENTAL, INC.	PROFESSIONAL SERVICES	262.50
ARC DOCUMENT SOLUTIONS, LLC	RENTAL/LEASE	1,414.88
ARROW FENCE COMPANY	PROPERTY DAMAGE EXPENDITURE	3,500.00
AT&T	COMMUNICATIONS	53,183.08
AT&T MOBILITY	COMMUNICATIONS	20,635.21
AVDIS & CUCCHI, LLP	PROFESSIONAL SERVICES	94,578.00
BEN FLINT	TRAVEL/TRAINING/MEALS	173.30
BENCHMARK SOLUTIONS, LLC	PROFESSIONAL SERVICES	11,356.80
BERCO REDWOOD, INC.	PROGRAM SUPPLIES/MATERIALS	4,992.18
BETTER BUSINESS PLANNING, INC	PROFESSIONAL SERVICES	751.40
BLUEALLY TECHNOLOGY SOLUTIONS, LLC	NON-CAP. EQUIPMENT	19,020.79
BOETHING TREELAND FARMS, INC.	PROGRAM SUPPLIES/MATERIALS	1,134.16
BON APPETIT MANAGEMENT COMPANY	ADVERTISING/PROMOTIONAL	2,585.23
BONNEVILLE INTERNATIONAL	PROFESSIONAL SERVICES	4,999.00
BPR CONSULTING GROUP LLC	PROFESSIONAL SERVICES	6,619.58
BRADLEY HAABY	TRAVEL/TRAINING/MEALS	60.00
BRANDON ASHER	PROGRAM SUPPLIES/MATERIALS	501.96
BROWER MECHANICAL INC.	REPAIR & MAINTENANCE	3,729.00
BUREAU VERITAS NORTH AMERICA INC.	PROFESSIONAL SERVICES	64,687.58
BUSHNELL LANDSCAPE INDUSTRIES, INC.	PROFESSIONAL SERVICES	8,985.00
CALIF. PEACE OFFICERS' ASSOCIATION	LICENSES/MEMBERSHIPS/SUBSCRIP	2,050.00

Vendor Name		Total Amount Paid
CALIFORNIA BUILDING STANDARDS COMMISSION	STATE BLDG STANDARDS FUND	1,405.00
CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION	NON-CAP. EQUIPMENT	899.56
CALIFORNIA MUNICIPAL STATISTICS, INC.	PROFESSIONAL SERVICES	550.00
CALIFORNIA POLICE CHIEFS' ASSOC.	LICENSES/MEMBERSHIPS/SUBSCRIP	155.00
CALIFORNIA STATE DEPT OF CONSERV. CALIFORNIA	SEISMIC EDUCATION LIABILITY	2,822.16
STATE DEPT. OF GENERAL SERVICES CALIFORNIA	CASP SB1186 - STATE PORTION	564.40
STATE DEPT. OF JUSTICE	PROFESSIONAL SERVICES	5,374.98
CALIFORNIA SURVEYING & DRAFTING CALIFORNIA	PROFESSIONAL SERVICES	793.65
TREE & LANDSCAPE CONSULTING, INC. CALPO HOM	PROFESSIONAL SERVICES	330.00
& DONG ARCHITECTS, INC.	BUILDING	6,500.00
CAL-SIERRA FENCE	PROFESSIONAL SERVICES	13,800.00
CASCADE HEALTHCARE SERVICES LLC	TRAVEL/TRAINING/MEALS	450.00
CD & POWER	PROFESSIONAL SERVICES	827.79
CDW GOVERNMENT INC.	MAINTENANCE CONTRACTS	14,143.06
CEB/REGENTS OF THE UNIVERSITY OF CALIF.	PROGRAM SUPPLIES/MATERIALS	2,219.37
CENTERPOINT ENGINEERING, INC.	INFRASTRUCTURE	1,750.00
CENTRAL VALLEY ENG. & ASPHALT INC.	REPAIR & MAINTENANCE	123,680.37
CENTRALSQUARE TECHNOLOGIES	PROFESSIONAL SERVICES	2,430.00
CHRIS WADE	TRAVEL/TRAINING/MEALS	180.00
CHRISTOPHER MCNAY (PARAMOUNT AWARDS)	ADVERTISING/PROMOTIONAL	348.49
CHRISTOPHER CASCIATO	TRAVEL/TRAINING/MEALS	807.46
CHRISTOPHER OSBORNE	TRAVEL/TRAINING/MEALS	25.44
CINTAS CORPORATION	LAUNDRY DEDUCTION PAYABLE	8,388.78
CINTAS FIRST AID & SAFETY	PROFESSIONAL SERVICES	323.41
CITY OF LINCOLN	ADVERTISING/PROMOTIONAL	150.00
CITY OF ROSEVILLE	HWY 65 PAYABLE	35,922.06
CIVICPLUS, LLC	PROGRAM SUPPLIES/MATERIALS	2,362.00
CLASSIC TOW SERVICE	PROFESSIONAL SERVICES	1,138.00
COLBY ABBOTT	TRAVEL/TRAINING/MEALS	180.00
CONCRETE BOOKING AGENCY	PROFESSIONAL SERVICES	1,976.25
CONSOLIDATED COMMUNICATIONS	COMMUNICATIONS	2,080.82
CORE PSYCHOLOGICAL CORPORATION	RECRUITMENT EXPENSES	1,500.00
CORY MAYLETT DESIGN	PROFESSIONAL SERVICES	3,260.00
COUNTCO CAPITAL, LLC	RENTAL/LEASE	16,988.43
CRAFCO, INC.	PROGRAM SUPPLIES/MATERIALS	7,903.74
CRITICAL REACH	PROFESSIONAL SERVICES	625.00
CSMFO	TRAVEL/TRAINING/MEALS	515.00
CURTIS BLUE LINE	UNIFORMS	11,136.24
CYRACOM INTERNATIONAL , INC	PROFESSIONAL SERVICES	96.70
DARRELL JANTZ	TRAVEL/TRAINING/MEALS	450.00
DAVE BANG ASSOCIATES INC OF CALIFORNIA	PROGRAM SUPPLIES/MATERIALS	4,775.78
DAVID B HART	PROFESSIONAL SERVICES	5,183.00
DAVID DOWNING (USA FENCE COMPANY)	REPAIR & MAINTENANCE	815.93

Vendor Name		Total Amount Paid
DELL	MAINTENANCE CONTRACTS	9,396.65
DLT SOLUTIONS, LLC	LICENSES/MEMBERSHIPS/SUBSCRIP	13,658.87
DOKKEN ENGINEERING	INFRASTRUCTURE	87,513.32
DOMINGUEZ LANDSCAPE SERVICES INC.	PROFESSIONAL SERVICES	415,533.26
DONNOE & ASSOCIATES. INC.	RECRUITMENT EXPENSES	365.00
DOUBLE B DEMOLITION INC	PARK IMPROVEMENTS	187,691.50
DOWNEY BRAND LLP	PROFESSIONAL SERVICES	109,910.78
DYNAMIC DETAILING	FLEET CAPITAL	12,065.40
EASTER SEALS SUPERIOR CALIFORNIA	PROFESSIONAL SERVICES	4,580.36
ECONOMIC AND PLANNING SYSTEMS, INC.	PROFESSIONAL SERVICES	3,295.00
EDMUND GEARHART	INSTRUCTIONAL SERVICES	503.75
ELIZABETH SORG	TRAVEL/TRAINING/MEALS	177.57
ENDEAVOR OLE PARENT, LLC	PROFESSIONAL SERVICES	5,295.00
ENTENMANN-ROVIN COMPANY	UNIFORMS	1,868.99
ENTERPRISE FLEET MANAGEMENT	RENTAL/LEASE	262.78
ETHOS-CALIFORNIA VETERINARY GROUP INC	PROFESSIONAL SERVICES	132.44
EXPRESS SERVICES	PROFESSIONAL SERVICES	13,462.50
FASTENAL COMPANY	PROGRAM SUPPLIES/MATERIALS	1,352.22
FEDEX	POSTAGE	765.11
FEHR & PEERS	PROFESSIONAL SERVICES	4,912.60
FIRECODE SAFETY EQUIPMENT, INC.	MAINTENANCE CONTRACTS	2,808.00
FIRST AMERICAN ADMINISTRATORS INC	VISION CLAIM	2,113.86
FOSTER & FOSTER CONSULTING ACTUARIES, INC	PROFESSIONAL SERVICES	1,400.00
FRANCHISE TAX BOARD	PAYROLL DEDUCTS PAYABLE	1,949.12
FUTURE CHEVROLET OF SACRAMENTO	PROFESSIONAL SERVICES	5,562.57
FUTURE FORD LINCOLN	VEHICLE & EQUIPMENT PARTS	88.97
GARRITT H. WALSH (SELECT ELECTRIC)	REPAIR & MAINTENANCE	3,164.00
GENUINE PARTS CO	VEHICLE & EQUIPMENT PARTS	14,938.67
GEORGE REED, INC	INFRASTRUCTURE	96,895.73
GERLING AND ASSOCIATES, INC.	FLEET CAPITAL	46,936.80
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC.	PROFESSIONAL SERVICES	11,357.06
GOLDEN STATE FIRE APPARATUS, INC.	FLEET CAPITAL	940,873.41
GRAINGER	PROGRAM SUPPLIES/MATERIALS	1,831.16
GRANICUS INC	MAINTENANCE CONTRACTS	12,950.00
GREATER SACRAMENTO AREA ECONOMIC COUNCIL	LICENSES/MEMBERSHIPS/SUBSCRIP	28,665.00
GREATER SACRAMENTO INVESTMENTS, LLC	INSTRUCTIONAL SERVICES	14,009.10
GREG JENSEN	TRAVEL/TRAINING/MEALS	30.00
GREG M. STENSLER	REPAIR & MAINTENANCE	21.52
GREGORY TAWNEY (D-TAC K9 LLC)	PROFESSIONAL SERVICES	2,400.00
GROWTH FACTORY	SMALL BUSINESS SUPPORT GRANT	150,000.00
HALEY REID	TRAVEL/TRAINING/MEALS	294.63
HERC EXCHANGE LLC	RENTAL/LEASE	10,771.07
HERITAGE LANDSCAPE SUPPLY GROUP	PROGRAM SUPPLIES/MATERIALS	33,888.07

Vendor Name		Total Amount Paid
HEURISTIC MANAGEMENT SYSTEMS INC.	MAINTENANCE CONTRACTS	7,560.00
HINDERLITER DELLAMAS & ASSOCIATES	PROFESSIONAL SERVICES	5,809.97
HOLT OF CALIFORNIA	RENTAL/LEASE	26,806.63
HOMEWOOD BUILDING SUPPLY, LLC	PROGRAM SUPPLIES/MATERIALS	3,385.17
HONEYWELL INTERNATIONAL INC	MACHINERY & EQUIPMENT	2,205.00
HORIZON VENTURES INC	PROGRAM SUPPLIES/MATERIALS	1,678.00
HUNT & SONS INC.	FUEL/OIL	113,546.22
IAFF ROCKLIN FIREFIGHTERS	PAYROLL DEDUCTS PAYABLE	10,780.00
IDO US HOLDCO, CORP	ADVERTISING/PROMOTIONAL	7,300.00
IMAGETREND, INC	MAINTENANCE CONTRACTS	2,175.00
INNOCORP LTD	NON-CAP. EQUIPMENT	5,341.69
INSOMNIAC PRODUCTIONS	RECRUITMENT EXPENSES	1,447.88
IO PREDICT INC	RECRUITMENT EXPENSES	1,668.00
IVAN RODRIGUEZ	TRAVEL/TRAINING/MEALS	240.00
J & A STEAM, LLC	PROFESSIONAL SERVICES	6,175.00
J.C. NELSON SUPPLY CO.	PROGRAM SUPPLIES/MATERIALS	1,175.46
J.J.R. ENTERPRISES, INC	PROGRAM SUPPLIES/MATERIALS	6,812.18
JACOBS ENGINEERING GROUP, INC.	INFRASTRUCTURE	127,003.35
JASON SHEARER	RET HEALTH PAYGO INSURANCE	1,698.00
JASON WESTGATE	TRAVEL/TRAINING/MEALS	25.44
JEFF PAXTON	TRAVEL/TRAINING/MEALS	390.12
JEFFREY DAIGLE	TRAVEL/TRAINING/MEALS	240.00
JEFFREY WALLOCH	RET HEALTH PAYGO INSURANCE	531.00
JESSE BELAND	TRAVEL/TRAINING/MEALS	512.00
JETMULCH, INC	PARK REPAIR & MAINT NON-CAP EX	15,621.00
JILL GAYALDO	TRAVEL/TRAINING/MEALS	304.08
JMP OFFICE TECHNOLOGIES	MAINTENANCE CONTRACTS	880.16
JOBELEPHANT.COM INC	RECRUITMENT EXPENSES	1,756.00
JOHN G ROBY (SIRCHIE AQUISITION CO LLC)	PROGRAM SUPPLIES/MATERIALS	545.72
JOHNSON & SAMPSON CONSTRUCTION, INC.	PARK REPAIR & MAINT NON-CAP EX	30,810.00
JOHNSON PETROLEUM CONSTRUCTION INC.	PROFESSIONAL SERVICES	318.50
JON HARTMAN	INSTRUCTIONAL SERVICES	5,564.00
JULIE BARBOUR	PROFESSIONAL SERVICES	149.17
JULIE ERVIN	TRAVEL/TRAINING/MEALS	462.04
KAREN SMITH	TRAVEL/TRAINING/MEALS	5.17
KEN BROADWAY	TRAVEL/TRAINING/MEALS	3,559.15
KEVIN STENSON	TRAVEL/TRAINING/MEALS	180.00
KEYSER MARSTON ASSOCIATES, INC.	PROFESSIONAL SERVICES	18,226.25
KIDSFIRST CHILD ABUSE PREVENTION COUNCIL OF PLACER	PROFESSIONAL SERVICES	2,534.37
KIMLEY-HORN AND ASSOCIATES INC.	INFRASTRUCTURE	95,186.32
KMC ARCHERY LLC	INSTRUCTIONAL SERVICES	940.80
KNOX COMPANY	PROFESSIONAL SERVICES	1,298.00
KOEFRAN INDUSTRIES, INC.	PROFESSIONAL SERVICES	500.00

Vendor Name		Total Amount Paid
KOFF & ASSOCIATES, INC.	PROFESSIONAL SERVICES	1,575.00
KRISTOPHER GIBSON	TRAVEL/TRAINING/MEALS	300.00
L.N. CURTIS & SONS	NON-CAP. EQUIPMENT	6,665.68
LAURA DEASON (COLE PRO MEDIA)	PROFESSIONAL SERVICES	6,000.00
LAW OFFICES OF LIEBERT CASSIDY & WHITMOR	PROFESSIONAL SERVICES	27,033.80
LAWRENCE J. OSBORNE (ELEPHANT IDEAS)	PROGRAM SUPPLIES/MATERIALS	128.70
LEGAL DEFENSE FUND OF THE PEACE OFFICERS RESEARCH	RESERVE OFFICER EXPENSE	36.00
LEGAL SHIELD	PAYROLL DEDUCTS PAYABLE	803.28
LEHR AUTO ELECTRIC INC.	PROFESSIONAL SERVICES	515.77
LENSLOCK INC	PROFESSIONAL SERVICES	12,220.07
LES SCHWAB TIRE CENTER	PROFESSIONAL SERVICES	820.72
LEXISNEXIS	PROFESSIONAL SERVICES	4,939.35
LIFE-ASSIST INC	PROGRAM SUPPLIES/MATERIALS	5,011.78
LIFECORE FITNESS LLC	NON-CAP. EQUIPMENT	9,649.28
LIGHTFOOT TRUCK REPAIR INC.	PROFESSIONAL SERVICES	1,750.00
LISA CONDON	TRAVEL/TRAINING/MEALS	180.00
LUMOS & ASSOCIATES, INC.	PROFESSIONAL SERVICES	4,800.00
M2 PROMOTIONS	UNIFORMS	2,236.16
MAGELLAN HEALTHCARE, INC	PROFESSIONAL SERVICES	4,303.92
MALLORY SAFETY AND SUPPLY LLC	NON-CAP. EQUIPMENT	8,292.07
MARA RAUBITSCHEK (ART WITH MARA)	INSTRUCTIONAL SERVICES	2,341.00
MATT MCCLURE	TRAVEL/TRAINING/MEALS	60.00
MATT ROEMMICH	TRAVEL/TRAINING/MEALS	30.00
MCMASTER-CARR	PROGRAM SUPPLIES/MATERIALS	2,806.98
MICHAEL DOVGAN(A PLUS PAINTING)	FACILITIES REPAIRS AND MAINT	83,600.00
MICHELE IACHELLA	ADVERTISING/PROMOTIONAL	400.00
MIKE DAVIS (FOUR STAR BUILDING)	PROFESSIONAL SERVICES	19,860.17
MIOVAS, PAUL	TRAVEL/TRAINING/MEALS	15.63
MIRACLE PLAYSYSTEMS, INC.	PARK REPAIR & MAINT NON-CAP EX	43,935.23
MOTOROLA SOLUTIONS, INC.	NON-CAP. EQUIPMENT	30,082.12
MUCHMORE THAN CONSULTING, LLC	PROFESSIONAL SERVICES	10,523.25
MUNICIPAL EMERGENCY SERVICES, INC.	PROGRAM SUPPLIES/MATERIALS	240.59
MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES	21,732.19
MUSCO SPORTS LIGHTING, LLC	PROGRAM SUPPLIES/MATERIALS	4,662.31
NAMESCAPE CORPORATION	MAINTENANCE CONTRACTS	1,907.00
NAPPI FABRICATIONS	FLEET CAPITAL	158,991.75
NATHAN WHANN	TRAVEL/TRAINING/MEALS	36.42
NATIONAL ACADEMY OF ATHLETICS	INSTRUCTIONAL SERVICES	1,891.40
NATIONAL DATA & SURVEYING SERVICES	PROFESSIONAL SERVICES	665.00
NATIONAL GARAGE DOOR	REPAIR & MAINTENANCE	746.81
NEARMAP US INC	MAINTENANCE CONTRACTS	8,408.40
NEIGHBORLY PEST MANAGEMENT	REPAIR & MAINTENANCE	2,325.00
NETWORK DESIGN ASSOCIATES	PROFESSIONAL SERVICES	19,575.00

Vendor Name		Total Amount Paid
NETWRIX CORPORATION	MAINTENANCE CONTRACTS	3,539.21
NEW FRONTIER MANAGEMENT INC	PROFESSIONAL SERVICES	2,000.00
NEWPORT BEACH-ALLIANT INSURANCE SERVICE, INC.	RENTAL/LEASE	1,848.00
NI GOVERNMENT SERVICES INC.	PROFESSIONAL SERVICES	97.35
NOR CAL SIGNAL SUPPLY LLC	PROGRAM SUPPLIES/MATERIALS	15,372.79
NORCAL EMERGENCY MEDICAL TRAINING	TRAVEL/TRAINING/MEALS	2,275.00
NOREGON SYSTEMS LLC	LICENSES/MEMBERSHIPS/SUBSCRIP	2,199.00
NORTHERN CALIF CITIES SELF INS FUND	WORKERS COMP INS PREMIUMS	490,360.50
NORTHERN CALIFORNIA GLOVE INC.	PROGRAM SUPPLIES/MATERIALS	2,832.34
NUTRIEN AG SOLUTIONS, INC.	PROGRAM SUPPLIES/MATERIALS	44,047.04
OCCU-MED, LTD.	RECRUITMENT EXPENSES	3,417.34
ODELL'S PUMP & MOTOR SERVICE	FACILITIES REPAIRS AND MAINT	911.05
ONE TIME PAY	OTHER DEPOSITS	16,379.26
PACIFIC GAS & ELECTRIC CO.	UTILITIES	475,584.62
PAPE MACHINERY INC	VEHICLE & EQUIPMENT PARTS	501.71
PARTS AUTHORITY LLC	VEHICLE & EQUIPMENT PARTS	874.89
PBM CONSTRUCTION, INC.	REPAIR & MAINTENANCE	249,500.00
PBM SUPPLY & MFG INC	PARK REPAIR & MAINT NON-CAP EX	7,540.64
PEACE OFFICERS RESEARCH ASSOCIATION OF CA	RESERVE OFFICER EXPENSE	48.00
PERFORMANCE EMS	PROFESSIONAL SERVICES	720.00
PETDATA	PROFESSIONAL SERVICES	1,946.50
PLACER COUNTY ADMINISTRATIVE OFFICES	COUNTY IMPACT FEE	106,935.93
PLACER COUNTY AIR POLLUTION CONTROL DISTRICT	PROFESSIONAL SERVICES	35,589.50
PLACER COUNTY ENVIRONMENTAL HEALTH	PROFESSIONAL SERVICES	1,449.50
PLACER COUNTY FLOOD CONTROL & CONSERVATION	FLOOD DISTRICT LIABILITY	196.14
PLACER COUNTY HEALTH & HUMAN SERVICES	PROFESSIONAL SERVICES	28,437.49
PLACER COUNTY MULTI-DISCIPLINARY INTERVIEW	PROFESSIONAL SERVICES	5,000.00
PLACER COUNTY SHERIFF	PROFESSIONAL SERVICES	6,770.00
PLACER COUNTY WATER AGENCY	UTILITIES	396,150.43
PLACER MOSQUITO AND VECTOR CONTROL DISTRICT	PROFESSIONAL SERVICES	594.12
POINT EMBLEMS LLC	ADVERTISING/PROMOTIONAL	1,208.66
PRIDE INDUSTRIES ONE INC.	PROFESSIONAL SERVICES	141,371.54
PRIETO ROSEVILLE	VEHICLE & EQUIPMENT PARTS	1,661.97
PRIME TIME ENTERTAINMENT	PROFESSIONAL SERVICES	4,000.00
PROSPERO BENEFITS GROUP	PROFESSIONAL SERVICES	650.00
R3 CONSULTING GROUP INC	PROFESSIONAL SERVICES	2,772.00
RAIN BIRD SERVICES CORP	PROFESSIONAL SERVICES	164.38
RALPH ANDERSON & ASSOCIATES	PROFESSIONAL SERVICES	17,235.00
RANDY LAW	TRAVEL/TRAINING/MEALS	124.32
RDO EQUIPMENT CO	VEHICLE & EQUIPMENT PARTS	852.44
REGINALD WILLIAMS	TRAVEL/TRAINING/MEALS	55.79
RIVERVIEW INTERNATIONAL TRUCKS	PROFESSIONAL SERVICES	1,993.89
ROAD MACHINERY, LLC	PROFESSIONAL SERVICES	156.33

Vendor Name		Total Amount Paid
ROB THOMPSON (LEGACY RANCHING)	PROFESSIONAL SERVICES	107,874.50
ROBBINS & HOLDAWAY, A PROF. CORP.	PROFESSIONAL SERVICES	2,340.00
ROBERT ZAUCHA	TRAVEL/TRAINING/MEALS	60.00
ROCKLIN CHAMBER OF COMMERCE	ADVERTISING/PROMOTIONAL	3,475.00
ROCKLIN POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTS PAYABLE	27,598.48
ROCKLIN WINDUSTRIAL	PROGRAM SUPPLIES/MATERIALS	179.69
RON TURLEY ASSOCIATES	LICENSES/MEMBERSHIPS/SUBSCRIP	3,550.00
ROSS RECREATION EQUIPMENT CO, INC.	PROGRAM SUPPLIES/MATERIALS	9,445.89
RR & NS ENTERPRISES INC	PROFESSIONAL SERVICES	1,370.59
RUHKALA GRANITE & MARBLE CO INC.	PROGRAM SUPPLIES/MATERIALS	40.00
RUSTIN BANKS	TRAVEL/TRAINING/MEALS	39.35
SACRAMENTO AREA FIRE FIGHTERS BENEVOLENT FUND	LICENSES/MEMBERSHIPS/SUBSCRIP	540.00
SACRAMENTO COUNTY	PROFESSIONAL SERVICES	3,702.00
SACRAMENTO REGIONAL PUBLIC SAFETY	TRAVEL/TRAINING/MEALS	347.00
SAFETY-KLEEN SYSTEMS, INC.	PROFESSIONAL SERVICES	204.00
SAK CONSTRUCTION, LLC	INFRASTRUCTURE	617,000.00
SAN DIEGO POLICE EQUIPMENT CO INC	PROGRAM SUPPLIES/MATERIALS	9,329.78
SARAH WALTON	TRAVEL/TRAINING/MEALS	105.88
SEARCH AMERICA, LLC	PROFESSIONAL SERVICES	329.85
SECURITY & ASSET MANAGEMENT, LP	MAINTENANCE CONTRACTS	6,644.56
SHAWN BAIRD	TRAVEL/TRAINING/MEALS	1,302.97
SHAWN WATKINS	TRAVEL/TRAINING/MEALS	180.00
SHERBURN L. HINKLEY (HINKLEY MASONRY)	REPAIR & MAINTENANCE	8,900.00
SHI INTERNATIONAL CORP.	MAINTENANCE CONTRACTS	9,936.57
SHUMS CODA ASSOCIATES, INC	PROFESSIONAL SERVICES	54,310.75
SIERRA BUSINESS COUNCIL	SMALL BUSINESS SUPPORT GRANT	187,880.04
SIERRA PACIFIC TURF SUPPLY INC.	PROGRAM SUPPLIES/MATERIALS	3,135.71
SIERRA SAFETY	PROGRAM SUPPLIES/MATERIALS	1,896.19
SIERRA TRAFFIC MARKINGS, INC.	REPAIR & MAINTENANCE	68,828.01
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	PROGRAM SUPPLIES/MATERIALS	11,886.48
SKIP'S MUSIC INC.	PROFESSIONAL SERVICES	24,907.25
SLOAN SAKAI YOUNG & WONG LLP	PROFESSIONAL SERVICES	5,722.87
SMITHWAY ASSOCIATES, INC	RENTAL/LEASE	2,613.18
SONETICS CORPORATION	PROFESSIONAL SERVICES	4,289.92
SOUTH PLACER M.U.D.	UTILITIES	8,718.74
SOUTH PLACER REGIONAL	SPRTA MITIGATION FEES	77,350.94
ST VINCENT DE PAUL SOCIETY ROSEVILLE AREA CONF	PROFESSIONAL SERVICES	16,444.71
ST. FRANCIS ELECTRIC, INC.	PROPERTY DAMAGE EXPENDITURE	12,700.00
STATE WATER RESOURCES CONTROL BOARD	LICENSES/MEMBERSHIPS/SUBSCRIP	26,498.00
STERICYCLE, INC	PROFESSIONAL SERVICES	827.56
STERLING WOLFE	TRAVEL/TRAINING/MEALS	19.35
STEVEN F TIBBETTS (TIBBETTS INVESTIGATION)	RECRUITMENT EXPENSES	2,250.00
STRYKER CORPORATION	NON-CAP. EQUIPMENT	22,162.36

Vendor Name		Total Amount Paid
SUN RIDGE SYSTEMS INC.	MACHINERY & EQUIPMENT	1,200.00
SUNBELT RENTALS INC.	RENTAL/LEASE	4,286.31
SUNSET WHITNEY, LLC	DEBT SERVICE PRINCIPAL PAYMENT	527,244.40
SUNSHINE DOWN PRODUCTIONS INC	PROFESSIONAL SERVICES	16,875.00
SUTTER BUTTES FIRE EXTINGUISHER	MAINTENANCE CONTRACTS	6,729.31
SUTTER MEDICAL FOUNDATION	PROFESSIONAL SERVICES	1,800.00
SYMBOL ARTS	UNIFORMS	1,863.69
SYTECH SOLUTIONS	PROFESSIONAL SERVICES	1,600.00
TERRI RUGGERI	INSTRUCTIONAL SERVICES	1,274.00
TESCO CONTROLS INC.	REPAIR & MAINTENANCE	65,250.90
TETRA TECH, INC.	PROFESSIONAL SERVICES	7,147.13
THE GATHERING INN	PROFESSIONAL SERVICES	51,000.00
THE GOODYEAR TIRE & RUBBER COMPANY	PROFESSIONAL SERVICES	6,439.38
THE GUMSHOE GROUP, LLC	RECRUITMENT EXPENSES	1,600.00
THE NOLLER GROUP LLC	INSTRUCTIONAL SERVICES	63.00
THIRD DEGREE COMMUNICATIONS, INC	TRAVEL/TRAINING/MEALS	1,190.00
TIM R. STEVENSON (CIRLCE T MOBILE TRUCK REPAIR)	PROFESSIONAL SERVICES	343.75
TIM SARTAIN	TRAVEL/TRAINING/MEALS	180.00
TIMOTHY D. GLISSMAN (GLISSMAN EXCAVATING)	PROFESSIONAL SERVICES	24,815.00
T-MOBILE USA, INC	PROFESSIONAL SERVICES	125.00
TOWN OF LOOMIS	TRAVEL/TRAINING/MEALS	225.00
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	PROFESSIONAL SERVICES	1,604.77
TRAVIS PISTOCHINI	TRAVEL/TRAINING/MEALS	150.00
TREE PRO TREE SERVICES INC	PROFESSIONAL SERVICES	76,477.53
TRIMM'S BUILDING MATERIALS	REPAIR & MAINTENANCE	3,600.00
TRIPEPI SMITH AND ASSOCIATES, INC	PROFESSIONAL SERVICES	2,840.47
TSI INCORPORATED	PROFESSIONAL SERVICES	2,160.00
TYLER TECHNOLOGIES INC.	PROFESSIONAL SERVICES	11,619.54
U.S. BANK NATIONAL ASSOCIATION	FUEL/OIL	36,581.21
ULINE	PROGRAM SUPPLIES/MATERIALS	349.59
UNION PACIFIC RAILROAD COMPANY	RENTAL/LEASE	1,384.23
UNITED RENTALS	PROGRAM SUPPLIES/MATERIALS	55.20
USPS - HASLER	POSTAGE	8,000.00
VALDEZ PAINTING, INC	FACILITIES REPAIRS AND MAINT	73,020.80
VALLEY ROCK LANDSCAPE MATERIAL	PROGRAM SUPPLIES/MATERIALS	5,861.11
VCA ANIMAL HOSPITALS, INC	PROFESSIONAL SERVICES	959.72
VEALE OUTDOOR ADVERSTISING	RECRUITMENT EXPENSES	2,850.00
VERIZON BUSINESS	COMMUNICATIONS	98.77
VERIZON WIRELESS	NON-CAP. EQUIPMENT	20,183.84
VIRTUAL PM INC.	MAINTENANCE CONTRACTS	3,750.00
VOLLMAR NATURAL LANDS CONSULTING	PROFESSIONAL SERVICES	11,196.75
VORTEX USA INC	PROGRAM SUPPLIES/MATERIALS	1,605.84
V-POWER EQUIPMENT, INC.	PARK REPAIR & MAINT NON-CAP EX	12,151.85

Vendor Name		Total Amount Paid
VULCAN MATERIALS COMPANY	PROGRAM SUPPLIES/MATERIALS	250.06
WALKER'S OFFICE SUPPLIES	GENERAL OFFICE SUPPLIES	1,268.36
WATER WORKS ENGINEERS, LLC	INFRASTRUCTURE	53,366.56
WATERWORKS AQUATIC MANAGEMENT, INC.	PROFESSIONAL SERVICES	2,987.00
WAVE BROADBAND	MAINTENANCE CONTRACTS	69,392.29
WAXIE SANITARY SUPPLY	PROGRAM SUPPLIES/MATERIALS	3,231.11
WAYNE BOYER (MOTOPORT USA)	UNIFORMS	985.81
WENDY SMITH	TRAVEL/TRAINING/MEALS	20.00
WESTERN SYSTEMS, INC	PROGRAM SUPPLIES/MATERIALS	970.79
WHITE CAP SUPPLY HOLDINGS II, LLC	PROGRAM SUPPLIES/MATERIALS	375.49
WHITNEY OAKS GOLF CLUB	UTILITIES	6,285.97
WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES	21,293.70
WILLIAM JESSUP UNIVERSITY	RENTAL/LEASE	1,780.00
WINNER CHEVROLET, INC.	FLEET CAPITAL	145,711.13
WITTMAN ENTERPRISES, LLC	PROFESSIONAL SERVICES	10,272.00
ZACHARY LEWIS	TRAVEL/TRAINING/MEALS	28.01
ZUMAR INDUSTRIES INC.	PROGRAM SUPPLIES/MATERIALS	1,406.74
US BANK	OCTOBER, NOVEMBER, DECEMBER CALCARD	345,958.87
	Total:	$9,081,822.03

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Annual Comprehensive Financial Report and GANN Appropriations Limit Schedule for the Fiscal Year ended June 30, 2023

Date: February 27, 2024

Submitted By: Daniel Choe, Deputy Director of Administrative Services
Angela Doyle, Senior Accountant

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Annual Comprehensive Financial Report and GANN Appropriations Limit Schedule for the Fiscal Year Ended June 30, 2023.

Background:
Rocklin Municipal Code Chapter 2.28 requires an annual audit of all City financial transactions by an independent auditor and the submission of an audit report to the City Council. The California Constitution Article 13B Section 1.5 requires a review of the annual appropriations limit (GANN) as part of an annual financial audit.

The City of Rocklin contracted with Chavan & Associates LLP, a firm of Certified Public Accountants licensed to practice in the State of California, to perform the annual independent audit and prepare the Annual Comprehensive Financial Report (ACFR) (Attachment 2). The following are City financial highlights for the fiscal year ended June 30, 2023, as reported in the ACFR.

Government-Wide Highlights
As of the close of the fiscal year (FY) 2022/23, the assets and deferred outflows of the City exceeded liabilities and deferred inflows by $420.3 million. This net position rose by $13.6 million, or 3.3%, during FY 2022/23 to $420.3 million from $406.8 million.

The City's Government-Wide General Revenues increased by 0.7% from $74.1 million to $74.6 million. General revenues include items such as property tax, sales and use taxes, gas tax, transient occupancy tax, motor vehicle fees, franchise fees, impact fees, investment earnings, and other revenues. For FY 2022/23 property taxes increased by 9% and investment earnings increased by 544%, while sales and use taxes decreased by 8% and impact fees decreased by 71%. Program Revenues were down 32%, or $10.9 million from the prior year.

The City's Government-Wide expenses increased by 20% from $73 million to $87.8 million this fiscal year.

Fund Highlights

General Fund revenues totaled $64 million, while expenditures totaled $68.5 million. Transfers in from other funds totaled $12.7 million, and transfers out totaled $2 million, resulting in a net increase in General Fund fund balance of $6.2 million. This increase in fund balance is primarily attributed to American Rescue Plan funds reimbursing the General Fund for eligible expenses.

Pursuant to the City's Key Management Practices, after calculating the minimum reserve requirements and carryforward amount, year-end net resources resulted in one-time General Fund budgetary resources of approximately $3.1 million.

The auditor's letters to the City Council (Attachments 4 and 5) are required by audit standards, and they convey there were no difficulties encountered performing the audit or disagreements between the auditors and City staff, upcoming accounting pronouncements, and other information relative to the audited financial statements.

Staff recommends the City Council accept the ACFR and GANN Appropriations Limit Schedule for the fiscal year ended June 30, 2023, and the auditor's letters to the City Council for the following reasons:

- An annual audit is required by the Rocklin Municipal Code, and federal and state grant requirements.
- The public accounting firm of Chavan & Associates, LLP has audited the City's FY 2022/23 financial statements and has issued an unqualified ("clean") auditor's opinion that the financial statements are fairly presented in accordance with generally accepted accounting principles, as well as there were no reported material weaknesses or significant deficiencies.
- The auditor's letters to the City Council reflects no significant audit issues or disagreements with management relative to the audit.
- Chavan & Associates, LLP has reviewed the GANN appropriations limit for the fiscal year ended June 30, 2023, per established procedures, and no exceptions were noted.

Fiscal Impact:

There is no direct fiscal impact to the General Fund from adopting this resolution.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - ACFR
3. Resolution Exhibit B - GANN
4. Governance Communication
5. Management Letter

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT
AND GANN APPROPRIATIONS LIMIT SCHEDULE
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

WHEREAS, Chavan & Associates LLP performed an independent financial audit for the City of Rocklin for fiscal year ended June 30, 2023, and prepared the Annual Comprehensive Financial Report (ACFR); and

WHEREAS, Chavan & Associates LLP has issued an unqualified ("clean") auditor's opinion, with no reported material weaknesses or significant deficiencies; and

WHEREAS, Chavan & Associates LLP reviewed the (GANN) appropriations limit for the fiscal year ended June 30, 2023, per established procedures, and no exceptions were noted.

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

Section 1. The Annual Comprehensive Financial Statements and Gann Appropriations Limit Schedule for the fiscal year ended June 30, 2023, attached hereto as Exhibit "A" and Exhibit "B," are accepted.

PASSED AND ADOPTED this 27th day of February 27, 2024, by the following vote:

AYES: Members:

NOES: Members:

ABSENT: Members:

ABSTAIN: Members:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk



ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED JUNE 30, 2023

ROCKLIN
CALIFORNIA

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Annual Comprehensive Financial Report

For the Fiscal Year Ended June 30, 2023

Prepared By:

Administrative Services Department

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ROCKLIN
CALIFORNIA

Vision Statement

To become a city that provides its citizens with exceptional quality of life, while maintaining its small town sense of community.

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ROCKLIN
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INTRODUCTORY SECTION

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CITY OF ROCKLIN
3970 Rocklin Road
Rocklin, California 95677
Telephone (916) 625-5000
Fax (916) 625-5095

February 27, 2024

To the Honorable Mayor, Members of the City Council, and Citizens of Rocklin, California:

We are pleased to present the Annual Comprehensive Financial Report (ACFR) of the City of Rocklin, California (the City), for the fiscal year ending June 30, 2023 as required by Chapter 2.28 of the Rocklin Municipal Code. Although formally submitted to the Mayor and City Council, the ACFR is published to provide financial information to the residents of Rocklin, the investment community, the general public, and other interested parties.

This letter of transmittal is designed to be read with and complement the Management's Discussion and Analysis (MD&A), which reports on the financial highlights of the City and provides additional analysis on the variances and trends reported as part of the financial statements. The MD&A can be found immediately following the independent auditors' report.

Management assumes all responsibility for the completeness and reliability of the information presented in this report. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and presents fairly the respective financial position and changes of the City, as of June 30, 2023.

The City contracted with Chavan & Associates, LLP, a firm of Certified Public Accountants licensed to practice in the State of California, to perform the annual independent audit. The auditors have issued an unmodified ("clean") opinion on the City's financial statements for the year ended June 30, 2023. The independent auditor's report is presented as the first item in the financial section of the report.

PROFILE OF THE CITY

The City of Rocklin was incorporated in 1893. The City is located on Interstate 80 and Highway 65, 20 miles northeast of Sacramento at the base of the Sierra Foothills in Placer County, California. Rocklin encompasses 20 square miles, and as of January, 2023, had a population of 71,179. Rocklin is a preferred location to live, work, visit, and grow business because of its convenient location, excellent schools, and universities, abundant recreational opportunities, and highest commitment to public safety. According to

a recent evaluation by the Insurance Services Office, the City of Rocklin is in the top 4.1 percent of the nation in fire protection. Rocklin is home to Sierra Community College and an accredited private institution of higher education, Jessup University. The City is a safe community with low crime rates, excellent schools, and beautiful parks. The City continues to be a leader in providing excellent services and a high quality of life.

The City, with 270 budgeted full-time employees, provides the following public services: public safety (police and fire), planning and community development, construction and maintenance of streets, storm drains and other infrastructure, parks and recreation, and general administrative services. The City maintains a website at https://www.rocklin.ca.us, which provides online services and extensive information about the City.

The City of Rocklin is a General Law City operating under the City Council/Manager form of government, which vests authority in an elected City Council. The City Council is the City's legislative and policymaking body, responsible for appointing key positions, including the City Manager, City Attorney, City Treasurer, and City Clerk. Additionally, the City Council appoints members to various committees and commissions, such as the Architectural Review Committee, Arts Commission, Board of Appeals, Community Recognition Commission, Investment Advisory Committee, Parks & Recreation Commission, and Planning Commission. The City Manager, appointed by the City Council, oversees the overall administration of the City.

The City Council also acts as the Board of Directors for the Rocklin Public Financing Authority (RPFA). The RPFA was formed as a joint powers authority between the City and the former Rocklin Redevelopment Agency to serve as a financing mechanism for various capital projects. For financial reporting purposes, the RPFA is considered a component unit of the City, and is incorporated within this document. Additional information on this legally separate entity can be found in Note 1 of the notes to the financial statements.

The City has established a Successor Agency, which replaced the former Rocklin Redevelopment Agency, dissolved in 2012. The Successor Agency is not a component unit of the City and is, instead, a separate legal entity overseen by the Placer County Consolidated Oversight Board and the California State Department of Finance. The City's role as the Successor Agency is fiduciary in nature. The Successor Agency is reported as a private-purpose trust fund, which is a fiduciary fund type. Additional information can be found in Note 15 of the notes to the financial statements.

The City prepares an annual budget and submits it to the City Council for review and approval. This budget serves as the foundation of the City's financial planning and control. The City Council appropriates funds to provide public services through the annual budget process. Activities of General, Special Revenue, Debt Service, Capital Project, Custodial, and Internal Service Funds are included in the annual budget. Each year, the City Manager is required to submit a proposed budget to City Council by May 15th. The City Council reviews and may revise the proposed budget in a public workshop. Pursuant to Chapter 3.28 of the Rocklin Municipal Code, the final budget must be presented to and adopted by the City Council by June 30th of each year. A copy of the final budget is available for download on the City's website: https://www.rocklin.ca.us/city-budgets.

The City has established a comprehensive framework of internal controls designed to protect the assets of the government from loss, theft, or misuse. This framework is designed so accurate accounting data is compiled to allow for the preparation of financial statements consistent with Generally Accepted Accounting Principles (GAAP). Internal controls provide reasonable, but not absolute assurance these objectives are met. The concept of reasonable assurance recognizes that the cost of internal controls

should not exceed the benefits and that decisions often require the use of estimates and judgments by management.

ECONOMIC FACTORS AND OUTLOOK

The City of Rocklin continued to demonstrate economic improvement through June 2023. Home sales volume decreased as home purchases became more expensive overall for home buyers, primarily due to the Federal Reserve repeatedly raising interest rates. Although this trend is anticipated to persist through 2024, insufficient supply in the market could lead to acute price declines. Looking ahead into fiscal year 2023/2024, a modest increase in property tax revenue is anticipated, attributed to increased property values. The median home price in June 2023 was $665,000, down from $720,000 in June 2022. The City's population for January 2023 dipped slightly by 0.6 percent from the prior year.

Since hitting a recession low of $5.7 million in fiscal year 2009/2010, sales tax in Rocklin has consistently increased. Many local businesses saw growth, coupled with a surge in online purchases. Looking ahead to fiscal year 2023/2024, a modest increase in sales tax revenue is anticipated, attributed to a slowdown in spending on taxable merchandise. Motor vehicle dealerships, the City's largest business type, are projected to generate less sales tax revenue as available auto inventory increases from historic lows after recent supply chain disruptions and computer chip shortages ease. General retail sales remained stagnant or declined in the state and county pools in 2022/2023, a trend expected to persist into fiscal year 2023/2024. In the preceding fiscal year, the City's sales tax actuals met budgetary expectations, with a projected 4.7 percent increase in sales tax revenue for 2023/2024 compared to the prior year.

LONG TERM FINANCIAL PLANNING

The City consistently planned its budgets with a focus on its long-term needs. This is accomplished through conservative fiscal management practices, financial policies, and the establishment of several funds to direct City revenues to long-term financial needs. These funds include:

Operating Reserves: The City maintains a General Fund operating reserve for the purpose of bridging a gap between projected revenue and expenditures during periods of significant revenue declines and/or expenditure growth and the City has adequate resources in case of emergency or unforeseen events. Pursuant to City Council's adopted policy, the City will maintain an operating reserve equal to 25 percent of the planned budgeted expenditures in the General Fund, excluding capital costs.

Disaster Contingency Reserve: The City maintains an emergency reserve of $1 million. This money is used in the event of a declared emergency, providing financial support for recovery efforts.

Fleet Replacement Fund: The City funds the cost of replacement vehicles and equipment over the asset's useful life. This ensures the systematic replacement of vehicles and equipment to keep the City's vehicular fleet safely and properly operating. As of June 30, 2023, the Fleet Replacement Fund is at $5.8 million, equivalent to 61 percent of the vehicle depreciation cost.

OPEB Trust: In 2014, the City established an irrevocable trust to prefund retiree health and other post-retirement benefit costs and transferred $1 million into the OPEB Trust. As of the June 30, 2022 measurement date, the total OPEB liability is $39.6 million, with a funded status for other post-retirement benefits at 88.3 percent.

Self-Insured Losses Reserve: The City maintains a self-insured losses reserve of $2 million. This money is used for losses not covered under existing insurance programs.

ACKNOWLEDGMENTS

The Administrative Services Department, particularly the Finance Division, takes great pride in the preparation of the ACFR. The professionalism, commitment, and effort of each employee in the Finance Division made this report possible. We also want to thank other employees in the Administrative Services Department and other City departments who contributed to the preparation of this report. We commend the City Council for their interest, support, and exemplary leadership in planning and conducting the financial operations of the City in a responsive and progressive manner.

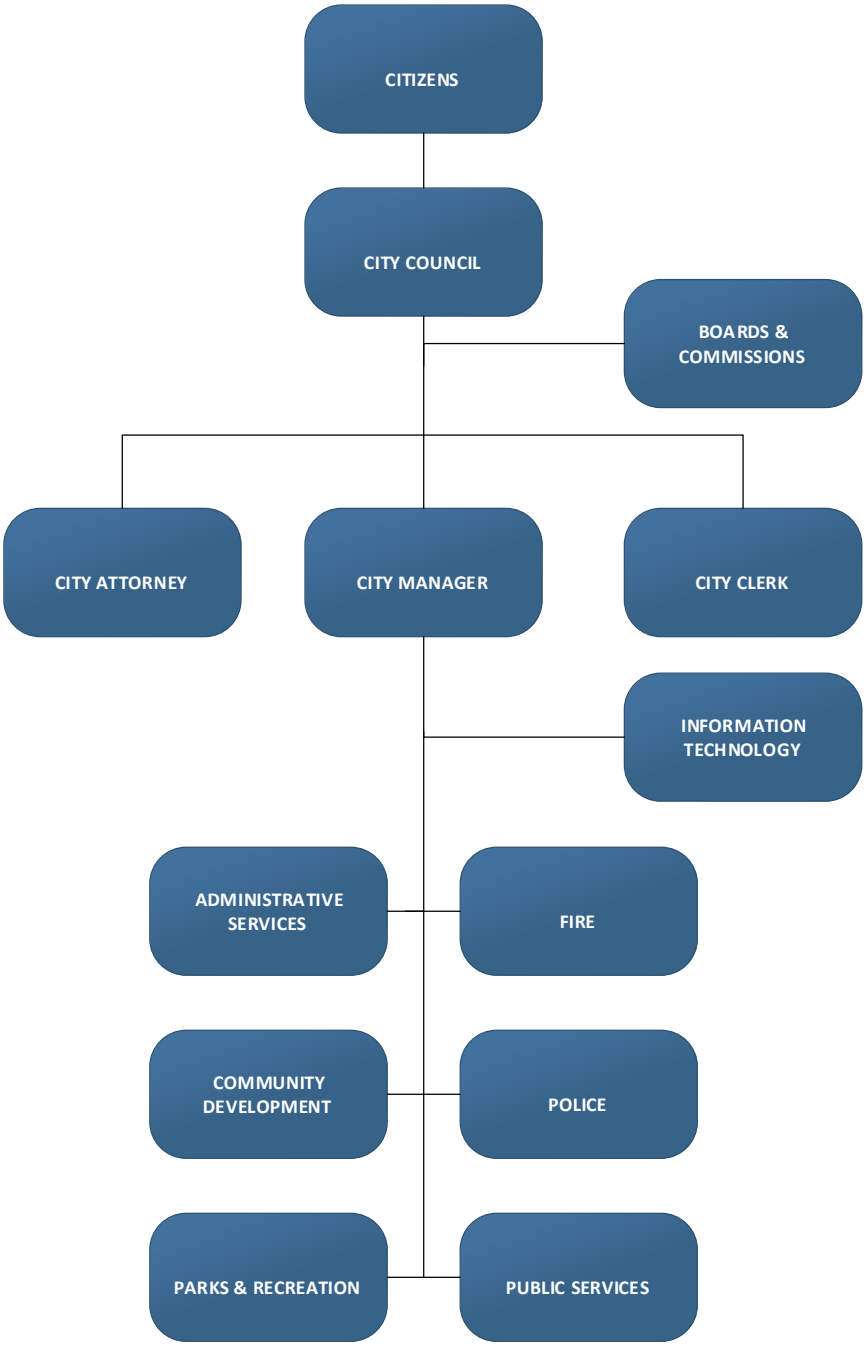
Respectfully submitted,

Aly Zimmermann
City Manager

Tameka Usher
Director of Administrative Services

Daniel Choe
Deputy Director of Administrative Services/
City Treasurer

ROCKLIN
CALIFORNIA



City of Rocklin
Annual Comprehensive Financial Report
Current

Directory of City Officials

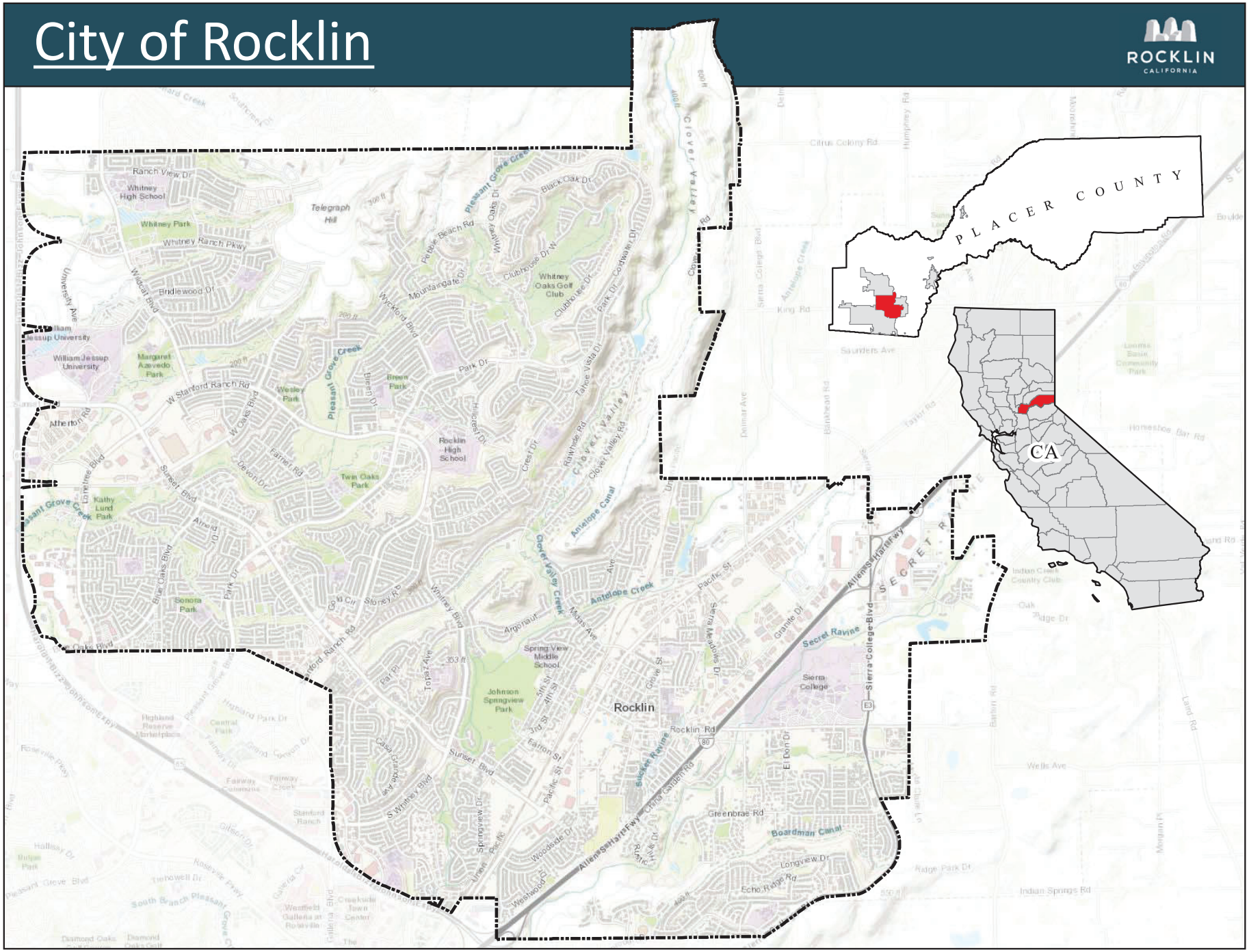
City Council

Name	Term Expires
Greg Janda, Mayor	December 2024
Jill Gayaldo, Vice-Mayor	December 2026
David Bass, Councilmember	December 2024
Ken Broadway, Councilmember	December 2024
Bill Halldin, Councilmember	December 2026

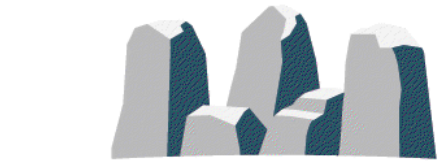
City Officials

Name	Position
Aly Zimmermann	City Manager
Sherri Conway	Assistant City Manager
Daniel Cucchi	Interim City Attorney
Haley Reid	Interim City Clerk
Daniel Choe	City Treasurer

City of Rocklin



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ROCKLIN

CALIFORNIA

FINANCIAL SECTION

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Chavan and Associates, llp
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the
City Council of the City of Rocklin
Rocklin, California

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Rocklin (the "City"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Rocklin, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of a Matter

During the year, the City implemented GASB Statement No. 96, *Subscription-based Information Technology Arrangements* and GASB Statement No. 94, *Public-Private Partnerships and Public-Public Partnerships and Availability Payment Arrangements.* See Note 1 for more information. Our opinion has not been modified regarding this matter.

Responsibilities of Management for the Financial Statements

City management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair

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presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAGAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information,

although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

The City's management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Report on Summarized Comparative Information

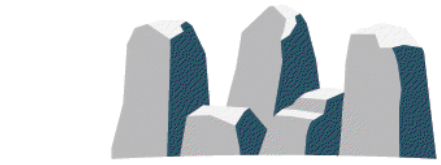
We have previously audited the City's June 30, 2022 financial statements, and we expressed unmodified audit opinions on the respective financial statements in our report dated December 20, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

C & A LLP

November 30, 2023
Morgan Hill, California

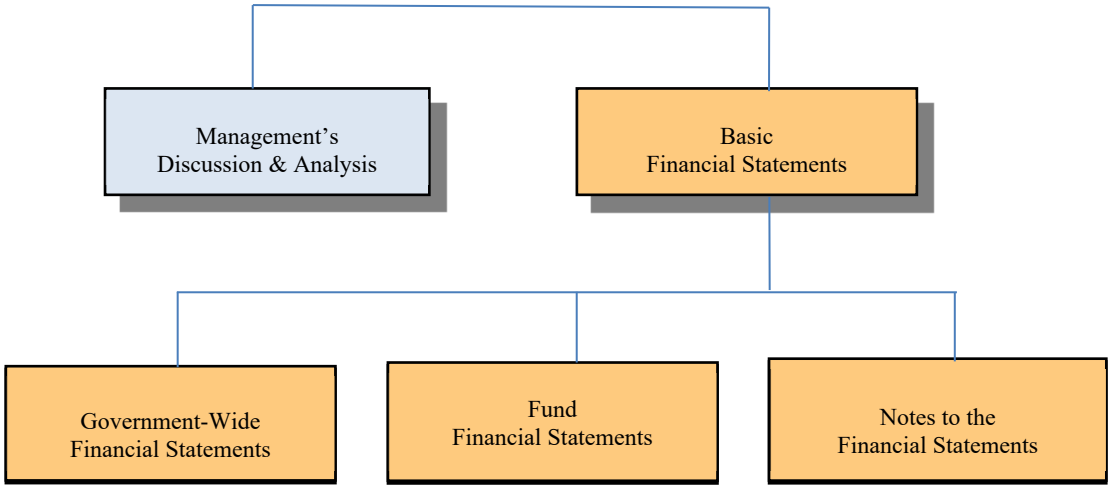


MANAGEMENT'S DISCUSSION AND ANALYSIS

INTRODUCTION

The Management's Discussion and Analysis (MD&A) is a required section of the City's Annual Comprehensive Financial Report, as shown in the overview below. The purpose of the MD&A is to offer readers a narrative overview and analysis of the City's financial activity for the fiscal year ended June 30, 2023. We encourage readers to consider this MD&A in conjunction with the Basic Financial Statements to provide a comprehensive understanding of the City's operations and financial standing.

Required Components of the Annual Comprehensive Financial Report



FINANCIAL HIGHLIGHTS

- **Government-Wide Highlights:**
  As of the close of the fiscal year 2022/2023, the assets and deferred outflows of the City exceeded liabilities and deferred inflows by $420.3 million. This net position rose by $13.6 million, or 3.3%, during fiscal year 2022/2023 to $420.3 million from $406.8 million.

  The City's Government-Wide General Revenues increased by 0.7% from $74.1 million to $74.6 million. General revenues include items such as property tax, sales and use taxes, gas tax, transient occupancy tax, motor vehicle fees, franchise fees, impact fees, investment earnings, and other revenues. For fiscal year 2022/2023 property taxes increased by 9% and investment earnings increased by 544%, while sales and use taxes decreased by 8% and impact fees decreased by 71%. Program Revenues were down 32%, or $10.9 million from the prior year.

  The City's Government-Wide expenses increased by 20% from $73 million to $87.8 million this fiscal year.

- **Fund Highlights:**
  General Fund revenues totaled $64 million, while expenditures totaled $68.5 million. Transfers in from other funds totaled $12.7 million, and transfers out totaled $2 million, resulting in a net increase in General Fund fund balance of $6.2 million. This increase in fund balance is primarily attributed to American Rescue Plan funds reimbursing the General Fund for eligible expenses.

- **Other Highlights:**
  The impact from significantly less than expected earnings in the CalPERS pension pooled investments, during the measurement period included in this fiscal year's financial statements, was an increase to the City's net pension liability of $35 million, from $28.8 million to $63.8 million. Changes in assumptions and expected and actual experience also contributed to the large increase.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The Financial Statements are comprised of Government-Wide (City-wide) Financial Statements, Fund Financial Statements, Notes to the Financial Statements, Required Supplementary Information, and Supplementary Information. The Government-wide and Fund Financial Statements provide the reader with two different perspectives of the City's financial activities and financial position.

The Government-Wide Financial Statements

Government-Wide Financial Statements provide a longer-term view of the City's activities as a whole, and comprise of the *Statement of Net Position* and the *Statement of Activities*.

The *Statement of Net Position* provides information about the financial position of the City, including its capital assets, long-term liabilities, and deferred inflows/outflows of resources on a full accrual basis, similar to that used by corporations. The difference between the total assets and deferred outflows of resources and the total liabilities and deferred inflows of resources is reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *Statement of Activities* provides information about the City's revenues and its expenses, also on a full accrual basis, with the emphasis on measuring net revenues and/or expenses for each of the City's programs. The *Statement of Activities* explains in detail the change in *net position* for the fiscal year. All changes in net position are reported as soon as the event causing the change occurs, regardless of the timing of related cash flows. Therefore, some revenues and expenses reported in this statement are for items that will only result in cash flows for future fiscal periods.

Both the *Statement of Net Position* and the *Statement of Activities* distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities).

Governmental Activities – All of the City's basic services are considered to be governmental activities, including general government, community development, parks and recreation, public safety, and public services. These services are supported by general City revenues, such as taxes, and by specific program revenues, such as development and recreation program fees.

Business-Type Activities – The City does not have any business-type activities.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources segregated for specific activities or objectives. The City, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Fund Financial Statements report the City's operations in more detail than the government-wide statements and focus primarily on the short-term activities of the City's general fund and other major funds. The fund financial statements measure only current revenues and expenditures and fund balances; they exclude capital assets, long-term debt, and other long-term amounts.

Major funds present the major activities of the City for the fiscal year, and may change from year to year as a result of changes in the pattern of the City's activities. Each major fund is individually presented, and all non-major funds are summarized and presented in a single column. Subordinate schedules present the detail of non-major funds. The City's funds are segregated into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds – The City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances available at year-end. Financial statements are prepared on the modified accrual basis, which means they measure only current financial resources and uses. Carrying amounts for capital assets and other long-lived assets, along with long-term liabilities are not presented on the balance sheet in the governmental fund financial statements. Unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. Such information may be useful in evaluating the City's near-term financing requirements. Both the governmental balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*. For fiscal year 2022/2023, the City had seven major funds, 20 non-major special revenue funds, 11 non-major capital projects funds, two non-major permanent funds, and two non-major debt service funds.

Proprietary Funds – The City has and maintains proprietary funds, which include two internal service funds. Internal service funds are used to accumulate and allocate costs internally among the City's various functions. The City uses one internal service fund to account for its fleet operations and one for risk management functions. Because these services predominately benefit only governmental functions, they have been included within *governmental activities* in the government-wide financial statements.

Fiduciary Funds – Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reported in the government-wide financial statements because the resources of these funds are not available to support the City's own programs. The accounting for fiduciary funds is much like that used for business-type activities. For fiscal year 2022/2023, the City had one private-purpose trust fund and eight custodial funds. Private-purpose trust funds are used to account for resources legally held in trust for special purposes. Custodial funds are held by the City in a custodial nature and are accounted for using an economic resource measurement focus.

NOTES TO THE FINANCIAL STATEMENTS

Notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found immediately following the fund financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

In addition to the basic financial statements and accompanying notes, this report presents certain *required supplementary information* including a budgetary comparison for the General Fund and other major funds as presented in the governmental fund financial statements. Information regarding the City's pension liabilities and information regarding the City's progress in funding its obligation to provide OPEB to its employees is included.

SUPPLEMENTARY INFORMATION

The *supplementary information* section of this report includes combining and individual fund statements and schedules designed to provide additional information on non-major governmental funds including special revenue, debt service, capital project funds, proprietary internal service fund information and agency funds. An unaudited statistical section provides historical and current data on financial trends, revenue and debt capacity, demographic and economic information, and operating information.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Assets
In the *Statement of Net Position* schedule shown on the next page, total assets increased by $16 million.

Current and other assets increased by $1.2 million from the prior fiscal year. This increase was attributed to the construction of the Roundabout at Pacific and Rocklin Road. Capital Assets increased by $14.8 million from the prior fiscal year, primarily due to Whitney Ranch Streets Infrastructure in Community Facilities District No. 10 and other developer-constructed Infrastructure accepted by the City.

Deferred Outflows of Resources
In the *Statement of Net Position* schedule shown on the next page, Deferred Outflows of Resources increased by $23.8 million, mainly due to increases from changes in assumptions, projected vs. actual earnings in the plans, and changes in proportions.

Liabilities
In the *Statement of Net Position* schedule shown on the next page, total liabilities increased by $38 million. Noncurrent liabilities increased by $38.7.6 million from the prior fiscal year. This increase is mainly due to the lower-than-expected rate of return on the assets of the pension and OPEB plans. This mostly led to the $35 million increase in the Net Pension Liability, and an $4.4 million increase in the Net OPEB Liability.

Current and other liabilities decreased by $707 thousand from the prior fiscal year, mostly as a result of a decrease in Accounts Payable and Accrued Liabilities.

Deferred Inflows of Resources
In the *Statement of Net Position* schedule shown on the next page, Deferred Inflows of Resources decreased by $11.8 million. This was primarily from lower-than-expected returns on investments in the CalPERS pension plans.

Net Position

In the *Statement of Net Position* schedule shown below, the City's Total Net Position increased $13.6 million. Net position may serve over time as an indicator of the City's financial position. A significant portion of the City's $420.3 million total net position was for net investment in capital assets of $329.4 million, (e.g., land, buildings, general government infrastructure, equipment, and vehicles) net of accumulated depreciation and reduced by any related debt used to acquire or construct those assets. A $15.8 million increase in net investment in capital assets is primarily attributed to the Whitney Ranch Streets Infrastructure in Community Facilities District No. 10 and other developer-constructed infrastructure accepted by the City.

Table 1 - Net Position

	Governmental Activities		Dollar	Percent
	2023	2022	Change	Change
Assets				
Current and other assets	$ 147,044,980	$ 145,873,793	$ 1,171,187	0.80%
Capital assets - net	340,847,057	326,010,958	14,836,099	4.55%
Total Assets	$ 487,892,037	$ 471,884,751	$ 16,007,286	3.39%
Deferred Outflows of Resources	$ 38,199,935	$ 14,366,611	$ 23,833,324	165.89%
Liabilities				
Current and other liabilities	$ 10,758,247	$ 11,465,490	$ (707,243)	-6.17%
Noncurrent liabilities	82,347,443	43,615,538	38,731,905	88.80%
Total Liabilities	$ 93,105,690	$ 55,081,028	$ 38,024,662	69.03%
Deferred Inflows of Resources	$ 12,647,866	$ 24,400,829	$ (11,752,963)	-48.17%
Net Position				
Net investment in capital assets	$ 329,441,747	$ 313,671,890	$ 15,769,857	5.03%
Restricted	36,012,891	40,765,135	(4,752,244)	-11.66%
Unrestricted	54,883,778	52,332,480	2,551,298	4.88%
Total Net Position	$ 420,338,416	$ 406,769,505	$ 13,568,911	3.34%

Governmental Activities

Revenues

In the *Statement of Activities* schedule shown on the next page, total program revenue and total general revenue combined show a decrease of $10.4 million.

Program revenues decreased by $10.9 million from the prior fiscal year, attributed to:

- Charges for services decreased by $1.6 million (14%) due to reductions in impact fees and capital construction fees.
- Operating grants and contributions decreased by $1.8 million (23%), mainly due to a significant influx of federal grants and reimbursements in the prior year for the Covid response and Fire Strike Teams.
- Capital grants and contributions decreased by $7.5 million (49%), primarily due to a prior year contribution of $13 million from Community Facilities District No. 10 of bond proceeds to the City's capital projects fund. This increase is partially offset by current-year developer-constructed infrastructure contributions.

General revenues increased $480 thousand, attributed to:

- Investment earnings rose by $3.6 million (123%), driven by increased interest rates and improved investment management.
- Other revenues decreased by $2.6 million (90%), mainly due to prior-year non-grant reimbursements for the Roundabout at Pacific and Rocklin Road and Adventure Park shortfall account.

Expenses

Total expenses increased by $14.9 million, attributed to:

- General government expenses increased by $7.2 million (71%), primarily due to the disbursement of funds for business and community support from the American Rescue Plan Act.
- Public safety expenses increased by $7.2 million (27%), mainly due to rises in labor and salary expenses.
- Public services expenses decreased by $1.4 million (5%), reflecting a reduction in depreciation expense from the prior year.
- Parks and recreation expenses increased by $733 thousand (11%), mainly due to rises in labor and salary expenses.
- Community development expenses increased by $1.3 million (34%) due to GASB 68 pension adjustments.

Table 2 - Statement of Activities

Functions/Programs	Governmental Activities 2023	Governmental Activities 2022	Dollar Change	Percent Change
Program Revenues				
Charges for services	$ 9,378,356	$ 10,950,688	$ (1,572,332)	-14.36%
Operating grants and contributions	5,844,166	7,627,523	(1,783,357)	-23.38%
Capital grants and contributions	7,822,971	15,325,597	(7,502,626)	-48.95%
Total Program Revenues	23,045,493	33,903,808	(10,858,315)	-32.03%
General Revenues				
Taxes and assessments	71,377,449	71,855,500	(478,051)	-0.67%
Investment earnings	2,904,931	(654,681)	3,559,612	122.54%
Other revenues	293,924	2,895,645	(2,601,721)	-89.85%
Total General Revenues	74,576,304	74,096,464	479,840	0.65%
Expenses				
General government	17,316,721	10,100,380	7,216,341	71.45%
Public safety	33,989,917	26,806,881	7,183,036	26.80%
Public Services	23,913,391	25,268,546	(1,355,155)	-5.36%
Parks and recreation	7,390,432	6,657,032	733,400	11.02%
Community development	5,132,246	3,827,237	1,305,009	34.10%
Interest on fiscal charges	76,403	299,252	(222,849)	-74.47%
Total Expenses	87,819,110	72,959,328	14,859,782	20.37%
Excess (Deficiency) of Revenues over Expenses	9,802,687	35,040,944	(25,238,257)	-72.03%
Special Item - Settlements and Recoveries	3,755,224	-	3,755,224	100.00%
Special Item Gain (Loss) Disposal Capital Assets	11,000	117,859	(106,859)	-90.67%
Increase / (Decrease) in Net Position	13,568,911	35,158,803	(21,589,892)	-61.41%
Net Position, Beginning of Year	406,769,505	371,610,702	35,158,803	9.46%
Net Position, End of Year	$ 420,338,416	$ 406,769,505	$ 13,568,911	3.34%

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

A summary of the changes in fund balance of the Major Funds and Other Governmental Funds is presented below:

Table 3 - Summary of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds

	Major Funds								
	General Fund	Community Facilities District No. 10 Capital Projects	SB325 Sales Tax Fund	Low and Moderate Income Housing Asset Fund	Traffic Circulation Impact Fee Fund	Streets Grants	DOF ARPA Funds	Nonmajor Governmental Funds	Total
Total Revenues	$64,039,994	$ 96,206	$6,338,137	$ 1,606,868	$ 1,480,014	$ 4,861,077	$6,838,730	$ 19,681,958	$ 104,942,984
Total Expenditures	(68,502,179)	(13,096,206)	(3,796,306)	(147,966)	(2,112)	(4,292,929)	-	(14,750,531)	(104,588,229)
Revenues Over (Under) Expenditures	(4,462,185)	(13,000,000)	2,541,831	1,458,902	1,477,902	568,148	6,838,730	4,931,427	354,755
Settlements and Recoveries	-	-	-	-	-	-	-	3,755,224	3,755,224
Transfers In	12,651,314	-	-	-	-	-	-	1,649,753	14,301,067
Transfers Out	(2,007,442)	-	(504,633)	(153,500)	(38,563)	-	(6,838,730)	(5,602,699)	(15,145,567)
Net Change in Fund Balances	6,181,687	(13,000,000)	2,037,198	1,305,402	1,439,339	568,148	-	4,733,705	3,265,479
Beginning of Year	48,038,469	13,000,000	4,631,388	11,835,516	15,979,920	(1,460,266)	-	20,556,060	112,581,087
End of Year	$54,220,156	$ -	$6,668,586	$ 13,140,918	$ 17,419,259	$ (892,118)	$ -	$ 25,289,765	$ 115,846,566

The total Governmental fund balances for fiscal year 2022/2023 were $115.8 million, reflecting a $3.3 million increase, during the year, including Major Funds and Other Governmental Funds.

- The net change in General Fund fund balance increased by $6.2 million. This increase was due to a developer contribution of infrastructure valued at $4.1 million and $6.8 from Transfers In of American Rescue Plan Act funds, partially offset by increased expenditures.
- The Community Facilities District No. 10 Capital Projects Fund net change in fund balance was decrease of $13.0 million. This decrease is the result of the issuance of special tax bonds by the CFD in the prior year, which were expended in the fiscal year 2022/23 to finance the acquisition of public facilities.
- The SB325 Sales Tax Fund's net change in fund balance was a $2.0 million increase due to more Gas Tax revenues than expenditures. Fund balance will be used for the following year's projects.
- The Low- and Moderate-Income Housing Asset Fund net change in fund balance was an increase of $1.3 million. Revenues come from interest collected on loans and expenditures were on programs to assist homeless.
- The Traffic Circulation Impact Fee Fund fund balance increased by $1.4 million due to revenues collected for residential and commercial development impacts. Additionally, the increase in fund balance was due to reduced spending during the year on capital projects. A Traffic Circulation Element Study followed by a Traffic Impact Fee study will determine appropriate project expenditures for the impact fees collected.
- The Streets Grants Fund fund balance increased by $568 thousand. The $892 thousand deficit ending fund balance is due to a timing difference, amounts owed to the Streets Grant Fund were not received within the period of availability.
- The American Rescue Plan Act Fund had no change in fund balance because revenue recognized equals the amount expended on allowable costs.
- Non-major Governmental Fund's fund balances increased by $4.7 million. This was due mainly to receiving a settlement for the impacts of a new Costco.
- The total Governmental fund balances increased by $3.3 million, approximately 2.9% from the prior year amount of $112.6 million to $115.8 million.

CAPITAL ASSETS

The capital assets of the City are those assets which are used in the performance of the City's functions including infrastructure assets. At June 30, 2023, net capital assets of the governmental activities totaled $340.8 million, an increase of $14.8 million. Depreciation on capital assets is recognized in the Government-Wide Financial Statements and totaled $12.1 million. The following table summarizes the City's capital assets at the end of the year:

Table 4 - Capital Assets at Year End - Net

	Governmental Activities		Dollar Change	Percent Change
	2023	2022		
Land	$ 8,338,942	$ 8,338,942	$ -	0.00%
Land improvements	108,402	108,402	-	0.00%
Park land	61,097,079	61,097,079	-	0.00%
Construction in progress	12,116,112	5,011,810	7,104,302	141.75%
Subscription right of use assets	603,131	-	603,131	100.00%
Buildings	11,899,757	12,856,666	(956,909)	-7.44%
Facilities & other improvements	2,941,298	3,252,630	(311,332)	-9.57%
Machinery & equipment	388,072	366,282	21,790	5.95%
Fleet machinery & equipment	6,063,575	6,632,544	(568,969)	-8.58%
Park buildings	1,801,643	1,892,239	(90,596)	-4.79%
Park equipment	24,385	32,109	(7,724)	-24.06%
Park improvements	8,324,808	8,893,419	(568,611)	-6.39%
Infrastructure	227,139,853	217,528,836	9,611,017	4.42%
Total Capital Assets, Net	$ 340,847,057	$ 326,010,958	$ 14,836,099	4.55%

Additional detail and information on capital asset activity is described in Note 7 of this report.

- Construction in progress increased by $7.1 million, driven mainly by the Roundabout at Pacific and Rocklin Road project ($3.7 million), Mountaingate Reconstruction ($1.2 million), Midas Storm Damage Repair ($766 thousand), and other various projects ($1.5 million).
- Subscription right-of-use assets increased by $603 thousand due to the implementation of GASB 96.
- Infrastructure increased by $9.6 million, primarily due to $13 million in newly completed Whitney Ranch projects and $4.1 million in other developer-constructed infrastructure, partially offset by depreciation expense.
- Decreases in other categories were mainly due to recorded depreciation.

DEBT ADMINISTRATION

During the year, Long-Term Debt from governmental activities increased by $38.4 million. The increase was mostly due to the lower-than-expected investment returns in the PERS pension plan assets, which increased the City's proportionate share of the Net Pension Liabilities by a $35 million. The City's net OPEB liability increased by $4.4 million due to the lower-than-expected investment returns earnings during the measurement period. Other decreases included principal payments on outstanding bonds and direct borrowings.

The following table summarizes the City's debt at the end of the year:

Table 5 - Long-Term Debt

	Governmental Activities			
	2023	2022	Dollar Change	Percemt Change
2016 Lease Revenue Bonds	$ 7,875,913	$ 8,188,464	(312,551)	-3.82%
OPUS Bank Loan - RPFA Refunding	1,526,806	2,013,154	(486,348)	-24.16%
Sunset Whitney Recreation Area Note	516,934	1,031,943	(515,009)	-49.91%
Subscription Liabilities	601,247	-	601,247	100.00%
Claims Payable	2,472,627	2,832,930	(360,303)	-12.72%
Net Pension Liability	63,835,601	28,826,839	35,008,762	121.45%
Net OPEB Liability	4,617,846	234,349	4,383,497	1870.50%
Compensated Absences	3,842,280	3,710,102	132,178	3.56%
Total Long-Term Debt	$ 85,289,254	$ 46,837,781	$ 38,451,473	82.09%

Additional detail and information on long-term debt activity is described in Note 8 of this report.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Rocklin Municipal Code requires the City Manager to submit a proposed budget on or before May 15th of each year. The City Council reviews and may revise the proposed budget in a public workshop. The budget is then must be formally adopted by the City Council on or before June 30th of each year. The City Council of the City of Rocklin adopted the fiscal year 2022/2023 budget in June 2022.

Changes from the City's General Fund fiscal year 2022/2023 original budget to the final budget are detailed in the Required Supplementary Information Section, along with a comparison to actual activity for the year ended. Budget amendments must be approved by a resolution of the City Council. The General Fund revenue budget increased by $447 thousand between the original and final budget. The increase in the budgeted revenues was due to a $150,000 increase in the transient occupancy tax revenue as a result of a voter approved rate increase from 8% to 10% in effect for the remainder of the year, $107,000 for a new Adventure Operations Lease agreement, $143,000 for additional recreation events and programs, and $47,000 for new grants. Actual expenses of $68.5 million were $3.3 million less than the final amended budget but $3.9 million more than the original budget due to planned expenses not occurring in fiscal year 2022/2023.

ECONOMIC FACTORS BEARING ON THE CITY'S FUTURE

Looking forward to 2023/2024, the City expects to remain fiscally sound, we forecast the City's revenue outlook to be generally positive, but increased operational costs, eventual slowing of sales tax, and increased labor costs will require prudent monitoring to ensure stability. Factors considered in the development of the fiscal year 2023/2024 budget include:

- Property tax revenues are expected to remain optimistic, growing by 8% from fiscal year 2022/2023. This is due to a combination of rising home values and new home construction.
- Sales tax revenues projected to moderately increase by 5% from the fiscal year 2022/2023 budget due to price increases and sales growth, but this is partially offset by predictions that consumers will spend less on discretionary taxable merchandise.
- Personnel costs are set to increase due to the addition of 6.53 net new positions, contracted labor increases, and pending labor negotiations.

REQUEST FOR FINANCIAL INFORMATION

This financial report is designed to provide a general overview of the City of Rocklin's finances for all of Rocklin's residents, taxpayers, customers, investors, and creditors. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City Clerk, 3970 Rocklin Road, Rocklin, California, 95677.

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BASIC FINANCIAL STATEMENTS

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City of Rocklin
Statement of Net Position
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Governmental Activities	
	2023	2022
ASSETS		
Current Assets:		
Cash and investments	$ 121,859,514	$ 109,242,029
Restricted cash and investments	2,260,219	15,747,056
Receivables - net	12,637,497	9,964,668
Inventory and other assets	55,213	74,326
Total Current Assets	136,812,443	135,028,079
Noncurrent Assets:		
Leases receivable	4,039,063	-
Loans receivable	6,193,474	10,845,714
Capital assets - net	340,847,057	326,010,958
Total Noncurrent Assets	351,079,594	336,856,672
Total Assets	$ 487,892,037	$ 471,884,751
DEFERRED OUTFLOWS OF RESOURCES		
OPEB Adjustments	$ 7,777,719	$ 1,995,693
Pension Adjustments	30,422,216	12,370,918
Total Deferred Outflows of Resources	$ 38,199,935	$ 14,366,611
LIABILITIES		
Current Liabilities:		
Accounts payable and accrued liabilities	$ 6,668,708	$ 7,292,828
Deposits	1,080,620	770,698
Interest payable	61,779	69,000
Other liabilities	5,329	110,721
Claims payable - current portion	145,345	237,446
Compensated absences - current portion	1,779,223	1,698,440
Long-term debt - due within one year	1,017,243	1,286,357
Total Current Liabilities	10,758,247	11,465,490
Noncurrent Liabilities:		
Long-term debt - due after one year	9,503,657	9,947,204
Claims payable	2,327,282	2,595,484
Compensated absences	2,063,057	2,011,662
Net pension liability	63,835,601	28,826,839
Net OPEB liability	4,617,846	234,349
Total Noncurrent Liabilities	82,347,443	43,615,538
Total Liabilities	$ 93,105,690	$ 55,081,028
DEFERRED INFLOWS OF RESOURCES		
Deferred Gain on Early Defeasance of Long-Term Debt	$ 884,410	$ 1,105,513
Leases receivable	4,011,697	-
OPEB Adjustments	3,902,006	4,208,081
Pension Adjustments	3,849,753	19,087,235
Total Deferred Inflows of Resources	$ 12,647,866	$ 24,400,829
NET POSITION		
Net investment in capital assets	$ 329,441,747	$ 313,450,782
Restricted for:		
CFD operations and maintenance	5,108,432	16,825,936
Housing rehabilitation	13,984,526	12,678,861
Settlements	3,756,563	-
Lighting and landscape operations and maintenance	1,558,949	1,488,598
Police services programs	508,617	418,520
Street maintenance and construction	8,222,981	6,685,709
Expendable endowments	17,024	18,923
Nonexpendable endowments	491,455	491,455
Debt service	1,602,383	2,088,254
Other	761,961	68,879
Total restricted	36,012,891	40,765,135
Unrestricted	54,883,778	52,553,588
Total Net Position	$ 420,338,416	$ 406,769,505

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Activities
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Program Revenues: Total	Net (Expense) Revenue and Change in Net Position: 2023	Net (Expense) Revenue and Change in Net Position: 2022
Primary Government:							
Governmental Activities:							
General government	$ 17,316,721	$ 604,579	$ 2,569,099	$ 4,130,600	$ 7,304,278	$ (10,012,443)	$ 3,621,592
Public safety	33,989,917	1,731,051	1,059,523	-	2,790,574	(31,199,343)	(23,847,133)
Public services	23,913,391	142,386	1,560,758	2,817,854	4,520,998	(19,392,393)	(17,392,173)
Parks and recreation	7,390,432	2,215,373	110,360	-	2,325,733	(5,064,699)	(4,923,611)
Community development	5,132,246	4,684,967	544,426	874,517	6,103,910	971,664	3,785,057
Interest and fiscal charges	76,403	-	-	-	-	(76,403)	(299,252)
Total Governmental Activities	$ 87,819,110	$ 9,378,356	$ 5,844,166	$ 7,822,971	$ 23,045,493	(64,773,617)	(39,055,520)
General Revenues and Special Items:							
Taxes:							
Property taxes						23,530,699	21,600,498
Sales and use taxes						20,283,218	22,024,957
Gas tax						7,542,652	7,311,965
Transient occupancy taxes						1,042,949	974,865
Other taxes						15,482,638	14,683,952
Total taxes						67,882,156	66,596,237
Motor vehicle fees						73,456	81,409
Franchise fees						2,615,012	2,443,215
Impact fees						806,825	2,734,639
Investment earnings						2,904,931	(654,681)
Other revenues						293,924	2,895,645
Total General Revenues						74,576,304	74,096,464
Special item - settlements and recoveries						3,755,224	-
Special item - gain (loss) on disposal of capital assets						11,000	117,859
Total General Revenues and Special Items						78,342,528	74,214,323
Change in Net Position						13,568,911	35,158,803
Net Position - Beginning of Year						406,769,505	371,610,702
Net Position - End of Year						$ 420,338,416	$406,769,505

The accompanying notes are an integral part of these financial statements.

MAJOR GOVERNMENTAL FUNDS

Fund Title	Fund Description
General Fund	Primary operating fund of the City: accounts for all activities except those legally or administratively required to be accounted for in other funds.
Community Facilities District No. 10	Accounts for projects related to the respective community facilities district.
SB325 Sales Tax	Accounts for sales tax revenue collected in accordance with Senate Bill 325 to be used for transit services, construction and maintenance of streets.
Low and Moderate Income Housing Asset Special Revenue	Accounts for the housing assets of the former Rocklin Redevelopment Agency transferred to the City of Rocklin as Housing Successor.
Traffic Circulation Impact Fee Capital Projects	Accounts for activities related to traffic congestion management.
Streets Grants	Accounts for funds received as reimbursement or grants related to street capital projects.
American Rescue Plan Act	Accounts for funds received from the American Rescue Plan Act of 2021 to be used to respond to or mitigate COVID-19.

City of Rocklin
Balance Sheet
Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Major Funds			
ASSETS	General Fund	Community Facilities District No. 10 Capital Projects	SB325 Sales Tax	Low and Moderate Income Housing Asset Fund
Cash and investments	$ 50,014,252	$ -	$ 7,024,663	$ 9,087,573
Restricted cash and investments	-	-	-	-
Receivables:				
Taxes	5,223,072	-	-	-
Interest receivable	-	-	-	-
Intergovernmental	126,878	-	1,532	-
Other receivables	968,487	-	-	-
Due from other funds	4,972,104	-	-	-
Prepaid items	3,949	-	119	-
Leases receivable	4,039,063	-	-	-
Loans receivable	33,613	-	-	4,076,077
Total assets	$ 65,381,418	$ -	$ 7,026,314	$ 13,163,650
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES				
Liabilities:				
Accounts payable and accrued liabilities	$ 3,333,271	$ -	$ 317,182	$ 22,732
Deposits	876,619	-	-	-
Due to other funds	-	-	-	-
Unearned revenues	1,165,598	-	40,546	-
Other liabilities	5,329	-	-	-
Compensated absences	1,768,748	-	-	-
Total liabilities	7,149,565	-	357,728	22,732
DEFERRED INFLOWS OF RESOURCES				
Leases receivable	4,011,697	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	4,011,697	-	-	-
Fund Balances:				
Nonspendable:				
Endowments	-	-	-	-
Leases receivable	27,366	-	-	-
Long-term receivables	33,613	-	-	-
Restricted	-	-	6,668,586	13,140,918
Committed	35,198,542	-	-	-
Unassigned (Deficit)	18,960,635	-	-	-
Total fund balances	54,220,156	-	6,668,586	13,140,918
Total liabilities, fund balances and deferred inflows of resources	$ 65,381,418	$ -	$ 7,026,314	$ 13,163,650

The accompanying notes are an integral part of these financial statements.

Continued

City of Rocklin
Balance Sheet
Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Major Funds		
ASSETS	Traffic Circulation Impact Fee Fund	Streets Grants	DOF ARPA Funds
Cash and investments	$ 16,864,289	$ -	$ -
Restricted cash and investments	-	-	-
Receivables:			
Taxes	-	-	-
Interest receivable	-	-	-
Intergovernmental	-	3,823,727	-
Other receivables	-	693,802	-
Due from other funds	-	-	-
Prepaid items	-	-	-
Leases receivable	-	-	-
Loans receivable	1,764,798	-	-
Total assets	$ 18,629,087	$ 4,517,529	$ -
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	$ 805	$ 251,164	$ -
Deposits	204,001	-	-
Due to other funds	-	4,266,366	-
Unearned revenues	-	892,117	-
Other liabilities	-	-	-
Compensated absences	-	-	-
Total liabilities	204,806	5,409,647	-
DEFERRED INFLOWS OF RESOURCES			
Leases receivable	-	-	-
Unavailable revenue	1,005,022	-	-
Total deferred inflows of resources	1,005,022	-	-
Fund Balances:			
Nonspendable:			
Endowments	-	-	-
Leases receivable	-	-	-
Long-term receivables	-	-	-
Restricted	759,776	-	-
Committed	16,659,483	-	-
Unassigned (Deficit)	-	(892,118)	-
Total fund balances	17,419,259	(892,118)	-
Total liabilities, fund balances and deferred inflows of resources	$ 18,629,087	$ 4,517,529	$ -

The accompanying notes are an integral part of these financial statements.

Continued

City of Rocklin
Balance Sheet
Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Nonmajor Governmental Funds	Total Governmental Funds	
ASSETS		2023	2022
Cash and investments	$ 25,148,325	$ 108,139,102	$ 97,204,110
Restricted cash and investments	2,260,219	2,260,219	15,747,056
Receivables:			
Taxes	718,763	5,941,835	5,897,193
Interest receivable	-	-	32,412
Intergovernmental	1,079,787	5,031,924	2,489,406
Other receivables	1,449	1,663,738	1,545,338
Due from other funds	-	4,972,104	2,040,220
Prepaid items	578	4,646	26,720
Leases receivable	-	4,039,063	-
Loans receivable	318,986	6,193,474	10,845,714
Total assets	$ 29,528,107	$ 138,246,105	$ 135,828,169
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	$ 2,672,769	$ 6,597,923	$ 7,206,514
Deposits	-	1,080,620	770,698
Due to other funds	705,738	4,972,104	2,040,220
Unearned revenues	277,964	2,376,225	7,907,473
Other liabilities	-	5,329	110,721
Compensated absences	-	1,768,748	1,684,757
Total liabilities	3,656,471	16,800,949	19,720,383
DEFERRED INFLOWS OF RESOURCES			
Leases receivable	-	4,011,697	-
Unavailable revenue	581,871	1,586,893	3,526,699
Total deferred inflows of resources	581,871	5,598,590	3,526,699
Fund Balances:			
Nonspendable:			
Endowments	491,455	491,455	491,455
Leases receivable	-	27,366	-
Long-term receivables	-	33,613	54,901
Restricted	14,952,156	35,521,436	40,273,680
Committed	10,558,669	62,416,694	52,396,421
Unassigned (Deficit)	(712,515)	17,356,002	19,364,630
Total fund balances	25,289,765	115,846,566	112,581,087
Total liabilities, fund balances and deferred inflows of resources	$ 29,528,107	$ 138,246,105	$ 135,828,169

The accompanying notes are an integral part of these financial statements.

Concluded

City of Rocklin
Reconciliation of the Government Funds Balance Sheet to the Government-Wide Statement of Net Position
June 30, 2023

Total Fund Balances - Total Governmental Funds	$ 115,846,566
Amounts reported for governmental activities in the Statement of Net Position were different because:	
Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet. The capital assets were adjusted as follows:	
Capital assets	597,605,594
Less: accumulated depreciation	(262,822,112)
Total Capital Assets	334,783,482
Interest payable on long-term debt did not require current financial resources. Therefore, interest payable was not reported as a liability in Governmental Funds Balance Sheet.	(61,779)
Internal service funds are used by management to charge the costs of vehicle maintenance and various insurance costs to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position.	17,279,434
Benefit plan adjustments from timing differences, including contributions made to benefit plans that reduce the net benefit liability in the next fiscal year, the impact from changes in proportionate shares on beginning balances, and differences between projected and actual earnings on plan investments, have been reported as deferred outflows of resources.	38,199,935
Benefit plan adjustments from timing differences, including changes in assumptions, differences between expected and actual experiences, changes in proportionate shares related to contributions and differences between projected and actual earnings on plan investments, have been reported as deferred inflows of resources.	(7,751,759)
Certain revenues were recorded as deferred inflows of resources in the governmental funds because they did not meet the revenue recognition criteria of availability. However, they were previously included as revenue in the Government-Wide Statement of Activities under the full accrual basis.	1,586,893
Liabilities were reported for certain revenues that were not available to pay current period expenditures and were reported as unearned in the fund statements.	2,376,225
Long-term debt defeasances are reported in the funds as other financing uses based on cash payments related to the repayment of debt. However, the difference between the refunded debt and the refunding debt is reported as a deferred gain or loss in the government-wide statement of net position.	(884,410)
Long-term obligations were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds Balance Sheet. The long-term liabilities were adjusted as follows:	
Long-term debt	(10,520,900)
Compensated absences	(2,061,824)
Net pension liability	(63,835,601)
Net OPEB liability	(4,617,846)
Total Long-Term Obligations	(81,036,171)
Net Position of Governmental Activities	$ 420,338,416

The accompanying notes are an integral part of these financial statements.

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Major Funds			
	General Fund	Community Facilities District No. 10 Capital Projects	SB325 Sales Tax	Low and Moderate Income Housing Asset Fund
REVENUES				
Taxes and assessments	$ 48,498,630	$ -	$ 5,586,487	$ -
Licenses and permits	3,378,389	-	-	-
Fines and forfeitures	195,898	-	-	-
Intergovernmental	920,203	-	668,251	-
Charges for services	2,337,942	-	-	-
Use of money and property	1,731,137	87,968	83,399	1,606,868
Contributions and donations	6,420,533	-	-	-
Other revenues	557,262	8,238	-	-
Total Revenues	64,039,994	96,206	6,338,137	1,606,868
EXPENDITURES				
Current:				
General government	17,178,373	-	28,766	-
Public safety	32,367,589	-	-	-
Public services	3,585,599	-	2,347,637	-
Parks and recreation	4,911,681	-	-	-
Community development	4,502,655	-	71	147,966
Capital outlay	5,938,387	13,096,206	1,419,832	-
Debt service:				
Principal	8,403	-	-	-
Interest and fiscal charges	9,492	-	-	-
Total Expenditures	68,502,179	13,096,206	3,796,306	147,966
Excess (Deficiency) of Revenues over Expenditures	(4,462,185)	(13,000,000)	2,541,831	1,458,902
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	12,651,314	-	-	-
Transfers out	(2,007,442)	-	(504,633)	(153,500)
Total Other Financing Sources (Uses)	10,643,872	-	(504,633)	(153,500)
Net Change in Fund Balances	6,181,687	(13,000,000)	2,037,198	1,305,402
Fund Balances Beginning	48,038,469	13,000,000	4,631,388	11,835,516
Fund Balances Ending	$ 54,220,156	$ -	$ 6,668,586	$ 13,140,918

The accompanying notes are an integral part of these financial statements.

Continued

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Major Funds		
	Traffic Circulation Impact Fee Fund	Streets Grants	DOF ARPA Funds
REVENUES			
Taxes and assessments	$ 675,895	$ -	$ -
Licenses and permits	-	-	-
Fines and forfeitures	-	-	-
Intergovernmental	502,511	4,861,077	6,838,730
Charges for services	-	-	-
Use of money and property	301,608	-	-
Contributions and donations	-	-	-
Other revenues	-	-	-
Total Revenues	1,480,014	4,861,077	6,838,730
EXPENDITURES			
Current:			
General government	-	-	-
Public safety	-	-	-
Public services	-	-	-
Parks and recreation	-	-	-
Community development	1,307	-	-
Capital outlay	805	4,292,929	-
Debt service:			
Principal	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	2,112	4,292,929	-
Excess (Deficiency) of Revenues over Expenditures	1,477,902	568,148	6,838,730
OTHER FINANCING SOURCES (USES)			
Settlements and recoveries	-	-	-
Transfers in	-	-	-
Transfers out	(38,563)	-	(6,838,730)
Total Other Financing Sources (Uses)	(38,563)	-	(6,838,730)
Net Change in Fund Balances	1,439,339	568,148	-
Fund Balances Beginning	15,979,920	(1,460,266)	-
Fund Balances Ending	$ 17,419,259	$ (892,118)	$ -

The accompanying notes are an integral part of these financial statements.

Continued

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Nonmajor Governmental Funds	Total Governmental Funds	
		2023	2022
REVENUES			
Taxes and assessments	$ 16,920,016	$ 71,681,028	$ 71,341,177
Licenses and permits	35,611	3,414,000	4,627,174
Fines and forfeitures	101,111	297,009	366,458
Intergovernmental	1,258,537	15,049,309	5,538,565
Charges for services	113,022	2,450,964	2,875,150
Use of money and property	369,766	4,180,746	540,780
Contributions and donations	883,895	7,304,428	14,752,919
Other revenues	-	565,500	3,020,547
Total Revenues	19,681,958	104,942,984	103,062,770
EXPENDITURES			
Current:			
General government	225,260	17,432,399	11,024,751
Public safety	405,651	32,773,240	30,773,624
Public services	8,150,672	14,083,908	13,503,446
Parks and recreation	2,412,253	7,323,934	6,679,151
Community development	381,263	5,033,262	4,582,399
Capital outlay	1,566,289	26,314,448	7,246,514
Debt service:			
Principal	1,286,357	1,294,760	1,326,650
Interest and fiscal charges	322,786	332,278	339,802
Total Expenditures	14,750,531	104,588,229	75,476,337
Excess (Deficiency) of Revenues over Expenditures	4,931,427	354,755	27,586,433
OTHER FINANCING SOURCES (USES)			
Settlements and recoveries	3,755,224	3,755,224	-
Transfers in	1,649,753	14,301,067	5,942,031
Transfers out	(5,602,699)	(15,145,567)	(5,893,731)
Total Other Financing Sources (Uses)	(197,722)	2,910,724	48,300
Net Change in Fund Balances	4,733,705	3,265,479	27,634,733
Fund Balances Beginning	20,556,060	112,581,087	84,946,354
Fund Balances Ending	$ 25,289,765	$ 115,846,566	$ 112,581,087

The accompanying notes are an integral part of these financial statements.

Concluded

City of Rocklin

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Government-Wide Statement of Activities

For the Year Ended June 30, 2023

Net Change in Fund Balances - Total Governmental Funds	$	3,265,479
Amounts reported for governmental activities in the Statement of Activities were different because:		
Governmental Funds report capital outlay as expenditures. However, in the Government-Wide Statement of Activities, the cost of those assets was allocated over their estimated useful lives as depreciation expense.		
Capital outlay		25,911,854
Depreciation expense		(11,116,436)
Internal service funds are used by management to charge the costs of vehicle maintenance, and various insurance costs to individual funds. The net revenue or (excess expenses) of the internal service funds is reported with government activities.		1,495,028
Certain revenues were not recorded or recorded as unearned revenue in the governmental funds because they did not meet the revenue recognition criteria of availability. However, they were included as revenue in the Government-Wide Statement of Activities under the full accrual basis.		(5,531,248)
Certain revenues were recorded as deferred inflows of resources in the governmental funds because they did not meet the revenue recognition criteria of availability. However, they were included as revenue in the Government-Wide Statement of Activities under the full accrual basis.		(1,939,806)
Long-term compensated absences and claims payables were reported in the Government-Wide Statement of Activities, but they did not require the use of current financial resources and were not reported as expenditures in governmental funds.		
Compensated absences		(51,217)
In governmental funds, actual contributions to pension plans are reported as expenditures in the year incurred. However, in the Government-Wide Statement of Activities, only the current year pension expense as noted in the plans' valuation reports is reported as an expense, as adjusted for deferred inflows and outflows of resources.		(1,719,982)
Repayment of long-term debt was an expenditure in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.		1,543,414
Certain expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in the fund statements as follows:		
Other postemployment benefits adjustments and deferrals		1,704,604
Interest expense on long-term debt was reported in the Government-Wide Statement of Activities, but it did not require the use of current financial resources. Therefore, interest expense was not reported as expenditures in governmental funds. The following amount represented the net change in accrued interest from prior year.		7,221
Change in Net Position of Governmental Activities	$	13,568,911

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Net Position
Internal Service Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Totals	
	2023	2022
ASSETS		
Current assets:		
Cash and investments	$ 13,720,412	$ 12,037,919
Accounts receivable	-	319
Inventory and other	50,567	47,606
Total current assets	13,770,979	12,085,844
Non-current assets:		
Capital assets - net	6,063,575	6,632,544
Total non-current assets	6,063,575	6,632,544
Total assets	$ 19,834,554	$ 18,718,388
LIABILITIES		
Current liabilities:		
Accounts payable and accrued liabilities	$ 70,785	$ 86,314
Claims payable	145,345	237,446
Compensated absences - current portion	10,475	13,683
Total current liabilities	226,605	337,443
Non-current liabilities:		
Claims payable	2,327,282	2,595,484
Compensated absences	1,233	1,055
Total non-current liabilities	2,328,515	2,596,539
Total liabilities	$ 2,555,120	$ 2,933,982
NET POSITION		
Net Investment in capital assets	$ 6,063,575	$ 6,632,544
Unrestricted	11,215,859	9,151,862
Total net position	$ 17,279,434	$ 15,784,406

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Revenues, Expenses and Changes in Fund Net Position
Internal Service Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Totals	
	2023	2022
OPERATING REVENUES		
Charges for services	$ 5,911,674	$ 5,875,186
Intergovernmental	2,804	128,166
Other revenue	11,047	26,598
Total operating revenues	5,925,525	6,029,950
OPERATING EXPENSES		
Salaries and benefits	2,266,381	2,819,760
Services and supplies	2,554,476	2,322,174
Depreciation	1,003,751	957,993
Total operating expenses	5,824,608	6,099,927
Operating income (loss)	100,917	(69,977)
NONOPERATING REVENUES (EXPENSES)		
Gain (loss) on sale of assets	11,000	117,860
Investment earnings	136,016	16,126
Total nonoperating revenues (expenses)	147,016	133,986
Income (loss) before operating transfers	247,933	64,009
Transfers in	898,000	-
Transfers out	(53,500)	(48,300)
Income (loss) before capital contributions	1,092,433	15,709
Capital contributions	402,595	1,770,472
Change in net position	1,495,028	1,786,181
Total net position - beginning	15,784,406	13,998,225
Total net position - ending	$ 17,279,434	$ 15,784,406

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Totals	
	2023	2022
Cash flows from operating activities:		
Receipts from interfund services provided	$ 5,911,993	$ 5,890,417
Other receipts	13,851	154,764
Payments to suppliers for goods and services	(2,927,388)	(1,660,227)
Payments to employees for services	(2,275,292)	(2,819,838)
Net cash provided (used) by operating activities	723,164	1,565,116
Cash flows from noncapital financing activities:		
Interfund transactions	844,500	(48,300)
Net cash provided (used) by noncapital financing activities	844,500	(48,300)
Cash flows from capital financing activities:		
Purchases (sales) of capital assets - net	(423,782)	(1,885,695)
Proceeds from capital contributions	402,595	1,770,472
Net cash provided (used) by capital financing activities	(21,187)	(115,223)
Cash flows from investing activities:		
Investment income received	136,016	16,126
Net cash provided (used) by investing activities	136,016	16,126
Net increase (decrease) in cash and cash equivalents	1,682,493	1,417,719
Cash and cash equivalents - beginning	12,037,919	10,620,200
Cash and cash equivalents - ending	$ 13,720,412	$ 12,037,919
Reconciliation of operating income to net cash provided (used) by operating activities:		
Operating income (loss)	$ 100,917	$ (69,977)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation	1,003,751	957,993
Change in operating assets and liabilities:		
Accounts receivable	319	15,231
Inventory	(2,961)	(3,589)
Accounts payable and accrued liabilities	(15,529)	(12,384)
Claims payable	(360,303)	681,068
Compensated absences	(3,030)	(3,226)
Net cash provided (used) by operating activities	$ 723,164	$ 1,565,116

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2023

	Successor Agency Private-Purpose Trust Funds	Custodial Funds	Total Fiduciary Funds
ASSETS			
Current assets:			
Cash and investments	$ 1,226,092	$ 4,839,666	$ 6,065,758
Cash and investment with trustee/fiscal agent	559	4,083,337	4,083,896
Accounts receivable	-	82,637	82,637
Total current assets	1,226,651	9,005,640	10,232,291
Non-current assets:			
Land	480,576	-	480,576
Total assets	$ 1,707,227	$ 9,005,640	$ 10,712,867
LIABILITIES			
Current liabilities:			
Unearned revenues	$ 469,565	$ -	$ 469,565
Interest payable	253,075	-	253,075
Due within one year	895,390	-	895,390
Total current liabilities	1,618,030	-	1,618,030
Noncurrent liabilities:			
Bonds payable - net	16,785,466	-	16,785,466
Total liabilities	$ 18,403,496	$ -	$ 18,403,496
NET POSITION			
Held in trust for Redevelopment Dissolution	$ (16,696,269)	$ -	$ (16,696,269)
Restricted for individuals, organizations and other governments	-	9,005,640	9,005,640
Total Net Position	$ (16,696,269)	$ 9,005,640	$ (7,690,629)

The accompanying notes are an integral part of these financial statements.

City of Rocklin
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2023

	Successor Agency Private-Purpose Trust Funds	Custodial Funds	Total Fiduciary Funds
ADDITIONS			
Property taxes	$ 999,524	$ -	$ 999,524
Tax assessments	-	4,396,190	4,396,190
Investment earnings	9,031	193,452	202,483
Other revenue	-	14,065	14,065
Total additions	1,008,555	4,603,707	5,612,262
DEDUCTIONS			
Professional services	5,200	107,700	112,900
Program supplies and materials	-	6,683	6,683
Fees and charges	60,000	43,171	103,171
Repairs and maintenance	1,600	-	1,600
Debt service principal	-	2,978,677	2,978,677
Debt service interest	660,085	2,293,035	2,953,120
Transfer to City funds	-	8,238	8,238
Total deductions	726,885	5,437,504	6,164,389
Change in net position	281,670	(833,797)	(552,127)
Total net position - beginning	(16,977,939)	9,839,437	(7,138,502)
Total net position - ending	$ (16,696,269)	$ 9,005,640	$ (7,690,629)

The accompanying notes are an integral part of these financial statements.



NOTES TO FINANCIAL STATEMENTS

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Rocklin (City) was incorporated in 1893 under the laws and regulations of the State of California (State). The City operates under a City Council/Manager form of government and provides the following services: general government, community development, public safety, parks and recreation, and public services.

The basic financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

A. Financial Reporting Entity

The City operates as a self-governing local government unit within the State. It has limited authority to levy taxes and has the authority to determine user fees for the services that it provides. The City's main funding sources include property taxes, sales taxes, other intergovernmental revenue from state and federal sources, user fees, and federal and state financial assistance.

The financial reporting entity consists of (a) the primary government, the City, (b) organizations for which the primary government is financially accountable, and (c) other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Financial accountability is defined as the appointment of a voting majority of the component unit's board, and either (a) the City has the ability to impose its will on the organization, or (b) there is a potential for the organization to provide a financial benefit to or impose a financial burden on the City.

As required by GAAP, these financial statements present the government and its component unit, an entity for which the government is considered to be financially accountable. This component unit is reported on a blended basis. A blended component unit, although a legally separate entity, is, in substance, part of the government's operations and so data from this unit is combined with data of the primary government. The financial statement of the individual component unit, if applicable as indicated below, may be obtained from the City of Rocklin website.

The City's reporting entity includes the following blended component unit:

Rocklin Public Financing Authority
The Rocklin Public Financing Authority (Authority) was formed on December 13, 1994, as a joint powers authority between the City and the former Redevelopment Agency to serve as a financing mechanism for various capital projects. Upon the dissolution of the Rocklin Redevelopment Agency on February 1, 2012, the City appointed itself successor agency governed by an oversight board consisting of members from all taxing authorities in the redevelopment area to wind up all redevelopment activities, which consisted primarily of debt. Because of the limited authority of the successor, their membership in the Authority is also limited as the successor cannot obligate the Authority or issue new debt on its own. The City Council acts as the governing board in a concurrent session. The Authority provides services solely for the benefit of the City and is presented in the governmental activities in the fund financial statements as a blended component unit.

B. Basis of Presentation, Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The City's government-wide financial statements include a *Statement of Net Position* and a *Statement of Activities*. These statements present summaries of governmental activities for the City. Fiduciary activities of the City are not included in these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. The City did not have any business-type activities during the year.

These statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets, deferred outflows of resources, liabilities, deferred inflows of resources (including capital assets, as well as infrastructure assets, and long-term liabilities), are included in the accompanying *Statement of Net Position*. The *Statement of Activities* presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those clearly identifiable with a specific function or segment. In conformity with the City's indirect cost allocation plan, certain indirect costs are included in the program expense reported for individual functions and activities.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the fiduciary funds are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

Certain eliminations have been made as prescribed by GASB Statement No. 34 in regards to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated. The following interfund activities have been eliminated:

- Transfers in/Transfers out
- Internal Service Fund charges

Fund Financial Statements

Governmental Funds

Governmental fund financial statements include a *Balance Sheet* and a *Statement of Revenues, Expenditures and Changes in Fund Balances* for all major governmental funds and non-major funds aggregated. An accompanying schedule is provided to reconcile and explain the differences in fund balances in these statements to the net position presented in the government-wide financial statements. The City has presented all major funds that met the applicable criteria.

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are included on the balance sheets. The *Statement of Revenues, Expenditures and Changes in Fund Balances* present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (up to 60 days after year-end) are recognized when due. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property tax, sales tax, special assessments, intergovernmental revenues, other taxes, interest revenue, rental revenue and certain charges for services. Fines, forfeitures, licenses and permits are not susceptible to accrual because they are usually not measurable until received in cash. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Unearned revenues arise when potential revenues do not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when the government receives resources before it has a legal claim to them, as when grant monies are received prior to incurring qualifying expenditures. In subsequent periods when both revenue recognition criteria are met or when the government has a legal claim to the resources, the unearned revenue is removed from the combined balance sheet and revenue is recognized.

The following funds are major funds:

General Fund
The General Fund is used to account for resources traditionally associated with the City, which are not required legally or by sound financial management to be accounted for in another fund. The General Fund pays for the City's general operating expenditures, the fixed charges, and the capital costs that are not paid through other funds. The General Fund is a combination of other funds, which include, Quarry Park Amphitheater, Quarry Park Adventures Reserve, Streets Maintenance Reserve, Economic Development Reserve, Technology Fee, Retirees Health, Boroski Landfill Monitoring, ADA, and Parks Maintenance Reserve.

Community Facilities District No. 10
This fund was established to account for capital projects related to Community Facilities District No. 10 that was formed in 2005 to issue bonds for the construction of transportation, wastewater system, drainage, and landscaping facilities and other public improvements for development within the Whitney Ranch District.

Low and Moderate Income Housing Asset Fund
This special revenue fund accounts for the administration and operation of the City's low and moderate income housing program of the former Rocklin Redevelopment Agency transferred to the City of Rocklin as the Housing Successor.

Traffic Circulation Impact Fee Capital Projects Fund
This capital projects fund accounts for activities related to congestion management and traffic relief.

SB325 Sales Tax Fund
This fund accounts for sales tax revenue collected in accordance with Senate Bill 325 to be used for transit services, construction and maintenance of streets.

Streets Grants Fund
This fund accounts for funds received as reimbursement or grants related to street capital projects.

American Rescue Plan Act Fund
This fund accounts for funds received from the American Rescue Plan Act of 2021 to be used to respond to or mitigate COVID-19.

Additionally, the City reports the following nonmajor fund types of governmental funds:

Special Revenue Funds
Special revenue funds account for and report the proceeds of specific revenue sources that are restricted, committed or assigned to specific purposes other than debt service or capital projects.

Capital Project Funds
Capital project funds account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets in governmental funds.

Debt Service Funds
Debt service funds account for the accumulation of resources for, and payment on, long-term obligation debt principal and interest.

Permanent Funds
Permanent funds account for and report financial resources for the principal corpus of endowments where only the investment earnings can be spent on specified purposes.

Proprietary Funds

In the fund financial statements, proprietary funds are presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, proprietary funds are presented using the "economic resources measurement focus". This means all assets, deferred outflows of resources, liabilities (whether current or noncurrent) and deferred inflows of resources associated with their activities are included on their balance sheets. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with principal activity of the fund. Exchange transactions are those in which each party receives

and gives up essentially equal value. Non-operating revenues, such as subsidies, taxes, and investment earnings result from nonexchange transactions or ancillary activities.

The City's internal service funds are proprietary funds. Internal service funds account for charges to City departments for services provided, on a cost reimbursement basis. Amounts paid to acquire capital assets are capitalized as assets in the internal service funds financial statements.

Fleet Management Internal Service Fund
The Fleet Management Internal Service Fund is used to account for the financing of the City's fleet services provided by one City department to other departments on a cost-reimbursement basis. The Fleet Management Internal Service Fund balances and activities have been combined with governmental activities in the government-wide financial statements.

Risk Management Internal Service Fund
The Risk Management Internal Service Fund is used to account for and finance the risk management functions for the City. This includes: general liability, workers compensation, property damage, dental, vision, and other insurance expenditures and also holds resources for Self-Insured Losses and Disaster Contingency. The Risk Management Internal Service Fund balances and activities have been combined with governmental activities in the government-wide financial statements.

Fiduciary Funds

Private Purpose Trust Funds
Private Purpose Trust Funds account for resources held for other individuals and entities in a manner similar to private enterprise.

Custodial Funds
Custodial Funds are used to account for assets held by the City in a trustee capacity or as a custodian for individuals, private organizations, other governments and/or other funds. Custodial funds are used to report fiduciary activities that are not required to be reported in pension (and other employee benefits) trust funds, investment trust funds, or private-purpose trust funds. Custodial funds are accounted for using an economic resource measurement focus and require a resource flow statement.

C. Cash Deposits and Investments

The City pools its available cash for investment purposes. The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. Cash and cash equivalents are combined with investments and displayed as Cash and Investments.

Deposit and Investment Risk Disclosures - In accordance with GASB Statement No. 40, *Deposit and Investment Disclosures* (Amendment of GASB Statement No. 3), certain disclosures are required for Deposit and Investment Risks in the following areas, if applicable:

- Interest Rate Risk
- Credit Risk
  - Overall
  - Custodial Credit Risk
  - Concentrations of Credit Risk
- Foreign Currency Risk

Other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures.

The City participates in the Local Agency Investment Fund (LAIF), an investment pool for local governments and special districts managed by the State of California. Under Federal Law, the State of California cannot declare bankruptcy; therefore, deposits in LAIF shall not be subject to either of the following: (a) transfer or loan pursuant to Government Code Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency.

The City participates in the Placer County Treasurers Investment Portfolio, an investment pool for local governments, school districts, and special districts in Placer County. Investments are made in accordance with Government Code Section 27000.5, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objective of the county treasurer is to safeguard the principal of the funds under his or her control. The secondary objective is to meet the liquidity needs of the depositor. The third objective is to achieve a return on the funds under his or her control."

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. In determining this amount, three valuation techniques are available:

- Market approach - This approach uses prices generated for identical or similar assets or liabilities. The most common example is an investment in a public security traded in an active exchange such as the New York Stock Exchange.
- Cost approach - This technique determines the amount required to replace the current asset. This approach may be ideal for valuing donations of capital assets or historical treasures.
- Income approach - This approach converts future amounts (such as cash flows) into a current discounted amount.

Each of these valuation techniques requires inputs to calculate a fair value. Observable inputs have been maximized in fair value measures, and unobservable inputs have been minimized.

D. Interfund Receivables and Payables

Items classified as interfund receivables/payables are referred to as "advances to/advances from other funds" or as "due to/from other funds". Due to/from other funds include short-term lending/borrowing transactions between funds. This classification also includes the current portion of an advance to or from another fund. Advances to/advances from other funds represents non-current portions of any long-term lending/borrowing transactions between funds. This amount will be equally offset by a reserve of fund balance, which indicates that it does not represent available financial resources, and is not available for appropriation.

E. Receivables

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Major receivable balances for the governmental activities include property taxes, sales and use taxes, transient taxes, franchise taxes, intergovernmental subventions, interest earnings, and expense reimbursements.

In the fund financial statements, material receivables in governmental funds include revenue accruals such as property tax, sales tax, transient tax, franchise tax, and intergovernmental subventions since they are usually both measurable and available. Non-exchange transactions collectible but not available, such as property tax, are deferred in the fund financial statements in accordance with the modified accrual basis, but not deferred in the government-wide financial statements in accordance with the accrual basis.

Interest and investment earnings are recorded when earned only if paid within 60 days since they would be considered both measurable and available. The City's experience is that all accounts receivable are collectible; therefore an allowance for doubtful accounts is unnecessary.

F. Loans Receivable

Under the City's housing assistance program, loans are made to qualified individuals and businesses within prescribed project areas for the purpose of housing acquisition, housing rehabilitation and/or economic development. The majority of these loans are on a deferred payback program. Repayments of the outstanding loans are applied to the principal balance of the loan receivable. The long-term portion of loans receivable has been offset by *Unearned Revenues* in the accompanying financial statements, as applicable.

G. Leases Receivable

The City's measures leases receivable at the present value of rent payments expected to be received during the contract term. The City records deferred inflows of resources at the initiation of the contract in an amount equal to the initial recording of the leases receivable plus incentive payments received, if any. The deferred inflow of resources is amortized on a straight-line basis over the term of the contract. If there is no stated rate in the contract and the implicit rate cannot be determined, the City uses its own estimated incremental borrowing rate as the discount rate to measure the leases receivable. The City's estimated incremental borrowing rate is based on its actual incremental borrowing rate for the most recent debt issuance.

H. Inventories

The City maintains an inventory for fuel that is recorded at cost in the Fleet Internal Service Fund and expensed when consumed. The cost of other consumable materials and supplies on hand are immaterial to the financial statements, and the City has therefore chosen to report these items as expenditures/expenses at the time of purchase.

I. Capital Assets

The City's assets are capitalized at historical cost or estimated historical cost, if actual is unavailable, except for donated capital assets. Donated works of art and similar items, and capital assets received in a service concession arrangement, are reported at acquisition value at the date of donation. Policy has set the capitalization threshold for reporting at $10,000 for non-infrastructure capital assets, $5,000 for grant funded non-infrastructure capital assets, and $100,000 for infrastructure capital assets.

Public domain (infrastructure) capital assets include streets, bridges, curbs and gutters, sidewalks, drainage systems, and lighting systems. The accounting treatment of property, plant and equipment (capital assets) depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

Depreciation/amortization of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation/amortization reflected in the Statement of Net Position. Depreciation/amortization is provided over the assets' estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by asset type is as follows:

Equipment, machinery and vehicles	3-10 years
Facilities and improvements	15 years
Infrastructure	25-50 years
Buildings and building improvements	30 years

Intangible right-to-use lease assets are amortized over the shorter of the lease term or the useful life of the underlying asset, unless the lease contains a purchase option that the City has determined is reasonably certain of being exercised, then the lease asset is amortized over the useful life of the underlying asset.

Intangible right-to-use subscription assets are amortized over the shorter of the subscription term or the useful life of the underlying information technology asset.

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition. Capital assets used in proprietary fund operations are accounted for in the same way as in the government-wide statements.

J. Deferred Outflows/Deferred Inflows

Deferred outflows of resources is a consumption of net assets by the City that is applicable to a future reporting period; for example, prepaid items and deferred charges. Deferred inflows of resources is an acquisition of net assets by the City that is applicable to a future reporting period; for example, unearned revenue and advance collections. The City has deferred outflows and deferred inflows of resources related to the implementation of GASB 68 for pension retirement plans, GASB 75 for Other Post Retirement Benefit Plans, and leases receivables.

K. Interest Payable

In the government-wide financial statements, interest payable on long-term debt is recognized as an incurred liability for governmental fund types. The City has not allocated the interest on long-term debt to departments.

In the fund financial statements, governmental fund types do not recognize the interest payable when the liability is incurred. Interest on long-term debt is recorded in the fund statements when payment is made.

L. Claims Payable

The City records a liability to reflect an actuarial estimate of ultimate uninsured losses for general liability claims. The estimated liability for these claims includes "incurred but not reported" (IBNR) claims. There is no fixed payment schedule to pay these liabilities.

M. Compensated Absences

The City's policies regarding vacation time and compensatory time permit employees to accumulate earned but unused leave, up to limits agreed upon with by individual employee bargaining units. This debt is

estimated based on historical trend analysis, the current portion of which is reported in the General Fund, the remaining balance is shown in the government-wide financial statements.

N. Long-Term Liabilities

The accounting treatment of long-term liabilities depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

All long-term liabilities to be repaid from governmental resources are reported as liabilities in the government-wide statements. The long-term liabilities consist of Lease Revenue Bonds and unamortized premiums, direct borrowings, the net OPEB liability, the pension obligations, compensated absences, and a liability for claims.

Long-term liabilities for governmental funds are not reported as liabilities in the fund financial statements. The debt proceeds are reported as revenue. Payments of principal and interest reported as expenditures. Long-term liabilities for proprietary funds are reported in the fund statements similar to how they are reported in the government-wide statements. Debt proceeds are reported as liabilities and payments are reported as reductions to the liability and as interest expense.

O. Subscription Based Information Technology Arrangements

The City recognizes subscription liabilities with an initial, individual value of $50,000 or more. The City uses its estimated incremental borrowing rate to measure subscription liabilities unless it can readily determine the interest rate in the arrangement. The City's estimated incremental borrowing rate is based on its actual incremental borrowing rate for the most recent debt issuance.

P. Pensions Expense

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans (the Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Q. Other Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense information about the fiduciary net position of the City's Retiree Benefits Plan (the OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by the OPEB Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Measurement Period	July 1, 2021 to June 30, 2022

R. Fund Balances

In accordance with GASB 54*, Fund Balance Reporting and Governmental Fund Type Definitions*, the City classifies governmental fund balances as follows:

Nonspendable
- Assets that will never convert to cash (prepaid items, inventory).
- Assets that will not convert to cash soon enough to affect the current period (long-term loans receivable).
- Resources that must be maintained intact pursuant to legal or contractual requirements (the principal of an endowment).

Restricted
- Resources that are subject to externally enforceable legal restrictions imposed by parties outside the City (Creditors, Grantors, Contributors, other Governments).
- Resources that are subject to limitations imposed by law through constitutional provisions or legislation (Gas Tax).

Committed
- Self-imposed limitations set in place prior to the end of the period (encumbrances, economic contingencies, and uncertainties).
- Limitation established at the highest level of decision-making (Council) and requires formal action at the same level to remove.
- Council resolution is required to establish, modify, or rescind a fund balance commitment.

Assigned
- Amounts in excess of nonspendable, restricted, and committed fund balance in funds other than the General Fund are reported as assigned fund balance.

Unassigned
- Residual net resources.
- Total fund balance in the General Fund in excess of nonspendable, restricted, committed, and assigned fund balance (surplus).
- Excess of nonspendable, restricted, and committed fund balance over total fund balance (deficit).

Flow Assumption / Spending Order Policy
When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to be spent first. When expenditures are incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to be spent first out of committed funds, then assigned funds, and finally, unassigned funds, as needed, unless the City Council has directed otherwise.

S. Net Position

In the government-wide financial statements, net position is classified in the following categories:

Net Investment in Capital Assets
This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the assets. In addition, deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or

improvement of those assets or related debt are also included in the net investment in capital assets component of net position.

Restricted Net Position
This amount is restricted by external creditors, grantors, contributors, or laws and regulations of other governments. Certain proceeds from debt and loans are reported as restricted net position because their use is limited by applicable debt or other covenants.

Unrestricted Net Position
This amount is net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

The detail of amounts reported for each of the above defined net position categories is reported in the government-wide Statement of Net Position.

Use of Restricted/Unrestricted Net Position
When an expense is incurred for purposes for which both restricted and unrestricted net position is available, the City's policy is to apply restricted net position first.

T. Interfund Transactions

Interfund services provided and used are accounted for as revenue, expenditures or expenses, as appropriate. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund are recorded as expenditures/expenses in the reimbursed fund. Nonrecurring or non-routine permanent transfers of equity are reported as residual equity transfers. All other interfund transactions, except for interfund services provided and used and reimbursements, are reported as transfers.

U. Property Taxes and Special Assessments

Under California law, property taxes are assessed and collected by the counties up to 1% of assessed value, plus other increases approved by the voters. The property taxes go into a pool, and are then allocated to the cities in accordance with statutory regulations.

Property taxes attach annually as an enforceable lien on January 1. Taxes are levied on January 1, are payable in two installments, and are delinquent at December 10 and April 10. The County of Placer (the County) is responsible for the collection and allocation of property taxes. The County apportions secured property tax revenue in accordance with the alternate methods of distribution, the “Teeter Plan,” as prescribed by Section 4717 of the California Revenue and Taxation code. Therefore, the City receives 100% of the secured property tax levies to which it is entitled, whether or not collected.

V. Stewardship, Compliance, and Accountability

It is the City's policy to adopt annual budgets. The City Council may amend the budget by motion during the fiscal year.

Expenditures may not legally exceed appropriations at the fund level. Appropriations lapse at the end of the fiscal year. Budget information is presented for governmental fund types on a basis consistent with

accounting principles generally accepted in the United States of America. Budgeted revenue and expenditure amounts represent the original budget and all approved budget amendments.

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. Public meetings are conducted to obtain public comments. The City Council annually adopts the budget for the ensuing fiscal year prior to July 1st.
2. Legally adopted budgets and formal budgetary integration is employed as a management control device during the year for all Governmental, Proprietary and Fiduciary Fund Types.
3. Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from the proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller, returned to the taxpayers through revised tax rates or revised fees schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2023, based on the City's calculations, proceeds of taxes did not exceed the appropriations limit.
4. Budgeted appropriations for the various governmental funds become effective each July 1st.

W. Unearned Revenue

Unearned revenue arises when assets are received before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are recorded as deferred inflows from unearned revenue. In the governmental fund financial statements, receivables associated with non-exchange transactions that will not be collected within the availability period have been recorded as deferred inflows from unavailable resources.

X. Use of Estimates

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Y. Comparative Data

Comparative data for the prior year has been presented in the accompanying financial statements in order to provide an understanding of changes in the government's financial position and operations.

Z. Implementation of New Accounting Pronouncements

GASB Statement No. 96, *Subscription-based Information Technology Arrangements*

During the year, the City implemented GASB Statement No. 96, *Subscription-based Information Technology Arrangements.* GASB Statement No. 96 is an accounting pronouncement issued by the Governmental Accounting Standards Board (GASB) that provides guidance on how the costs and investments for subscription-based information technology arrangements (SBITAs) are accounted for and disclosed by governmental entities. This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent

relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases,* as amended. As a result, the City recorded intangible right of use subscription assets of $609,650 and corresponding subscription lease liabilities of $609,650. The details of the related assets and liabilities can be found in Notes 7 and 8.

AA. Upcoming New Accounting Pronouncements

The City is currently analyzing its accounting practices to determine the potential impact on the financial statements of the following recent GASB Statements:

GASB Statement No. 100, *Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62,* effective fiscal 2024.

This statement enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. GASB 100 also requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. And, GASB 100 addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI).

GASB Statement No. 101, *Compensated Absences,* effective fiscal 2025.

Updates the recognition and measurement guidance for compensated absences by:

1. Aligning the recognition and measurement guidance under a unified model
2. Amending certain previously required disclosures
3. Amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability
4. Supersedes GASB 16

NOTE 2 - CASH AND INVESTMENTS

As of June 30, 2023, cash and investments were reported in the financial statements as follows:

	Fair Value		Total
	Governmental Activities	Fiduciary Activities	Cash and Investments
Cash and Investments	$ 121,859,514	$ 6,065,758	$ 127,925,272
Restricted Cash and Investments	2,260,219	4,083,896	6,344,115
Total Cash and Investments	$ 124,119,733	$ 10,149,654	$ 134,269,387

A. Cash Deposits

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest and places the City ahead of general creditors of the institution.

The market value of pledged securities must equal at least 110 percent of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes that have a value of 150 percent of the City's total cash deposits. The City has waived the collateral requirements for cash deposits which are fully insured to $250,000 by the Federal Deposit Insurance Corporation (FDIC). The bank balances before reconciling items totaled $15,722,408 at June 30, 2023, and could be different from carrying amounts due to deposits in transit and outstanding checks. The uninsured amount was $15,722,408, which was collateralized by securities held by pledging financial institutions.

B. Local Agency Investment Fund

LAIF is regulated by the California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City reports its investment in LAIF at the fair value amount provided by LAIF, which is the same as the value of the pool share. As of June 30, 2023, the fair value was $46,027,014. The balance is available for withdrawal on demand. Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, United States Treasury Notes and Bills, and corporations. As of June 30, 2023, these investments matured in an average of 260 days.

C. Placer County Treasurer's Investment Portfolio

The Placer County Treasurer's Investment Portfolio operates under the oversight of The Placer County Treasurer's Review Panel. Investments are made in accordance to California Government Code Section 27000.5 and limited to those investments specified by California Government Code Sections 53601 and 53635. As of June 30, 2023, the value of City investment in the fund was $8,598,179. These monies are held in various investments consisting of treasury notes and bills, other government bonds and money market instruments.

D. Investment Policies

City Investment Policy
Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

Category	Standard
U.S. Treasuries	No portfolio limit; 5 years max maturity
Federal Agencies	No portfolio limit; 20% max callable federal agency securities; 30% max per institution/issuer; 5 years max maturity
Supranational Obligations	"AA" rated or better by a NRSRO; 30% portfolio max; 10% max per institution/issuer; 5 years max maturity; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, or IADB; Eligible for purchase and sale within the U.S.
Municipal Securities (CA, Other States)	"A" rating category or better by a NRSRO; 30% portfolio max; 5% max per institution; 5 years max maturity
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% portfolio max; 5% max per institution/issuer; 5 years max maturity; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.
Mortgage-Backed Securities	"AA" rating category or better by a NRSRO; 20% portfolio max; 5% max per institution/issuer; 5 years max maturity; Mortgage Pass-Through Securities, Collateralized Mortgage Obligations, or Mortgage-Backed bonds
Negotiable Certificates of Deposit (NCD)	The amount invested in NCDs subject to limitations of California Government Code; Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated “A-1” or better by a NRSRO; or long-term obligations rated “A” or its equivalent or better by a NRSRO; 30% portfolio max; 5% max per institution/ issuer; 5 years max maturity
Time Deposits (Non-negotiable CD/TD)	20% portfolio max; Max per institution/issuer limited to maximum covered under federal insurance; 5 years max maturity; Non-negotiable time deposits FDIC or collateralized in accordance with California Government Code and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)
Collateralized Bank Deposits	No portfolio limit; deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651
Banker’s Acceptances	Short-term debt obligations "A-1" rating category or better by a NRSRO or long-term debt obligations "A" rating category or better by a NRSRO; 40% portfolio max; 5% max per institution/issuer; 180 days max maturity; Issued by prime money center banks

Category	Standard
Commercial Paper	Issued by domestic corporation with assets >$500 million and having an "A-1" long-term rating or better by a NRSRO or if the issuer has other debt obligations, having an "A" long-term rating or better by a NRSRO; or Issuer organized in the U.S. as a special purpose corporation, trust, or limitied liability company with program-wide credit enhancements and an "A-1" rating or better by a NRSRO; 25% portfolio max; 5% max per institution/issuer; 10% max of the outstanding paper of the issuing corporation; 270 days maturity
Money Market Mutual Funds	20% portfolio max; 20% max per shares of any one Money Market Mutual Fund; Shares of beneficial interest issued by Mutual Funds and Money Market Funds; Companies shall either: (i) Attain highest rating by two NRSROs; or (ii) Have an investment adviser registered with SEC with > 5 years experience investing in securities as authorized by by California Government Code, Section 53601, inclusive and with AUM >$500 million; The purchase price of shares of Mutual Funds or Money Market Funds shall not include any commission that the companies may charge
Mutual Funds	20% portfolio max; 10% max per shares of any one mutual fund; Shares of beneficial interest issued by Mutual Funds and Money Market Funds; Companies shall either: (i) Attain highest rating by two NRSROs; or (ii) Have an investment adviser registered with SEC with > 5 years experience investing in securities as authorized by California Government Code, Section 53601 and with AUM >$500 million; Mutual Fund is SEC registered and met requirements of Rule 2a-7 of the Investment Company Act of 1940; The purchase price of shares of Mutual Funds or Money Market Funds shall not include any commission that the companies may charge
Local Agency Investment Fund (LAIF)	Maximum amount permitted by State law and LAIF
Local Government Investment Pools	25% portfolio max in the County Treasurer's Investment Pool
Repurchase Agreements	No portfolio limit; 1 year max maturity; 102% collateralized

E. Risk Disclosures

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the term of an investment's maturity, the greater the sensitivity to changes in market interest rates. It is the City's practice to manage its exposure to interest rate risk by purchasing a combination of shorter and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for City's operations. The City's policy is to limit the weighted average maturity of its investment portfolio to less than five years. As of June 30, 2023, none of the City investments exceeded five years and 62% of the City's total cash and investments were liquid or matured within one year.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of an

investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As of June 30, 2023, the City's investments were in compliance with the ratings required by the City's investment policy, indenture agreements and Government Code.

Concentrations of Credit Risk
As of June 30, 2023, the City had no investments in any one issuer exceeding that allowed by City policy, which is more conservative than stipulated by the California Government Code.

Custodial Credit Risk
For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy contains legal or policy requirements that would limit the exposure to custodial credit risk for investments. For the investments maintained by the City, no security was uninsured, or unregistered, or held by a brokerage firm which is also the counterparty for the security. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

As of June 30, 2023, the City's investments had the following maturities and ratings:

		Investment Maturities		Year End Rating			
Cash or Investment Type	Fair Value	<1 Year	>1 Year	Exempt	AAAm/ Aaa-mf	Not Rated	G72 Input
Local Agency Investment Fund (LAIF)	$ 46,027,014	$ 46,027,014	$ -	$ 46,027,014	$ -	$ -	Level 1/2
Money Market/Mutual Funds	7,858,524	7,858,524	-	-	7,858,524	-	Level 2
Special Assessment Bonds	6,732,646	-	6,732,646	-	-	6,732,646	Level 1/2
County Treasurer's Investment Portfolio	8,598,179	8,598,179	-	8,598,179	-	-	Level 2
Corporate Notes	21,838	-	21,838	-	-	21,838	Level 1
Cash on Hand	3,328	3,328	-	3,328	-	-	n/a
Chandler Investments:							
Agency	3,940,604	1,336,025	2,604,579	-	3,940,604	-	Level 1
CMO	2,373,232	-	2,373,232	-	2,373,232	-	Level 1
Corporate	13,246,265	-	13,246,265	-	13,246,265	-	Level 1
Money Market Fund	151,698	151,698	-	-	151,698	-	Level 1
Certificates of Deposit	999,063	999,063	-	-	999,063	-	Level 1
US Treasury	29,330,835	3,462,879	25,867,956	-	29,330,835	-	Level 1
Cash Deposits	14,986,161	14,986,161	-	14,986,161	-	-	n/a
Total Cash and Investments	$ 134,269,387	$ 83,422,871	$ 50,846,516	$ 69,614,682	$57,900,221	$6,754,484	

F. Fair Value Measurements

GASB 72 established a hierarchy of inputs to valuation techniques. This hierarchy has three levels:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 inputs are quoted market prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other than quoted prices that are not observable.
- Level 3 inputs are unobservable inputs, such as a property valuation or an appraisal.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of June 30, 2023:

Receivables	General Fund	SB325 Sales Tax	Streets SR Grants Fund	Nonmajor Funds	Total
Federal Government	$ 28,210	$ -	$ -	$ 489,060	$ 517,270
State Government	1,804,788	-	3,823,727	1,032,271	6,660,786
Local Taxes	3,399,742	-	-	278,668	3,678,410
Local Other	1,085,697	1,532	693,802	-	1,781,031
Totals	$ 6,318,437	$ 1,532	$ 4,517,529	$ 1,799,999	$ 12,637,497

NOTE 4 - LEASES RECEIVABLES

As of June 30, 2023, the City's leases receivable were $4,039,063 and deferred inflows of resources were $4,011,697. The net present value of the leases receivable was valued using an interest rate of 2.95% with annual payments of $325,000 over sixteen years. The future payments were as follows:

Year Ending June 30	Principal	Interest	Total
2024	$ 208,654	$ 116,346	$ 325,000
2025	214,893	110,107	325,000
2026	221,319	103,681	325,000
2027	227,937	97,063	325,000
2028	234,752	90,248	325,000
2029-2033	1,283,350	10,155	1,293,505
2034-2038	1,487,048	10,180	1,497,228
2039-2043	161,111	2,039	163,150
Total	$ 4,039,063	$ 539,819	$ 4,578,882

NOTE 5 - INTERFUND TRANSACTIONS

A. Interfund Receivables and Payables

Due To/From Other Funds

The timing of when cash is received and paid can result in a negative cash balance in a fund as of fiscal year end. At year-end, a liability, "Due To Other Funds" is created to eliminate any negative cash balances along with a corresponding asset, "Due From Other Funds". In the following fiscal year, the liabilities are settled and the assets are liquidated.

As of June 30, 2023, interfund receivables and payables consisted of the following:

Fund	Due from Other Funds	Due to Other Funds
General Fund	$ 4,972,104	$ -
Streets Grants Fund	-	4,266,366
Nonmajor Funds	-	705,737
Total	$ 4,972,104	$ 4,972,103

B. Transfers In/Out

Interfund transfers result from the movement of resources from one fund to another within the governmental unit. At June 30, 2023, interfund transfers consisted of the following:

Fund	Fund Type	Transfers in	Transfers out
Major Funds:			
General Fund	General	12,651,314	2,007,442
Sales Tax SB 325	Special Revenue	-	504,633
Low Mod Income Housing Asset	Capital Projects	-	153,500
Traffic Circulation Impact Fee	Capital Projects	-	38,563
Arpa Funds	Special Revenue	-	6,838,730
Nonmajor Funds:			
Capital Construction Debt Service	Debt Service	531,839	-
Gas Taxes	Special Revenue	-	238,992
SB1 Road Maintenance and Rehab Act	Special Revenue	-	89,600
Community Facilities District No. 1	Special Revenue	-	2,246,147
Community Facilities District No. 5	Special Revenue	8,472	757,409
Community Facilities District No. 6	Special Revenue	-	44,777
Landscaping and Lighting Maintenance District No. 2	Special Revenue	-	335,713
Park Development & Maintenance Tax Fund	Special Revenue	-	646,633
Traffic Safety/PD Grants	Special Revenue	11,442	1,069
CDBG HUD Entitlement	Special Revenue	-	55,990
Grants and Other Reimbursables	Special Revenue	-	9,926
Supplemental Law Enforcement Grant	Special Revenue	-	181,147
Park Development Fees	Capital Projects	-	6,464
Community Park Fees	Capital Projects	-	6,838
Capital Construction Tax	Capital Projects	-	531,840
Oak Tree Mitigation	Capital Projects	-	23,449
Whitney Ranch Trunk Sewer Project	Capital Projects	1,098,000	398,564
Public Facilities Impact Fees	Capital Projects	-	17,157
Wetlands Maintenance	Permanent	-	2,512
Conservation Easement Endowment Fund	Permanent	-	8,472
Total Governmental Funds		14,301,067	15,145,567
Internal Service Funds:			
Fleet Management	Internal Service	898,000	53,500
Total Transfers		$ 15,199,067	$ 15,199,067

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, and (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due.

NOTE 6 - LOANS RECEIVABLE

Through the City's various programs, the City has loaned funds to qualifying individuals and businesses. Interest rates vary depending on the terms of the loan. Interest is accrued on the loans that bear interest. Loans receivable consisted of the following as of June 30, 2023:

Loans Receivable	Beginning July 01, 2022	Additions	Deletions	Ending June 30, 2023
Highway 65 Sunset Blvd. Interchange	$ 915,183	$ -	$ 155,408	$ 759,775
William Jessup University Ave.	1,507,534	-	502,512	1,005,022
Community Development Block Grant	310,714	-	-	310,714
First Time Home Buyers	758,094	-	63,757	694,337
Down Payment Assistance	1,010,667	8,600	77,610	941,657
Villa Serena II	486,102	-	-	486,102
College Manor	650,000	-	-	650,000
Sunset Blvd	575,000	-	-	575,000
Whitney Rocklin, LP	1,730,000	-	1,730,000	-
HPD Shannon Bay	436,049	-	10,265	425,784
Whitney Rocklin, LP	2,100,000	-	2,100,000	-
Placer West Housing Partners	311,470	-	-	311,470
Placer County Flood Control District	54,901	-	21,288	33,613
Total Loans Receivable	$ 10,845,714	$ 8,600	$ 4,660,840	$ 6,193,474

The following is a summary of the loans and notes receivable outstanding as of June 30, 2023:

Highway 65 Sunset Interchange Loan
As members of the "Bizz Johnson Joint Powers Authority" (JPA), Placer County, the City of Roseville, and the City of Rocklin made loans to the JPA for the construction of the Sunset Blvd. Highway 65 interchange. The original loan amount from the City of Rocklin was $2,033,684. The loan does not bear interest. The timing of the JPA repayments is at the discretion of the JPA Board. At June 30, 2023, a balance of $759,775 was outstanding.

William Jessup University Ave.
On February 25, 2017, the City entered into a reimbursement agreement with WJU to release WJU from obligations for street improvements on University Ave that were completed by the City. In lieu of WJU's construction and street improvements, WJU shall reimburse the City $3,015,066. Reimbursement payments shall be made over 6 years (2019 to 2024) and bear interest at 2.15% per annum with the final payment due July 1, 2024. The balance outstanding as of June 30, 2023 was $1,005,022.

Community Development Block Grant (CDBG) Revolving Loans
The City participates in a CDBG Revolving loan program. The program is federally funded and provides housing rehabilitation loans to eligible applicants. The City makes loans to resident homeowners who qualify as low income, some of which are deferred and are not repaid until the title to the property changes. The balance of these loans at June 30, 2023 was $310,714.

First Time Home Buyers
The City has made various loans to qualifying participants within the City as part of the Federal First Time Home Buyers Program (HOME). Interest rates vary depending on the terms of the loan and interest is deferred until the loan is refinanced or title to the property changes and may be waived under certain conditions if the loan is carried to full term. The HOME notes receivable balance at June 30, 2023 was $694,337.

Down Payment Assistance Loans
The former Rocklin Redevelopment Agency began a down payment assistance program in 2007 to help low and moderate income individuals with purchases of a home. Qualifying individuals receive down payment assistance with the loan deferred as long as it is an owner-occupied dwelling. Interest and/or principal may be waived if certain terms are met by the borrower. The Down Payment Assistance loans receivable at June 30, 2023 was $941,657.

Villa Serena II Loan
On July 24, 2001, the former Rocklin Redevelopment Agency entered into an agreement with Stanford Arms, a California Limited Partnership, for a loan in the amount of $1,100,000. The loan has been used to assist with the construction of the Villa Serena affordable senior project known as Stanford Arms. The loan is at 3% simple interest and is to be repaid from residual receipts over a thirty-year period. The final payment date is dependent on residual receipts. The loan is secured by a deed of trust covering the property, improvements, and fixtures and by all deposits of the borrower. At June 30, 2023, a balance of $486,102 was outstanding.

College Manor
On November 1, 2007, the former Rocklin Redevelopment Agency entered into an agreement with CAHA College Manor LP, a California Limited Partnership, for a loan in the amount of $650,000. The loan has been used to finance the acquisition and renovation of low-income apartments located at 4201 Racetrack Road. The loan is at 3% simple interest and is to be repaid from residual receipts over a fifty-five-year period. The final payment date is dependent on residual receipts. At June 30, 2023, a balance of $650,000 was outstanding.

Sunset Blvd
On June 24, 2008, the former Rocklin Redevelopment Agency authorized a loan in the amount of $575,000 to Sunset Street Housing Partners for an existing apartment complex located at 3655 Sunset Blvd. The loan provides for 3% simple interest for 30 years with payments to begin after the second anniversary of the loan document execution date and the final payment due December 22, 2038. Associated with this project, the former Rocklin Redevelopment Agency also approved Conduit Debt issuance in the maximum amount of $10,000,000 in multifamily revenue bonds by the California Statewide Communities Development Authority. At June 30, 2023, a balance of $575,000 was outstanding.

Whitney Rocklin, LP
On June 24, 2008, the former Rocklin Redevelopment Agency authorized a loan in the amount of $1,595,000, which was later amended to $1,730,000 on December 9, 2008, to Whitney Rocklin LP to assist with construction of a 156-unit multifamily housing project referred to as the Whitney Ranch Apartments. The loan provides for 3% simple interest for 30 years with the final payment due March 30, 2039. Associated with this project, the former Rocklin Redevelopment Agency also approved Conduit Debt issuance in the maximum amount of $18,000,000 in multifamily revenue bonds by the California Statewide Communities Development Authority. The loan was fully repaid during the year.

HPD Shannon Bay, LP
On September 9, 2008, the former Rocklin Redevelopment Agency authorized a housing rehabilitation loan in the amount of $500,000 with HPD Shannon Bay LP for a 50-unit multi-family housing project referred to as the Shannon Bay Apartments. The loan provides for 3% simple interest for 30 years with a five-year period of interest only payments. The loan then converts to an amortizing loan during which time an annual payment of $25,296 will be paid and at the end of the loan term a balloon payment for the remaining balance becomes due and payable. The final payment is due January 11, 2040. Associated with this project, the former Rocklin Redevelopment Agency also approved Conduit Debt issuance in the maximum amount of $6,000,000 in multifamily revenue bonds by the California Statewide Communities Development Authority. At June 30, 2023, a balance of $425,784 was outstanding.

Whitney Rocklin, LP
On December 9, 2008, the former Rocklin Redevelopment Agency authorized a loan in the amount of $2,100,000 to subsidize 70 low-income rental units into very low-income units referred to as the Whitney Ranch Apartments. The loan provides for 3% simple interest for 30 years with the final payment due March 30, 2039. The loan was full repaid during the year.

Placer West Housing Partners, LP
On December 8, 2009, the former Rocklin Redevelopment Agency authorized a housing rehabilitation loan in the amount of $500,000 with Placer West Housing Partners LP for a 44-unit affordable housing project located at 6055 Placer West Drive in Rocklin. The loan provides for 3% simple interest for 30 years with partial interest only payments in the amount of $2,000 to begin on the second anniversary of the loan document execution date of December 22, 2009. The final payment is due December 21, 2040. A balloon payment of the remaining unpaid balance of principal and interest shall be due at the conclusion of the loan term. At June 30, 2023 a balance of $311,470 was outstanding.

Placer County Flood Control District
During the fiscal year ended June 30, 2018, the City authorized a $182,063 loan with the Placer County Flood Control District (the District) to help fund the Antelope Creek Flood Control Project, Upper Weir. The District intended to fund the project through a combination of the Dry Creek Trust Fund and two Department of Water Resources Grants. The District will make future reimbursement payments to each participant totaling the amount of each participant's original advance payment plus simple interest as determined by the Construction Cost Index (CCI). The City has a 13.42% share of the total project costs. Reimbursement of advanced payment shall be made twice yearly when the Trust Fund has a balance of at least $25,000 over the minimum balance of $50,000. The City estimates full repayment by June 30, 2023. At June 30, 2023, a balance of $33,613 was outstanding.

NOTE 7 - CAPITAL ASSETS

Capital assets consisted of the following as of June 30, 2023:

Governmental activities:	Balance July 01, 2022	Additions/	Retirements	Transfers/ Adjustments	Balance June 30, 2023
Nondepreciable Capital Assets:					
Land	$ 8,338,942	$ -	$ -	$ -	$ 8,338,942
Land Improvements	108,402	-	-	-	108,402
Park Land	61,097,079	-	-	-	61,097,079
Construction In Progress	5,011,810	25,752,244	-	(18,647,942)	12,116,112
Total Nondepreciable Capital Assets	74,556,233	25,752,244	-	(18,647,942)	81,660,535
Depreciable/amortizable capital assets:					
Subscription right of use assets	-	609,650	-	-	609,650
Buildings	35,262,889	-	-	-	35,262,889
Facilities & Other Improvements	7,417,667	-	-	-	7,417,667
Machinery & Equipment	3,279,140	159,610	-	-	3,438,750
Fleet Machinery & Equipment	15,233,998	434,782	(67,577)	-	15,601,203
Park Buildings	2,717,879	-	-	-	2,717,879
Park Equipment	1,629,694	-	-	-	1,629,694
Park Improvements	27,769,219	-	-	-	27,769,219
Infrastructure	419,617,357		(1,165,988)	18,647,942	437,099,311
Total Depreciable/Amortizable	512,927,843	1,204,042	(1,233,565)	18,647,942	531,546,262
Total Capital Assets	587,484,076	26,956,286	(1,233,565)	-	613,206,797
Accumulated Depreciation/Amortization:					
Subscription right of use assets	-	6,519	-	-	6,519
Buildings	22,406,223	956,909	-	-	23,363,132
Facilities & Other Improvements	4,165,037	311,332	-	-	4,476,369
Machinery & Equipment	2,912,858	137,820	-	-	3,050,678
Fleet Machinery & Equipment	8,601,454	1,003,751	(67,577)	-	9,537,628
Park Buildings	825,640	90,596	-	-	916,236
Park Equipment	1,597,585	7,724	-	-	1,605,309
Park Improvements	18,875,800	568,611	-	-	19,444,411
Infrastructure	202,088,521	9,036,925	(1,165,988)	-	209,959,458
Total Accumulated Depreciation/Amort.	261,473,118	12,120,187	(1,233,565)	-	272,359,740
Total Capital Assets - Net	$ 326,010,958	$ 14,836,099	$ -	$ -	$ 340,847,057

Depreciation expense was charged to the following functions in the statement of activities:

General Government	$ 12,383
Public Safety	879,394
Parks and Recreation	124,797
Public Services	11,103,613
Total Depreciation/Amortization Expense	$ 12,120,187

NOTE 8 - NONCURRENT LIABILITIES

The City's noncurrent liabilities consisted of the following as of June 30, 2023:

Description	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Lease Revenue Bonds:					
2016 Lease Revenue Bonds	$ 7,665,000	$ -	$ 285,000	$ 7,380,000	$ 300,000
Unamortized Premiums	523,464	-	27,551	495,913	-
Subtotal Lease Revenue Bonds	8,188,464	-	312,551	7,875,913	300,000
Direct Borrowings:					
Pacific Premier Bank Loan - RPFA Refunding	2,013,154	-	486,348	1,526,806	497,623
Sunset Whitney Recreation Area Note	1,031,943	-	515,009	516,934	516,934
Subtotal - Direct Borrowings	3,045,097	-	1,001,357	2,043,740	1,014,557
Subscription Liabilities	-	609,650	8,403	601,247	2,686
Claims Payable	2,832,930	264,968	625,271	2,472,627	145,345
Net Pension Liability	28,826,839	48,217,335	13,208,573	63,835,601	-
Net OPEB Liability	234,349	11,409,795	7,026,298	4,617,846	-
Compensated Absences	3,710,102	3,842,281	3,710,103	3,842,280	1,779,223
Total Noncurrent Liabilities	$ 46,837,781	$ 64,344,029	$ 25,892,556	$ 85,289,254	$ 3,241,811

The annual debt service requirements on general long-term debt is as follows:

Year Ending	Lease Revenue Bonds			Direct Borrowings		
June 30,	Principal	Interest	Total	Principal	Interest	Total
2024	$ 300,000	$ 229,850	$ 529,850	$ 1,014,557	$ 38,426	$ 1,052,983
2025	315,000	214,475	529,475	508,181	17,052	525,233
2026	330,000	198,350	528,350	521,002	5,731	526,733
2027	345,000	183,200	528,200	-	-	-
2028	360,000	169,100	529,100	-	-	-
2029-2033	1,955,000	701,400	2,656,400	-	-	-
2034-2038	2,255,000	401,326	2,656,326	-	-	-
2039-2043	1,520,000	69,449	1,589,449	-	-	-
Total	$ 7,380,000	$ 2,167,150	$ 9,547,150	$ 2,043,740	$ 61,209	$ 2,104,949

2016 Rocklin Public Finance Authority Lease Revenue Bonds

On October 4th, 2016, the Rocklin Public Financing Authority issued lease revenue bonds in the amount of $9,455,000, at a premium of $688,769, to defease the outstanding 2003 certificates of participation and finance the acquisition and construction of various capital improvement projects. The security for the bonds was the pledge of lease payment revenues received by the Authority under a lease agreement with the City. These bonds were reported as City debt as required by GASB 62 and NCGA Statement 5. The term of the bonds was 25 years. Interest rates on the bonds range from 2% to 5%. Principal payments ranging from $245,000 to $525,000 are payable annually on November 1st and interest payments ranging from $7,875 to $164,363 are payable semi-annually on May 1st and November 1st, through November 1, 2041. The aggregate debt service savings was $15,000 from this refunding. At June 30, 2023, the City had a Lease Revenue Bond and Unamortized Premium liabilities of $7,875,913.

Rocklin Public Finance Authority Pacific Premier Bank Loan

On July 1, 2017, the City, on behalf of Community Facilities Districts (CFD) 6, 8 and 9, agreed to borrow from the Rocklin Public Financing Authority (Authority) an amount necessary to refund 1999 CFD special tax bonds and pledged the special tax revenues levied in each CFD to the Authority. In the 2017 Special Tax Revenue Refunding Loan Agreement, the Authority agreed to borrow from Pacific Premier Bank, the funds necessary to refund the 1999 CFD special tax bonds and in turn, refund the 2003 Authority bonds. The loan is secured by a pledge of the revenues received by the Authority from the 2017 CFD loan payments. Pacific Premier Bank has no remedy against the City if special taxpayers in the CFD's fail to make their payments. The loan was for $5,000,077 at a fixed interest rate of 2.2% and matures on September 1, 2025. This loan was reported as City debt as required by GASB 62 and NCGA Statement 5. The refunding resulted in an economic gain of $1,989,923. The aggregate debt service of the Pacific Premier loan was $233,844 less than the debt service requirements, of the refunded debt, including cash prepayments during the refunding. At June 30, 2023, the City had an Pacific Premier Bank Loan liability of $1,526,806.

City of Rocklin Sunset Whitney Note

On December 18, 2017, the City entered into a note payable with Sunset Whitney, LLC to pay $3,000,000 as a part of a $5,800,000 purchase of golf course land. Principal and interest payments shall be made on the first of December each year and interest accrues at 2% of the outstanding principal balance per annum for six years beginning December 31, 2018. At June 30, 2023, the City had a Sunset Whitney Recreation Area Note liability of $516,934.

Subscription Based Information Technology Agreements

On July 1, 2021, the City entered into a 1,122 month subscription for the use of PDS Software. An initial subscription liability and right of use asset of $609,650 was recorded as of June 30, 2023, to implement GASB 96. As of June 30, 2023, the value of the subscription liability was $601,247 and the right of use asset was $603,131, net of accumulated amortization totaling $6,519. The City is required to make annual fixed payments of $17,895. The subscription has an interest rate of 1.7047%. See Note 7 for more information regarding the changes in the subscription right of use assets. The following table summarizes the future payments for the subscription liability.

Year Ending June 30,	Principal	Interest	Total
2024	$ 2,686	$ 10,249	$ 12,935
2025	2,732	10,203	12,935
2026	2,778	10,157	12,935
2027	2,825	10,110	12,935
2028	2,874	10,061	12,935
Thereafter	587,352	580,504	1,167,856
Total	$ 601,247	$ 631,284	$ 1,232,531

Claims Payable

The City has recorded a liability for potential claims in excess of amounts covered by the insurance pool. At June 30, 2023, the City had a claims payable liability of $2,472,627. See Note 9 for further discussion on the City’s risk management activities.

Net Pension Liability
As a result of the implementation of GASB 68, the City has recorded a net pension liability for its CalPERS Miscellaneous, Fire and Police pension plans. At June 30, 2023, the City had a net pension liability of $63,835,601. See Note 11 for further discussion on the pension liability.

Net OPEB Liability
A net OPEB liability is the cumulative difference between annual OPEB cost and an employer's contributions to a plan. At June 30, 2023, the City had a net OPEB obligation of $4,617,846. See Note 12 for further discussion on OPEB.

Compensated Absences
The City records compensated absences for all employee absences that are expected to be paid such as vacation and illness. Compensated absences had a balance of $3,842,280 at June 30, 2023; of that amount, $1,779,223 is expected to be paid within a year.

Arbitrage
The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of all tax-exempt bond proceeds at an interest yield greater than the interest yield to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years. The City performed calculations of excess investment earnings on various bonds and financings and at June 30, 2023, there were no arbitrage liabilities.

NOTE 9 - NET POSITION/FUND BALANCE

Net Position
Net position consisted of the following as of June 30, 2023:

	Net Investment in Capital Assets	Restricted	Unrestricted	Total
Capital Assets - Net	$ 340,847,057	$ -	$ -	$ 340,847,057
Associated Long-term Debt	(10,520,900)	-	-	(10,520,900)
Deferred Gain on Refunding	(884,410)	-	-	(884,410)
Unspent Proceeds from Debt	-	-	-	-
Fund Balance Restrictions	-	35,521,436	-	35,521,436
Nonexpendable endowments	-	491,455	-	491,455
Capital Projects Fund Assets from Debt	-	-	-	-
Total Net Position	-	-	420,338,416	420,338,416
Net Investment in Capital Assets	-	-	(329,441,747)	(329,441,747)
Restricted Net Position	-	-	(36,012,891)	(36,012,891)
Total	$ 329,441,747	$ 36,012,891	$ 54,883,778	$ 420,338,416

Fund Balance

Fund balances consisted of the following at June 30, 2023:

	Nonspendable	Restricted	Committed	Unassigned	Total
Endowments	$ 453,455	$ -	$ -	$ -	$ 453,455
Wetlands Maintenance	38,000	17,024	-	-	55,024
Debt Service	-	1,602,383	-	-	1,602,383
Low and Moderate Income Housing	-	13,140,919	-	-	13,140,919
SB325 Sales Tax	-	6,668,582	-	-	6,668,582
SB1 Road Maintenance & Rehab Act	-	865,585	-	-	865,585
Gas Tax	-	688,814	-	-	688,814
Lighting Districts	-	1,558,949	-	-	1,558,949
Community Facilities Districts	-	5,108,432	-	-	5,108,432
Housing Rehabilitation	-	843,607	-	-	843,607
Asset Forfeiture	-	425,367	-	-	425,367
CASp Certification and Training	-	83,250	-	-	83,250
Recreation Facilities Contributions	-	2,185	-	-	2,185
Costco Settlement	-	3,755,224	-	-	3,755,224
OPIOID Settlement	-	1,339	-	-	1,339
Traffic Circulation Impact Fees	-	759,776	16,659,483	-	17,419,259
Capital Construction Tax	-	-	6,075,703	-	6,075,703
Oak Tree Mitigation Fees	-	-	129,312	-	129,312
North West Area Comm Park Fees	-	-	964,797	-	964,797
Public Facilities Impact Fees	-	-	1,021,684	-	1,021,684
Whitney Ranch Interchange Fee	-	-	1,518,449	-	1,518,449
Trails Impact Fees	-	-	854	-	854
Community Center Impact Fees	-	-	3,703	-	3,703
Park Development Capital Projects	-	-	844,167	-	844,167
General Fund:					
Unassigned	-	-	-	18,877,784	18,877,784
Building Repair Reserve	-	-	1,337,026	-	1,337,026
Operating Reserve	-	-	15,726,400	-	15,726,400
Park Infrastructure Reserve	-	-	424,100	-	424,100
Surplus Reserve	-	-	9,435,546	-	9,435,546
Reserve for Encumbrances	-	-	1,362,524	-	1,362,524
ARPA	-	-	3,764,638	-	3,764,638
Quarry Park Adventures	-	-	240,000	-	240,000
Economic Development	-	-	787,122	-	787,122
Technology Fee	-	-	1,055,768	-	1,055,768
Retiree's Health	-	-	1,065,418	-	1,065,418
QP Amphitheater Events	-	-	-	82,851	82,851
Long-term Receivables	33,613	-	-	-	33,613
Leases receivable	27,366	-	-	-	27,366
Traffic Safety/PD Grants	-	-	-	(111,525)	(111,525)
Streets Grants	-	-	-	(892,118)	(892,118)
Grants and Other Reimbursables	-	-	-	(470,345)	(470,345)
Community Parks Fund	-	-	-	(130,645)	(130,645)
Total	$ 552,434	$ 35,521,436	$ 62,416,694	$ 17,356,002	$ 115,846,566

Nonspendable fund balances included the following as of June 30, 2023:

1. **Endowments** include principal corpus from which income will fund maintenance of Wetlands and Preserve Area maintenance and operations.
2. **Long-term loans/notes receivable** includes noncurrent portions of loans and notes receivables.

Restricted fund balances included the following as of June 30, 2023:

1. **Debt Service** includes amounts used for debt service in the Rocklin Public Financing Authority debt service fund.
2. **Low and Moderate Income Housing Fund** includes amounts used to increase the City's supply of low and moderate income housing.
3. **SB325 Sales Tax** includes amounts to be used for repair and maintenance of City streets in accordance with Senate Bill 325.
4. **SB1 Road Maintenance & Rehab Act** includes amounts to be used for City road maintenance projects in accordance with Senate Bill 1, Chapter 5, Statutes of 2017.
5. **Wetlands Maintenance** includes amounts other than the non-spendable endowment to be used on the maintenance of the wetlands on a parcel in Stanford Ranch Phase III.
6. **Gas Tax** includes amounts received and expended for construction and street maintenance purposes as defined in Sections 2105, 2106, 2107, and 2107.5 of the California Streets and Highways Code.
7. **Lighting Districts** includes amounts to be used to maintain and operate the City's lighting districts.
8. **Community Facilities Districts** include amounts to be used to maintain and operate the City's community facilities districts.
9. **Housing Rehabilitation** includes amounts to be used for the City's housing rehabilitation programs.
10. **Asset Forfeiture** includes amounts that are restricted to police activities.
11. **CASp Certification and Training** includes amounts to be used for Certified Access Specialist program training in accordance with Assembly Bill 1379.
12. **Recreation Facilities Contributions** include amounts set aside for recreation facilities construction and improvements.
13. **OPIOID Settlement** includes funds received according to the Opioid Settlement Agreement and any amendments between California Cities and Counties with Pharmaceutical companies and Distributors dated July 21, 2021. All settlement funds will be used for opioid remediation, and a minimum of 70% of the settlement funds received are required to be used for future opioid remediation.
14. **Costco Settlement** includes funds received and to be used according to the Settlement Agreement between Costco, the Town of Loomis, and the City of Rocklin, dated October 2022.
15. **Traffic Circulation Impact Fees** include long-term receivables related to street improvements needed to reduce the impact caused by new development within the City.

Committed fund balances included the following as of June 30, 2023:

1. **General Fund:**
    a. **Building Repair Reserve**s include amounts set aside for routine building maintenance and to support the expansion of existing City facilities to address workforce needs of city services.
    b. **Operating Reserve** includes amounts set aside for operating expense contingencies.
    c. **Park Infrastructure Reserve** includes amounts set aside for routine park facilities maintenance and future park infrastructure projects.
    d. **Surplus Reserve** includes surplus amounts set aside for operating expense contingencies.
    e. **Reserve for Encumbrances** includes amounts set aside for encumbrances, or open purchase orders, rolled forward to the following year.
    f. **ARPA** committed fund balance includes amounts set aside from the ARPA revenue loss replacement grant.
    g. **Quarry Park Adventures** includes amounts set aside for Adventure Park operations.
    h. **Economic Development** includes amounts set aside to promote economic development within the City.
    i. **Technology Fee** includes a 6% fee assessed on certain program revenues to fund the cost of technology systems.
    j. **Retiree's Health** represent amounts set aside to fund future retiree health insurance premiums.
2. **Traffic Circulation Impact Fees** include amounts to be used for street improvements to reduce the impacts caused by new development within the City.
3. **Capital Construction Tax** includes amounts set aside for city construction projects.
4. **Oak Tree Mitigation** includes amounts set aside for oak tree preservation.
5. **North West Rocklin Community Park Fee** includes Impact Fees to be used for community parks in the North West Rocklin (Whitney Ranch) area.
6. **Public Facilities Impact Fees** include amounts to be used to fund expansion of public facilities to serve new development within the City.
7. **Whitney Ranch Interchange Fee** includes Impact Fees to be used to develop Highway 65 interchanges in the Whitney Ranch area.
8. **Trails Impact Fees** include amounts to be used for trail improvements to reduce the impact caused by new development within the City.
9. **Community Center Impact Fees** include amounts to be used for community center improvements and reduce the impact caused by new development within the City.
10. **Park Development Capital Projects** include amounts used for community park and city-wide recreational facilities improvements to reduce the impacts of increased use by new development within the City.

The following funds had deficit fund balances as of June 30, 2023:

1. The **Traffic Safety/PD Grants** fund had a deficit fund balance of $111,525 as of June 30, 2023, that is to be funded through deferred and unearned grants.
2. The **Streets Grants** fund had a deficit fund balance of $892,118 as of June 30, 2023 that is to be funded through deferred and unearned grants.
3. The **Grants and Other Reimbursables** fund had a deficit fund balance of $470,345 as of June 30, 2023 that is to be funded through deferred and unearned grants.
4. The **Community Park Fees Capital Projects** fund had a deficit fund balance of $130,645 as of June 30, 2023 that is to be funded through future community park fees.

NOTE 10 - RISK MANAGEMENT

The City's insurance coverage and the respective coverage providers are as follows:

Amount	Coverage Provider	Payment Source
Liability Claim:		
$0 - $50,000	Self-insured	Banking layer
$50,001 - $500,000	NCCSIF	Shared risk
$500,001 - $40,000,000	Excess coverage	CJPRMA
Workers' Compensation:		
$0 - $100,000	Self-insured	Banking layer
$100,001 - $500,000	NCCSIF	Shared risk
$500,001 - Statutory	Excess coverage	CSAC EIA

The City is a member of the Northern California Cities Self Insurance Fund (NCCSIF) along with twenty-one other northern California cities. The NCCSIF is a joint powers authority (JPA) organized in accordance with Title 1, Division 7, Chapter 5, Article 1 of the California Government Code. The purpose is to create a common pool of funds to be used to meet obligations of the parties to provide workers' compensation benefits for their employees and to provide excess liability insurance. The NCCSIF provides claims processing administrative services, risk management services, and actuarial studies.

A member from each city governs the NCCSIF. City Council members do not have significant oversight responsibility, since they evenly share all factors of responsibility with the other cities. The City does not retain the risk of loss. However, ultimate liability for payment of claims and insurance premiums resides with member cities. The NCCSIF is empowered to make supplemental assessments as needed to eliminate deficit positions of member cities. If the JPA becomes insolvent, the City is responsible only to the extent of any deficiency in its equity balance.

The NCCSIF establishes claims liabilities based on estimates of the ultimate cost of claims (including future claims settlement expenses) that have been reported but not settled, plus estimates of claims that have been incurred but not reported. Because actual claims costs depend on various factors, the claims liabilities are recomputed periodically using a variety of actuarial and statistical techniques to produce current estimated claims that reflect recent settlements, claim frequency, and other economic and social factors. A provision of inflation is implicit in the calculation of estimated future claims costs. Adjustments to claims liabilities are charged or credited to expense in the periods in which they are made.

The City participates in excess insurance coverage provided by California joint powers authorities (JPAs), the California Joint Powers Risk Management Authority (CJPRMA) and the California State Association of Counties Excess Insurance Authority (CSAC EIA). These JPAs self-fund to $5,000,000 and then purchase reinsurance over that amount to their various limits. The City is self-insured for employee dental and vision claims. There have been no significant reductions in insurance coverage from coverage in the prior fiscal year. Settlements have not exceeded the insurance coverage for the past three fiscal years.

The City's equity investment in the NCCSIF of $3,706,247 is recorded in the Risk Management Internal Service Fund. The audited financial statements of the JPA are available at the NCCSIF's office. The following is a summary of the claims liabilities for the last three fiscal years:

	Year Ended June 30, 2023	Year Ended June 30, 2022	Year Ended June 30, 2021
Claims payable, beginning of year	$ 2,832,930	$ 2,151,862	$ 1,868,164
Fiscal year claims and changes in estimates	264,968	1,275,627	694,762
Claims payments	(625,271)	(594,559)	(411,064)
Claims payable, end of year	$ 2,472,627	$ 2,832,930	$ 2,151,862

NOTE 11 - RETIREMENT PLANS

A. General Information about the Pension Plans

Plan Description
All qualified employees are eligible to participate in the City's Miscellaneous agent multiple employer-defined benefit pension plan or the Safety (Fire and Police) cost-sharing multiple employer-defined benefit pension plans (Plans) administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

Benefits Provided
CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members. Benefits are based on age at retirement, highest salary for either a one or three year period and years of credited service. The cost-of-living adjustments for the Plans are applied as specified by the California Public Employees' Retirement Law. The Plans' provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Miscellaneous		Safety			
	Classic	PEPRA	Fire	PEPRA Fire	Police	PEPRA Police
Hire date	Before 1/1/2013	1/1/2013	Before 1/1/2013	1/1/2013	Before 1/1/2013	1/1/2013
Benefit formula	2% @ 55	2% @ 62	3% @ 50	2.7% @ 57	3% @ 50	2.7% @ 57
Benefit vesting schedule	5 Years	5 Years	5 Years	5 Years	5 Years	5 Years
Benefit payments	Monthly for Life	Monthly for Life	Monthly for Life	Monthly for Life	Monthly for Life	Monthly for Life
Retirement age	55	62	50	57	50	57
Monthly benefits as a % of eligible compensation	2%	2%	3%	2.7%	3%	2.7%
Required employee cont. rates	6.90%	6.75%	8.99%	13.00%	8.99%	13.00%
Required employer cont. rates	28.18%	6.75%	23.75%	12.78%	23.75%	12.780%

Employees Covered
At June 30, 2023, the following employees were covered by the benefit terms for the Plans:

	Miscellaneous	Safety
Active	135	97
Transferred	113	59
Separated	173	21
Retired	188	96
Total	609	273

Contributions
Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rates are the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the year ended June 30, 2023, the City's contributions were as follows:

	Miscellaneous	Safety
Employer contributions	$ 4,653,126	$ 4,786,119

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

Pension Liability
As of June 30, 2023, the City reported net pension liabilities for each plan as follows:

	Net Pension Liability
Miscellaneous	$ 28,860,721
Safety - Proportionate	34,974,880
Total Net Pension Liability	$ 63,835,601

The following summarizes the changes in the total pension liability, fiduciary net position and net pension liability of the City's Miscellaneous agent multiple employer plan:

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Balance at June 30, 2021 (FYE 6/30/2022)	$ 101,578,048	$ 87,711,510	$ 13,866,538
Service cost	2,016,032	-	2,016,032
Interest in Total Pension Liability	7,137,937	-	7,137,937
Difference between actual and expected experience	(294,254)	-	(294,254)
Employer contributions	-	3,090,721	(3,090,721)
Employee contributions	-	1,056,241	(1,056,241)
Net investment income	-	(6,626,820)	6,626,820
Benefit payments	(4,886,808)	(4,886,808)	-
Administrative expenses	-	(54,639)	54,639
Net changes	7,572,878	(7,421,305)	14,994,183
Balance at June 30, 2022 (FYE 6/30/2023)	$ 109,150,926	$ 80,290,205	$ 28,860,721

The City's net pension liability for the Fire and Police Safety plans are measured as the proportionate share of the net pension liability while the Miscellaneous plan's net pension liability is a direct calculation based on its actuarial study and is not proportionate. The net pension liability of all the Plans are measured as of June 30, 2022, and the total pension liability for the Plans used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 using standard update procedures. The City's proportion of the net pension liability for the Fire and Police Plans was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Fire and Police Plans as of the fiscal years ended June 30, 2022 and 2023 was as follows:

	Safety
June 30, 2022	0.2766%
June 30, 2023	0.3028%
Change in Proportions	0.0262%

For the year ended June 30, 2023, the City recognized a pension expense of $11,112,957. The following summarizes the pension expense components by plan:

	Miscellaneous	Safety	Total
Pension expense per plans	$ 4,757,252	$ 4,635,723	$ 9,392,975
GASB 68 adjustments	847,874	872,108	1,719,982
Pension expense per government-wide statements	$ 5,605,126	$ 5,507,831	$ 11,112,957

At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Miscellaneous		**Safety**	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 4,653,126	$ -	$ 4,786,119	$ -
Changes in assumptions	2,159,983	-	3,526,527	-
Differences between expected and actual experiences	36,816	176,552	1,447,483	379,800
Changes in proportions	-	-	4,179,386	-
Differences between the employer's contributions and the employer's proportionate share of contributions	-	-	-	3,293,401
Net differences between projected and actual earnings on plan investments	4,109,754	-	5,523,022	-
Total	$ 10,959,679	$ 176,552	$ 19,462,537	$ 3,673,201

The City reported $9,632,776 as deferred outflows of resources related to contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ended June 30, 2024.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

	Deferred Outflows/(Inflows) of Resources	
Fiscal Year Ending:	Miscellaneous	Safety
2024	$ 2,023,003	$ 3,393,422
2025	1,257,706	2,744,487
2026	322,202	1,496,195
2027	2,527,090	3,369,113
2028	-	-
Thereafter	-	-
Total	$ 6,130,001	$ 11,003,217

Actuarial Assumptions

The total pension liabilities in the June 30, 2021 actuarial valuations were determined using the following actuarial assumptions:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Actuarial Cost Method	Entry-Age Normal
Asset Valuation Method	Market Value of Assets
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.50%
Projected Salary Increase	(1)
Investment Rate of Return	6.9% (2)
Retirement Age	(3)
Mortality	(3)

(1) Varies by age and service
(2) Net of pension plan investment expenses, including inflation
(3) Derived using CalPERS' membership data for all funds

Discount Rate

The discount rate used to measure the total pension liability was 6.9 percent for the Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for the Plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 6.9 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 6.9 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

CalPERS will continue to check the materiality of the difference in calculation until such time as they change their methodology. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of

return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent. The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class (a)	Assumed Asset Allocation	Long-Term Expected Real Return (1)(2)
Global Equity Cap Weighted	30.00%	4.54%
Global Equity NonCap Weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
Total	100.00%	

(1) An expected inflation of 2.3% used for this period.
(2) Figures are based on the 2021-22 Asset Liability Study.

C. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's net pension liability for the Plans, calculated using the discount rate for the Plans, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Miscellaneous	Safety
1% Decrease	5.90%	5.90%
Net Pension Liability	$ 43,677,051	$ 54,683,004
Current Discount Rate	6.90%	6.90%
Net Pension Liability	$ 28,860,721	$ 34,974,880
1% Increase	7.90%	7.90%
Net Pension Liability	$ 16,633,902	$ 18,867,941

Pension Plan Fiduciary Net Position
Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

NOTE 12 - OTHER POSTEMPLOYMENT BENEFITS PLAN (OPEB)

Plan Description
The City provides certain health care benefits for eligible retired employees through the California Public Employees' Retirement System (CalPERS) under the Public Employees' Medical and Hospital Care Act (PEMHCA). This is a single-employer defined-benefit postemployment healthcare benefits plan. Eligible retirees may enroll in any of the available CalPERS medical plans. CalPERS issues a separate annual comprehensive financial report that includes financial statements and required supplementary information. Copies of the report may be obtained from the CalPERS website at www.calpers.ca.gov.

Commencing with fiscal year 2014, the City participates in the California Employers' Retiree Benefit Trust (CERBT) Fund, which is administered by CalPERS. CERBT is a tax-qualified irrevocable trust organized under Internal Revenue Code Section 115 and established to prefund retiree healthcare benefits. CERBT, an agent multiple-employer trust, issues a publicly available financial report including GASB Statement No. 74, Financial Reporting for Postemployment Benefits Plans Other Than Pension Plans, disclosure information in aggregate with the other CERBT participating employers. That report can be obtained from the CalPERS Web site at www.calpers.ca.gov.

Benefits Provided
The City provides post-retirement benefits to eligible employees as follows:

Benefits Provided:	*City monthly cap:* 2022 Misc $1,200 2022 Safety $1,200 Unrepresented/Hourly receive PEMHCA minimum ($133/month 2018), 1 Fire retiree receives higher existing benefit of $1,766/month, and 2 Police retiree receive the higher existing benefit of $1,377/month
Eligibility:	Full-time employees retiring directly from City under CalPERS (age 50 and 5 years, or disability) Miscellaneous PEPRA retirees age 52 and 5 years
Surviving Spouse:	Surviving spouse coverage based on retirement plan election Same benefit continues to surviving spouse
Other:	No City paid dental, vision, life, Medicare Part B Previous medical benefits can be found in the back of the report

Employees Covered by Benefit Terms

At June 30, 2023, the benefit terms covered the following employees:

Active employees	240
Inactive employees	197
Total employees	437

Contributions
The City makes contributions, based on an actuarially determined rate, which are approved by the authority of City Council. Total contributions during the year were $2,486,026. Total contributions included in the measurement period were $2,167,712. The actuarially determined contribution for the measurement period was $2,269,000. The City's contributions were 9.32% of covered employee payroll during the fiscal year ended June 30, 2023. Employees are not required to contribute to the plan.

Actuarial Assumptions
The following summarizes the actuarial assumptions for the OPEB plan included in this fiscal year:

Valuation Date:	June 30, 2022
Measurement Date:	June 30, 2022
Actuarial Cost Method:	Entry-Age Normal, Level % of pay
Amortization Period:	10 years
Asset Valuation Method:	Investment gains and losses spread over 5-year rolling period
Actuarial Assumptions:	
Discount Rate	6.25%
Inflation	2.50%
Payroll Increases	2.75%
Medical Trend	Non-Medicare - 8.5% for 2024, decreasing to an ultimate rate of 3.45% in 2076 Medicare (Non-Kaiser) - 7.5% for 2024, decreasing to an ultimate rate of 3.45% in 2076 Medicare (Kaiser) - 6.25% for 2024, decreasing to an ultimate rate of 3.45% in 2076
Investment Rate of Return	6.25%, Net of OPEB plan investment expenses, including inflation
Mortality	CalPERS 2000-2019 Experience Study
Retirement	Actives and Retirees currently covered: 100% Actives currently waived: 80% Retirees currently Waived: 10% elect at 65 Unrepresented & Hourly: 60%
Service Requirement	Misc. Benefit 2%@55 Expected Retirement Age (ERA) 61.2 Safety Benefit 3%@50 ERA 54.7 (Fire) 54.2 (Police) PEPRA Misc. Benefit 2%@62 ERA 63.1 PEPRA Safety Benefit 2.7%@57 ERA 56.7 (Fire) 55.5 (Police)

Discount Rate

The projection of cash flows used to determine the discount rate assumed that the City contribution will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to cover all future OPEB payments. Therefore, the discount rate was set to be equal to the long-term expected rate of return which was applied to all periods of projected benefit payments to determine the total OPEB liability.

Long-Term Expected Rate of Return

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Percentage of Portfolio	Long-Term Expected Rate of Return
Global Equity	49.00%	4.56%
Fixed Income	23.00%	1.56%
TIPS	5.00%	-0.08%
Commodities	3.00%	1.22%
REITs	20.00%	4.06%
Total	100.00%	
Weighted Average Return		3.44%
Assumed Long-Term Rate of Inflation		2.50%
Expected Long-Term Net Rate of Return, Rounded		6.25%

Net OPEB Liability

The City's net OPEB liability was measured as of June 30, 2022 (measurement date), and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2022 (valuation date) for the fiscal year ended June 30, 2023 (reporting date). The following summarizes the changes in the net OPEB liability for the year ended June 30, 2023:

Fiscal Year Ended June 30, 2023 (Measurement Date June 30, 2022)	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability (Asset)
Balance at June 30, 2022	$ 40,598,264	$ 40,363,916	$ 234,348
Service cost	1,318,411	-	1,318,411
Interest in Total OPEB Liability (TOL)	2,602,649	-	2,602,649
Employer contributions	-	2,167,712	(2,167,712)
Balance of diff between actual and exp experience	(3,709,136)	-	(3,709,136)
Balance of changes in assumptions	117,734	-	117,734
Actual investment income	-	(5,403,647)	5,403,647
Administrative expenses	-	(15,516)	15,516
Benefit payments	(2,162,422)	(2,162,422)	-
Adjustments	806,924	4,535	802,389
Net changes	(1,025,840)	(5,409,338)	4,383,498
Balance at June 30, 2023	$ 39,572,424	$ 34,954,578	$ 4,617,846

As of June 30, 2023, the City had total assets of $1,065,418 in a City Retirees Health Fund. Cash in the Retirees Health Fund is transferred to CERBT periodically.

Deferred Inflows and Outflows of Resources
At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between actual and expected experience	$ 588,608	$ 3,525,969
Difference between actual and expected earnings	3,068,853	-
Change in assumptions	1,634,232	376,037
OPEB contribution subsequent to measurement date	2,486,026	-
Totals	$ 7,777,719	$ 3,902,006

Of the total amount reported as deferred outflows of resources related to OPEB, $2,486,026 resulting from City contributions subsequent to the measurement date and before the end of the fiscal year will be included as a reduction of the net OPEB liability in the year ended June 30, 2024.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,	
2024	$ 339,911
2025	327,277
2026	56,603
2027	1,370,284
2028	(377,896)
Thereafter	(326,492)
Total	$ 1,389,687

OPEB Expense

The following summarizes the OPEB expense by source during the year ended June 30, 2023:

Service cost	$ 1,318,411
Interest in TOL	2,602,649
Expected investment income	(2,522,708)
Actuarial adjustments	(1,334,738)
Difference between actual and expected experience	(561,081)
Difference between actual and expected earnings	548,029
Change in assumptions	322,562
Administrative expenses	15,516
OPEB Expense	**$ 388,640**

The following summarizes changes in the net OPEB liability as reconciled to OPEB expense during the year ended June 30, 2023:

Net OPEB liability ending	$ 4,617,846
Net OPEB liability beginning	(234,348)
Change in net OPEB liability	4,383,498
Changes in deferred outflows	(6,174,809)
Changes in deferred inflows	(306,075)
Employer contributions and implicit subsidy	2,486,026
OPEB Expense	**$ 388,640**

Sensitivity to Changes in the Discount Rate

The net OPEB liability of the City, as well as what the City's net OPEB liability would have been if calculated using a discount rate with one percentage point lower and one percentage point higher, is as follows:

	Discount Rate		
	(1% Decrease)	**6.25%**	**(1% Increase)**
Net OPEB Liability (Asset)	$ 9,437,642	$ 4,617,846	$ 596,064

Sensitivity to Changes in the Healthcare Cost Trend Rates

The net OPEB liability of the City, as well as what the City's net OPEB liability would have been if it were calculated using healthcare cost trend rates one percentage point lower and one percentage point higher than current healthcare cost trend rates, is as follows:

	Trend Rate		
	(1% Decrease)	**Current**	**(1% Increase)**
Net OPEB Liability (Asset)	$ 2,219,198	$ 4,617,846	$ 6,800,231

NOTE 13 - COMMITMENTS AND CONTINGENCIES

A. Commitments

The City had the following significant unexpended contractual commitments as of June 30, 2023:

Project Name	Original Commitment	Commitment Remaining
Construction Inspection Services	$ 675,000	$ 492,085
Lenslock Service and Cameras	615,781	369,468
Pavement Rehabilitation	313,500	199,711
Rocklin Road @ Pacific Street Roundabout	5,755,604	102,275
Rocklin Road/SCB	1,800,000	243,678
Whitney Park Phase II Asphalt Pump Track	67,300	47,785
Aguilar Road Improvements	722,747	507,511
Sewerline Upgrade	50,500	3,994
Stormwater Pipe Replacement	990,570	10,851
SCB WIDENING	134,500	110,289
Annual Road Maintenance	828,575	692,865
Springview Area Road Resurfacing	495,787	298,889
Springview Drive Pipe Replacement	395,392	169,278
Mountaingate Reconstruction for CIP	1,259,043	78,652
I-80 Westbound Auxiliary Lane	2,675,000	2,668,866
SWRA Trails for CIP	828,830	147,946
Bike Pump Track for CIP	67,300	47,785
Council Chambers Reconfiguration	86,135	86,083
City Hall Office Space Remodel	32,500	8,473
Police Men's Locker Rooms	114,734	8,154
Police Dept Steel Beam/Amphitheater Wood Beam	76,684	76,684
Project	101,200	101,200
Totals	$ 18,086,682	$ 6,472,522

B. Lawsuits

The City is presently involved in certain matters of litigation that have arisen in the normal course of conducting City business. Based upon consultation with the City Attorney, these cases, in aggregate, are not expected to result in a material adverse financial impact on the City. Additionally, City management believes that the City's insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

C. Federal, State and County Grant Programs (Contingencies)

The City participates in a number of Federal, State and County programs that are fully or partially funded by grants received from other governmental units. Expenditures financed by grants are subject to audit by the appropriate grantor government. If expenditures are disallowed due to noncompliance with grantor program regulations, the City may be required to reimburse the grantor government. As of June 30, 2023, some amounts of grant expenditures have not been audited, but the City believes that disallowed

expenditures, if any, based on subsequent audits will not have a material effect on any individual governmental funds or the overall financial condition of the City.

NOTE 14 - SPECIAL TAX ASSESSMENT DISTRICTS

The Mello-Roos Community Facilities Act of 1982 (Mello-Roos Act) allows establishment of Community Facilities Districts (CFD). Under the Mello-Roos Act, special taxes are levied by CFDs to provide services such as police and fire protection, and to finance infrastructure improvements. The City of Rocklin has established CFDs that have issued bonds and levied taxes under the Mello-Roos Act. The City is not liable for repayment of these bonds and acts only as an agent for the property owners/bond holders in collecting and forwarding the special taxes. The assets held by the City on behalf of these districts and related liabilities are recorded in Custodial funds. Special taxes have also been levied under the Mello-Roos Act to pay for services provided by CFD's No. 1, No. 5, and No. 6. The activities of these CFDs are accounted for in Special Revenue funds, which are presented in the City's Basic Financial Statements.

The Landscaping and Lighting Act of 1972 (Lighting Act) allows local government agencies to form Landscape and Lighting Districts for the purpose of financing the costs and expenses of landscaping and lighting public areas. The City has formed two districts which levy special assessments under the Lighting Act: Lighting Maintenance District No.1 and Landscaping and Lighting Maintenance District No. 2. The activities of these districts are accounted for in Special Revenue funds and are included in the City's Basic Financial Statements. The disclosures in Note 13 include those required by California Government Code section 50075.1.

The following table presents the balances of the various district bonds as of June 30, 2023:

Community Facilities District Bonds	Balance June 30, 2023
CFD No. 6 - Sunset West Drainage	$ 228,923
CFD No. 8 - Sunset West Park Drive	592,448
CFD No. 9 - Sunset West/Blue Oaks	705,435
CFD No. 10 - 2015 Whitney Ranch	19,915,000
CFD No. 10 - 2019 Whitney Ranch	15,580,000
CFD No. 10 - 2022 Whitney Ranch	13,605,000
CFD No. 11 - Sierra College Interchange	4,090,000
Total CFD Bonds	$ 54,716,806

Community Facilities District No. 1 Special Tax

Community Facilities District No. 1 was formed in 1986 to provide fire protection and suppression services and ambulance and paramedic services to various developments within the City of Rocklin. These services are provided by the City of Rocklin Fire Department. The cost for these services is born by the City and partially offset by the special tax levied on parcels within the district. As such, district expenditures are primarily a reimbursement to the City. For fiscal year 2023, revenues were $2,268,807 and reimbursement expenditures were $2,268,807. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand. There were no active projects during the fiscal year.

Community Facilities District No. 3 Bonds

Community Facilities District No. 3 was formed in 1990 to issue bonds for street related improvements and projects, such as the construction of roadways, storm drainage facilities, sanitary sewer facilities, water

lines, and gas lines. The district's improvements and projects have been completed. For fiscal year 2023, revenues were $417 with no expenditures. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 5 Special Tax
Community Facilities District No. 5 was formed in 1996 to fund the operation and maintenance of street and parkway lights, streetscapes, open space, and parks in various developments within the City of Rocklin. For fiscal year 2023, revenues were $6,808,220 and expenditures were $5,542,644. The primary source of revenues is special taxes and expenditures are for operating costs such as payroll, maintenance, professional services, and utilities. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand. There were no active projects during the fiscal year.

Community Facilities District No. 6 Bonds
Community Facilities District No. 6 was formed in 1998 to issue bonds for installation, construction, and acquisition of drainage facilities and open space. The district's improvements and projects have been completed. For fiscal year 2023, revenues were $84,677 and expenditures were $92,059. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 6 Special Tax
A special tax has been levied to fund the operation and maintenance of the open space and storm drainage facilities of Community Facilities District No. 6. For fiscal year 2023, revenues were $359,592 and expenditures were $342,672. The primary source of revenue is special taxes and expenditures are for operating costs such as payroll, maintenance and professional services. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand. There were no active projects during the fiscal year.

Community Facilities District No. 7 Bonds
Community Facilities District No. 7 was formed in 1997 to issue bonds for the construction and acquisition of a highway interchange and connectors to provide access between Blue Oaks Blvd. and Highway 65. The district's improvements and projects have been completed. For fiscal year 2023, revenues were $2,156 and expenditures were $250,489. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 8 Bonds
Community Facilities District No. 8 was formed in 1998 to issue bonds for the construction, acquisition, and widening of portions of Park Dr. and Blue Oaks Blvd. and the installation of backbone utility infrastructure within the same area. The district's improvements and projects have been completed. For fiscal year 2023, revenues were $207,372 and expenditures were $219,383. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 9 Bonds
Community Facilities District No. 9 was formed in 1998 to issue bonds for the construction, acquisition, and widening of portions of Lone Tree, Blue Oaks, and West Oaks Boulevards and installation of traffic control lights. The district's improvements and projects have been completed. For fiscal year 2023, revenues were $243,948 and expenditures were $258,998. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year,

the excess expenditures are paid with cash on hand.

Community Facilities District No. 10 Bonds
Community Facilities District No. 10 was formed in 2005 to issue bonds for the construction of transportation, wastewater system, drainage, and landscaping facilities and other public improvements for development within the Whitney Ranch District. During fiscal year 2016, $27.09 million in special tax bonds were issued to refund the original bonds and provide $5.85 million for additional improvements. During fiscal year 2019, $17.828 million in special tax bonds were issued to finance the acquisition of public facilities. During fiscal year 2022, $13.605 million in special tax bonds were issued to finance the acquisition of public facilities. For fiscal year 2023, revenues were $3,446,838 and expenditures were $4,032,092. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Community Facilities District No. 11 Bonds
Community Facilities District No. 11 was formed in 2006 to issue bonds for the construction of a new interchange on Interstate 80 at Sierra College Blvd. This project has been completed. For fiscal year 2023, revenues were $618,298 and expenditures were $577,800. The primary source of revenues is special taxes and expenditures are for activities related to debt service. If expenditures exceed revenues in a fiscal year, the excess expenditures are paid with cash on hand.

Lighting Maintenance District No. 1
Lighting Maintenance District No. 1 was formed in 1979 to provide maintenance of streetlights and safety lighting throughout various portions of the City of Rocklin. During the fiscal year, 1,600 streetlights, 20 traffic signals, 3 flashing lights, and safety lighting was maintained. For fiscal year 2023, revenues were $252,348 and expenditures were $252,348. The primary source of revenues is special assessments and expenditures are primarily for payroll, maintenance, professional services, and utilities. There were no active projects during the fiscal year.

Landscaping and Lighting Maintenance District No. 2
Landscaping and Lighting Maintenance District No. 2 was formed in 1996 to provide maintenance of streetlights, safety lighting, and roadway landscaping throughout various portions of the City of Rocklin. During the fiscal year, 2,900 streetlights, 52 traffic signals, 63 irrigation timers for roadway landscaping and safety lighting was maintained. For fiscal year 2023, revenues were $2,614,827 and expenditures were $2,544,476. The primary source of revenues is special assessments and expenditures are primarily for payroll, maintenance, professional services, and utilities. There was a Traffic Signal Study project during the fiscal year.

Park Development and Maintenance Tax
The Park Development and Maintenance Tax was enacted in 1998, reenacted in 2009, and reenacted in 2019, to provide development, installation, servicing, maintenance, repair and operation of parks in the City of Rocklin. From fiscal year 2010 through 2023, there have been no projects funded by the tax. The tax revenue has been primarily used for payroll, professional services and utilities in connection with park maintenance and operation.

The table below presents historical park tax revenues and related expenditures for the last five fiscal years. Expenditures in excess of park tax revenues are paid from general fund.

Year Ended June 30,	Park Tax Revenue	Expenditures	Revenue Over (Under) Expenditures
2019	$ 581,089	$ 1,969,053	$ (1,387,964)
2020	612,175	2,413,143	(1,800,968)
2021	627,285	2,466,342	(1,839,057)
2022	637,420	2,518,471	(1,881,051)
2023	653,165	2,740,169	(2,087,004)
Total	$ 3,111,134	$ 12,107,178	$ (8,996,044)

NOTE 15 - SUCCESSOR AGENCY TRUST (FORMER ROCKLIN REDEVELOPMENT AGENCY)

Pursuant to Assembly Bills 1X26 and 1484 ("the Bills"), all redevelopment agencies in the State of California were dissolved on February 1, 2012. The Bills authorized certain local agencies, such as a city or county, to become the Successor Agency. On January 1, 2012, the City Council elected to become the Successor Agency for the former Rocklin Redevelopment Agency. The Successor Agency is responsible for winding down the affairs of the former redevelopment agency, which includes making payments due for enforceable obligations and disposition of the assets of the former redevelopment agency. Examples of enforceable obligations include payments to contractors, bond debt service payments, and loan payments. The Successor Agency has an oversight board that supervises its work. The Oversight Board is comprised of representatives of the local agencies that serve the redevelopment project areas within the County.

Successor agencies are only allocated revenue in the amount necessary to pay the enforceable obligations of the former redevelopment agency. The agency will only receive this revenue until all enforceable obligations have been paid in full and all assets have been liquidated. The assets and activities of the dissolved redevelopment agency are reported in a fiduciary fund (private purpose trust fund) in the financial statements of the City.

On December 10, 2013, by resolution, the City Council elected to assume responsibility for performing the housing functions of the former Rocklin Redevelopment Agency. All housing assets were transferred from the Successor Agency Housing Fund to the City of Rocklin. The housing assets previously accounted for as a private' purpose trust fund are now accounted for as a special revenue fund in the City's financial statements.

Successor Agency Noncurrent Liabilities

The following is a summary of changes in long-term liabilities for governmental activities for the year ended June 30, 2023:

Description	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
General Long-Term Debt:					
2018 Refunding Tax Allocation Bonds	$ 16,850,000	$ -	$ 750,000	$ 16,100,000	$ 790,000
Amortized Premium:					
2018 Refunding Tax Allocation Bonds	1,686,246	-	105,390	1,580,856	105,390
Total Noncurrent Liabilities	$ 18,536,246	$ -	$ 855,390	$ 17,680,856	$ 895,390

2018 Tax Allocation Refunding Bonds

During fiscal year 2019, the Successor Agency issued the Series 2018 Tax Allocation Bonds totaling $19,175,000, at a premium of $2,107,808, to defease and redeem all amounts under the 2002 Tax Allocation Bonds, 2005 Tax Allocation Bonds, and 2007 Tax Allocation Bonds. The bonds are secured by a pledge of, and lien on, and repaid from property tax revenues deposited with respect to the Project Area from time to time in the Redevelopment Property Tax Trust Fund established and held by the Placer County Auditor-Controller. If an event of default has occurred under the Indenture and is continuing, the Trustee may, or, if requested in writing by the owners of a majority in aggregate principal amount of the Bonds then outstanding, the Trustee shall, (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture or in the Bonds to the contrary notwithstanding, and (b) the Trustee shall, subject to the provisions of the Indenture, exercise any other remedies available to the Trustee and the Bond Owners in law or at equity. The term of the bonds is 19 years. Interest rates on the bonds range from 3% to 5%. Principal payments ranging from $630,000 to $1,470,000 are payable annually on September 1st and interest payments ranging from $11,813 to $440,363 were payable semi-annually on March 1st and September 1st, through September 1, 2037. The aggregate debt service savings was $4,742,243 from this refunding and the loss on defeasance was $289,857.

The following summarizes the Successor Agency's future debt service obligations:

Year Ending June 30,	Principal	Interest	Total
2024	$ 790,000	$ 739,475	$ 1,529,475
2025	835,000	698,850	1,533,850
2026	870,000	656,225	1,526,225
2027	915,000	611,600	1,526,600
2028	955,000	564,850	1,519,850
2029-2033	5,575,000	2,034,751	7,609,751
2034-2038	6,160,000	561,687	6,721,687
Total	$ 16,100,000	$ 5,867,438	$ 21,967,438

ROCKLIN
CALIFORNIA

REQUIRED SUPPLEMENTARY INFORMATION

City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
General Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 47,122,500	$ 47,272,500	$ 48,498,630	$ 1,226,130
Licenses and permits	3,498,200	3,498,200	3,378,389	(119,811)
Fines and forfeitures	132,100	132,100	195,898	63,798
Intergovernmental	546,600	600,800	920,203	319,403
Charges for services	2,185,800	2,268,800	2,337,942	69,142
Use of money and property	1,233,800	1,333,800	1,731,137	397,337
Contributions and donations	2,289,000	2,289,000	6,420,533	4,131,533
Other revenues	402,800	462,800	557,262	94,462
Total Revenues	57,410,800	57,858,000	64,039,994	6,181,994
EXPENDITURES				
Current:				
General government	13,931,400	19,821,090	17,178,373	2,642,717
Public safety	32,196,300	32,299,100	32,367,589	(68,489)
Public services	4,060,400	4,127,880	3,585,599	542,281
Parks and recreation	4,727,600	5,023,800	4,911,681	112,119
Community development	5,342,300	5,342,300	4,502,655	839,645
Capital outlay	4,349,000	5,141,900	5,938,387	(796,487)
Debt service:				
Principal retirement	-	-	8,403	(8,403)
Interest and fiscal charges	-	-	9,492	(9,492)
Total Expenditures	64,607,000	71,756,070	68,502,179	3,253,891
Excess (Deficiency) of Revenues over Expenditures	(7,196,200)	(13,898,070)	(4,462,185)	9,435,885
OTHER FINANCING SOURCES (USES)				
Transfers in	5,458,000	12,296,730	12,651,314	354,584
Transfers out	(11,600)	(2,007,600)	(2,007,442)	158
Total Other Financing Sources (Uses)	5,446,400	10,289,130	10,643,872	354,742
Net Change in Fund Balances	(1,749,800)	(3,608,940)	6,181,687	9,790,627
Fund Balances Beginning	48,038,469	48,038,469	48,038,469	-
Fund Balances Ending	$ 46,288,669	$ 44,429,529	$ 54,220,156	$ 9,790,627

The City's legal budget authority is by the fund level.

City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
SB325 Sales Tax
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 4,647,500	$ 4,647,500	$ 5,586,487	$ 938,987
Intergovernmental	594,300	594,300	668,251	73,951
Use of money and property	5,000	5,000	83,399	78,399
Total Revenues	5,246,800	5,246,800	6,338,137	1,091,337
EXPENDITURES				
Current:				
General government	23,200	23,200	28,766	(5,566)
Public services	2,556,700	2,770,000	2,347,637	422,363
Capital outlay	1,360,000	2,071,500	1,419,832	651,668
Total Expenditures	3,939,900	4,864,700	3,796,306	1,068,394
Excess (Deficiency) of Revenues over Expenditures	1,306,900	382,100	2,541,831	2,159,731
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(438,900)	(438,900)	(504,633)	(65,733)
Total Other Financing Sources (Uses)	(438,900)	(438,900)	(504,633)	(65,733)
Net Change in Fund Balances	868,000	(56,800)	2,037,198	2,093,998
Fund Balances Beginning	4,631,388	4,631,388	4,631,388	-
Fund Balances Ending	$ 5,499,388	$ 4,574,588	$ 6,668,586	$ 2,093,998

The City's legal budget authority is by the fund level.

City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Low and Moderate Income Housing Asset Fund
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Use of money and property	$ 9,900	$ 9,900	$ 1,606,868	$ 1,596,968
Total Revenues	9,900	9,900	1,606,868	1,596,968
EXPENDITURES				
Current:				
General government	-	3,600	-	3,600
Community development	1,690,000	1,694,400	147,966	1,546,434
Total Expenditures	1,690,000	1,698,000	147,966	1,550,034
Excess (Deficiency) of Revenues over Expenditures	(1,680,100)	(1,688,100)	1,458,902	3,147,002
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(150,000)	(150,000)	(153,500)	(3,500)
Total Other Financing Sources (Uses)	(150,000)	(150,000)	(153,500)	(3,500)
Net Change in Fund Balances	(1,830,100)	(1,838,100)	1,305,402	3,143,502
Fund Balances Beginning	11,835,516	11,835,516	11,835,516	-
Fund Balances Ending	$10,005,416	$ 9,997,416	$13,140,918	$ 3,143,502

The City's legal budget authority is by the fund level.

City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Streets Grants
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental	$ 4,527,700	$ 5,703,400	$ 4,861,077	$ (842,323)
Total Revenues	4,527,700	5,703,400	4,861,077	(842,323)
EXPENDITURES				
Capital outlay	4,527,700	5,703,400	4,292,929	1,410,471
Total Expenditures	4,527,700	5,703,400	4,292,929	1,410,471
Excess (Deficiency) of Revenues over Expenditures	-	-	568,148	568,148
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	568,148	568,148
Fund Balances Beginning	(1,460,266)	(1,460,266)	(1,460,266)	-
Fund Balances Ending	$ (1,460,266)	$ (1,460,266)	$ (892,118)	$ 568,148

The City's legal budget authority is by the fund level.

City of Rocklin
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
American Rescue Plan Act
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental	$ -	$ 9,899,730	$ 6,838,730	$ (3,061,000)
Total Revenues	-	9,899,730	6,838,730	(3,061,000)
EXPENDITURES				
Current:				
General government	-	2,839,100	-	2,839,100
Public services	-	38,000	-	38,000
Total Expenditures	-	2,877,100	-	2,877,100
Excess (Deficiency) of Revenues over Expenditures	-	7,022,630	6,838,730	(183,900)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	(7,022,630)	(6,838,730)	183,900
Total Other Financing Sources (Uses)	-	(7,022,630)	(6,838,730)	183,900
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ -	$ -

The City's legal budget authority is by the fund level.

City of Rocklin
Schedule of Pension Contributions (GASB 68)
June 30, 2023

Miscellaneous Plan	2015	2016	2017	2018	2019	2020	2021	2022	2023
Contractually Required Contributions (Actuarially Determined)	$ 1,733,315	$ 1,796,306	$ 2,019,082	$ 2,128,089	$ 2,245,112	$ 2,525,776	$ 2,743,889	$ 3,090,721	$ 4,653,126
Contributions in Relation to Actuarially Determined Contributions	2,685,315	1,796,306	3,691,282	2,523,306	2,863,892	2,915,971	6,432,032	3,090,721	4,653,126
Contribution Deficiency (Excess)	(952,000)	-	(1,672,200)	(395,217)	(618,780)	(390,195)	(3,688,143)	-	-
Covered Employee Payroll	**$ 9,856,574**	**$ 10,608,255**	**$ 10,273,081**	**$ 11,211,773**	**$ 11,276,404**	**$ 11,546,463**	**$ 11,597,699**	**$11,404,973**	**$ 11,558,710**
Contributions as a Percentage of Covered Payroll	**27.24%**	**16.93%**	**35.93%**	**22.51%**	**25.40%**	**25.25%**	**55.46%**	**27.10%**	**40.26%**

Safety Plan	2015	2016	2017	2018	2019	2020	2021	2021	2022
Contractually Required Contributions (Actuarially Determined)	$ 2,228,200	$ 2,561,660	$ 2,623,619	$ 2,825,491	$ 3,012,461	$ 3,501,382	$ 3,990,103	$ 4,280,173	$ 4,786,119
Contributions in Relation to Actuarially Determined Contributions	2,228,200	2,561,660	2,623,619	2,837,597	3,089,436	3,501,382	4,143,874	4,280,173	4,786,119
Contribution Deficiency (Excess)	-	-	-	(12,106)	(76,975)	-	(153,771)	-	-
Covered Employee Payroll	**$ 8,344,457**	**$ 9,191,925**	**$ 9,200,222**	**$ 10,029,811**	**$ 10,838,835**	**$ 11,354,811**	**$ 11,888,369**	**$11,720,404**	**$ 13,126,407**
Contributions as a Percentage of Covered Payroll	**26.70%**	**27.87%**	**28.52%**	**28.29%**	**28.50%**	**30.84%**	**34.86%**	**36.52%**	**36.46%**

Notes to Schedule:

Valuation Date: June 30, 2021

Assumptions Used: Entry Age Method used for Actuarial Cost Method
Level Percentage of Payroll and Direct Rate Smoothing
3.8 Years Remaining Amortization Period
Inflation Assumed at 2.3%
Investment Rate of Returns set at 6.9%
The mortality table was developed based on CalPERS-specific data. The rates incorporate Generational Mortality to capture ongoing morality
improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021

Fiscal year 2015 was the first year of implementation, therefore only nine years are shown.
The CalPERS discount rate was increased from 7.5% to 7.65% in FY 2016, decreased from 7.15% in FY2018 and 6.9% in FY2023.
The CalPERS mortality assumptions was adjusted in fiscal year 2023.

City of Rocklin

Schedule of Changes in Net Pension Liabilities, Net Pension Liabilities and Proportionate Shares (GASB 68)

June 30, 2023

Miscellaneous Plan (Agent-Multi Employer)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Total Pension liability									
Service cost	$ 1,502,398	$ 1,453,844	$ 1,558,565	$ 1,668,040	$ 1,838,731	$ 1,837,828	$ 1,864,754	$ 1,848,673	$ 1,848,673
Interest	4,540,630	4,835,092	5,163,328	5,444,560	5,748,392	6,162,322	6,546,678	6,862,818	6,862,818
Diff. bet. expected and actual exper.	-	(1,262,496)	-	4,723,245	(507,928)	-	-	-	-
Changes of assumptions	-	251,382	655,412	130,415	764,300	1,694,787	1,147,218	184,084	184,084
Benefit payments	(2,184,035)	(2,507,060)	(2,905,028)	(3,049,139)	(3,360,693)	(3,623,752)	(3,946,715)	(4,385,151)	(4,385,151)
Net change in Total Pension Liability	3,858,993	2,770,762	4,472,277	8,917,121	4,482,802	6,071,185	5,611,935	4,510,424	4,510,424
Total Pension Liability - beginning	60,882,549	64,741,542	67,512,304	71,984,581	80,901,702	85,384,504	91,455,689	97,067,624	101,578,048
Total Pension Liability - ending	$64,741,542	$ 67,512,304	$ 71,984,581	$80,901,702	$ 85,384,504	$ 91,455,689	$ 97,067,624	$101,578,048	$106,088,472
Plan fiduciary net position									
Employer contributions	$ 1,521,604	$ 2,685,315	$ 1,796,306	$ 3,691,282	$ 2,523,306	$ 2,863,892	$ 2,915,971	$ 6,432,032	$ 6,432,032
Employee contributions	714,896	729,001	739,091	759,805	867,085	974,104	991,487	986,233	986,233
Net investment income	7,102,833	1,095,538	289,358	5,590,957	4,804,549	4,033,001	3,289,827	16,024,892	16,024,892
Benefit payments	(2,184,035)	(2,507,060)	(2,905,028)	(3,049,139)	(3,360,693)	(3,623,752)	(3,946,715)	(4,385,151)	(4,385,151)
Net plan to plan resource movement	-	49	-	-	(141)	-	-	-	-
Administrative expense	-	(56,265)	(30,457)	(73,620)	(88,483)	(43,788)	(92,429)	(68,649)	(68,649)
Other misc income (expense)	-	-	-	-	(168,031)	141	-	-	-
Net change in plan fiduciary net position	7,155,298	1,946,578	(110,730)	6,919,285	4,577,592	4,203,598	3,158,141	18,989,357	18,989,357
Plan fiduciary net position - beginning	40,872,391	48,027,689	49,974,267	49,863,537	56,782,822	61,360,414	65,564,012	68,722,153	87,711,510
Plan fiduciary net position - ending	$48,027,689	$ 49,974,267	$ 49,863,537	$56,782,822	$ 61,360,414	$ 65,564,012	$ 68,722,153	$ 87,711,510	$106,700,867
Net Pension Liability (NPL)	$16,713,853	$ 17,538,037	$ 22,121,044	$24,118,880	$ 24,024,090	$ 25,891,677	$ 28,345,471	$ 13,866,538	$ (612,395)
Plan fiduciary net position as a percentage of the total Pension liability	74.18%	74.02%	69.27%	70.19%	71.86%	71.69%	70.80%	86.35%	100.58%
Covered payroll	$ 9,826,020	$ 9,856,574	$ 10,608,255	$10,273,081	$ 11,211,773	$ 11,276,404	$ 11,546,463	$ 11,597,699	$ 11,597,699
NPL as a percentage of covered payroll	170.10%	177.93%	208.53%	234.78%	214.28%	229.61%	245.49%	119.56%	-5.28%

Safety Plan (Cost Sharing)	2015	2016	2017	2018	2019	2020	2021	2021	2022
Proportion of Net Pension Liability	0.21478%	0.22348%	0.23212%	0.23783%	0.24676%	0.25436%	0.26798%	0.27662%	0.30279%
Proportionate Share of Net Pension Liability	$13,364,737	$ 15,339,447	$ 20,085,433	$23,586,276	$ 23,778,037	$ 26,063,854	$ 29,157,726	$ 14,960,301	$ 34,974,880
Covered Payroll	$ 8,397,700	$ 8,344,457	$ 9,191,925	$ 9,200,222	$ 10,029,811	$ 10,838,835	$ 11,354,811	$ 11,888,369	$ 11,720,404
Proportionate Share of Net Pension Liability as a % of Covered Payroll	**159.15%**	**183.83%**	**218.51%**	**256.37%**	**237.07%**	**240.47%**	**256.79%**	**125.84%**	**298.41%**
Plan Fiduciary's Net Position as a percentage of the Total Pension Liability	**81.42%**	**80.28%**	**74.06%**	**73.31%**	**75.26%**	**75.26%**	**75.10%**	**88.29%**	**76.68%**

Notes to Schedule:

Fiscal year 2015 was the first year of implementation, therefore only nine years are shown.
The CalPERS discount rate was increased from 7.5% to 7.65% in FY 2016, decreased from 7.15% in FY2018 and 6.9% in FY2023.
The CalPERS mortality assumptions was adjusted in fiscal year 2023.

City of Rocklin
Retiree Health Benefits
Schedule of Contributions for Other Postemployment Benefits
June 30, 2023

Fiscal Year Ended	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**
Actuarially determined contribution (ADC)	$ 3,621,000	$ 3,026,000	$ 3,010,383	$ 2,099,000	$ 2,149,878	$ 2,269,000
Less: actual contribution in relation to ADC	(2,122,778)	(6,431,202)	(9,666,208)	(4,913,942)	(2,167,712)	(2,486,026)
Contribution deficiency (excess)	$ 1,498,222	$ (3,405,202)	$ (6,655,825)	$ (2,814,942)	$ (17,835)	$ (217,026)
Covered employee payroll	$ 21,465,000	$ 25,692,000	$ 24,916,556	$ 25,979,504	$ 26,758,889	$ 26,674,230
Contrib. as a % of covered employee payroll	9.89%	25.03%	38.79%	18.91%	8.10%	9.32%

Notes to Schedule:

Assumptions and Methods

Valuation Date:	June 30, 2022
Measurement Date:	June 30, 2022
Actuarial Cost Method:	Entry-Age Normal, Level % of pay
Amortization Period:	10 years
Asset Valuation Method:	Investment gains and losses spread over 5-year rolling period
Actuarial Assumptions:	
Discount Rate	6.25%
Inflation	2.50%
Salary Increases	2.75%
Healthcare Trend Rate	Non-Medicare - 8.5% for 2024, decreasing to an ultimate rate of 3.45% in 2076 Medicare (Non-Kaiser) - 7.5% for 2024, decreasing to an ultimate rate of 3.45% in 2076 Medicare (Kaiser) - 6.25% for 2024, decreasing to an ultimate rate of 3.45% in 2076
Investment Rate of Return	6.25%, Net of OPEB plan investment expenses, including inflation
Mortality	CalPERS 2000-2019 Experience Study
Retirement	Actives and Retirees currently covered: 100% Actives currently waived: 80% Retirees currently Waived: 10% elect at 65 Unrepresented & Hourly: 60%

Other Notes

GASB 75 requires a schedule of contributions for the last ten fiscal years, or for as many years as are available if less than ten years are available. GASB 75 was adopted as of June 30, 2018.

Changes in benefit terms: change of Miscellaneous Monthly City Cap from $1,093 to $1,200 in FY18.

Changes of assumptions: mortality improvement scale was updated to Scale MP-2018; Medical Plan at Retirement; Dependent Participation in FY18. Mortality improvement scale was updated to Scale MP-2019 in FY19. Mortality improvement scale was updated to Scale MP-2021 in FY23.

The following changes were made in FY23:
1) The discount rate was decreased .5%
2) Inflation was decreased .25%
3) Payroll growth was decreased .25%

Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year in which contributions are reported.

Contributions were not based on a measure of pay.

City of Rocklin
Retiree Health Benefits
Schedule of Changes in Net OPEB Liability
June 30, 2023

Fiscal Year Ended	2018	2019	2020	2021	2022	2023
Total OPEB liability						
Service cost	$ 1,097,000	$ 1,130,000	$ 1,317,810	$ 1,256,156	$ 1,347,227	$ 1,318,411
Interest	2,054,000	2,162,000	2,362,150	2,434,371	2,561,898	2,602,649
Changes of benefit terms	-	713,000	-	-	-	-
Differences between expected and actual experience	-	(458,000)	(602,200)	1,053,296	-	(3,709,136)
Changes of assumptions	-	909,000	(84,459)	(610,672)	-	117,734
Benefit payments	(1,550,000)	(1,617,000)	(1,748,000)	(1,975,408)	(1,264,905)	(2,162,422)
Actuarial adjustments	-	-	-	-	-	806,924
Net change in Total OPEB Liability	1,601,000	2,839,000	1,245,301	2,157,743	2,644,220	(1,025,840)
Total OPEB Liability - beginning	30,111,000	31,712,000	34,551,000	35,796,301	37,954,044	40,598,264
Total OPEB Liability - ending	$ 31,712,000	$ 34,551,000	$ 35,796,301	$ 37,954,044	$ 40,598,264	$ 39,572,424
Plan fiduciary net position						
Employer contributions	$ 4,704,600	$ 2,122,778	$ 8,183,202	$ 9,666,208	$ 4,039,433	$ 2,167,712
Net investment income	836,000	983,000	933,060	508,197	8,266,821	(5,403,647)
Benefit payments	(1,550,000)	(1,617,000)	(1,748,000)	(1,975,408)	(1,264,905)	(2,162,422)
Administrative expense	(4,000)	(23,000)	(7,159)	(16,353)	(16,958)	(15,516)
Net change in plan fiduciary net position	3,986,600	1,465,778	7,361,103	8,182,644	11,024,391	(5,409,338)
Plan fiduciary net position - beginning	8,343,400	12,330,000	13,795,778	21,156,881	29,339,525	40,363,916
Plan fiduciary net position - ending	$ 12,330,000	$ 13,795,778	$ 21,156,881	$ 29,339,525	$ 40,363,916	$ 34,954,578
Net OPEB liability (asset)	$ 19,382,000	20,755,222	14,639,420	8,614,519	234,348	4,617,846
Plan fiduciary net position as a percentage of the total OPEB liability	38.88%	39.93%	59.10%	77.30%	99.42%	88.33%
Covered Employee Payroll	$ 21,865,000	$ 21,465,000	$ 25,692,000	$ 24,916,556	$ 25,979,504	$ 25,960,321
Net OPEB liability as a percentage of covered employee payroll	88.64%	96.69%	56.98%	34.57%	0.90%	17.79%
Total OPEB liability as a percentage of covered employee payroll	145.04%	160.96%	139.33%	152.32%	156.27%	152.43%

Other Notes

GASB 75 requires a schedule of contributions for the last ten fiscal years, or for as many years as are available if less than ten years are available. GASB 75 was adopted as of June 30, 2018.

Changes in benefit terms: change of Miscellaneous Monthly City Cap from $1,093 to $1,200 in FY18.

Changes of assumptions: mortality improvement scale was updated to Scale MP-2018; Medical Plan at Retirement; Dependent Participation in FY18. Mortality improvement scale was updated to Scale MP-2019 in FY19. Mortality improvement scale was updated to Scale MP-2021 in FY23.

The following changes were made in FY23:
1) The discount rate was decreased .5%
2) Inflation was decreased .25%
3) Payroll growth was decreased .25%

Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year in which contributions are reported.

Contributions were not based on a measure of pay.

Actuarially determined contribution rates are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported.

Contributions were not based on a measure of pay.

ROCKLIN
CALIFORNIA

SUPPLEMENTARY INFORMATION

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City of Rocklin
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Total Special Revenue Funds	Total Capital Projects Funds	Total Permanent Funds	Debt Service Funds	Total Nonmajor Governmental Funds	
					2023	2022
ASSETS						
Cash and investments	$14,571,770	$10,569,355	$ -	$ 7,200	$25,148,325	$18,939,414
Restricted cash and investments	156,556	-	508,479	1,595,184	2,260,219	2,747,056
Receivables:						
Taxes	718,763	-	-	-	718,763	545,667
Intergovernmental	1,079,787	-	-	-	1,079,787	687,607
Other receivables	1,449	-	-	-	1,449	1,449
Prepaid items	578	-	-	-	578	-
Loans receivable	318,986	-	-	-	318,986	318,986
Total assets	$16,847,889	$10,569,355	$ 508,479	$ 1,602,384	$29,528,107	$23,240,179
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES						
Liabilities:						
Accounts payable and accrued liabilities	$ 2,662,083	$ 10,686	$ -	$ -	$ 2,672,769	$ 1,226,957
Due to other funds	575,092	130,646	-	-	705,738	766,619
Unearned revenues	277,964	-	-	-	277,964	114,042
Total liabilities	3,515,139	141,332	-	-	3,656,471	2,107,618
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue	581,871	-	-	-	581,871	576,501
Fund Balances:						
Nonspendable:						
Endowments	-	-	491,455	-	491,455	491,455
Restricted	13,332,748	-	17,024	1,602,384	14,952,156	9,859,180
Committed	-	10,558,669	-	-	10,558,669	10,955,544
Unassigned (Deficit)	(581,869)	(130,646)	-	-	(712,515)	(750,119)
Total fund balances	12,750,879	10,428,023	508,479	1,602,384	25,289,765	20,556,060
Total liabilities, fund balances and deferred inflows of resources	$16,847,889	$10,569,355	$ 508,479	$ 1,602,384	$29,528,107	$23,240,179

City of Rocklin

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Total Special Revenue Funds	Total Capital Projects Funds	Total Permanent Funds	Debt Service Funds	Total Nonmajor Governmental Funds	
					2023	2022
REVENUES						
Taxes and assessments	$ 16,413,785	$ 506,231	$ -	$ -	$ 16,920,016	$ 15,198,304
License and permits	16,851	18,760	-	-	35,611	129,796
Fines and forfeitures	101,111	-	-	-	101,111	146,969
Intergovernmental	1,258,537	-	-	-	1,258,537	948,885
Charges for services	-	113,022	-	-	113,022	606,080
Use of money and property	129,372	191,649	9,085	39,660	369,766	97,931
Contributions and donations	-	883,895	-	-	883,895	1,752,919
Other revenues	-	-	-	-	-	-
Total Revenues	17,919,656	1,713,557	9,085	39,660	19,681,958	18,880,884
EXPENDITURES						
Current:						
General government	222,655	-	-	2,605	225,260	223,131
Public safety	405,651	-	-	-	405,651	461,261
Public services	6,655,207	1,495,465	-	-	8,150,672	7,714,930
Parks and recreation	2,344,954	67,299	-	-	2,412,253	2,354,760
Community development	381,263	-	-	-	381,263	100,126
Capital outlay	1,502,286	64,003	-	-	1,566,289	1,453,004
Debt service:						
Principal	-	515,009	-	771,348	1,286,357	1,326,650
Interest, fiscal charges and fees	-	39,371	-	283,415	322,786	339,802
Total Expenditures	11,512,016	2,181,147	-	1,057,368	14,750,531	13,973,664
Excess (Deficiency) of Revenues over Expenditures	6,407,640	(467,590)	9,085	(1,017,708)	4,931,427	4,907,220
OTHER FINANCING SOURCES (USES)						
Settlements and recoveries	3,755,224	-	-	-	3,755,224	-
Transfers in	19,914	1,098,000	-	531,839	1,649,753	535,195
Transfers out	(4,607,403)	(984,312)	(10,984)	-	(5,602,699)	(4,796,632)
Total Other Financing Sources (Uses)	(832,265)	113,688	(10,984)	531,839	(197,722)	(4,261,437)
Net Change in Fund Balances	5,575,375	(353,902)	(1,899)	(485,869)	4,733,705	645,783
Fund Balances Beginning	7,175,504	10,781,925	510,378	2,088,253	20,556,060	19,910,277
Fund Balances Ending	$ 12,750,879	$ 10,428,023	$ 508,479	$ 1,602,384	$ 25,289,765	$ 20,556,060

NONMAJOR SPECIAL REVENUE FUNDS

Fund Title	Fund Description
Gas Tax	Accounts for funds received and expended for construction and street maintenance purposes as defined in Sections 2105, 2106, 2107, and 2107.5 of the California Streets and Highways Code.
SB325 Sales Tax	Accounts for sales tax revenue collected in accordance with Senate Bill 325 to be used for repair and maintenance of streets.
SB1 Road Maintenance and Rehab. Act	Accounts for funds received and expended for City road maintenance projects in accordance with Senate Bill 1, Chapter 5, Statutes of 2017.
Bicycle and Pedestrian Facilities	Accounts for grants received for bicycle and pedestrian facility purposes.
Low Carbon Transit Operations Program Fund	To provide assistance for transit agencies to reduce greenhouse gas emission and improve mobility.
Recreation Facilities Contributions	Accounts for revenues received for recreation facilities construction and improvements.
Lighting Maintenance District No. 1	Accounts for funds received to maintain and operate the respective lighting district.
Landscaping and Lighting Maintenance District No. 2	Accounts for funds received to maintain and operate the respective landscaping and lighting district.
Park Development and Maintenance Tax Fund	Enacted in 1998, and reenacted in 2009, to provide development, installation, servicing, maintenance, repair and operation of parks in the City of Rocklin.
Community Facilities District No. 1	Accounts for revenues to be used for respective community facilities district's operations for fire protection services.
Community Facilities District No. 5	Accounts for revenues to be used for respective community facilities district's operations and maintenance.
Community Facilities District No. 6	Accounts for revenues to be used for respective community facilities district's operations and maintenance.
Housing Rehabilitation	Accounts for funds received for the City's housing rehabilitation programs.
Asset Forfeiture	Accounts for funds received on forfeited assets to be used for Police services.
Traffic Safety/PD Grants	Accounts for funds received for traffic safety programs and police grants.
CASp Certification and Training Fund	Assembly Bill 1379, effective January 1, 2018, increased the SB1186 fee charged to all business licenses to increase to $4 and required the fee to be deposited into its own fund. The City retains 90% for Certified Access Specialist program training, and remits 10% to the State.
CDBG HUD Entitlement	Accounts for entitlement grants and expenditures from CDBG federal awards.
DOF CARES Act	Accounts for funds received from the Federal Coronavirus Aid, Relief, and Economic Security Act through the Department of Finance to be used to respond to or mitigate COVID-19.
Grants and Other Reimbursables	Accounts for grants and other reimbursable costs.
Supplemental Law Enforcement Grant	Accounts for funds received to be used for public safety purposes.
Costco Settlement	Funds are to be used in accordance with the Settlement Agreement between Costco, Town of Loomis, and City of Rocklin, dated October 2022.
OPIOID Settlement	Funds are for opioid remediation as allowed by Section VI(B)(2) of the Opioid Settlement Agreement and amendments between California cities and counties with Janssen Pharmaceuticals and its parent company Johnson & Johnson, and its distributors, dated July 21, 2021 between Costco, Town of Loomis, and City of Rocklin, dated October 2022.

City of Rocklin

Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Gas Tax	SB1 Road Maintenance & Rehab. Act	Bicycle and Pedestrian Facilities	Recreation Facilities Contributions
ASSETS				
Cash and investments	$ 664,165	$ 1,991,838	$ 70,000	$ 2,185
Restricted cash and investments	-	-	-	-
Receivables:				
Taxes	159,761	280,252	-	-
Intergovernmental	-	-	-	-
Other receivables	-	-	-	-
Prepaid items	115	-		-
Loans receivable	-	-	-	-
Total assets	824,041	2,272,090	70,000	2,185
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES				
Liabilities:				
Accounts payable and accrued liabilities	$ 135,225	$ 1,406,506	$ 70,000	$ -
Due to other funds	-	-	-	-
Unearned revenues	-	-	-	-
Total liabilities	135,225	1,406,506	70,000	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	-	-	-	-
Fund Balances:				
Restricted	688,816	865,584	-	2,185
Unassigned (Deficit)	-	-	-	-
Total fund balances	688,816	865,584	-	2,185
Total liabilities, fund balances and deferred inflows of resources	$ 824,041	$ 2,272,090	$ 70,000	$ 2,185

Continued

City of Rocklin

Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Lighting Maintenance District No. 1	Landscaping and Lighting Maintenance District No. 2	Park Development and Maintenance Tax Fund
ASSETS			
Cash and investments	$ 20,112	$ 1,606,768	$ -
Restricted cash and investments	-	-	-
Receivables:			
Taxes	12,616	128,721	32,658
Intergovernmental	-	-	-
Other receivables	-	1,340	-
Prepaid items	12	119	-
Loans receivable	-	-	-
Total assets	32,740	1,736,948	32,658
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	$ 32,740	$ 176,661	$ -
Due to other funds	-	-	32,658
Unearned revenues	-	1,340	-
Total liabilities	32,740	178,001	32,658
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	-	-
Fund Balances:			
Restricted	-	1,558,947	-
Unassigned (Deficit)	-	-	-
Total fund balances	-	1,558,947	-
Total liabilities, fund balances and deferred inflows of resources	$ 32,740	$ 1,736,948	$ 32,658

Continued

City of Rocklin

Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Facilities District No. 1	Community Facilities District No. 5	Community Facilities District No. 6
ASSETS			
Cash and investments	$ -	$ 4,966,465	$ 311,024
Restricted cash and investments	-	-	-
Receivables:			
Taxes	27,915	73,832	3,008
Intergovernmental	-	-	-
Other receivables	-	109	-
Prepaid items	-	301	24
Loans receivable	-	-	-
Total assets	27,915	5,040,707	314,056
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	$ -	$ 236,069	$ 10,158
Due to other funds	27,915	-	-
Unearned revenues	-	109	-
Total liabilities	27,915	236,178	10,158
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	-	-
Fund Balances:			
Restricted	-	4,804,529	303,898
Unassigned (Deficit)	-	-	-
Total fund balances	-	4,804,529	303,898
Total liabilities, fund balances and deferred inflows of resources	$ 27,915	$ 5,040,707	$ 314,056

Continued

City of Rocklin

Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Housing Rehabilitation	Asset Forfeiture	Traffic Safety/PD Grants
ASSETS			
Cash and investments	$ 368,865	$ 587,626	$ -
Restricted cash and investments	156,556	-	-
Receivables:			
Taxes	-	-	-
Intergovernmental	-	-	120,380
Other receivables	-	-	-
Prepaid items	-	-	7
Loans receivable	318,986	-	-
Total assets	844,407	587,626	120,387
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	$ -	$ 162,258	$ 15,698
Due to other funds	800	-	60,803
Unearned revenues	-	-	43,885
Total liabilities	800	162,258	120,386
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	-	111,525
Fund Balances:			
Restricted	843,607	425,368	-
Unassigned (Deficit)	-	-	(111,524)
Total fund balances	843,607	425,368	(111,524)
Total liabilities, fund balances and deferred inflows of resources	$ 844,407	$ 587,626	$ 120,387

Continued

City of Rocklin
Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	CASp Certification and Training Fund	CDBG HUD Entitlement	DOF CARES Act
ASSETS			
Cash and investments	$ 83,944	$ -	$ -
Restricted cash and investments	-	-	-
Receivables:			
Taxes	-	-	-
Intergovernmental	-	274,606	214,455
Other receivables	-	-	-
Prepaid items	-	-	-
Loans receivable	-	-	-
Total assets	83,944	274,606	214,455
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	$ 693	$ 201,620	$ 214,455
Due to other funds	-	72,986	-
Unearned revenues	-	-	-
Total liabilities	693	274,606	214,455
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	-	-
Fund Balances:			
Restricted	83,251	-	-
Unassigned (Deficit)	-	-	-
Total fund balances	83,251	-	-
Total liabilities, fund balances and deferred inflows of resources	$ 83,944	$ 274,606	$ 214,455

Continued

City of Rocklin

Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Grants & Other Reimbursables	Supplemental Law Enforcement Grant	Costco Settlement
ASSETS			
Cash and investments	$ -	$ -	$ 3,755,224
Restricted cash and investments	-	-	-
Receivables:			
Taxes	-	-	-
Intergovernmental	470,346	-	-
Other receivables	-	-	-
Prepaid items	-	-	-
Loans receivable	-	-	-
Total assets	470,346	-	3,755,224
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	$ -	$ -	$ -
Due to other funds	379,930	-	-
Unearned revenues	90,415	-	-
Total liabilities	470,345	-	-
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	470,346	-	-
Fund Balances:			
Restricted	-	-	3,755,224
Unassigned (Deficit)	(470,345)	-	-
Total fund balances	(470,345)	-	3,755,224
Total liabilities, fund balances and deferred inflows of resources	$ 470,346	$ -	$ 3,755,224

Continued

City of Rocklin

Combining Balance Sheet
Special Revenue Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	OPIOID Settlement	Total Special Revenue Nonmajor Governmental Funds 2023	2022
ASSETS			
Cash and investments	$ 143,554	$ 14,571,770	$ 7,786,928
Restricted cash and investments	-	156,556	155,493
Receivables:			
Taxes	-	718,763	545,667
Intergovernmental	-	1,079,787	687,607
Other receivables	-	1,449	1,449
Prepaid items	-	578	-
Loans receivable	-	318,986	318,986
Total assets	143,554	16,847,889	9,496,130
LIABILITIES, FUND BALANCES AND DEFERRED INFLOWS OF RESOURCES			
Liabilities:			
Accounts payable and accrued liabilities	$ -	$ 2,662,083	$ 1,037,083
Due to other funds	-	575,092	593,000
Unearned revenues	142,215	277,964	114,042
Total liabilities	142,215	3,515,139	1,744,125
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	581,871	576,501
Fund Balances:			
Restricted	1,339	13,332,748	7,752,004
Unassigned (Deficit)	-	(581,869)	(576,500)
Total fund balances	1,339	12,750,879	7,175,504
Total liabilities, fund balances and deferred inflows of resources	$ 143,554	$ 16,847,889	$ 9,496,130

Concluded

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Gas Tax	SB1 Road Maintenance & Rehab. Act	Bicycle and Pedestrian Facilities	Recreation Facilities Contributions
REVENUES				
Taxes and assessments	$ 1,956,165	$ 1,599,340	$ -	$ 500
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	70,000	-
Use of money and property	13,314	22,645	-	38
Total Revenues	1,969,479	1,621,985	70,000	538
EXPENDITURES				
Current:				
General government	34,742	-	-	-
Public safety	-	-	-	-
Public services	1,341,745	40,594	70,000	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	106,111	1,292,006	-	-
Total Expenditures	1,482,598	1,332,600	70,000	-
Excess (Deficiency) of Revenues over Expenditures	486,881	289,385	-	538
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-		-
Transfers in	-	-	-	-
Transfers out	(238,992)	(89,600)	-	-
Total Other Financing Sources (Uses)	(238,992)	(89,600)	-	-
Net Change in Fund Balances	247,889	199,785	-	538
Fund Balances Beginning	440,927	665,799	-	1,647
Fund Balances Ending	$ 688,816	$ 865,584	$ -	$ 2,185

Continued

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Lighting Maintenance District No. 1	Landscaping and Lighting Maintenance District No. 2	Park Development and Maintenance Tax Fund
REVENUES			
Taxes and assessments	$ 252,348	$ 2,591,555	$ 653,165
Licenses and permits	-	-	-
Fines and forfeitures	-	-	-
Intergovernmental	-	-	-
Use of money and property	-	23,268	-
Total Revenues	252,348	2,614,823	653,165
EXPENDITURES			
Current:			
General government	15,423	44,987	-
Public safety	-	-	-
Public services	236,925	2,163,776	-
Parks and recreation	-	-	6,532
Community development	-	-	-
Capital outlay	-	-	-
Total Expenditures	252,348	2,208,763	6,532
Excess (Deficiency) of Revenues over Expenditures	-	406,060	646,633
OTHER FINANCING SOURCES (USES)			
Settlements and recoveries	-	-	-
Transfers in	-	-	-
Transfers out	-	(335,713)	(646,633)
Total Other Financing Sources (Uses)	-	(335,713)	(646,633)
Net Change in Fund Balances	-	70,347	-
Fund Balances Beginning	-	1,488,600	-
Fund Balances Ending	$ -	$ 1,558,947	$ -

Continued

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Facilities District No. 1	Community Facilities District No. 5	Community Facilities District No. 6
REVENUES			
Taxes and assessments	$ 2,268,807	$ 6,737,296	$ 354,609
Licenses and permits	-	-	-
Fines and forfeitures	-	-	-
Intergovernmental	-	-	-
Use of money and property	-	62,454	4,978
Total Revenues	2,268,807	6,799,750	359,587
EXPENDITURES			
Current:			
General government	-	116,366	8,505
Public safety	22,660	-	-
Public services	-	2,330,447	289,390
Parks and recreation	-	2,338,422	-
Community development	-	-	-
Capital outlay	-	-	-
Total Expenditures	22,660	4,785,235	297,895
Excess (Deficiency) of Revenues over Expenditures	2,246,147	2,014,515	61,692
OTHER FINANCING SOURCES (USES)			
Settlements and recoveries	-	-	-
Transfers in	-	8,472	-
Transfers out	(2,246,147)	(757,409)	(44,777)
Total Other Financing Sources (Uses)	(2,246,147)	(748,937)	(44,777)
Net Change in Fund Balances	-	1,265,578	16,915
Fund Balances Beginning	-	3,538,951	286,983
Fund Balances Ending	$ -	$ 4,804,529	$ 303,898

Continued

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Housing Rehabilitation	Asset Forfeiture	Traffic Safety/PD Grants
REVENUES			
Taxes and assessments	$ -	$ -	$ -
Licenses and permits	-	-	-
Fines and forfeitures	-	101,111	-
Intergovernmental	-	-	326,634
Use of money and property	1,063	273	-
Total Revenues	1,063	101,384	326,634
EXPENDITURES			
Current:			
General government	800	-	-
Public safety	-	94,537	288,454
Public services	-	-	-
Parks and recreation	-	-	-
Community development	-	-	-
Capital outlay	-	-	30,455
Total Expenditures	800	94,537	318,909
Excess (Deficiency) of Revenues over Expenditures	263	6,847	7,725
OTHER FINANCING SOURCES (USES)			
Settlements and recoveries	-	-	-
Transfers in	-	-	11,442
Transfers out	-	-	(1,069)
Total Other Financing Sources (Uses)	-	-	10,373
Net Change in Fund Balances	263	6,847	18,098
Fund Balances Beginning	843,344	418,521	(129,622)
Fund Balances Ending	$ 843,607	$ 425,368	$ (111,524)

Continued

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	CASp Certification and Training Fund	CDBG HUD Entitlement	DOF CARES Act
REVENUES			
Taxes and assessments	$ -	$ -	$ -
Licenses and permits	16,851	-	-
Fines and forfeitures	-	-	-
Intergovernmental	-	281,972	338,611
Use of money and property	-	-	-
Total Revenues	16,851	281,972	338,611
EXPENDITURES			
Current:			
General government	832	1,000	-
Public safety	-	-	-
Public services	-	182,330	-
Parks and recreation	-	-	-
Community development	-	42,652	338,611
Capital outlay	-	-	-
Total Expenditures	832	225,982	338,611
Excess (Deficiency) of Revenues over Expenditures	16,019	55,990	-
OTHER FINANCING SOURCES (USES)			
Settlements and recoveries	-	-	-
Transfers in	-	-	-
Transfers out	-	(55,990)	-
Total Other Financing Sources (Uses)	-	(55,990)	-
Net Change in Fund Balances	16,019	-	-
Fund Balances Beginning	67,232	-	-
Fund Balances Ending	$ 83,251	$ -	$ -

Continued

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Grants & Other Reimbursables	Supplemental Law Enforcement Grant	Costco Settlement
REVENUES			
Taxes and assessments	$ -	$ -	$ -
Licenses and permits	-	-	-
Fines and forfeitures	-	-	-
Intergovernmental	60,173	181,147	-
Use of money and property	-	-	-
Total Revenues	60,173	181,147	-
EXPENDITURES			
Current:			
General government	-	-	-
Public safety	-	-	-
Public services	-	-	-
Parks and recreation	-	-	-
Community development	-	-	-
Capital outlay	73,714	-	-
Total Expenditures	73,714	-	-
Excess (Deficiency) of Revenues over Expenditures	(13,541)	181,147	-
OTHER FINANCING SOURCES (USES)			
Settlements and recoveries	-	-	3,755,224
Transfers in	-	-	-
Transfers out	(9,926)	(181,147)	-
Total Other Financing Sources (Uses)	(9,926)	(181,147)	3,755,224
Net Change in Fund Balances	(23,467)	-	3,755,224
Fund Balances Beginning	(446,878)	-	-
Fund Balances Ending	$ (470,345)	$ -	$ 3,755,224

Continued

City of Rocklin

Statement of Revenues, Expenditures, and Changes in Fund Balances
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	OPIOD Settlement	Total Special Revenue Nonmajor Governmental Funds 2023	2022
REVENUES			
Taxes and assessments	$ -	$ 16,413,785	$ 14,911,889
Licenses and permits	-	16,851	16,043
Fines and forfeitures	-	101,111	146,969
Intergovernmental	-	1,258,537	948,885
Use of money and property	1,339	129,372	30,238
Total Revenues	1,339	17,919,656	16,054,024
EXPENDITURES			
Current:			
General government	-	222,655	207,902
Public safety	-	405,651	461,261
Public services	-	6,655,207	7,495,262
Parks and recreation	-	2,344,954	2,289,889
Community development	-	381,263	100,126
Capital outlay	-	1,502,286	1,453,004
Total Expenditures	-	11,512,016	12,007,444
Excess (Deficiency) of Revenues over Expenditures	1,339	6,407,640	4,046,580
OTHER FINANCING SOURCES (USES)			
Settlements and recoveries	-	3,755,224	-
Transfers in	-	19,914	4,277
Transfers out	-	(4,607,403)	(4,215,040)
Total Other Financing Sources (Uses)	-	(832,265)	(4,210,763)
Net Change in Fund Balances	1,339	5,575,375	(164,183)
Fund Balances Beginning	-	7,175,504	7,339,687
Fund Balances Ending	$ 1,339	$ 12,750,879	$ 7,175,504

Concluded

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Gas Tax			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 2,063,900	$ 2,063,900	$ 1,956,165	$ (107,735)
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	1,700	1,700	13,314	11,614
Total Revenues	2,065,600	2,065,600	1,969,479	(96,121)
EXPENDITURES				
Current:				
General government	38,900	38,900	34,742	4,158
Public safety	-	-	-	-
Public services	1,636,700	1,636,700	1,341,745	294,955
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	453,300	453,300	106,111	347,189
Total Expenditures	2,128,900	2,128,900	1,482,598	646,302
Excess (Deficiency) of Revenues over Expenditures	(63,300)	(63,300)	486,881	550,181
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(323,300)	(323,300)	(238,992)	84,308
Total Other Financing Sources (Uses)	(323,300)	(323,300)	(238,992)	84,308
Net Change in Fund Balances	(386,600)	(386,600)	247,889	634,489
Fund Balances Beginning	440,927	440,927	440,927	-
Fund Balances Ending	$ 54,327	$ 54,327	$ 688,816	$ 634,489

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	SB1 Road Maintenance & Rehab. Act			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 1,606,300	$ 1,606,300	$ 1,599,340	$ (6,960)
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	1,100	1,100	22,645	21,545
Total Revenues	1,607,400	1,607,400	1,621,985	14,585
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	51,100	40,594	10,506
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	500,000	1,654,400	1,292,006	362,394
Total Expenditures	500,000	1,705,500	1,332,600	372,900
Excess (Deficiency) of Revenues over Expenditures	1,107,400	(98,100)	289,385	387,485
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(32,800)	(32,800)	(89,600)	(56,800)
Total Other Financing Sources (Uses)	(32,800)	(32,800)	(89,600)	(56,800)
Net Change in Fund Balances	1,074,600	(130,900)	199,785	330,685
Fund Balances Beginning	665,799	665,799	665,799	-
Fund Balances Ending	$ 1,740,399	$ 534,899	$ 865,584	$ 330,685

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Bicycle and Pedestrian Facilities			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	70,000	70,000	70,000	-
Use of money and property	-	-	-	-
Total Revenues	70,000	70,000	70,000	-
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	70,000	70,000	70,000	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	70,000	70,000	70,000	-
Excess (Deficiency) of Revenues over Expenditures	-	-	-	-
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ -	$ -

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Recreation Facilities Contributions			
	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Taxes and assessments	$ -	$ -	$ 500	$ 500
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	38	38
Total Revenues	-	-	538	538
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	-	-	538	538
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	538	538
Fund Balances Beginning	1,647	1,647	1,647	-
Fund Balances Ending	$ 1,647	$ 1,647	$ 2,185	$ 538

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Lighting Maintenance District No. 1			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 249,000	$ 249,000	$ 252,348	$ 3,348
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Total Revenues	249,000	249,000	252,348	3,348
EXPENDITURES				
Current:				
General government	17,800	17,800	15,423	2,377
Public safety	-	-	-	-
Public services	226,300	226,300	236,925	(10,625)
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	2,600	2,600	-	2,600
Total Expenditures	246,700	246,700	252,348	(5,648)
Excess (Deficiency) of Revenues over Expenditures	2,300	2,300	-	(2,300)
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(2,300)	(2,300)	-	2,300
Total Other Financing Sources (Uses)	(2,300)	(2,300)	-	2,300
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ -	$ -

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Landscaping and Lighting Maintenance District No. 2			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 2,563,000	$ 2,563,000	$ 2,591,555	$ 28,555
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	4,600	4,600	23,268	18,668
Total Revenues	2,567,600	2,567,600	2,614,823	47,223
EXPENDITURES				
Current:				
General government	47,400	47,400	44,987	2,413
Public safety	-	-	-	-
Public services	2,349,600	2,349,600	2,163,776	185,824
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	29,200	29,200	-	29,200
Total Expenditures	2,426,200	2,426,200	2,208,763	217,437
Excess (Deficiency) of Revenues over Expenditures	141,400	141,400	406,060	264,660
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(335,600)	(335,600)	(335,713)	(113)
Total Other Financing Sources (Uses)	(335,600)	(335,600)	(335,713)	(113)
Net Change in Fund Balances	(194,200)	(194,200)	70,347	264,547
Fund Balances Beginning	1,488,600	1,488,600	1,488,600	-
Fund Balances Ending	$ 1,294,400	$ 1,294,400	$ 1,558,947	$ 264,547

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Park Development and Maintenance Tax Fund			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 645,400	$ 645,400	$ 653,165	$ 7,765
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Total Revenues	645,400	645,400	653,165	7,765
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	6,500	6,500	6,532	(32)
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	6,500	6,500	6,532	(32)
Excess (Deficiency) of Revenues over Expenditures	638,900	638,900	646,633	7,733
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(638,900)	(638,900)	(646,633)	(7,733)
Total Other Financing Sources (Uses)	(638,900)	(638,900)	(646,633)	(7,733)
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ -	$ -

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Community Facilities District No. 1			
	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Taxes and assessments	$ 2,195,800	$ 2,195,800	$ 2,268,807	$ 73,007
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Total Revenues	2,195,800	2,195,800	2,268,807	73,007
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	22,000	22,000	22,660	(660)
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	22,000	22,000	22,660	(660)
Excess (Deficiency) of Revenues over Expenditures	2,173,800	2,173,800	2,246,147	72,347
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(2,173,800)	(2,173,800)	(2,246,147)	(72,347)
Total Other Financing Sources (Uses)	(2,173,800)	(2,173,800)	(2,246,147)	(72,347)
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ -	$ -

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Community Facilities District No. 5			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 6,457,800	$ 6,457,800	$ 6,737,296	$ 279,496
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	24,700	24,700	62,454	37,754
Total Revenues	6,482,500	6,482,500	6,799,750	317,250
EXPENDITURES				
Current:				
General government	119,900	119,900	116,366	3,534
Public safety	-	-	-	-
Public services	2,612,200	2,612,200	2,330,447	281,753
Parks and recreation	2,464,600	2,464,600	2,338,422	126,178
Community development	-	-	-	-
Capital outlay	57,200	94,700	-	94,700
Total Expenditures	5,253,900	5,291,400	4,785,235	506,165
Excess (Deficiency) of Revenues over Expenditures	1,228,600	1,191,100	2,014,515	823,415
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	1,200	1,200	8,472	7,272
Transfers out	(761,300)	(761,300)	(757,409)	3,891
Total Other Financing Sources (Uses)	(760,100)	(760,100)	(748,937)	11,163
Net Change in Fund Balances	468,500	431,000	1,265,578	834,578
Fund Balances Beginning	3,538,951	3,538,951	3,538,951	-
Fund Balances Ending	$ 4,007,451	$ 3,969,951	$ 4,804,529	$ 834,578

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Community Facilities District No. 6			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 351,800	$ 351,800	$ 354,609	$ 2,809
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	600	600	4,978	4,378
Total Revenues	352,400	352,400	359,587	7,187
EXPENDITURES				
Current:				
General government	10,000	10,000	8,505	1,495
Public safety	-	-	-	-
Public services	351,200	351,200	289,390	61,810
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	3,800	3,800	-	3,800
Total Expenditures	365,000	365,000	297,895	67,105
Excess (Deficiency) of Revenues over Expenditures	(12,600)	(12,600)	61,692	74,292
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(50,500)	(50,500)	(44,777)	5,723
Total Other Financing Sources (Uses)	(50,500)	(50,500)	(44,777)	5,723
Net Change in Fund Balances	(63,100)	(63,100)	16,915	80,015
Fund Balances Beginning	286,983	286,983	286,983	-
Fund Balances Ending	$ 223,883	$ 223,883	$ 303,898	$ 80,015

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Housing Rehabilitation			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	1,063	1,063
Total Revenues	-	-	1,063	1,063
EXPENDITURES				
Current:				
General government	-	-	800	(800)
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	-	-	800	(800)
Excess (Deficiency) of Revenues over Expenditures	-	-	263	263
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	263	263
Fund Balances Beginning	843,344	843,344	843,344	-
Fund Balances Ending	$ 843,344	$ 843,344	$ 843,607	$ 263

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Asset Forfeiture			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	100,000	100,000	101,111	1,111
Intergovernmental	-	-	-	-
Use of money and property	1,500	1,500	273	(1,227)
Total Revenues	101,500	101,500	101,384	(116)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	15,000	109,700	94,537	15,163
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	15,000	109,700	94,537	15,163
Excess (Deficiency) of Revenues over Expenditures	86,500	(8,200)	6,847	15,047
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	86,500	(8,200)	6,847	15,047
Fund Balances Beginning	418,521	418,521	418,521	-
Fund Balances Ending	$ 505,021	$ 410,321	$ 425,368	$ 15,047

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Traffic Safety/PD Grants			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	244,500	383,400	326,634	(56,766)
Use of money and property	-	-	-	-
Total Revenues	244,500	383,400	326,634	(56,766)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	256,100	367,500	288,454	79,046
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	27,500	30,455	(2,955)
Total Expenditures	256,100	395,000	318,909	76,091
Excess (Deficiency) of Revenues over Expenditures	(11,600)	(11,600)	7,725	19,325
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	11,600	11,600	11,442	(158)
Transfers out	-	-	(1,069)	(1,069)
Total Other Financing Sources (Uses)	11,600	11,600	10,373	(1,227)
Net Change in Fund Balances	-	-	18,098	18,098
Fund Balances Beginning	(129,622)	(129,622)	(129,622)	-
Fund Balances Ending	$ (129,622)	$ (129,622)	$ (111,524)	$ 18,098

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	CASp Certification and Training Fund			
	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	16,851	16,851
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Total Revenues	-	-	16,851	16,851
EXPENDITURES				
Current:				
General government	-	-	832	(832)
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	-	-	832	(832)
Excess (Deficiency) of Revenues over Expenditures	-	-	16,019	16,019
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	16,019	16,019
Fund Balances Beginning	67,232	67,232	67,232	-
Fund Balances Ending	$ 67,232	$ 67,232	$ 83,251	$ 16,019

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	CDBG HUD Entitlement			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	284,200	284,200	281,972	(2,228)
Use of money and property	-	-	-	-
Total Revenues	284,200	284,200	281,972	(2,228)
EXPENDITURES				
Current:				
General government	1,000	1,000	1,000	-
Public safety	-	-	-	-
Public services	184,800	184,800	182,330	2,470
Parks and recreation	-	-	-	-
Community development	42,600	42,600	42,652	(52)
Capital outlay	-	-	-	-
Total Expenditures	228,400	228,400	225,982	2,418
Excess (Deficiency) of Revenues over Expenditures	55,800	55,800	55,990	190
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(55,800)	(55,800)	(55,990)	(190)
Total Other Financing Sources (Uses)	(55,800)	(55,800)	(55,990)	(190)
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ -	$ -

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	DOF CARES Act			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	229,300	405,800	338,611	(67,189)
Use of money and property	-	-	-	-
Total Revenues	229,300	405,800	338,611	(67,189)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	229,300	405,800	338,611	67,189
Capital outlay	-	-	-	-
Total Expenditures	229,300	405,800	338,611	67,189
Excess (Deficiency) of Revenues over Expenditures	-	-	-	-
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ -	$ -

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Grants & Other Reimbursable			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	100,300	591,000	60,173	(530,827)
Use of money and property	-	-	-	-
Total Revenues	100,300	591,000	60,173	(530,827)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	43,900	73,714	(29,814)
Total Expenditures	-	43,900	73,714	(29,814)
Excess (Deficiency) of Revenues over Expenditures	100,300	547,100	(13,541)	(560,641)
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(100,300)	(100,300)	(9,926)	90,374
Total Other Financing Sources (Uses)	(100,300)	(100,300)	(9,926)	90,374
Net Change in Fund Balances	-	446,800	(23,467)	(470,267)
Fund Balances Beginning	(446,878)	(446,878)	(446,878)	-
Fund Balances Ending	$ (446,878)	$ (78)	$ (470,345)	$ (470,267)

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Supplemental Law Enforcement Grant			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	183,800	183,800	181,147	(2,653)
Use of money and property	-	-	-	-
Total Revenues	183,800	183,800	181,147	(2,653)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	183,800	183,800	181,147	(2,653)
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(183,800)	(183,800)	(181,147)	2,653
Total Other Financing Sources (Uses)	(183,800)	(183,800)	(181,147)	2,653
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ -	$ -

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Costco Settlement			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	-	-
Total Revenues	-	-	-	-
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	-	-	-	-
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	3,755,224	3,755,224
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	3,755,224	3,755,224
Net Change in Fund Balances	-	-	3,755,224	3,755,224
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ 3,755,224	$ 3,755,224

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Special Revenue Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	OPIOID Settlement			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	-	-	1,339	1,339
Total Revenues	-	-	1,339	1,339
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	-	-	1,339	1,339
OTHER FINANCING SOURCES (USES)				
Settlements and recoveries	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	1,339	1,339
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ 1,339	$ 1,339

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NONMAJOR CAPITAL PROJECTS FUNDS

Fund Title	Fund Description
Park Development Fees	Accounts for funds expended on City park projects and improvements.
Community Park Fees	Accounts for funds collected and expended for City park land and improvements.
Capital Construction Tax	Accounts for the capital construction tax that is used for the expansion of facilities to serve new developments within the City.
Oak Tree Mitigation Fees	Accounts for funds collected for Oak Tree preservation activities including land acquisition and oak tree planting, acquisition, and maintenance.
Whitney Ranch Trunk Sewer Project	Accounts for impact fees to fund the sewer trunk line upgrade.
North West Rocklin Community Park Fee	Developers in the North West Rocklin area are required to pay impact fees, which can only be used to fund community parks in the North West Rocklin area (Whitney Ranch Park).
Public Facilities Impact Fees	This fund accounts for impact fees used to fund expansion of public facilities to serve new development within the City.
Rocklin Public Financing Authority Capital Projects	Accounts for Rocklin Public Financing Authority capital projects funded by bond proceeds.
Trails Impact Fees	This fund accounts for impact fees used to construct additional trails to reduce the impacts caused by new development within the City.
Community Center Impact Fee	This fund accounts for impact fees used for new or additions to existing community recreation center facilities.
Whitney Ranch Interchange Fees	This fund accounts for impact fees used to develop Highway 65 interchanges in the Whitney Ranch area.

City of Rocklin

Combining Balance Sheet
Capital Projects Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Park Development Fees	Community Park Fees	Capital Construction Tax	Oak Tree Mitigation Fees
ASSETS				
Cash and investments	$ 844,167	$ -	$ 6,075,704	$ 139,998
Total assets	$ 844,167	$ -	$ 6,075,704	$ 139,998
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	$ -	$ -	$ -	$ 10,686
Due to other funds	-	130,646	-	-
Total liabilities	-	130,646	-	10,686
Fund Balances:				
Committed	844,167	-	6,075,704	129,312
Unassigned (Deficit)	-	(130,646)	-	-
Total fund balances	844,167	(130,646)	6,075,704	129,312
Total liabilities and fund balances	$ 844,167	$ -	$ 6,075,704	$ 139,998

Continued

City of Rocklin
Combining Balance Sheet
Capital Projects Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Whitney Ranch Trunk Sewer Project	North West Rocklin Community Park Fees	Public Facilities Impact Fees	Trail Impact Fees
ASSETS				
Cash and investments	$ -	$ 964,797	$ 1,021,684	$ 853
Total assets	$ -	$ 964,797	$ 1,021,684	$ 853
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	$ -	$ -	$ -	$ -
Due to other funds	-	-	-	-
Total liabilities	-	-	-	-
Fund Balances:				
Committed	-	964,797	1,021,684	853
Unassigned (Deficit)	-	-	-	-
Total fund balances	-	964,797	1,021,684	853
Total liabilities and fund balances	$ -	$ 964,797	$ 1,021,684	$ 853

Continued

City of Rocklin

Combining Balance Sheet
Capital Projects Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Center Impact Fees	Whitney Ranch Interchange Fees	Total Capital Projects Nonmajor Governmental Funds	
			2023	2022
ASSETS				
Cash and investments	$ 3,703	$ 1,518,449	$ 10,569,355	$ 11,145,418
Total assets	$ 3,703	$ 1,518,449	$ 10,569,355	$ 11,145,418
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	$ -	$ -	$ 10,686	$ 189,874
Due to other funds	-	-	130,646	173,619
Total liabilities	-	-	141,332	363,493
Fund Balances:				
Committed	3,703	1,518,449	10,558,669	10,955,544
Unassigned (Deficit)	-	-	(130,646)	(173,619)
Total fund balances	3,703	1,518,449	10,428,023	10,781,925
Total liabilities and fund balances	$ 3,703	$ 1,518,449	$ 10,569,355	$ 11,145,418

Concluded

City of Rocklin

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Park Development Fees	Community Park Fees	Capital Construction Tax	Oak Tree Mitigation Fees
REVENUES				
Taxes and assessments	$ 337,314	$ 120,820	$ -	$ 48,097
Licenses and permits	-	-	-	-
Charges for services	-	-	-	-
Use of money and property	14,107	-	107,606	5,892
Contributions and donations	-	-	883,895	-
Total Revenues	351,421	120,820	991,501	53,989
EXPENDITURES				
Current:				
General government	-	-	-	-
Public services	-	-	-	75,383
Parks and recreation	-	-	-	67,299
Capital outlay	44,488	-	-	-
Debt service:				
Principal	209,561	65,454	-	239,994
Interest and fiscal charges	8,375	5,555	-	9,591
Total Expenditures	262,424	71,009	-	392,267
Excess (Deficiency) of Revenues over Expenditures	88,997	49,811	991,501	(338,278)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(6,464)	(6,838)	(531,840)	(23,449)
Total Other Financing Sources (Uses)	(6,464)	(6,838)	(531,840)	(23,449)
Net Change in Fund Balances	82,533	42,973	459,661	(361,727)
Fund Balances Beginning	761,634	(173,619)	5,616,043	491,039
Fund Balances Ending	$ 844,167	$ (130,646)	$ 6,075,704	$ 129,312

Continued

City of Rocklin

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Whitney Ranch Trunk Sewer Project	North West Rocklin Community Park Fees	Public Facilities Impact Fees	Trail Impact Fees
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	18,760	-	-	-
Charges for services	-	10,290	54,640	852
Use of money and property	-	17,865	18,760	1
Contributions and donations	-	-	-	-
Total Revenues	18,760	28,155	73,400	853
EXPENDITURES				
Current:				
General government	-	-	-	-
Public services	1,323,282	-	96,800	-
Parks and recreation	-	-	-	-
Capital outlay	-	19,515	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	15,850	-	-	-
Total Expenditures	1,339,132	19,515	96,800	-
Excess (Deficiency) of Revenues over Expenditures	(1,320,372)	8,640	(23,400)	853
OTHER FINANCING SOURCES (USES)				
Transfers in	1,098,000	-	-	-
Transfers out	(398,564)	-	(17,157)	-
Total Other Financing Sources (Uses)	699,436	-	(17,157)	-
Net Change in Fund Balances	(620,936)	8,640	(40,557)	853
Fund Balances Beginning	620,936	956,157	1,062,241	-
Fund Balances Ending	$ -	$ 964,797	$ 1,021,684	$ 853

Continued

City of Rocklin

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Center Impact Fees	Whitney Ranch Interchange Fees	Total Capital Projects Nonmajor Governmental Funds 2023	2022
REVENUES				
Taxes and assessments	$ -	$ -	$ 506,231	$ 286,415
Licenses and permits	-	-	18,760	113,753
Charges for services	3,700	43,540	113,022	606,080
Use of money and property	3	27,415	191,649	25,008
Contributions and donations	-	-	883,895	1,752,919
Total Revenues	3,703	70,955	1,713,557	2,784,175
EXPENDITURES				
Current:				
General government	-	-	-	12,659
Public services	-	-	1,495,465	219,668
Parks and recreation	-	-	67,299	64,871
Capital outlay	-	-	64,003	-
Debt service:				
Principal	-	-	515,009	504,938
Interest and fiscal charges	-	-	39,371	31,094
Total Expenditures	-	-	2,181,147	833,230
Excess (Deficiency) of Revenues over Expenditures	3,703	70,955	(467,590)	1,950,945
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	1,098,000	-
Transfers out	-	-	(984,312)	(578,031)
Total Other Financing Sources (Uses)	-	-	113,688	(578,031)
Net Change in Fund Balances	3,703	70,955	(353,902)	1,372,914
Fund Balances Beginning	-	1,447,494	10,781,925	9,409,011
Fund Balances Ending	$ 3,703	$ 1,518,449	$ 10,428,023	$ 10,781,925

Concluded

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Park Development Fees			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 703,100	$ 703,100	$ 337,314	$ (365,786)
Licenses and permits	-	-	-	-
Intergovernmental revenues	43,000	43,000	-	(43,000)
Charges for services	-	-	-	-
Use of money and property	2,200	2,200	14,107	11,907
Contributions and donations	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	748,300	748,300	351,421	(396,879)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	43,000	43,000	-	43,000
Capital outlay	-	44,000	44,488	(488)
Debt service:				
Principal	209,600	209,600	209,561	39
Interest and fiscal charges	8,400	8,400	8,375	25
Total Expenditures	261,000	305,000	262,424	42,576
Excess (Deficiency) of Revenues over Expenditures	487,300	443,300	88,997	(354,303)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(6,464)	(6,464)
Total Other Financing Sources (Uses)	-	-	(6,464)	(6,464)
Net Change in Fund Balances	487,300	443,300	82,533	(360,767)
Fund Balances Beginning	761,634	761,634	761,634	-
Fund Balances Ending	$ 1,248,934	$ 1,204,934	$ 844,167	$ (360,767)

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Community Park Fees			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 186,500	$ 186,500	$ 120,820	$ (65,680)
Licenses and permits	-	-	-	-
Intergovernmental revenues	-	-	-	-
Charges for services	-	-	-	-
Use of money and property	-	-	-	-
Contributions and donations	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	186,500	186,500	120,820	(65,680)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	65,500	65,500	65,454	46
Interest and fiscal charges	2,700	2,700	5,555	(2,855)
Total Expenditures	68,200	68,200	71,009	(2,809)
Excess (Deficiency) of Revenues over Expenditures	118,300	118,300	49,811	(68,489)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(12,500)	(12,500)	(6,838)	5,662
Total Other Financing Sources (Uses)	(12,500)	(12,500)	(6,838)	5,662
Net Change in Fund Balances	105,800	105,800	42,973	(62,827)
Fund Balances Beginning	(173,619)	(173,619)	(173,619)	-
Fund Balances Ending	$ (67,819)	$ (67,819)	$ (130,646)	$ (62,827)

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Capital Construction Tax			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental revenues	-	-	-	-
Charges for services	-	-	-	-
Use of money and property	11,500	11,500	107,606	96,106
Contributions and donations	1,946,800	1,946,800	883,895	(1,062,905)
Other revenues	-	-	-	-
Total Revenues	1,958,300	1,958,300	991,501	(966,799)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	15,000	-	15,000
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Capital outlay	136,300	136,300	-	136,300
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	136,300	151,300	-	151,300
Excess (Deficiency) of Revenues over Expenditures	1,822,000	1,807,000	991,501	(815,499)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(532,400)	(532,400)	(531,840)	560
Total Other Financing Sources (Uses)	(532,400)	(532,400)	(531,840)	560
Net Change in Fund Balances	1,289,600	1,274,600	459,661	(814,939)
Fund Balances Beginning	5,616,043	5,616,043	5,616,043	-
Fund Balances Ending	$ 6,905,643	$ 6,890,643	$ 6,075,704	$ (814,939)

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Oak Tree Mitigation Fees			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 250,000	$ 250,000	$ 48,097	$ (201,903)
Licenses and permits	-	-	-	-
Intergovernmental revenues	-	-	-	-
Charges for services	-	-	-	-
Use of money and property	1,800	1,800	5,892	4,092
Contributions and donations	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	251,800	251,800	53,989	(197,811)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	79,000	79,000	75,383	3,617
Parks and recreation	74,000	74,000	67,299	6,701
Capital outlay	-	-	-	-
Debt service:				
Principal	240,000	240,000	239,994	6
Interest and fiscal charges	9,600	9,600	9,591	9
Total Expenditures	402,600	402,600	392,267	10,333
Excess (Deficiency) of Revenues over Expenditures	(150,800)	(150,800)	(338,278)	(187,478)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(11,100)	(11,100)	(23,449)	(12,349)
Total Other Financing Sources (Uses)	(11,100)	(11,100)	(23,449)	(12,349)
Net Change in Fund Balances	(161,900)	(161,900)	(361,727)	(199,827)
Fund Balances Beginning	491,039	491,039	491,039	-
Fund Balances Ending	$ 329,139	$ 329,139	$ 129,312	$ (199,827)

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Whitney Ranch Trunk Sewer Project			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	93,000	93,000	18,760	(74,240)
Intergovernmental revenues	-	-	-	-
Charges for services	-	-	-	-
Use of money and property	300	300	-	(300)
Contributions and donations	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	93,300	93,300	18,760	(74,540)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	1,750,100	1,323,282	426,818
Parks and recreation	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	15,850	(15,850)
Total Expenditures	-	1,750,100	1,339,132	410,968
Excess (Deficiency) of Revenues over Expenditures	93,300	(1,656,800)	(1,320,372)	336,428
OTHER FINANCING SOURCES (USES)				
Transfers in	-	1,098,000	1,098,000	-
Transfers out	-	-	(398,564)	(398,564)
Total Other Financing Sources (Uses)	-	1,098,000	699,436	(398,564)
Net Change in Fund Balances	93,300	(558,800)	(620,936)	(62,136)
Fund Balances Beginning	620,936	620,936	620,936	-
Fund Balances Ending	$ 714,236	$ 62,136	$ -	$ (62,136)

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	North West Rocklin Community Park Fees			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental revenues	-	-	-	-
Charges for services	470,500	470,500	10,290	(460,210)
Use of money and property	3,600	3,600	17,865	14,265
Contributions and donations	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	474,100	474,100	28,155	(445,945)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Capital outlay	920,000	920,000	19,515	900,485
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	920,000	920,000	19,515	900,485
Excess (Deficiency) of Revenues over Expenditures	(445,900)	(445,900)	8,640	454,540
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(445,900)	(445,900)	8,640	454,540
Fund Balances Beginning	956,157	956,157	956,157	-
Fund Balances Ending	$ 510,257	$ 510,257	$ 964,797	$ 454,540

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Public Facilities Impact Fees			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental revenues	-	-	-	-
Charges for services	216,300	216,300	54,640	(161,660)
Use of money and property	2,600	2,600	18,760	16,160
Contributions and donations	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	218,900	218,900	73,400	(145,500)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	111,300	96,800	14,500
Parks and recreation	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	111,300	96,800	14,500
Excess (Deficiency) of Revenues over Expenditures	218,900	107,600	(23,400)	(131,000)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(10,200)	(10,200)	(17,157)	(6,957)
Total Other Financing Sources (Uses)	(10,200)	(10,200)	(17,157)	(6,957)
Net Change in Fund Balances	208,700	97,400	(40,557)	(137,957)
Fund Balances Beginning	1,062,241	1,062,241	1,062,241	-
Fund Balances Ending	$ 1,270,941	$ 1,159,641	$ 1,021,684	$ (137,957)

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Trail Impact Fees			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental revenues	-	-	-	-
Charges for services	-	-	852	852
Use of money and property	-	-	1	1
Contributions and donations	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	-	-	853	853
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	-	-	853	853
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	853	853
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ 853	$ 853

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Community Center Impact Fees			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental revenues	-	-	-	-
Charges for services	-	-	3,700	3,700
Use of money and property	-	-	3	3
Contributions and donations	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	-	-	3,703	3,703
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	-	-	3,703	3,703
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	3,703	3,703
Fund Balances Beginning	-	-	-	-
Fund Balances Ending	$ -	$ -	$ 3,703	$ 3,703

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Capital Projects Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Whitney Ranch Interchange Fees			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental revenues	-	-	-	-
Charges for services	190,800	190,800	43,540	(147,260)
Use of money and property	4,400	4,400	27,415	23,015
Contributions and donations	-	-	-	-
Other revenues	-	-	-	-
Total Revenues	195,200	195,200	70,955	(124,245)
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Public services	-	-	-	-
Parks and recreation	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	195,200	195,200	70,955	(124,245)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	195,200	195,200	70,955	(124,245)
Fund Balances Beginning	1,447,494	1,447,494	1,447,494	-
Fund Balances Ending	$ 1,642,694	$ 1,642,694	$ 1,518,449	$ (124,245)

Concluded

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances

Budget and Actual (GAAP Basis) - Capital Projects Major Governmental Fund

Traffic Circulation Impact Fee Fund

For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes and assessments	$ 2,414,200	$ 2,414,200	$ 675,895	$ (1,738,305)
Intergovernmental revenues	502,500	502,500	502,511	11
Use of money and property	72,000	72,000	301,608	229,608
Total Revenues	2,988,700	2,988,700	1,480,014	(1,508,686)
EXPENDITURES				
Current:				
Community development	427,700	427,700	1,307	426,393
Capital outlay	30,000	30,000	805	29,195
Total Expenditures	457,700	457,700	2,112	455,588
Excess (Deficiency) of Revenues over Expenditures	2,531,000	2,531,000	1,477,902	(1,053,098)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(114,900)	(114,900)	(38,563)	76,337
Total Other Financing Sources (Uses)	(114,900)	(114,900)	(38,563)	76,337
Net Change in Fund Balances	2,416,100	2,416,100	1,439,339	(976,761)
Fund Balances Beginning	15,979,920	15,979,920	15,979,920	-
Fund Balances Ending	$ 18,396,020	$ 18,396,020	$ 17,419,259	$ (976,761)

City of Rocklin

Schedule of Revenues, Expenditures, and
Changes in Fund Balances
Budget and Actual (GAAP Basis) - Capital Projects Major Governmental Fund
Community Facilities District No. 10 Projects
For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Use of money and property	$ -	$ -	$ 87,968	$ 87,968
Contributions from Community Facilities Districts	-	-	-	-
Contributions and donations	-	-	-	-
Other revenues	-	-	8,238	8,238
Total Revenues	-	-	96,206	96,206
EXPENDITURES				
Current:				
Capital outlay	-	-	13,096,206	(13,096,206)
Total Expenditures	-	-	13,096,206	(13,096,206)
Excess (Deficiency) of Revenues over Expenditures	-	-	(13,000,000)	(13,000,000)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	(13,000,000)	(13,000,000)
Fund Balances Beginning	-	-	13,000,000	13,000,000
Fund Balances Ending	$ -	$ -	$ -	$ -

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NONMAJOR PERMANENT FUNDS

Fund Title	Fund Description
Wetlands Maintenance	Accounts for a $38,000 required endowment from which the income will fund ongoing maintenance of the wetlands on a single lot parcel in Stanford Ranch Phase III.
Conservation Easement Endowment	Accounts for a $453,455 required endowment from which the income will fund initial Preserve Area maintenance and operations.

City of Rocklin
Combining Balance Sheet
Permanent Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Wetlands Maintenance	Conservation Easement Endowment	Total Permanent Nonmajor Governmental Funds	
			2023	2022
ASSETS				
Restricted cash and investments	$ 55,024	$ 453,455	$ 508,479	$ 510,378
Total assets	$ 55,024	$ 453,455	$ 508,479	$ 510,378
FUND BALANCES				
Nonspendable endowments	$ 38,000	$ 453,455	$ 491,455	$ 491,455
Restricted	17,024	-	17,024	18,923
Total fund balances	$ 55,024	$ 453,455	$ 508,479	$ 510,378

City of Rocklin
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Permanent Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Wetlands Maintenance	Conservation Easement Endowment	Total Permanent Nonmajor Governmental Funds 2023	2022
REVENUES				
Use of money and property	$ 613	$ 8,472	$ 9,085	$ (7,851)
Total Revenues	613	8,472	9,085	(7,851)
EXPENDITURES				
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	613	8,472	9,085	(7,851)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(2,512)	(8,472)	(10,984)	(3,561)
Total Other Financing Sources (Uses)	(2,512)	(8,472)	(10,984)	(3,561)
Net Change in Fund Balances	(1,899)	-	(1,899)	(11,412)
Fund Balances Beginning	56,923	453,455	510,378	521,790
Fund Balances Ending	$ 55,024	$ 453,455	$ 508,479	$ 510,378

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Permanent Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Wetlands Maintenance			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Use of money and property	$ 1,600	$ 1,600	$ 613	$ (987)
Total Revenues	1,600	1,600	613	(987)
EXPENDITURES				
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	1,600	1,600	613	(987)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(2,500)	(2,500)	(2,512)	(12)
Total Other Financing Sources (Uses)	(2,500)	(2,500)	(2,512)	(12)
Net Change in Fund Balances	(900)	(900)	(1,899)	(999)
Fund Balances Beginning	56,923	56,923	56,923	-
Fund Balances Ending	$ 56,023	$ 56,023	$ 55,024	$ (999)

Continued

City of Rocklin

Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Permanent Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Conservation Easement Endowment			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Use of money and property	$ 1,200	$ 1,200	$ 8,472	$ 7,272
Total Revenues	1,200	1,200	8,472	7,272
EXPENDITURES				
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	1,200	1,200	8,472	7,272
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(1,200)	(1,200)	(8,472)	(7,272)
Total Other Financing Sources (Uses)	(1,200)	(1,200)	(8,472)	(7,272)
Net Change in Fund Balances	-	-	-	-
Fund Balances Beginning	453,455	453,455	453,455	-
Fund Balances Ending	$ 453,455	$ 453,455	$ 453,455	$ -

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NONMAJOR DEBT SERVICE FUNDS

Fund Title	Fund Description
Capital Construction Debt Service Fund	Accounts for the debt service related to City capital projects.
Rocklin Public Financing Authority Debt Service Fund	Accounts for the debt service of the Rocklin Public Financing Authority.

City of Rocklin
Combining Balance Sheet
Debt Service Nonmajor Governmental Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Capital Construction Debt Service Fund	Rocklin Public Financing Authority Debt Service Fund	Total Debt Service Funds	
			2023	2022
ASSETS				
Cash and investments	$ -	$ 7,200	$ 7,200	$ 7,068
Restricted cash and investments	185	1,594,999	1,595,184	2,081,185
Total assets	$ 185	$ 1,602,199	$ 1,602,384	$ 2,088,253
FUND BALANCES				
Restricted	$ 185	$ 1,602,199	$ 1,602,384	$ 2,088,253
Total fund balances	$ 185	$ 1,602,199	$ 1,602,384	$ 2,088,253

City of Rocklin

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Debt Service Nonmajor Governmental Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Capital Construction Debt Service Fund	Rocklin Public Financing Authority Debt Service Fund	Total Debt Service Funds	
			2023	2022
REVENUES				
Use of money and property	$ 420	$ 39,240	$ 39,660	$ 50,536
Total Revenues	420	39,240	39,660	50,536
EXPENDITURES				
Current:				
General government	2,605	-	2,605	2,570
Debt service:				
Principal	285,000	486,348	771,348	821,712
Interest, fiscal charges and fees	244,475	38,940	283,415	308,708
Total Expenditures	532,080	525,288	1,057,368	1,132,990
Excess (Deficiency) of Revenues over Expenditures	(531,660)	(486,048)	(1,017,708)	(1,082,454)
OTHER FINANCING SOURCES (USES)				
Transfers in	531,839	-	531,839	530,918
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	531,839	-	531,839	530,918
Net Change in Fund Balances	179	(486,048)	(485,869)	(551,536)
Fund Balances Beginning	6	2,088,247	2,088,253	2,639,789
Fund Balances Ending	$ 185	$ 1,602,199	$ 1,602,384	$ 2,088,253

City of Rocklin
Schedule of Revenues, Expenditures, and and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Debt Service Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Capital Construction Debt Service Fund			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Use of money and property	$ -	$ -	$ 420	$ 420
Total Revenues	-	-	420	420
EXPENDITURES				
Current:				
General government	-	-	2,605	(2,605)
Debt service:				
Principal retirement	285,000	285,000	285,000	-
Interest and fiscal charges	244,500	244,500	244,475	25
Total Expenditures	529,500	529,500	532,080	(2,580)
Excess (Deficiency) of Revenues over Expenditures	(529,500)	(529,500)	(531,660)	(2,160)
OTHER FINANCING SOURCES (USES)				
Transfers in	532,400	532,400	531,839	(561)
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	532,400	532,400	531,839	(561)
Net Change in Fund Balances	2,900	2,900	179	(2,721)
Fund Balances Beginning	6	6	6	-
Fund Balances Ending	$ 2,906	$ 2,906	$ 185	$ (2,721)

Continued

City of Rocklin
Schedule of Revenues, Expenditures, and and Changes in Fund Balances
Budget and Actual (GAAP Basis)
Debt Service Nonmajor Governmental Funds
For the Year Ended June 30, 2023

	Rocklin Public Financing Authority Debt Service Fund			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Use of money and property	$ 39,000	$ 39,000	$ 39,240	$ 240
Total Revenues	39,000	39,000	39,240	240
EXPENDITURES				
Current:				
General government	-	-	-	-
Debt service:				
Principal retirement	486,400	486,400	486,348	52
Interest and fiscal charges	39,000	39,000	38,940	60
Total Expenditures	525,400	525,400	525,288	112
Excess (Deficiency) of Revenues over Expenditures	(486,400)	(486,400)	(486,048)	352
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(486,400)	(486,400)	(486,048)	352
Fund Balances Beginning	2,088,247	2,088,247	2,088,247	-
Fund Balances Ending	$ 1,601,847	$ 1,601,847	$ 1,602,199	$ 352

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INTERNAL SERVICE FUNDS

Fund Title	Fund Description
Fleet Management Internal Service Fund	To account for the cost of maintenance of all City vehicles and hold resources to offset future replacement costs.
Risk Management Internal Service Fund	To account for and finance the risk management functions for the City, which includes: general liability, workers compensation, property damage, dental, vision, and other insurance expenditures and to hold resources for Self-Insured Losses and Disaster Contingency.

City of Rocklin
Statement of Net Position
Internal Service Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Fleet Management Internal Service Fund	Risk Management Internal Service Fund	Total Internal Service Funds 2023	Total Internal Service Funds 2022
ASSETS				
Current assets:				
Cash and investments	$ 5,986,902	$ 7,733,510	$ 13,720,412	$ 12,037,919
Accounts receivable	-	-	-	319
Inventory and other	50,567	-	50,567	47,606
Total current assets	6,037,469	7,733,510	13,770,979	12,085,844
Non-current assets:				
Capital assets - net	6,063,575	-	6,063,575	6,632,544
Total assets	$ 12,101,044	$ 7,733,510	$ 19,834,554	$ 18,718,388
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	$ 48,832	$ 21,953	$ 70,785	$ 86,314
Claims payable	-	145,345	145,345	237,446
Compensated absences	10,475	-	10,475	13,683
Total current liabilities	59,307	167,298	226,605	337,443
Non-current liabilities:				
Claims payable	-	2,327,282	2,327,282	2,595,484
Compensated absences	1,233	-	1,233	1,055
Total non-current liabilities	1,233	2,327,282	2,328,515	2,596,539
Total liabilities	$ 60,540	$ 2,494,580	$ 2,555,120	$ 2,933,982
NET POSITION				
Net Investment in capital assets	$ 6,063,575	$ -	$ 6,063,575	$ 6,632,544
Unrestricted	5,976,929	5,238,930	11,215,859	9,151,862
Total net position	$ 12,040,504	$ 5,238,930	$ 17,279,434	$ 15,784,406

City of Rocklin
Statement of Revenues, Expenses and Changes in Fund Net Position
Internal Service Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Fleet Management Internal Service Fund	Risk Management Internal Service Fund	Total Internal Service Funds 2023	Total Internal Service Funds 2022
OPERATING REVENUES				
Charges for services	$ 2,732,704	3,178,970	$ 5,911,674	$ 5,875,186
Intergovernmental	2,804	-	2,804	128,166
Other revenue	11,047	-	11,047	26,598
Total operating revenues	2,746,555	3,178,970	5,925,525	6,029,950
OPERATING EXPENSES				
Salaries and benefits	496,659	1,769,722	2,266,381	2,819,760
Services and supplies	1,236,164	1,318,312	2,554,476	2,322,174
Depreciation	1,003,751	-	1,003,751	957,993
Total operating expenses	2,736,574	3,088,034	5,824,608	6,099,927
Operating income (loss)	9,981	90,936	100,917	(69,977)
NONOPERATING REVENUES (EXPENSES)				
Gain (loss) on sale of assets	11,000	-	11,000	117,860
Investment earnings	89,632	46,384	136,016	16,126
Total nonoperating revenues (expenses)	100,632	46,384	147,016	133,986
Income (loss) before operating transfers	110,613	137,320	247,933	64,009
Transfers in	898,000	-	898,000	-
Transfers out	(53,500)	-	(53,500)	(48,300)
Income (loss) before capital contributions	955,113	137,320	1,092,433	15,709
Capital contributions	402,595	-	402,595	1,770,472
Change in net position	1,357,708	137,320	1,495,028	1,786,181
Total net position - beginning	10,682,796	5,101,610	15,784,406	13,998,225
Total net position - ending	$ 12,040,504	$ 5,238,930	$ 17,279,434	$ 15,784,406

City of Rocklin
Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Fleet Management Internal Service Fund	Risk Management Internal Service Fund	Total Internal Service Funds 2023	Total Internal Service Funds 2022
Cash flows from operating activities:				
Receipts from interfund services provided	$ 2,733,023	$ 3,178,970	$ 5,911,993	$ 5,890,417
Other receipts	13,851	-	13,851	154,764
Payments to suppliers for goods and services	(1,268,659)	(1,658,729)	(2,927,388)	(1,660,227)
Payments to employees for services	(505,570)	(1,769,722)	(2,275,292)	(2,819,838)
Net cash provided (used) by operating activities	972,645	(249,481)	723,164	1,565,116
Cash flows from noncapital financing activities:				
Interfund transactions	844,500	-	844,500	(48,300)
Net cash provided (used) by noncapital financing activities	844,500	-	844,500	(48,300)
Cash flows from capital financing activities:				
Purchases (sales) of capital assets - net	(423,782)	-	(423,782)	(1,885,695)
Proceeds from capital contributions	402,595	-	402,595	1,770,472
Net cash provided (used) by capital financing activities	(21,187)	-	(21,187)	(115,223)
Cash flows from investing activities:				
Investment income received	89,632	46,384	136,016	16,126
Net cash provided (used) by investing activities	89,632	46,384	136,016	16,126
Net increase (decrease) in cash and cash equivalents	1,885,590	(203,097)	1,682,493	1,417,719
Cash and cash equivalents - beginning	4,101,312	7,936,607	12,037,919	10,620,200
Cash and cash equivalents - ending	$ 5,986,902	$ 7,733,510	$ 13,720,412	$ 12,037,919
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating income (loss)	$ 9,981	$ 90,936	$ 100,917	$ (69,977)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:				
Depreciation	1,003,751	-	1,003,751	957,993
Change in operating assets and liabilities:				
Accounts receivable	319	-	319	15,231
Inventory	(2,961)	-	(2,961)	(3,589)
Accounts payable and accrued liabilities	(35,415)	19,886	(15,529)	(12,384)
Claims payable	-	(360,303)	(360,303)	681,068
Compensated absences	(3,030)	-	(3,030)	(3,226)
Net cash provided (used) by operating activities	$ 972,645	$ (249,481)	$ 723,164	$ 1,565,116

CUSTODIAL FUNDS

Fund Title	Fund Description
Community Facilities District No. 3	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District No. 6	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District No. 7	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District No. 8	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District No. 9	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District No. 10	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
Community Facilities District No. 11	Accounts for special taxes made on properties to pay for debt issued for infrastructure in the District.
North West Rocklin Annexation Area Trust	Accounts for amounts collected to reimburse developers for constructing backbone infrastructure in the respective area.

City of Rocklin

Combining Statement of Fiduciary Net Position
Custodial Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Facilities District No. 3	Community Facilities District No. 6	Community Facilities District No. 7
ASSETS			
Current assets:			
Cash and investments	$ 416	$ 111,789	$ 45,706
Cash and investments held by trustee	-	-	-
Receivables	-	553	21
Total assets	$ 416	$ 112,342	$ 45,727
NET POSITION			
Restricted for individuals, organizations, and other governments	$ 416	$ 112,342	$ 45,727
Total net position	$ 416	$ 112,342	$ 45,727

Continued

City of Rocklin

Combining Statement of Fiduciary Net Position
Custodial Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Facilities District No. 8	Community Facilities District No. 9	Community Facilities District No. 10
ASSETS			
Current assets:			
Cash and investments	$ 212,911	$ 256,640	$ 3,310,195
Cash and investments held by trustee	-	-	3,544,881
Receivables	1,362	1,063	33,769
Total assets	$ 214,273	$ 257,703	$ 6,888,845
NET POSITION			
Restricted for individuals, organizations, and other governments	$ 214,273	$ 257,703	$ 6,888,845
Total net position	$ 214,273	$ 257,703	$ 6,888,845

Continued

City of Rocklin

Combining Statement of Fiduciary Net Position
Custodial Funds
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Facilities District No. 11	Northwest Rocklin Annexation Area Trust	Totals 2023	Totals 2022
ASSETS				
Current assets:				
Cash and investments	$ 885,899	$ 16,110	$ 4,839,666	$ 4,985,716
Cash and investments held by trustee	538,456	-	4,083,337	4,686,199
Receivables	45,869	-	82,637	167,522
Total assets	$ 1,470,224	$ 16,110	$ 9,005,640	$ 9,839,437
NET POSITION				
Restricted for individuals, organizations, and other governments	$ 1,470,224	$ 16,110	$ 9,005,640	$ 9,839,437
Total net position	$ 1,470,224	$ 16,110	$ 9,005,640	$ 9,839,437

Concluded

City of Rocklin

Combining Statement of Changes in Fiduciary Net Position
Custodial Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Facilities District No. 3	Community Facilities District No. 6	Community Facilities District No. 7
ADDITIONS			
Taxes collected for community facilities districts	$ 202	$ 82,959	$ 305
Investment earnings	61	1,355	1,805
Other revenue	153	363	46
Bond issuances	-	-	-
Total additions	416	84,677	2,156
DEDUCTIONS			
Professional services	-	13,300	9,600
Program supplies and materials	6,683	-	-
Fees and charges	-	-	-
Debt service principal	-	72,921	237,329
Debt service interest	-	5,838	3,560
Payments to City	-	-	-
Issuance costs	-	-	-
Total deductions	6,683	92,059	250,489
Change in net position	(6,267)	(7,382)	(248,333)
Total net position - beginning	6,683	119,724	294,060
Total net position - ending	$ 416	$ 112,342	$ 45,727

Continued

City of Rocklin

Combining Statement of Changes in Fiduciary Net Position
Custodial Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Facilities District No. 8	Community Facilities District No. 9	Community Facilities District No. 10
ADDITIONS			
Taxes collected for community facilities districts	$ 205,044	$ 239,508	$ 3,284,088
Investment earnings	2,007	2,378	156,257
Other revenue	322	2,062	6,494
Bond issuances	-	-	-
Total additions	207,373	243,948	3,446,839
DEDUCTIONS			
Professional services	13,500	13,900	35,200
Program supplies and materials	-	-	-
Fees and charges	2,055	2,398	32,918
Debt service principal	188,718	224,709	1,885,000
Debt service interest	15,110	17,991	2,070,736
Payments to City	-	-	8,238
Issuance costs	-	-	-
Total deductions	219,383	258,998	4,032,092
Change in net position	(12,010)	(15,050)	(585,253)
Total net position - beginning	226,283	272,753	7,474,098
Total net position - ending	$ 214,273	$ 257,703	$ 6,888,845

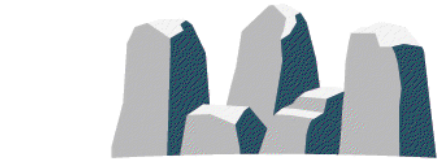
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City of Rocklin
Combining Statement of Changes in Fiduciary Net Position
Custodial Funds
For the Year Ended June 30, 2023
(With Comparative Totals for June 30, 2022)

	Community Facilities District No. 11	Northwest Rocklin Annexation Area Trust	Total Custodial Funds 2023	Total Custodial Funds 2022
ADDITIONS				
Taxes collected for community facilities districts	$ 584,084	$ -	$ 4,396,190	$ 5,284,921
Investment earnings	29,589	-	193,452	7,617
Other revenue	4,625	-	14,065	11,155
Bond issuances	-	-	-	663,578
Total additions	618,298	-	4,603,707	5,967,271
DEDUCTIONS				
Professional services	22,200	-	107,700	105,500
Program supplies and materials	-	-	6,683	-
Fees and charges	5,800	-	43,171	38,759
Debt service principal	370,000	-	2,978,677	2,023,282
Debt service interest	179,800	-	2,293,035	1,978,414
Payments to City	-	-	8,238	-
Issuance costs	-	-	-	554,791
Total deductions	577,800	-	5,437,504	4,700,746
Change in net position	40,498	-	(833,797)	1,266,525
Total net position - beginning	1,429,726	16,110	9,839,437	8,572,912
Total net position - ending	$ 1,470,224	$ 16,110	$ 9,005,640	$ 9,839,437

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STATISTICAL INFORMATION

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STATISTICAL SECTION

This part of the City of Rocklin's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, footnotes, and required supplementary information says about the City's overall financial health.

Contents	Page(s)
Financial Trends	
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	190-199
Revenue Capacity	
These schedules contain information to help the reader assess the City's property	200-202
Debt Capacity	
These schedules contain information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	203-204
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	205-207

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

City of Rocklin

Net Position by Component

Last Ten Fiscal Years

(accrual basis of accounting)

	2014	2015	2016	2017	2018
Governmental activities:					
Net investment in capital assets	$ 303,473,919	$ 302,623,713	$ 312,465,313	$ 305,878,169	$ 314,115,482
Restricted	24,905,118	22,509,945	26,651,163	28,671,195	15,238,984
Unrestricted	26,568,355	(7,435,357)	(2,310,614)	4,165,814	5,318,242
Total Governmental Activities Net Position	$ 354,947,392	$ 317,698,301	$ 336,805,862	$ 338,715,178	$ 334,672,708

Page 1 of 2 (continued)

City of Rocklin

Net Position by Component

Last Ten Fiscal Years

(accrual basis of accounting)

	2019	2020	2021	2022	2023
Governmental activities:					
Net investment in capital assets	$ 305,852,202	$ 310,136,678	$ 321,321,668	$ 313,671,890	$ 329,441,747
Restricted	40,348,047	34,989,621	26,027,928	40,765,135	36,012,891
Unrestricted	2,040,874	3,219,038	24,261,106	52,332,480	54,883,778
Total Governmental Activities Net Position	$ 348,241,123	$ 348,345,337	$ 371,610,702	$ 406,769,505	$ 420,338,416

City of Rocklin

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2014	2015	2016	2017	2018
Expenses					
Governmental Activities:					
General Government	$ 12,616,551	$ 12,774,913	$ 18,001,976	$ 15,594,154	$ 13,624,066
Public Safety	20,157,508	18,646,375	18,957,624	23,573,244	25,317,294
Public Services	26,870,694	29,624,287	21,964,264	24,091,079	25,484,445
Parks and Recreation	-	-	2,623,712	1,680,297	5,156,203
Community Development	2,111,334	2,070,085	2,892,219	3,648,661	5,324,033
Interest Expense	521,835	570,731	423,478	997,448	871,020
Total Governmental Activities Expenses	62,277,922	63,686,391	64,863,273	69,584,883	75,777,061
Total Primary Government Expenses	62,277,922	63,686,391	64,863,273	69,584,883	75,777,061
Program Revenues					
Governmental Activities:					
Charges For Services:					
General Government	1,488,847	1,530,256	1,754,860	1,546,035	2,033,211
Public Safety	1,002,360	1,057,928	1,053,903	1,175,654	1,443,940
Public Services	5,164,288	4,805,284	3,176,280	1,123,692	112,424
Parks and Recreation	-	-	817,342	817,551	1,884,019
Community Development	3,663,216	3,821,613	5,562,685	6,166,673	8,351,454
Operating Grants and Contributions	5,027,116	5,280,395	11,304,860	8,407,506	5,630,734
Capital Grants and Contributions	3,031,936	185,434	12,126,192	1,979,083	1,502,079
Total Governmental Activities Program Revenues	19,377,763	16,680,910	35,796,122	21,216,194	20,957,861
Total Primary Government Program Revenues	19,377,763	16,680,910	35,796,122	21,216,194	20,957,861
Net (Expense)/Revenue					
Governmental activities	(42,900,159)	(47,005,481)	(29,067,151)	(48,368,689)	(54,819,200)
Total Primary Government Net Expense	(42,900,159)	(47,005,481)	(29,067,151)	(48,368,689)	(54,819,200)

Page 1 of 4 (continued)

City of Rocklin

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2019	2020	2021	2022	2023
Expenses					
Governmental Activities:					
General Government	$ 17,129,907	$ 18,919,254	$ 13,264,359	$ 10,100,380	$ 17,316,721
Public Safety	26,650,923	27,875,173	31,074,009	26,806,881	33,989,917
Public Services	24,158,972	22,608,920	25,316,166	25,268,546	23,913,391
Parks and Recreation	5,727,541	5,232,182	6,195,287	6,657,032	7,390,432
Community Development	5,083,451	4,351,848	4,384,615	3,827,237	5,132,246
Interest Expense	411,670	382,640	336,460	299,252	76,403
Total Governmental Activities Expenses	79,162,464	79,370,017	80,570,896	72,959,328	87,819,110
Total Primary Government Expenses	79,162,464	79,370,017	80,570,896	72,959,328	87,819,110
Program Revenues					
Governmental Activities:					
Charges For Services:					
General Government	1,617,348	637,675	704,469	462,529	604,579
Public Safety	1,472,824	1,412,661	1,532,092	1,555,297	1,731,051
Public Services	111,789	123,829	192,839	179,834	142,386
Parks and Recreation	1,262,352	1,275,472	1,383,594	1,608,690	2,215,373
Community Development	6,842,726	6,260,466	9,260,016	7,144,338	4,684,967
Operating Grants and Contributions	5,409,336	5,283,807	10,405,582	7,627,523	5,844,166
Capital Grants and Contributions	16,661,798	3,481,727	1,647,362	15,325,597	7,822,971
Total Governmental Activities Program Revenues	33,378,173	18,475,637	25,125,954	33,903,808	23,045,493
Total Primary Government Program Revenues	33,378,173	18,475,637	25,125,954	33,903,808	23,045,493
Net (Expense)/Revenue					
Governmental activities	(45,784,291)	(60,894,380)	(55,444,942)	(39,055,520)	(64,773,617)
Total Primary Government Net Expense	(45,784,291)	(60,894,380)	(55,444,942)	(39,055,520)	(64,773,617)

Page 2 of 4 (continued)

City of Rocklin

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2014	2015	2016	2017	2018
General Revenues and Other					
Changes In Net Position					
Governmental Activities:					
Taxes:					
Property Taxes	10,347,611	10,921,437	9,833,055	10,641,721	11,412,312
Sales and Use Taxes	6,329,277	7,576,526	12,868,331	12,951,595	14,142,141
Gas Tax	4,645,010	4,709,456	4,634,924	4,532,443	5,007,488
Transient Occupancy Tax	474,424	539,796	572,498	730,719	871,468
Other Taxes	6,791,713	8,402,248	8,959,418	9,510,931	9,643,071
Motor Vehicle Fees	3,610,829	3,891,452	4,218,989	4,505,705	4,783,848
Franchise Fees	1,957,384	2,059,195	2,123,205	2,119,222	2,174,681
Impact Fees	2,011,105	3,124,079	3,045,750	3,682,003	4,444,008
Investment Earnings	1,531,756	1,789,996	1,879,887	1,453,126	1,273,404
Other Revenues	156,152	868,893	727,498	128,143	1,128,526
Gain (Loss) on Sale of Assets	-	(189,630)	(767,147)	22,397	15,608
Extraordinary Gain on Dissolution of RDA	11,481,353	-	-	-	-
Payments to Agency Funds for Debt Defeasance	-	-	-	-	(4,605,013)
Settlements and recoveries	-	-	-	-	-
Total Governmental Activities	49,336,614	43,693,448	48,096,408	50,278,005	50,291,542
Total Primary Government	49,336,614	43,693,448	48,096,408	50,278,005	50,291,542
Change In Net Position					
Governmental activities	6,436,455	(3,312,033)	19,029,257	1,909,316	(4,527,658)
Total Primary Government	$ 6,436,455	$ (3,312,033)	$ 19,029,257	$ 1,909,316	$ (4,527,658)

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City of Rocklin

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2019	2020	2021	2022	2023
General Revenues and Other					
Changes In Net Position					
Governmental Activities:					
Taxes:					
Property Taxes	17,790,239	19,143,185	20,385,991	21,600,498	23,530,699
Sales and Use Taxes	16,980,818	16,316,611	20,742,761	22,024,957	20,283,218
Gas Tax	4,997,713	6,150,082	4,855,477	7,311,965	7,542,652
Transient Occupancy Tax	1,010,227	745,025	688,896	974,865	1,042,949
Other Taxes	10,398,211	11,047,706	12,297,217	14,683,952	15,482,638
Motor Vehicle Fees	32,079	54,807	51,597	81,409	73,456
Franchise Fees	2,227,304	2,267,704	2,351,705	2,443,215	2,615,012
Impact Fees	2,932,544	3,399,165	3,395,078	2,734,639	806,825
Investment Earnings	1,920,980	2,254,102	408,164	(654,681)	2,904,931
Other Revenues	1,059,860	471,755	918,842	2,895,645	293,924
Gain (Loss) on Sale of Assets	2,731	(851,548)	13,250	117,859	11,000
Extraordinary Gain on Dissolution of RDA	-	-	-	-	-
Payments to Agency Funds for Debt Defeasance	-	-	-	-	-
Settlements and recoveries	-	-	-	-	3,755,224
Total Governmental Activities	59,352,706	60,998,594	66,108,978	74,214,323	78,342,528
Total Primary Government	59,352,706	60,998,594	66,108,978	74,214,323	78,342,528
Change In Net Position					
Governmental activities	13,568,415	104,214	10,664,036	35,158,803	13,568,911
Total Primary Government	$ 13,568,415	$ 104,214	$ 10,664,036	$ 35,158,803	$ 13,568,911

Page 4 of 4 (concluded)

City of Rocklin

Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2014	2015	2016	2017	2018
General Fund:					
Nonspendable	$ 1,408,708	$ 1,408,708	$ 1,408,708	$ 1,408,708	$ 1,057,689
Committed	24,933,009	26,094,211	23,292,378	23,788,872	24,928,400
Unassigned	7,085,097	6,667,356	8,360,590	8,277,801	8,528,815
Total General Fund	33,426,814	34,170,275	33,061,676	33,475,381	34,514,904
All Other Governmental Funds:					
Nonspendable	13,648,993	13,043,086	13,757,503	15,437,725	11,398,703
Restricted	24,412,499	21,804,777	23,287,775	35,084,069	19,018,164
Committed	2,326,197	3,645,358	2,664,534	5,050,480	11,660,760
Assigned	5,162,428	-	-	-	-
Unassigned	(3,963,333)	(2,613,160)	(3,836,388)	(3,714,759)	(1,489,422)
Total All Other Governmental Funds	41,586,784	35,880,061	35,873,424	51,857,515	40,588,205
Total All Governmental Funds	$ 75,013,598	$ 70,050,336	$ 68,935,100	$ 85,332,896	$ 75,103,109

Page 1 of 2 (continued)

City of Rocklin

Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2019	2020	2021	2022	2023
General Fund:					
Nonspendable	$ 226,617	$ 89,773	$ 78,115	$ 54,901	$ 60,979
Committed	24,830,167	15,579,960	16,818,145	26,408,553	35,198,542
Unassigned	13,157,856	12,255,196	20,424,550	21,575,015	18,960,635
Total General Fund	38,214,640	27,924,929	37,320,810	48,038,469	54,220,156
All Other Governmental Funds:					
Nonspendable	491,455	491,455	491,455	491,455	491,455
Restricted	43,404,491	34,861,603	25,536,473	40,273,680	35,521,436
Committed	13,562,550	16,672,706	21,942,981	25,987,868	27,218,152
Assigned	-	-	-	-	-
Unassigned	(399,667)	(731,310)	(345,365)	(2,210,385)	(1,604,633)
Total All Other Governmental Funds	57,058,829	51,294,454	47,625,544	64,542,618	61,626,410
Total All Governmental Funds	$ 95,273,469	$ 79,219,383	$ 84,946,354	$ 112,581,087	$ 115,846,566

City of Rocklin

Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2014	2015	2016	2017	2018
Revenues					
Taxes and ssessments	$ 35,251,049	$ 37,896,309	$ 40,369,523	$ 46,579,731	$ 47,254,480
Licenses and permits	2,078,971	2,310,009	3,004,681	3,206,481	3,819,110
Fines and forfeitures	160,913	564,913	227,817	378,658	428,674
Intergovernmental	8,599,289	5,412,142	9,666,864	8,077,195	8,450,768
Charges for services	5,233,861	4,345,836	2,629,221	2,861,823	4,071,862
Use of money and property	2,428,172	2,685,218	2,778,659	2,407,423	2,232,378
Contributions from Community Facilities Districts	-	-	-	-	-
Contributions from developers and homeowners	1,695,692	2,850,688	4,744,217	2,017,824	2,861,773
Other revenues	2,422,566	4,237,970	6,151,550	5,499,670	6,403,899
Total Revenues	57,870,513	60,303,085	69,572,532	71,028,805	75,522,944
Expenditures					
General government	10,437,917	13,705,937	18,233,061	16,261,455	12,924,203
Public safety	18,746,706	19,489,176	20,460,097	20,758,713	22,357,043
Public Services	16,707,672	19,237,232	14,272,425	13,960,714	13,654,648
Parks and recreation	-	-	1,584,662	1,695,318	4,862,875
Community development	2,111,334	2,228,394	2,963,265	4,041,210	4,941,424
Capital outlay	8,239,277	9,313,759	17,525,161	4,863,869	22,961,872
Debt service:					
Principal	1,030,000	1,070,000	1,110,000	1,160,000	1,811,481
Interest and fiscal charges	534,222	584,681	438,478	683,729	691,572
Total Expenditures	57,807,128	65,629,179	76,587,149	63,425,008	84,205,118
Excess of Revenues Over(Under) Expenditures	63,385	(5,326,094)	(7,014,617)	7,603,797	(8,682,174)
Other Financing Sources(Uses)					
Settlements and recoveries	-	-	-	-	-
Transfer from successor agency	11,481,353	-	-	-	-
Transfers from (to) internal service funds	39,700	362,832	46,600	51,500	57,400
Defeasance of debt	-	-	-	(1,401,322)	(5,000,077)
Long-term debt proceeds	-	-	5,852,781	10,143,821	8,000,077
Total Other Financing Sources(Uses)	11,521,053	362,832	5,899,381	8,793,999	3,057,400
Special Items	-	-	-	-	(4,605,013)
Net Change In Fund Balances	$ 11,584,438	$ (4,963,262)	$ (1,115,236)	$ 16,397,796	$ (10,229,787)
Debt Service as Percentage of Noncapital Expenditures	3.2%	3.0%	2.6%	3.1%	4.1%

Page 1 of 2 (continued)

City of Rocklin

Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2019	2020	2021	2022	2023
Revenues					
Taxes and ssessments	$ 57,209,318	$ 59,761,843	$ 66,307,219	$ 71,341,177	$ 71,681,028
Licenses and permits	3,459,621	3,711,150	5,360,470	4,627,174	3,414,000
Fines and forfeitures	434,809	360,689	388,974	366,458	297,009
Intergovernmental	3,454,813	4,695,501	4,014,160	5,538,565	15,049,309
Charges for services	3,560,821	2,972,542	2,867,394	2,875,150	2,450,964
Use of money and property	2,951,821	3,173,650	1,062,862	540,780	4,180,746
Contributions from Community Facilities Districts	15,004,585	-	-	13,000,000	-
Contributions from developers and homeowners	1,785,491	1,616,562	2,887,627	1,752,919	7,304,428
Other revenues	5,602,179	4,008,934	3,979,289	3,020,547	565,500
Total Revenues	93,463,458	80,300,871	86,867,995	103,062,770	104,942,984
Expenditures					
General government	17,007,146	21,348,114	13,919,998	11,024,751	17,432,399
Public safety	24,431,060	28,092,395	30,201,672	30,773,624	32,773,240
Public Services	13,705,894	13,959,688	13,504,844	13,503,446	14,083,908
Parks and recreation	5,638,206	5,748,384	6,344,429	6,679,151	7,323,934
Community development	4,851,224	4,525,119	4,326,346	4,582,399	5,033,262
Capital outlay	6,252,105	16,448,706	11,220,053	7,246,514	26,314,448
Debt service:					
Principal	1,069,678	1,241,255	1,295,918	1,326,650	1,294,760
Interest and fiscal charges	403,221	434,189	377,010	339,802	332,278
Total Expenditures	73,358,534	91,797,850	81,190,270	75,476,337	104,588,229
Excess of Revenues Over(Under) Expenditures	20,104,924	(11,496,979)	5,677,725	27,586,433	354,755
Other Financing Sources(Uses)					
Settlements and recoveries	-	-	-	-	3,755,224
Transfer from successor agency	-	-	-	-	-
Transfers from (to) internal service funds	65,436	(4,557,107)	49,246	48,300	(844,500)
Defeasance of debt	-	-	-	-	-
Long-term debt proceeds	-	-	-	-	-
Total Other Financing Sources(Uses)	65,436	(4,557,107)	49,246	48,300	2,910,724
Special Items	-	-	-	-	-
Net Change In Fund Balances	$ 20,170,360	$ (16,054,086)	$ 5,726,971	$ 27,634,733	$ 3,265,479
Debt Service as Percentage of Noncapital Expenditures	2.1%	2.3%	2.4%	2.4%	2.1%

City of Rocklin

Assessed Value of Taxable Property
June 30, 2023
(in thousands of dollars)

Fiscal Year	City of Rocklin				Total Direct Tax Rate
	Secured	Public Utility	Unsecured	Taxable Assessed Value	
2014	6,603,652,182	9,515,170	130,907,829	6,744,075,181	1.00
2015	7,140,101,337	9,515,170	123,619,076	7,273,235,583	1.00
2016	7,732,821,234	9,209,410	148,270,416	7,890,301,060	1.00
2017	8,254,665,596	9,209,410	159,873,122	8,423,748,128	1.00
2018	8,864,135,830	9,121,300	163,939,388	9,037,196,518	1.00
2019	9,624,788,062	9,121,300	175,233,065	9,809,142,427	1.00
2020	10,396,063,477	9,121,300	178,711,195	10,583,895,972	1.00
2021	11,019,162,123	9,121,300	191,718,373	11,220,001,796	1.00
2022	11,676,833,963	10,121,900	193,673,828	11,880,629,691	1.00
2023	12,640,035,325	10,121,900	202,882,065	12,853,039,290	1.00

Source: Placer County Assessor's Office

City of Rocklin

Direct and Overlapping Property Tax Rates
June 30, 2023
(Rate per $100 of assessed valuation)

	Direct Rates		Overlapping Rates						
Fiscal Year	Basic Rate	Total Direct	Loomis Elementary	Placer Union High	Rocklin Unified School District	Roseville Elementary	Roseville High	Sierra College	Total Tax Rate
2014	1.000	1.000	0.022	0.028	0.136	0.044	0.051	0.000	1.281
2015	1.000	1.000	0.020	0.019	0.136	0.046	0.048	0.000	1.270
2016	1.000	1.000	0.020	0.015	0.134	0.043	0.045	0.000	1.258
2017	1.000	1.000	0.016	0.024	0.039	0.044	0.050	0.000	1.173
2018	1.000	1.000	0.016	0.026	0.142	0.012	0.052	0.000	1.247
2019	1.000	1.000	0.014	0.024	0.118	0.010	0.044	0.000	1.210
2020	1.000	1.000	0.014	0.045	0.109	0.010	0.048	0.016	1.242
2021	1.000	1.000	0.012	0.044	0.104	0.010	0.042	0.015	1.227
2022	1.000	1.000	0.013	0.047	0.094	0.010	0.035	0.014	1.212
2023	1.000	1.000	0.011	0.049	0.080	0.009	0.034	0.019	1.202

Source: Placer County Assessor Tax Rate Table

City of Rocklin

Principal Property Tax Payers
Current Year and Nine Years Ago

Taxpayer	Primary Land Use	2023 (1) Taxable Assessed Valuation	2023 Rank	2023 Percentage of Total Assessed Valuation	2014 Taxable Assessed Valuation	2014 Rank	2014 Percentage of Total Assessed Valuation
Meridian Apartments LP	Residential	$ 81,711,449	1	0.64%			
Rhino Holdings Blue Oaks LLC	Commercial	72,515,216	2	0.56%			
TCG Rocklin Campus LLC	Institutional	61,216,243	3	0.48%			
Garnet Creek LLC	Residential	57,859,005	4	0.45%			
Evergreen SR 1011 LP	Commercial	54,673,982	5	0.43%			
PF Portfolio 2 LP	Commercial	43,250,000	6	0.34%			
Winsted Apartments LP	Residential	40,733,062	7	0.32%			
MG Rocklin California LLC	Institutional	40,663,633	8	0.32%			
Demmon Rocklin Ranch Partners LP	Residential	40,119,484	9	0.31%			
Walmart Real Estate Business Trust	Commercial	39,498,879	10	0.31%			
Meridian Apartments LP	Residential				70,599,019	1	1.05%
MGP X Properties LLC	Commercial				64,100,000	2	0.95%
Demmon Rocklin Ranch Partners LP	Residential				34,627,244	3	0.51%
Sunset Court at Stanford Ranch-344 LLC	Residential				31,962,475	4	0.47%
ARHC Carocca01	Institutional				29,018,095	5	0.43%
United Natural Foods Inc.	Industrial				28,332,557	6	0.42%
Montessa Management LP	Residential				28,100,860	7	0.42%
Winstead Partners LLC	Residential				26,093,263	8	0.39%
Williams Portfolio 8	Residential				24,745,730	9	0.37%
OPUS Real Estate CA VII Rocklin LP	Commercial				24,349,459	10	0.36%
Totals		$ 532,240,953		4.14%	$ 361,928,702		5.37%

Source(s): HdL Coren and Cone and Placer County Assessor Combined Tax Rolls and the SBE Non Unitary Tax Roll and Placer County Assessor 2021/2022 Combined Tax Rolls and the SBE Non Unitary Tax Roll.

(1) Estimated calculations are performed on a parcel level, county/controllers' office neither calculates nor apportions revenues at a parcel level.

City of Rocklin
Direct and Overlapping Debt
June 30, 2023

2022/2023 Assessed Valuation:	$ 12,855,187,505		
Overlapping Tax and Assessment Debt:	Total Debt	% Applicable (1)	City's Share of Debt
Sierra Joint Community College District School Facilities Improvement Dist No. 4	$ 211,025,000	15.127%	$ 31,921,752
Rocklin Unified School District	26,890,273	99.094%	26,646,647
Placer Union High School District	56,447,419	3.203%/8.743%	3,918,474
Roseville Joint Union High School District	107,654,772	0.060%	64,593
Loomis Union School District	690,000	11.506%	79,391
Roseville City School District	9,224,633	0.100%	9,225
Rocklin Unified School District Community Facilities District No. 1	6,932,656	100%	6,932,656
Rocklin Unified School District Community Facilities District No. 2	6,000,140	100%	6,000,140
Rocklin Unified School District Community Facilities District No. 3	24,790,000	100%	24,790,000
City of Rocklin Community Facilities District No. 6	228,923	100%	228,923
City of Rocklin Community Facilities District No. 8	592,448	100%	592,448
City of Rocklin Community Facilities District No. 9	705,435	100%	705,435
City of Rocklin Community Facilities District No. 10	50,060,000	100%	50,060,000
City of Rocklin Community Facilities District No. 11	4,090,000	100%	4,090,000
California Municipal Finance Authority Community Facilities District No. 2020-5	2,830,000	100%	2,830,000
California Municipal Finance Authority Community Facilities District No. 2022-9	615,000	100%	615,000
California Municipal Finance Authority Community Facilities District No. 2022-10	3,500,000	100%	3,500,000
California Statewide Community Development Authority 1915 Act Bonds	15,249,346	100%	15,249,346
Total overlapping tax and assessment debt			$ 178,234,030
Direct and Overlapping General Fund Debt:			
Placer County General Fund Obligations	$ 81,385,000	13.100%	$ 10,661,435
Sierra Joint Community College District Certificates of Participation	802,000	10.029%	80,433
Rocklin Unified School District General Fund Obligations	19,219,000	99.094%	19,044,876
Roseville Joint Union High School District Certificates of Participation	61,150,000	0.060%	36,690
Roseville City School District General Fund Obligations	6,847,705	0.100%	6,848
City of Rocklin Lease Revenue Bonds	7,380,000	100%	7,380,000
City of Rocklin Direct Borrowings	2,043,741	100%	2,043,741
South Placer Fire Protection District Certificates of Participation	4,525,000	0.897%	40,589
Placer Mosquito & Vector Control District General Fund Obligations	1,854,000	13.100%	242,874
Total direct and overlapping general fund debt			$ 39,537,486
Overlapping Tax Increment Debt (Successor Agency)	$ 16,100,000	100%	$ 16,100,000
Total direct debt			**$ 9,423,741**
Total overlapping debt			$ 224,447,775
Combined Total Debt			$ 233,871,516 (2)
Ratios to Assessed Valuation:			
Total Overlapping Tax and Assessment Debt		1.39%	
Total Direct Debt		0.07%	
Combined Total Debt		1.82%	
Ratios to Redevelopment Successor Agency Incremental Valuation ($1,343,938,839):			
Total Overlapping Tax Increment Debt		1.20%	

(1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue, and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

City of Rocklin

Pledged-Revenue Coverage
Last Ten Fiscal Years

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Lease Revenue Bonds										
Police Department Building Lease Revenue	-	-	-	-	$ 513,939	$ 458,034	$ 418,322	$ 531,537	$ 530,918	$ 531,840
Debt service:										
Principal	-	-	-	-	495,000	520,000	245,000	260,000	270,000	285,000
Interest	-	-	-	180,973	328,725	303,350	284,225	271,600	258,350	244,475
Total	-	-	-	180,973	823,725	823,350	529,225	531,600	528,350	529,475
Coverage	-	-	-	-	0.62	0.56	0.79	1.00	1.00	1.00
Certificates of Participation										
Police Department Building Lease Revenue	$ 535,807	$ 539,302	$ 536,454	$ 516,077	n/a	n/a	n/a	n/a	n/a	n/a
Debt service:										
Principal	430,000	450,000	465,000	485,000	n/a	n/a	n/a	n/a	n/a	n/a
Interest	105,810	89,305	71,455	31,078	n/a	n/a	n/a	n/a	n/a	n/a
Total	535,810	539,305	536,455	516,078	n/a	n/a	n/a	n/a	n/a	n/a
Coverage	1.00	1.00	1.00	1.00	n/a	n/a	n/a	n/a	n/a	n/a

Note: Certificates of Participation were refunded with Lease Revenue Bonds on 11/1/2016. Lease Revenue Bonds have cash from refunding to apply towards interest.

Details regarding the city's outstanding debt can be found in the notes to the financial statements.

City of Rocklin

Principal Employers - Top 10
Current Year and Nine Years Ago

Employer	2023 Number of Employees	2023 Rank	2023 Percent of Total Employment	2014 Number of Employees	2014 Rank	2014 Percent of Total Employment
Horizon West Healthcare, Inc.	1,204	1	19.80%			
Sierra Joint Community College District	1,200	2	19.74%	480	5	10.16%
Rocklin Unified School District	1,000	3	16.45%	860	1	18.21%
S.E. Scher Corporation	663	4	10.90%			
Oracle America, Inc.	500	5	8.22%	800	2	16.94%
American Healthcare Administrative Services, Inc.	490	6	8.06%			
United Natural Foods West, Inc. (UNFI)	385	7	6.33%	700	3	14.82%
City of Rocklin	238	8	3.91%	262	9	5.55%
Educational Media Foundation (K-LOVE Radio)	200	9	3.29%	300	7	6.35%
SMA America Producton LLC	200	10	3.29%			
Esurance Insurance Services, Inc.				520	4	11.01%
Walmart				325	6	6.88%
UPS				276	8	5.84%
Pacific Gas & Electric (PG&E)				200	10	4.23%
Total	6,080		100%	4,723		100%

Source: Lightcast, ESRI and D&B Hoovers, City of Rocklin as of April 25, 2023
Note: Number of Employees are self-reported by Employers.

City of Rocklin

Operating Indicators By Function
Last Ten Fiscal Years

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Function:										
Public Safety										
911 Calls processed	13,950	13,810	15,322	18,638	17,271	18,215	18,736	20,184	18,437	Note 3
Officer initiated activity	20,626	25,048	21,008	21,221	23,018	25,801	18,524	20,634	19,714	Note 3
Felony arrests	498	310	291	306	253	241	295	301	373	Note 3
Misdemeanor arrests	710	838	782	740	922	893	647	760	842	Note 3
Citations issued	3,037	3,607	3,317	2,704	3,648	3,701	2,190	3,091	3,047	Note 3
Community Development										
Building Permits Issued- SFR[1]	286	389	536	68	530	434	363	591	196	115
Building Permits Issued- MFR Units[2]	111	310	178	319	-	-	-	195	318	56
Building Permits Issued- Commercial	86	69	65	58	36	38	28	28	31	20
Building Permits Issued- Pools	77	138	163	142	154	186	158	241	176	88

Notes:

(1) SFR-Single Family Residences

(2) Multi-Family Residences by number of housing units

(3) Statistics not available at time of report. Police Annual Report available online in the Spring after year end.

Source: City of Rocklin Annual Police Report, City of Rocklin Building Activity Reports

City of Rocklin

Capital Asset Statistics By Function
Last Ten Fiscal Years

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Function:										
General Government										
Number of buildings	2	2	2	2	2	2	2	2	2	2
Public Safety										
Police Stations	1	1	1	1	1	1	1	1	1	1
Fire stations	3	3	3	3	3	3	3	3	3	3
General Services										
Miles of streets	183	190	196	197	198	201	207	211	214	215
Number of street lights	4,926	5,133	5,301	5,317	5,339	5,343	5,445	5,585	5,632	5,645
Miles of off-street bikeways	21	24	26	26	26	26	26	26	26	31
Recreation										
Parks	32	32	33	34	36	36	37	37	37	37
Community centers	2	2	2	2	2	2	2	2	2	2

Source City of Rocklin Finance Division

CITY OF ROCKLIN, CALIFORNIA

APPROPRIATIONS LIMIT SCHEDULE AND INDEPENDENT ACCOUNTANT'S REPORT

For the Year ended June 30, 2023

* * *

Chavan & Associates, LLP
Certified Public Accountants
15105 Concord Circle, Suite 130
Morgan Hill, CA 95037

CITY OF ROCKLIN, CALIFORNIA

APPROPRIATIONS LIMIT SCHEDULE AND INDEPENDENT ACCOUNTANT'S REPORT

FOR THE YEAR ENDED JUNE 30, 2023

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Chavan and Associates, llp
Certified Public Accountants

Independent Accountant's Report on Applying Agreed-Upon Procedures Related to the Article XIII-B Appropriations Limit

To the Honorable Mayor and Members of the
City Council of the City of Rocklin
Rocklin, California

We have performed the procedures enumerated below to the accompanying Appropriations Limit Schedule of the City of Rocklin, (the City), for the year ended June 30, 2023.

The City's management is responsible for the appropriations limit calculation for the year ended June 30, 2023. The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting the City in evaluating the appropriations limit calculation in accordance with the requirements of Section 1.5 of Article XIIB of the California Constitution. The procedures are recommended by the California Committee on Municipal Accounting (as presented in the CCMA White Paper titled Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution). This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures performed and our findings were as follows:

1. We obtained the completed Appropriations Limit Worksheet for the year ended June 30, 2023 and compared the limit and annual adjustment factors included in the worksheet to those adopted by the resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council..

   Findings: No exceptions were noted as result of applying these procedures.

2. For the accompanying Appropriations Limit Schedule, we added the prior year's limit to the total adjustments and agreed the resulting amount to the current year's limit.

   Findings: No exceptions were noted as result of applying these procedures.

3. We agreed the current year information presented in the accompanying Appropriation Limit Schedule to the appropriate supporting worksheets described in No. 1 above.

   Findings: No exceptions were noted as result of applying these procedures.

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4. We agreed the prior year appropriations limit in the accompanying Appropriation Limit Schedule to the to the prior year appropriations limit adopted by the City Council.

   Findings: No exceptions were noted as result of applying these procedures.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the appropriations limit calculation for the year ended June 30, 2023. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriations limit for the base year, as defined by Article XIII-B of the California Constitution.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of City Council and the City's management, and is not intended to be and should not be used by anyone other than these specified parties..

C & A LLP

November 30, 2023
Morgan Hill, California

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CITY OF ROCKLIN, CALIFORNIA

APPROPRIATIONS LIMIT SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2023

	Amount	Source
A. Appropriations limit for the year ended June 30, 2022	$ 55,590,178	Prior Year Schedule
B. Calculation Factors:		
1. Population increase %	1.0047 [1)]	State Department of Finance
2. Inflation increase %	1.0755	State Department of Finance
3. Total adjustment factor %	1.0806	B1 x B2
C. Annual adjustment Increase (Rounded)	4,480,568	[(B3-1)A)]
D. Other Adjustments:		
Loss responsibility (-)	-	N/A
Transfers to private (-)	-	N/A
Transfers to fees (-)	-	N/A
Assumed responsibility (+)	-	N/A
E. Total Adjustments	4,480,568	(C+D)
F. Appropriations limit for the year ending June 30, 2023	$ 60,070,746	(A+E)

[1)] Greater of population increase % for:

City of Rocklin	1.0002
Placer County	1.0047

NOTES TO THE APPROPRIATIONS LIMIT SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2023

1. PURPOSE OF LIMITED PROCEDURES REVIEW

   Under Article XIIIB of the California Constitution (the Gann Spending Limitations Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceeds of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIIB, the annual calculation of the appropriation limit is subject to a limited procedures review in connection with the annual audit.

2. METHOD OF CALCULATION

   Under Section 10.5 of Article XIIIB, for fiscal years beginning on or after July, 1990, the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for the inflation and population factors discussed in Notes 3 and 4 below.

3. INFLATION FACTORS

   A California governmental agency may adjust its appropriations limit by either the annual percentage change in the 4th quarter per capita personal income (which percentage is supplied by the State Department of Finance) or the percentage change in the local assessment roll from the preceding year due to the change of local nonresidential construction. The factor adopted by the City for the year 2022-23 represents the annual percentage change in the per capita personal income.

4. POPULATION FACTORS

   A California governmental agency may adjust its appropriations limit by either the annual percentage change of the jurisdiction's own population or the annual percentage change in population of the county where the jurisdiction is located. The factor adopted by the City for the year 2022-23 represents the annual percentage change in population for the County.

5. OTHER ADJUSTMENTS

   A California government agency may be required to adjust its appropriations limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity.

Chavan and Associates, llp
Certified Public Accountants

To the City Council of the
City of Rocklin

We have audited the basic financial statements of the City of Rocklin as of and for the year ended June 30, 2023, and have issued our report thereon dated November 30, 2023. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our engagement letter, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City of Rocklin solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing City of Rocklin's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

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Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated with management.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

We did not identify any significant risks that required special audit consideration.

Qualitative Aspects of the Authority's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City of Rocklin is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during June 30, 2023 other then the adoption of GASB 96, *Subscription-Based Information Technology Arrangements*. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements include actuarial assumptions included in employee retirement plans that impact pension and other postemployment balances reported in the financial statements, and net present value calculations for right of use assets and leases.

We evaluated the key factors and assumptions used to develop the identified estimates and determined that it is reasonable in relation to the basic financial statements taken as a whole and

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in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting City of Rocklin's financial statements relate to cash and investments, pensions and long-term liabilities.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. No significant unusual transactions were identified as a result of our audit procedures that required the attention of management.

Identified or Suspected Fraud

We did not identify nor obtain information that indicates that fraud may have occurred.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected financial statement misstatements identified.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There were no material, corrected misstatements noted during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City of Rocklin's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

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Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. There were no circumstances that affect the form and content of our auditor's report.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated November 30, 2023.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City of Rocklin, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the City, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City of Rocklin's auditors.

This report is intended solely for the information and use of the Board and management of the City of Rocklin and is not intended to be and should not be used by anyone other than these specified parties.

C & A LLP

November 30, 2023
Morgan Hill, California

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City of Rocklin
City Council and Management
Rocklin, California

In planning and performing our audit of the financial statements of City of Rocklin as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered City of Rocklin's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Rocklin's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Rocklin's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible:* The chance of the future event or events occurring is more than remote but less than likely.

- *Probable*: The future event or events are likely to occur.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The following is a summary of new accounting pronouncements from the Governmental Accounting Standards Board:

GASB Statement No. 100, *Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62, effective fiscal 2024*.

This statement enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. GASB 100 also requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. And GASB 100 addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI).

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GASB Statement No. 101, *Compensated Absences, effective fiscal 2025*.

Updates the recognition and measurement guidance for compensated absences by:

1. Aligning the recognition and measurement guidance under a unified model
2. Amending certain previously required disclosures
3. Amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability
4. Supersedes GASB 16

The purpose of this communication, which is an integral part of our audit, is to describe, for management and those charged with governance, the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

Respectfully,

C & A LLP

November 30, 2023
Morgan Hill, California

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ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Single Audit Report for the Fiscal Year Ending June 30, 2023

Date: February 27, 2024

Submitted By: Angela Doyle, Senior Accountant
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting and Approving the Single Audit Report for the Year Ended June 30, 2023.

Background:
The Single Audit Act of 1984, as amended in 1996, and the Uniform Guidance issued by the Federal Office of Management and Budget in 2014 established requirements for audits of states, local governments and Indian tribal governments that administer federal financial assistance programs. Pursuant to the Uniform Guidance, all non-federal government agencies and nonprofit organizations that expend $750,000 or more in federal awards in a given fiscal year are required to obtain a Single Audit. The City of Rocklin, had federal award expenditures of $11,312,359, during the fiscal year ended June 30, 2023, therefore a single audit is required. This single audit also reports the expenditures to the City of Rocklin's Community Development Block Grant (CDBG) – Grants' sub recipients.

A single audit, performed by the auditing firm of Chavan and Associates, LLP for the year ended June 30, 2023, has been completed, and the Single Audit Report for the year ended June 30, 2023 has been prepared (Attachment 2 - Exhibit A). There were no findings of internal control weakness or instance of non-compliance reported as a result of the single audit.

Staff recommends the City Council adopt a resolution (Attachment 1) to accept the single audit for the fiscal year ended June 30, 2023.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from adopting this resolution.

ATTACHMENTS:
1. Resolution - SINGLE AUDIT FY 2023
2. Resolution Exhibit A - Single Audit Report 2023

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING AND APPROVING THE SINGLE AUDIT REPORT
FOR THE YEAR ENDED JUNE 30, 2023

WHEREAS, the Single Audit Act of 1984, as amended, and the Uniform Guidance issued by the Office of Management and Budget in 2014 establish requirements for audits of local governments that administer federal financial assistance programs, and require a single audit for the City of Rocklin; and

WHEREAS, a single audit was performed by Chavan & Associates, LLP for the year ended June 30, 2023, and a Single Audit Report prepared, without findings of internal control weakness or instances of non-compliance.

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

Section 1. The Single Audit Report for the year ended June 30, 2023, attached hereto as Exhibit "A" and by this reference incorporated herein, is accepted and approved.

PASSED AND ADOPTED this 27th day of February, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CITY OF ROCKLIN, CALIFORNIA

SINGLE AUDIT REPORT

FOR THE YEAR ENDED JUNE 30, 2023

Chavan & Associates, LLP
Certified Public Accountants
15105 Concord Circle, Ste 130
Morgan Hill, CA 95037

CITY OF ROCKLIN, CALIFORNIA
SINGLE AUDIT REPORT
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Chavan and Associates, llp
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Honorable Mayor and Members of the
City Council of the City of Rocklin
Rocklin, California

Report on Compliance for Each Major Federal Program

Opinion over Each Major Federal Program

We have audited the City of Rocklin (the City)'s compliance with the types of compliance requirements described in *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major federal programs

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal programs. Our audit does not provide a legal determination of the City 's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal programs.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such

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that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance is a deficiency*, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

C & A LLP

January 22, 2024
Morgan Hill, California

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CITY OF ROCKLIN, CALIFORNIA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing	Pass-through Identifying Number	Expenditures to Subrecipients	Federal Expenditures
U.S. Department of Transportation				
Pass-through programs from the California Dept of Transportation:				
Highway Planning and Construction Cluster				
Pacific St. at Rocklin Rd Roundabout	20.205	CML-5095 (023)	$ -	$ 3,591,039
Pavement Rehabilitation	20.205	STPL-5095 (026)	-	10,556
Total Highway Planning and Construction Cluster			-	3,601,595
Pass-through programs from California Office of Traffic Safety:				
Highway safety cluster				
State and Community Highway Safety:				
Traffic Enforcement PT21044	20.600		-	15,442
Traffic Enforcement PT22188	20.600		-	4,741
Minimum Penalties for Repeat Offenders for Driving While Intoxicated:				
Traffic Enforcement PT21044	20.608		-	17,383
Traffic Enforcement PT22188	20.608		-	2,507
Total Highway safety cluster			-	40,073
Total US Department of Transportation			-	3,641,668
U.S. Department of Housing and Urban Development				
Direct program:				
CDBG HUD Entitlement 21-22	14.218	N/A	42,652	281,972
CDBG CARES - COVID 19	14.218	N/A	338,610	338,611
Total US Department of Housing and Urban Development			381,262	620,583
U.S. Department of Homeland Security				
Pass-through program from Placer County:				
Radios 2021	97.047		-	30,455
Pass-through from City of Sacramento:				
Thermal Imaging Cameras	97.067		-	15,044
Total U.S. Department of Homeland Security			-	45,499
U.S. Department of Treasury				
Direct program:				
American Rescue Plan Act	21.027 (1)	N/A	-	6,838,730
Total US Department of Treasury			-	6,838,730
U.S. Department of Justice				
Direct program:				
Bulletproof Vest 2021	16.607	N/A	-	4,344
Total US Department of Justice			-	4,344
Federal Emergency Management Agency				
Pass-through program from the State of California:				
California Severe Winter Storm Declaration 2023	97.030	DR 4683	-	161,535
Total Federal Emergency Management Agency			-	161,535
Total Federal Programs			$ 381,262	$ 11,312,359

(1) Audited as major program

The accompanying notes are an integral part of this financial statement.

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal grant activity of the City of Rocklin (the City) under programs of the federal government for the year ended June 30, 2023. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. The City has elected not to use the 10 percent de-minimus indirect cost rate as allowed under Uniform Guidance.

Note 3. Relationship to the Basic Financial Statements

The amounts reported in the accompanying schedule agree, in all material respects, to amounts reported within the City's financial statements. Federal award revenues are reported principally in the City's financial statements as intergovernmental revenues.

Note 4. Relationship to Federal Financial Reports

Amounts reported in the accompanying schedule agree or can be reconciled with the amounts reported or to be reported in the federal financial reports.

Note 5. Pass-Through Entities' Identifying Number

When federal awards were received from a pass-through entity, the Schedule of Expenditures of Federal Awards shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the City has determined that no identifying number is assigned for the program, or the City was unable to obtain an identifying number from the pass-through entity.

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	**Unmodified**
Internal control over financial reporting:	
Material weaknesses?	____ Yes **x** No
Significant deficiencies identified not considered to be material weaknesses?	____ Yes **x** None Reported
Non-compliance material to financial statements noted?	____ Yes **x** No

Federal Awards

Internal control over major programs:	
Material weaknesses?	____ Yes **x** No
Significant deficiencies identified not considered to be material weaknesses?	____ Yes **x** None Reported
Type of auditor's report issued on compliance over major programs	**Unmodified**
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)	____ Yes **x** No

Identification of Major Programs:

Assistance Listing	Name of Federal Program
21.027	American Rescue Plan Act

Dollar threshold used to distinguish between type A and type B programs:	$ 750,000
Auditee qualified as low risk auditee?	____ Yes **x** No

Section II - Financial Statement Findings

No findings noted.

Section III - Federal Award Findings and Questioned Costs

No findings noted.

Section II - Financial Statement Findings

No findings noted.

Section III - Federal Award Findings and Questioned Costs

No findings noted.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the
City Council of the City of Rocklin
Rocklin, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Rocklin (the "City") as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated 2023.

Internal Control over Financial Reporting

Management is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those

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provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C & A LLP

Morgan Hill, California
January 22, 2024

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ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: Quarterly Treasurer's Report

Date: February 27, 2024

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Receive the Treasurer's Report for the Quarter Ending December 31, 2023.

Background:
The Quarterly Treasurer's Report (Attachment 1), for the quarter ending December 31, 2023, provides the depository, maturity date, amount, and estimated annualized interest earnings for the City's investments pursuant to the Investment Policy (Resolution No. 2023-67).

ATTACHMENTS:
1. Treasurer's Report for Quarter Ending December 31, 2023

CITY OF ROCKLIN
TREASURER'S REPORT OF INVESTMENTS & CASH
DECEMBER 31, 2023

DEPOSITORY	PURCHASE DATE	MATURITY DATE	RATE %	AMOUNT	TOTAL AMOUNT	ANNUALIZED INT. RETURN	SPECIAL NOTES
INVESTMENTS							
LOCAL AGENCY INVESTMENT FUND			3.929	$ 12,997,408	$ 12,997,408	$ 510,668	Type: State Pooled Investment Account Considered 1 day funds
CITIGROUP INC.	12/11/1998	02/15/2098	6.875	$ 20,000	$ 20,000	$ 1,375	Type: Corporate Bond Coupon Rate: 6.875 Cost is reported Market Value: $23,815.84* Par Value: $20,000
PLACER COUNTY TREASURER'S INVESTMENT PORTFOLIO			3.306	$ 8,866,197	$ 8,866,197	$ 293,116	Type: County Pooled Investment Account Considered 1 day funds
FIVE STAR BANK (ROCKLIN RISE) DEPOSIT			3.863	$ 5,298,037	$ 5,298,037	$ 204,663	Type: Public Money Market Account Considered 1 day funds
CITY OF ROCKLIN INVESTMENT PORTFOLIO			4.020	$ 70,794,181	$ 70,794,181	$ 2,845,926	Type: City Pooled Investment Account Considered 1 day funds
TOTAL INVESTMENTS					**$ 97,975,823**	**$ 3,855,748**	
AVERAGE PERCENTAGE ON INVESTMENTS			3.935%		WEIGHTED AVERAGE MATURITY	1.29 years	
OPERATING ACCOUNTS							
WELLS FARGO OPERATING ACCOUNT			N/A	$ 8,363,549	$ 8,363,549	$ -	Type: Checking Account Immediate Access Compensatory balance arrangement
CDBG ACCOUNT			1.090	$ 156,599	$ 156,599	$ 1,707	Type: Checking Account Immediate Access
TOTAL OPERATING ACCOUNTS					**$ 8,520,148**	**$ 1,707**	

* Sources of pricing as reported by Wells Fargo Investments.

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

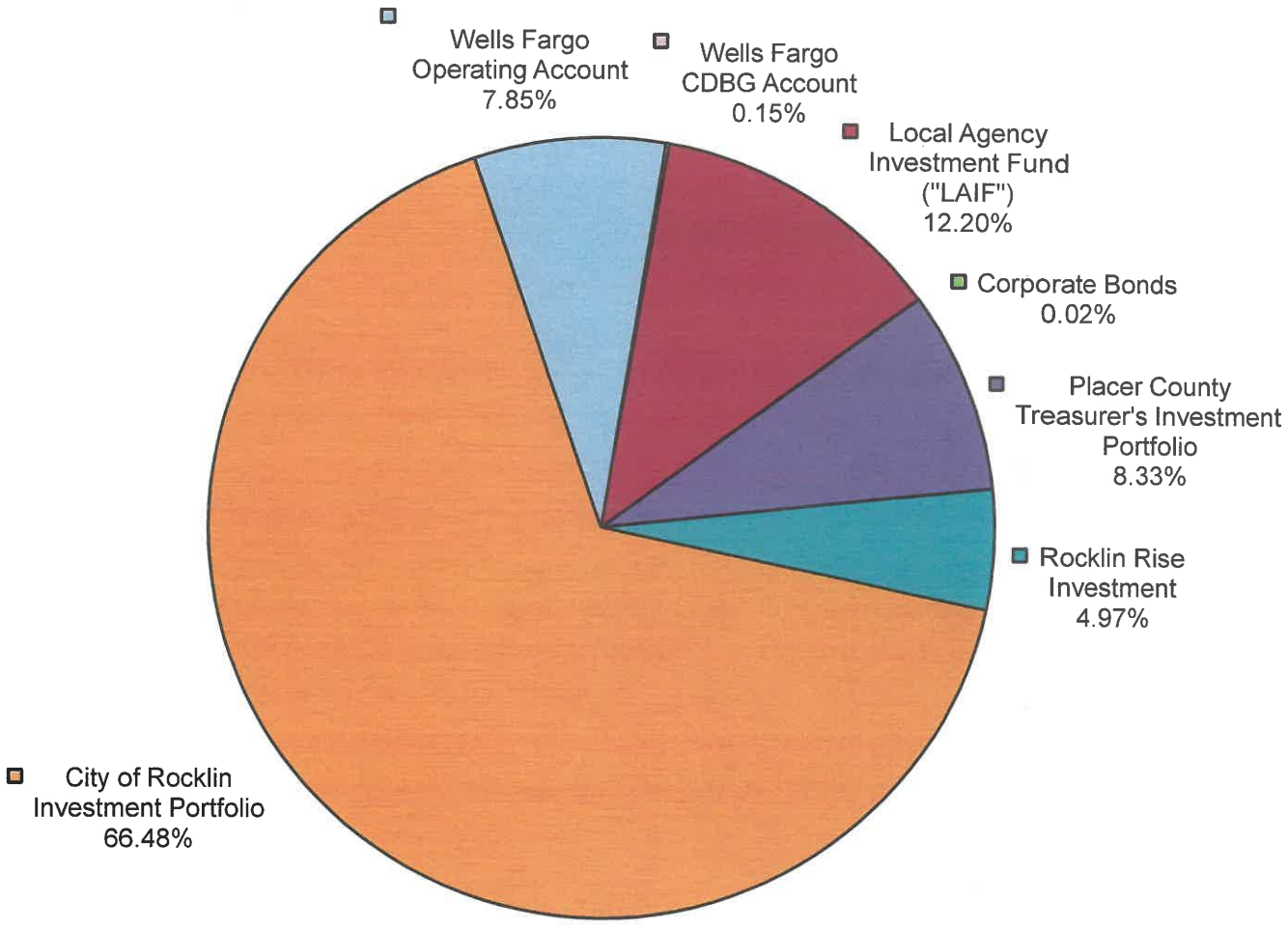
DANIEL CHOE
CITY TREASURER

2/9/2024
DATE

ALY ZIMMERMANN
CITY MANAGER

02/08/2024
DATE

CITY OF ROCKLIN INVESTMENT REPORT
for the Quarter Ended December 31, 2023



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: ParcelQuest Purchase Agreement To Provide Online Property Data And Related Services

Date: February 27, 2024

Submitted By: Brian Graves, IT Manager

Department: Administrative Services - IT

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a 3-year Purchase Agreement with ParcelQuest to Provide the City with the Most Current California Property Data Available Online and Related Services.

Background:

The City utilizes the ParcelQuest Navigator software to access the latest parcel numbers and property and ownership information provided by the Placer County Assessor's Office. ParcelQuest is the only software solution available that receives daily data updates from the assessor and is therefore the most accurate and up-to-date source of property and ownership information available. In addition to parcel numbers and property ownership information, the software provides additional data including sales price, year built, and other dwelling data such as number of bedrooms and square footage. The software is used by City staff to generate mailing lists for abatement notices and other purposes. The software also enables City staff to access an extensive history of recorded documents for any parcel including grant deeds, deeds of trust, quit claims, releases, reconveyances, assignments, modifications, pre-foreclosure notices, and subordinations.

The existing agreement expires on February 27, 2024. ParcelQuest moved from a locally installed software model with regular updates via compact disc, to a cloud-based model over 10 years ago. The pricing increased significantly with the new cloud-based model. The City has been utilizing the new cloud-based software under "bridge pricing" at dramatically reduced rates which is no longer being offered by the vendor. To continue use of the software, the City will be required to pay the new standard licensing rate for the software. City staff negotiated to obtain bridge pricing for one additional year and then pay the regular licensing rate starting in February of 2025. The cost for the 1st year of the three-year agreement is $7,500. The cost for year two and year three of the agreement will increase to $23,100 annually for a total contract cost of $53,700.

Fiscal Impact:

Sufficient funds are available in the Fiscal Year (FY) 2023/24 Operating Budget in the General Fund (100) to cover the cost of the proposed agreement. Funding for FYs 2024/25-2025/26 will be requested during the annual budget process for City Council approval.

ATTACHMENTS:

1. Resolution
2. ParcelQuest Purchase Agreement

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO EXECUTE A 3-YEAR PURCHASE AGREEMENT WITH PARCELQUEST TO PROVIDE THE CITY WITH THE MOST CURRENT CALIFORNIA PROPERTY DATA AVAILABLE ONLINE AND RELATED SERVICES

WHEREAS, The City utilizes the ParcelQuest Navigator software to access the latest parcel numbers and property and ownership information provided by the Placer County Assessor's Office. ParcelQuest is the only software solution available that receives daily data updates from the assessor and is therefore the most accurate and up-to-date source of property and ownership information available.

WHEREAS, to continue use of the software, the City will be required to pay the new standard licensing rate for the software. City staff negotiated to obtain bridge pricing for one additional year and then pay the regular licensing rate starting in February of 2025. The cost for the 1st year of the three-year agreement is $7,500. The cost for year two and year three of the agreement will increase to $23,100 annually for a total contract cost of $53,700.

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a 3-year purchase agreement with ParcelQuest to provide the City with the most current California property data.

PASSED AND ADOPTED this 27th day of February, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

PARCELQUEST ONLINE PURCHASE AGREEMENT

This ParcelQuest Online Purchase Agreement ("Agreement") is entered into between ParcelQuest, a California corporation ("ParcelQuest"), and **City of Rocklin** ("Customer") (collectively, the "Parties," or individually, a "Party"). This Agreement is effective upon execution by ParcelQuest ("Effective Date"). The Parties agree as follows:

I. DESIGNATED USERS: Customer is purchasing, and ParcelQuest shall provide, for the fees described in this Agreement, the number of Logins shown in the Total column of Table 1 below. Each Login shall provide access to the Online Service Website according to one of the Service Levels listed below and in the quantities shown in each Service Level column. The number of Logins shown in the Total column should equal the sum of the number of Logins shown in each Service Level column. Features available at each Service Level may change from time to time according to definitions published on publicly available areas of the Online Service Website. Such changes shall not affect the validity or enforceability of any part of this Agreement, including but not limited to the fees due under the terms of this Agreement.

	Service Level		
	Navigator	Aviator	Total
Designated Users	**14**	**0**	**14**

Table 1: Designated Users by Service Level

II. FEATURE ACCESSES & FEES: Customer is purchasing, and ParcelQuest shall provide, for the fees described in this Agreement, the quantity of Included Feature Accesses per Month per Designated User according the Service Levels shown in Table 2 below. Feature Accesses made by Designated Users in excess of the Included Feature Access quantities listed shall be charged according to the Cost Per Additional Feature Access shown.

Feature	**Included Feature Accesses Per Month by Service Level**		**Cost Per Additional Feature Access**	**Description (for informational purposes only)**
	Navigator	**Aviator**		
Searches	Unlimited	Unlimited	$0.00	Clicking the "View Results" button on the Search screen
Property Profiles	Unlimited	Unlimited	$0.00	Viewing any of the Detail screens (Assessor, Docs & Sales History, etc.)
Labels	10,000	10,000	$ 0.10	Label – Mailing – w/ or w/o APN Label – Situs – w/ or w/o APN
APN Maps	Unlimited	Unlimited	$0.00	Clicking on a hyperlink to get an Assessor Parcel Map
Document Images	0	0	$ 5.00	Purchasing documents in the Docs & Sales History tab or using the hyperlinks on the Assessor Data detail screen.
Docs & Sales History Report	0	Unlimited	$ 19.95	Clicking the "Print PDF" button on the Docs & Sales History Screen
Export Mailing data	1,000	10,000	Nav = $ 0.25 Av = $ 0.10	CSV – Address
Export Values data	1,000	10,000	Nav = $ 0.25 Av = $ 0.10	CSV – Address, Values
Export Complete data record or List View	1,000	10,000	Nav = $ 0.25 Av = $ 0.10	CSV – Address, Values, Chars; or List View
Export Default Tax data	Not Available	10,000	$ 0.10	CSV – Default Tax
Export Parcel Shapes with Mailing data	0	0	$ 3.00	ESRI – Address KML – Address
Export Parcel Shapes with Values data	0	0	$ 3.25	ESRI – Address, Values KML – Address, Values
Export Parcel Shapes with Complete data record	0	0	$ 5.00	ESRI – Address, Values, Chars KML – Address, Values, Chars
*List View Exports are calculated based on the data elements in the exported list; whether from Mailing, Values, or Characteristics.				

Table 2: Feature Access by Service Level

III. **SERVICES, DELIVERY & FEES:** ParcelQuest shall provide Customer with the Services listed below via the delivery method listed below. Customer shall pay to ParcelQuest the Licensing Fees set forth below.

A. **SERVICES & FEES**

ONLINE SERVICE					
Service Level	**Annual Fee Per User**	**Number of Users**	**Extended Fee**	**Discount**	**Annual Fee**
Navigator 2/28/24-2/27/25	$535.72	14	$7,500.00	31%	$7,500.00
Navigator 2/28/25-2/27/26	$1,650.00	14	$23,100.00		$23,100.00
Navigator 2/28/26-2/27/27	$1,650.00	14	$23,100.00		$23,100.00
TOTAL					**$53,700.00**

B. **INITIAL DELIVERY & ACCESS:** Where applicable, ParcelQuest agrees to make its best efforts to provide Customer with initial access to the Services within five (5) days of the execution of this Agreement.

IV. **CUSTOMER'S USE:** Customer shall use the Services for internal business purposes only. Customer shall not resell, relicense or redistribute the Services in whole or in part.

V. **TERM AND PAYMENT SCHEDULE:**

A. **TERM:** The Initial Term of this Agreement begins at 12:01 a.m. on February 28, 2024 and ends at 11:59 p.m. on February 27, 2027 (Three Years).

B. **RENEWAL TERM(S):** This Agreement will automatically renew for a term of one-year unless either party notifies the other, in writing, certified mail, return receipt requested, of its intention not to renew, not less than ninety (90) days prior to the expiration of this Agreement. The fee structure for any renewal term will be the same as the prior twelve (12) month period unless ParcelQuest notifies Customer of a change in fees not less than thirty (30) days prior to the expiration of this Agreement.

C. **PAYMENT SCHEDULE:** For the Initial Term of this Agreement, fees will be due and payable to ParcelQuest according to the following schedule. ParcelQuest will make its best effort to send an invoice to Customer 30 days prior to each due date, however, Customer is responsible for paying all fees by the respective due dates shown here whether or not Customer has received an invoice from ParcelQuest prior to any particular due date. Customer's receipt of an invoice from ParcelQuest less than 30 days prior to a due date shown here does not constitute an extension of the due date. For any Renewal Term the due dates will be the same as in the final year of the Initial Term.

DUE DATE	**AMOUNT DUE**
30 days from the Effective Date of this Agreement	$7,500.00
2/28/2025	$23,100.00
2/28/2026	$23,100.00
TOTAL	**$53,700.00**

D. **CLIENT BILLING INFORMATION:** All ParcelQuest invoices will be sent to Customer per the following Customer-provided billing contact information and special instructions. Customer agrees to notify ParcelQuest in writing per the following ParcelQuest billing contact information within 30 days of any changes to Customer's billing information or instructions. Failure to notify ParcelQuest of any such changes within 30 days of the change may result in late fees or collection costs being added to Customer's balance due. Such fees will not be waived by ParcelQuest.

	Customer's Billing Contact Information
Billing Contact:	Brian Graves
Department:	GIS
Company:	City of Rocklin
Address:	3970 Rocklin Road
City/St/Zip:	Rocklin, CA 95677
Phone:	916-625-5023
Email:	Brian.graves@rocklin.ca.us
Preferred Pmt Method:	Check

	ParcelQuest's Billing Contact Information
Billing Contact:	Accounts Receivable
Company:	ParcelQuest
Address:	193 Blue Ravine Road, Suite 120
City/St/Zip:	Folsom, CA 95630
Phone:	916-817-2211
Email:	support@parcelquest.com

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

PARCELQUEST ("PARCELQUEST")

By: _____

Name: _____

Title: _____

Effective Date: _____

Address: 193 Blue Ravine Road, Suite 120
Folsom, California 95630

Phone: (916) 817-2211

City of Rocklin ("CUSTOMER")

By: _____

Name: _____

Title: _____

Date: _____

Address: _____
_____

Phone: _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Various Personnel Updates

Date: February 27, 2024

Submitted By: Tameka Usher, Administrative Services

Department: Administrative Services - Human Resources

Recommendation:

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

Background:

Temporary Positions Salary Schedule

Staff recommends conducting a Recreational Open Swim Pilot Program in the Summer of 2024, to gauge community interest in open swim opportunities. The program will offer Rocklin residents access to the Rocklin High School Pool for recreational swim Monday through Friday from 12 pm to 4 pm, starting June 10, 2024 through August 2, 2024. To staff the program, Human Resources staff developed a Lifeguard class specification and a Senior Lifeguard class specification, and recommend an hourly salary of $20.00 per hour for the Lifeguard and $22.00 per hour for the Senior Lifeguard.

The City does not provide health benefits, nor does the City allow any temporary employees to work more than 28 hours per week. Furthermore, temporary employees are separated at the end of the season or project and may be eligible for re-hire the following season, depending on performance.

Staff also recommends additional classification title changes to the Temporary Positions Salary Schedule to create consistency with the City's classification structure, by removing the "Senior" reference from the Public Services Specialist and Maintenance Worker classification titles.

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

Rocklin Firefighters Union Side Letter

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

Given a request by RFU, staff recommends amending Section V, Article 34, Subsection IV(a) of the RFU MOU which describes the manner in which an employee on a paid or unpaid leave for ninety (90) consecutive days shall have their merit delayed and salary anniversary date adjusted. The amended side letter will exclude employees on an accepted workers' compensation claim from this provision, unless unsatisfactory job performance occurred before the employee started the accepted workers' compensation leave.

Human Resources staff satisfied the meet and confer obligation with the RFU regarding the proposed changes in accordance with the City of Rocklin Employee-Employer Resolution.

Fiscal Impact:

Temporary Position Salary Schedule Adjustments - There is no direct fiscal impact on the General Fund from the staff recommendation. The funding to operate the Recreation Swim Pilot Program is included in the Fiscal Year 2023/24 Second Quarter Financial Report.

RFU Side Letter - There is no direct fiscal impact on the General Fund from the staff recommendation.

ATTACHMENTS:

1. Resolution A
2. Resolution A Exhibit 1 - Temporary Positions Salary Schedule Effective
3. Resolution B
4. Resolution B Exhibit 1 - RFU Signed Side Letter

RESOLUTION NO. 2024-XX

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

WHEREAS, staff recommends adding a Lifeguard classification and Senior Lifeguard classification to the Temporary Positions Salary Schedule; and

WHEREAS, Human Resources recommends an hourly salary of $20.00 per hour for the Lifeguard classification and an hourly salary of $22.00 per hour for the Senior Lifeguard; and

WHEREAS, staff recommends revising the classification title on the Temporary Positions Salary Schedule for the Senior Public Services Specialist and Senior Maintenance Worker to a Public Services Specialist and Maintenance Worker; and

WHEREAS, the retitle of a classification requires an update to the respective salary schedules; and

WHEREAS, the Temporary Positions Salary Schedule requires updating to add the hourly wage for the Lifeguard and Senior Lifeguard classifications.

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

Section 1. Effective February 27, 2024, the City Council approves the Temporary Positions Salary Schedule attached hereto as Exhibit "1."

PASSED AND ADOPTED this 27th day of February 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

CITY OF ROCKLIN
TEMPORARY POSITIONS
HOURLY SALARY SCHEDULE
Effective February 27, 2024

Classification	Step 1	Step 2	Step 3
Program Assistant	$ 16.28	$ 16.84	$ 17.43
Public Services Specialist	$ 17.02	$ 17.62	$ 18.23
Police Clerk	$ 18.76	$ 19.42	$ 20.10
Lifeguard	$ 20.00		
Maintenance Worker	$ 20.68	$ 21.40	$ 22.15
GIS Assistant	$ 21.46	$ 22.21	$ 22.99
Senior Lifeguard	$ 22.00		
Reserve Police Officer Coordinator	$ 26.18		

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO APPROVE A SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTER'S UNION TO MODIFY SECTION V, ARTICLE 34 SUBSECTION IV(a) EMPLOYEE PERFORMANCE EVALUATIONS/STEP INCREASES

WHEREAS, the City of Rocklin (City) and the Rocklin Firefighter's Union (RFU) (collectively, "the Parties") are parties to a Memorandum of Understanding (MOU) establishing the terms and conditions of employment between the City and employees in the Union for the period of July 1, 2022 to June 30, 2025 by Resolution No. 2022-159; and

WHEREAS, Section V, Article 34, Subsection IV(a) of the MOU describes the manner in which an employee on a paid or unpaid leave for ninety (90) consecutive days, shall have their merit delayed and salary anniversary date adjusted; and

WHEREAS, Section V, Article 34, Subsection IV(a) of the MOU does not exclude employees on an accepted workers' compensation claim; and

WHEREAS, the City and the Union have met and conferred and agree to amend Section V, Article 34, Subsection IV(a) of the July 1, 2022 to June 30, 2025 MOU to provide an exception for employees on an accepted workers' compensation claim for more than ninety (90) consecutive days as set forth in the "Side Letter of Agreement Between the City of Rocklin and the Rocklin Firefighter's Union Local 3847" (Side Letter of Agreement).

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

Section 1. Effective February 27, 2024, the City Council approves and authorizes the City Manager to sign the Side Letter of Agreement attached hereto as Exhibit 1.

PASSED AND ADOPTED this 27th day of February, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

DocuSign Envelope ID: 5BB94846-0885-4174-993E-D4CB0F8B9118

SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTER'S UNION LOCAL 3847

WHEREAS, the City of Rocklin (City) and the Rocklin Firefighter's Union Local 3847 (collectively, "the Parties") are parties to a Memorandum of Understanding (MOU) establishing the terms and conditions of employment between the City and employees in the Union for the period of July 1, 2022 to June 30, 2025; and

WHEREAS, Article 34(IV) of the MOU describes the manner and method in which step increases are handled; and

WHEREAS, Article 34 (IV.A) of the MOU allows for "Step Increases" to be delayed if an employee is on leave for more than ninety (90) consecutive; and

WHEREAS, the City and the Union have met and conferred and agree to amend the MOU Article 34 (IV.A).

AGREEMENT

Now, therefore, upon Council adoption, the Parties agree to amend the MOU and incorporate the changes and additions set forth herein upon adoption by the City Council. The changes to Article 34 described in this Agreement will not be applied retroactively. Except as amended by this Agreement, the provision of the MOU remain in full force and effect.

Section V – Terms and Conditions of Employment, Article 34. Employee Performance Evaluations /Step Increases

IV. Step Increases

An employee shall be eligible for a salary step increase upon their salary anniversary date, having demonstrated satisfactory job performance in their current classification. A step increase shall be delayed indefinitely if the employee is not performing up to standards. When a salary step increase is ultimately awarded, it will not be retroactive and the employee's salary anniversary date will be reset to the date the salary step increase is effective.

A. An employee on any leave (paid or unpaid) for more than ninety (90) consecutive calendar days shall have their salary step increase delayed and salary anniversary date adjusted by the amount of time away from work. An accepted workers' compensation claim is the only exception to this rule. An employee on an accepted workers' compensation claim will receive their step increase unless there was a reason to delay it, such as unsatisfactory job performance that occurred before the employee started workers compensation leave.

B. An employee shall not have a salary step increase delayed due to a performance evaluation not be being completed prior to the salary anniversary date unless the delay is caused by the employee's absence. If a salary step increase is delayed due to a performance evaluation not being completed prior to the salary anniversary date, the salary step increase will be retroactive, and the salary anniversary date will remain the same.

DocuSigned by:
3F9F05EA5CB1486...

City of Rocklin Aly Zimmerman, City Manager	Rocklin Firefighters Local 3847 Chris Wade, Local 3847 President
Date	2/6/2024 | 2:23 PM PST Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City of Rocklin 2024 Grazing Services

Date: February 27, 2024

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

Department: Public Services

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Rescinding Resolution No. 2023-217 Awarding the Bid for the 2024 Grazing Services.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the City of Rocklin 2024 Grazing Services to Blue Tent Farms LLC and Authorizing the City Manager to Execute an Agreement with Blue Tent Farms LLC.

Background:

Grazing Services in the City's Open Space went out to bid on September 7, 2023, and two bids were received. At the December 12, 2023 City Council Meeting, Resolution No. 2023-217 was adopted by the City Council awarding the 2024 Grazing Services Contract to Blue Tent Farms, LLC. The bid was in the amount of $1,539,158 for term of three (3) years with the option to renew the contract for two additional years.

The contract that was included in the resolution was a Construction Agreement, however it should have been a Contract for Services. Due to this disparity and in order to ensure the appropriate contract documents are utilized, staff recommends the City Council (1) adopt a resolution (Attachment 1) to rescind Resolution No. 2023-217; and (2) adopt a resolution (Attachment 2) awarding a Contract for Services for the 2024 Grazing Services.

If the term of the contract is extended beyond the initial three-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change, not to exceed 4%. In its request for price increases Contractor shall cite sources, specific conditions, and document how those conditions affect the cost.

Fiscal Impact:

There is no fiscal impact to the staff recommendation as there has been no change to the fiscal impact since this project cost was originally approved in December 2023.

ATTACHMENTS:

1. Resolution A
2. Resolution B
3. Resolution B Exhibit A - Contract for Services

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
RESCINDING RESOLUTION NO. 2023-217 AWARDING THE BID
FOR THE 2024 GRAZING SERVICES
(Blue Tent Farms, LLC)

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

Section 1. On December 12, 2023, the City Council approved Resolution No. 2023-217 awarding the bid for the 2024 Grazing Services.

Section2. The contract that was included in the resolution was a Construction Agreement, however it should have been a Contract for Service and due to this disparity, the City Council hereby rescinds Resolution No. 2023-217.

PASSED AND ADOPTED this 27th day of February, 2023, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AWARDING THE CONTRACT FOR 2024 GRAZING SERVICES TO BLUE TENT FARMS LLC AND
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BLUE TENT FARMS LLC

WHEREAS, for the past 13 years, the City has contracted for grazing services as a preferred method for vegetation control in the City's open space areas by the US Army Corp or Engineers and California Department of Fish and Wildlife; and

WHEREAS, the amount of open space acreage owned and maintained by the City increased from 465 acres in 2010 to 996 acres in 2024; and

WHEREAS, the invitation for bids for grazing services was advertised September 7, 2023, and September 14, 2023, with the bid opening Thursday, October 9, 2023, two bids were examined and found to be in compliance with all applicable specifications; and

WHEREAS, the bids that were received were significantly higher than proposals received in previous years due to an increase in inflation, fuel costs, increase in payroll, insurance, and animal rental; and

WHEREAS, the lowest responsible bid determined to be $1,539,158.00 submitted by Blue Tent Farms LLC; and

WHEREAS, The total cost of the project exceeds the budgeted amount; therefore, a budget amendment may be necessary and will be included in the next quarterly financial report.

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

Section 1. The contract for the 2024 Grazing Services is awarded to Blue Tent Farms LLC and the City Manager is authorized to execute the Agreement with Blue Tent Farms LLC, in substantially the form attached hereto as Exhibit "A."

Section 2. The City Manager, or their designee, is authorized to add/delete square acreage as the City increases/decreases open space areas.

Section 3. The City Manager is authorized to renew the contract for two additional one-year periods, provided funding is available.

PASSED AND ADOPTED this 27th day of February, 2024, by the following vote:

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

_____
Greg Janda , Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on February 27, 2024, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Blue Tent Farms, LLC "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of One Million, Five Hundred and Thirty-Nine Thousand, One Hundred and Fifty-Eight Dollars ($1,539,158.00).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

(1) Job/project name or description;
(2) City's current purchase order and/or work order number (if applicable);
(3) Contractor's invoice number;
(4) Date of invoice issuance;
(5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
(6) Amount of invoice, itemizing all authorized reimbursable expenses; and
(7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

G. Term and Option for Renewal: The initial contract will be for a term of one (1) year from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations.

If the term of the contract is extended beyond the initial one-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change, not to exceed 4%. In its request for price increases Contractor shall cite sources, specific conditions, and document how those conditions affect the cost.

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the Contractor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until [] unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

i. Contractor shall immediately cease rendering services pursuant to this agreement;
ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such

financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor’s privileged

information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent

that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred**.**

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and limit of Insurance**

1. ***Commercial General Liability (CGL)***: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. ***Automobile Liability***: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ***Workers' Compensation*** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

4. ***Professional Liability (Errors and Omissions)***: Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status***. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. ***Primary Coverage***. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. ***Notice of Cancellation***. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

4. ***Waiver of Subrogation***. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. ***Self-Insured Retentions***. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase

coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. ***Acceptability of Insurers***. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. ***Claims Made Policies***. If any of the required policies for professional liability insurance provide claims-made coverage:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. ***Verification of Coverage***. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. ***Subcontractors***. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. ***Special Risks or Circumstances***. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents**. This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this

agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:	City of Rocklin Public Works Department 4081 Alvis Court Rocklin, CA 95677
	City of Rocklin Office of the City Attorney 3970 Rocklin Road Rocklin, CA 95677
Contractor:	Blue Tent Farms, LLC, dba Western Grazers 859 Washington Street #259 Red Bluff, CA 96080

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees**. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any

entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts**; **Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include **digital electronic signatures** (DocuSign). The use of digital **electronic signatures** and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: _____
Tim Arrowsmith, Managing Partner

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Hailey Reid, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

EXHIBIT A

Contractor Proposal/Scope of Work

ACCESS

City-owned open space properties anticipated for grazing are divided into Sections A, B, C, D, and E totaling of approximately 972 acres. Additional open space properties may be appended to the contract.

The City shall furnish access to open space sites to assist in carrying out each specific project assignment. The City will provide keys necessary for accessing gates leading to the open spaces. The keys will be returned at the end of the contract term. Gates shall be closed and locked when not in use. The Contractor shall respect public and private properties and boundaries at all times.

ANIMALS

The Contractor shall supply, utilize, and care for the herd of adequate size to achieve the City's objectives within the City's timeframe and schedule. The Contractor shall be responsible for maintaining all animals in good health and complying with the City of Rocklin's Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions.

The Contractor shall utilize a licensed Veterinarian and provide the City the name, contact information, as well as the license number of the Veterinarian prior to the start of grazing season. Grazing animals shall consist of goats, sheep, or any combination of both. Guardian dogs and/or herding dogs may be used in support of grazing activities.

All operations shall be carried out in accordance with best animal management and husbandry practices.

All grazing animals owned by the contractor, will be certified disease free, healthy, well-nourished and free of internal and external parasites, Caprine Arthritis Encephalitis (CAE) free for goats, Ovine Progressive Pneumonia (OPP) for sheep, and current on vaccinations for disease prevention. The licensed veterinarian, prior to the job, will inspect all grazing animals and perform blood testing at the cost of the contractor.

The City shall receive copy of veterinarian records for all grazing animals to be utilized on the project upon request. Testing should continue every 2-3 years following the initial test to ensure the herds overall health and well-being.

All working dogs, including guardian and herding dogs, shall be current on vaccines and microchipped. Proof of vaccines and microchipping must be submitted to City prior to the start of grazing season.

If any animal dies during the grazing season, it shall be disposed of offsite within 48 hours or less. Contractor's dead animals cannot be buried on City property, disposed of in City trash receptacles, or left to decompose on City property.

No lambing, or kidding will be permitted on City property.

COMMUNICATION

The Contractor shall be available by phone, 24 hours a day, 7 days a week, and be responsive to immediate needs or emergency situations while grazing animals are present within the City. If the Contractor utilizes non-English speaking staff, the Contractor shall provide a communication plan that describes how communication with non-English speaking staff will be facilitated.

DAMAGES

The Contractor shall be responsible for any damage that occurs to property, public or private, that is a result of Contractor negligence and/or is damaged through the normal course of work. In the event that damage has occurred, the Contractor is to notify the City and property owner immediately and develop a plan to bring the site back to its initial condition. Should the City discover a location that has not been left in its initial condition, and the City has not been notified by the Contractor, the Contractor will be notified in writing to bring the site back into compliance.

The Contractor and its employees act as an agent of the City of Rocklin and represent the City in the performance of their work. Only Contractor's employees are allowed on City premises where work is being performed. The City shall have the right to have the Contractor remove employees from assignment to City facilities that are deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest, create a risk of liability to the City, or whose actions are inconsistent with the best interest of the City.

EQUIPMENT AND SUPPLIES

The Contractor shall provide animals for grazing of vegetation, herdsman and all tools, materials, parts, and equipment for the on-site management of animals twenty-four hours a day, seven (7) days a week for the duration of the project.

FENCING

The Contractor shall be responsible for installing temporary electric fencing (netting) around the entire perimeter of each active grazing site within the open space areas to contain the grazing animals and to protect adjacent properties unless otherwise approved by the City. Refer to the permit requirements for signage language as well as signage distance requirements.

PERMIT

The Contractor shall be responsible for complying with the City of Rocklin's Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions. The

Contractor shall work with the City in obtaining a grazing permit through the Rocklin Fire Department.

ROAD CROSSINGS & CLEAN UP

The Contractor shall be responsible for transportation of animals to and from each location. If crossing a road is necessary to move animals from one open space to another open space, the Contractor will notify Animal Control/Rocklin Police Department in advance of such event. Following a road crossing, the Contractor shall clean up debris and fecal matter that may have accumulated on the roadway, sidewalk, curb and gutter during the road crossing. Clean up shall occur in in a timely manner and use dry methods to limit impacts to stormwater runoff.

SIGNAGE

Signage shall be posted at each campsite in the form of an A-frame barricade, banner, or other method that identifies the Contractors business name and corresponding phone number. Signage shall also include a general description of purpose for grazing activities and how to avoid negative interactions with the animals. Signage shall be in public view and reasonably visible to pedestrians.

Contractor will post signs every 165 feet warning the public of electric fencing and stating the business name with a 24hr. contact phone number, per the Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions issued by the Fire Department.

STAGING LOCATIONS

The Contractor shall utilize staging locations, including campsites, restrooms, equipment storage, loading/unloading, and inspection/wellness locations, on public property that are in agreement with City staff. Visual and audible impacts to adjacent private property shall be minimized to extent feasible.

VEGETATION REDUCTION AND BIOLOGICAL RECOMMENDATIONS

Grazing animals are intended to reduce vegetation to an approximate height of four (4) inches, including shrubbery, grasses, and brush as feasible, as determined by the City. Annual thatch monitoring is performed following completion of the grazing season. Residual dry matter (RDM) is evaluated on an annual basis and used to determine grazing pressure recommendations. The Contractor shall incorporate grazing pressure recommendations, in addition to other biological recommendations regarding environmentally sensitive species, habitats, or other best practices to help achieve the goals of the open spaces.

WATER SOURCES AND SUPPLEMENTAL FEED

The Contractor shall be responsible for providing water for the grazing animals, guardian dogs, and herding dogs. The Contractor shall be required to obtain and use, at their own expense, a portable water meter from Placer County Water Agency to access fire hydrants as a source of water. The use or access to private water sources are not permitted.

If necessary, supplemental feed may be used at the Contractors expense. Supplemental feed shall be placed away from naturally occurring surface water and any environmentally sensitive habitats. Supplemental feed shall be “weed free” to prevent the introduction of invasive plant species.

GRAZING PROGRAM REGULATIONS
AND PERMIT CONDITIONS

Purpose; Permit Required

A. The City of Rocklin Weed Abatement and Open Space Management Grazing Program ("Grazing Program") implements Rocklin, California Municipal Code **Chapter 6.36 – LIVESTOCK**; **6.36.050 – Grazing animals utilized for weed abatement**, and **6.36.040 – Restrictions**. Chapter 6.36.050 – Grazing animals utilized for weed abatement allows Grazing Animals (limited to goats and sheep) to graze open space, wetlands, and other appropriate areas of natural vegetation on a short-term basis. For the purposes of this program and these regulations, any specific reference to grazing animals, goats or sheep shall be interpreted to include both goats and sheep.

B. Grazing Animals, as permitted by the Grazing Program, shall only be used for the purpose of removing potentially combustible vegetation and shall not be kept as pets within the City of Rocklin.

C. It shall be unlawful for any landowner, herdsmen, contractor or any other person to engage in or carry on, or to permit to be engaged in or carried on, in or upon any land within the City, grazing activities utilizing any grazing animals unless the person first obtains and continues to maintain in full force and effect a Grazing Program permit issued by the City of Rocklin Fire Department; except if the keeping of such animals is otherwise consistent with the City of Rocklin zoning requirements.

D. The Grazing Program permit shall be completed by both the grazing contractor and the landowner, and they shall submit the completed application to the issuing department (Rocklin Fire Department). The issuing department's director (Fire Chief or his or her designee) shall either grant or deny the permit application within 20 calendar days of the day the completed application is submitted.

E. Prior to issuance of the Grazing Program permit, pre-grazing photos of the grazing site shall be provided to the City of Rocklin Fire Department. Within 10 days of the completion of the grazing activities, post-grazing photos shall be taken and submitted to the Rocklin Fire Department. Failure to submit pre- and post-grazing photos shall be grounds for denial of any subsequent permit applications by the grazing contractor and/or landowner of record.

F. The issuing department (Rocklin Fire Department) or their designee shall schedule and conduct regular inspections of grazing sites to ensure that permit conditions are met. The contractor shall be responsible for attending scheduled inspections and failure to do so shall be grounds for revocation of the Grazing Program permit**.**

G. Effective January 1, 2022 the City of Rocklin has implemented the following fee schedule located at https://www.rocklin.ca.us/pod/fee-schedule. Please refer to pages 35-39 for the **Public Safety Fire Department Services and Inspection fees** that are required for Grazing Permits. **The current Grazing Permit fee is based on acreage** for privately owned properties *(schools are exempt from fees but must still complete an application.)* Please attach a check made payable to the City of Rocklin along with the completed Grazing Permit Application.

H. Applications may be submitted directly to the Rocklin Fire Department, Fire Administration office, located at 4060 Rocklin Road, Rocklin, CA 95677. The Fire

Administration office is open Monday through Friday between 8:00 a.m. and 5:00 p.m. and can be reached at (916) 625-5300. Please call ahead to coordinate application drop off and approval processing.

Care and Control of Animals

A. The Contractor shall supply, utilize, and care for animals to graze the designated areas agreed to between the landowner and the Contractor.

B. The Contractor is completely responsible for, and shall pay all costs necessary to ensure the health and safety for the animals and to comply with any applicable federal and state animal health requirements.

C. All animals will be healthy, well-nourished and free of internal and external parasites, and current on vaccinations for disease prevention. Grazing contractors shall monitor livestock on a daily basis. Any sick or injured animals should be treated and removed from the project if necessary. If veterinary care for any animal is required, the Contractor shall be responsible for costs incurred. Any animals that die during this project shall promptly be removed and disposed of off-site by the Contractor.

D. The contractor and landowner shall coordinate to ensure access to a supply of drinking water for all animals working on the project. This may include streams, creeks, ponds, or portable water tanks.

Nature of the Operation

A. The Contractor shall provide all personnel, tools, equipment, materials, means of transportation, and support facilities necessary for the onset management of the animals and support of herdsmen, including a clean and adequate water supply for the animals.

B Contractor shall conduct grazing activities in a manner which keeps all animals under herdsmen's control and appropriately confined within paddocks using portable electric fencing except when moving between grazing locations. The City or land owner, reserves the right to have Contractor remove from the grazing site any animal which creates a noise nuisance or habitually escapes confinement or control of the herdsmen.

Environmental Management and Indemnification

A. Any species of plants or trees to be protected from animal grazing should be identified prior to the start of grazing. Soil erosion is to be avoided and animals shall be moved immediately if any evidence of erosion damage is visible.

B. Landowner shall be responsible for identifying environmentally sensitive areas within the grazing site. The Contractor shall ensure that no animal grazing occurs in identified environmentally sensitive areas.

C. Landowner and Contractor hereby agree, jointly and severely, to defend, indemnify and hold harmless City and its officers, officials, employees, agents, consultants, subcontractors and volunteers from and against any and all claims, damages, losses and expenses including without limitation attorney fees, expert fees and related costs arising out of or relating to violations or alleged violations of any rule, regulation, or statute protecting environmentally sensitive areas or plant or animal species of any kind whatsoever in undertaking the grazing activities authorized by this permit.

Herdsmen

A person employed by the Contractor shall be on or near the work site during the entire time of this project. Living accommodations such as a portable self-contained living trailer (e.g., tent trailer, trailer, 5th wheel, camper shell or motor home) shall be provided by the Contractor for this person. The herdsmen shall have a cell phone provided by the Contractor for communication. The herdsmen shall not smoke or use open fires for cooking. The campsite shall be kept clean and near the current grazing paddock. Movement of the camp is the responsibility of the Contractor.

Herd Control and Predator Deterrence

The Contractor may use dogs, or upon approval by the City, other appropriate animals for herd control and predator deterrence. The Contractor's dogs may work off leash in order to accomplish this scope of work. All dogs used for this purpose shall be vaccinated for rabies and shall have a certificate of vaccination by a licensed veterinarian.

Signage

Signage identifying the contractors business name and a 24 hour contact phone number shall be required every 165' on all sides of the paddock area where there is the potential of public accessibility. The intent is that citizens and neighbors first address their questions and concerns directly with the contractor.

Contractor Insurance Requirements

A. During the term of this permit and any extension thereof, the Contractor shall obtain and thereafter maintain at least the minimum insurance coverage as set forth below:

1. Worker's Compensation: Statutory Limits;
2. Commercial General Liability: $2,000,000 combined single limit; and
3. Commercial Automobile Liability: $1,000,000 combined single limit.

B. All insurance required hereunder shall:

1. Provide that it is primary to and not contributing with, any policy of insurance carried by City or Landowner covering the same loss;
2. Include an endorsement providing that written notice shall be given to Landowner at least thirty (30) days prior to termination, cancellation, or reduction of coverage in such policy. (10 day non-payment is OK)
3. Include an endorsement waiving all rights of subrogation against City and Landowner;
4. Include an endorsement in substance and form satisfactory to City, naming City and Landowner as an additional insured; and
5. Be procured from companies that are licensed in the State of California and that are reasonably acceptable to City.

C. Contractor shall provide City with a certificate of insurance evidencing that Contractor has obtained all insurance required under this permit prior to commencement of any work or activity at the Grazing Site.

D. The amount of coverage of insurance obtained by Contractor pursuant to these Permit requirements shall not limit Contractor's liability nor relieve Contractor of any obligation or liability resulting from activities related to this permit.

Indemnification Provisions

A. Contractor understands the nature of the work to be performed under this permit, has inspected the site where the work is to be performed, and understands any potential dangers incidental to performing the work at the site. Contractor hereby voluntarily releases, discharges, waives, and relinquishes any and all actions and causes of action for personal injury (including death) or property damage occurring to himself/herself arising out of or as a result of performing the work under this permit. Contractor agrees to defend, indemnify and hold harmless the City of Rocklin, its officers, employees and volunteers, from any claims, demands, damages, costs, expenses or liability for personal injury (including death) or property damage, arising out of or connected with his/her work under this permit or issuance of this permit. Contractor agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for person injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active. The indemnification provisions of this section shall not be construed to require Contractor to indemnify against liability for claims, damages, losses, or expenses arising out or relating to trespassers or other persons entering or using the grazing site for purposes unrelated to the grazing activities related to this permit.

B. Landowner shall indemnify, defend and hold harmless City and its officers, officials, employees, agents, consultants, subcontractors and volunteers from and against any and all claims, damages, losses and expenses including without limitation attorney fees, expert fees and related costs arising out of or relating to the activities authorized by this permit. Landowner agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for person injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active.

Denial or Revocation; Appeal Process

A. The requirements, regulations and provisions set forth above shall be deemed conditions imposed upon every grazing management permit approved, and failure to comply with every such requirement shall be grounds for suspension, revocation or other action on the permit issued pursuant to these regulations.

B. Failure to comply with any and all requirements will result in escalating enforcement including a verbal warning followed by a written warning and finally revocation of the permit. Contractors who have had a permit revoked in the previous year shall not receive a warning prior to revocation or suspension. Revocation of a grazing permit in a previous year shall be grounds for denial of future permit applications.

C. The denial or revocation of a grazing permit by the issuing department's director (Fire Chief or his or her designee) may be appealed by the applicant or permit holder to the city manager. The appeal must be filed in writing with the city clerk not later than the fifteenth day after the date

notice of the director's decision is mailed to the applicant or permit holder. On receipt of an appeal, the city clerk shall set the matter for hearing occurring within fifteen days after receipt of the appeal. Notice of the hearing shall be mailed to the applicant or permit holder, at least three days before the hearing. On appeal, the city manager may hear and determine the matter as if it were an original application. The city manager shall issue a decision in writing within 20 calendar days from the date of the appeal hearing. The City Manager's determination of the matter shall be final.

Grazing Permit Application

LANDOWNER INFORMATION		
Landowner Name:		
Street Address:		
City, State, Zip Code:		
Telephone Number:	( )	
Email Address:		
Emergency Contact Name and Phone Number:		( )

By signing below, the Landowner agrees that all work to be performed shall comply with the **City's Weed Abatement and Ope Space Management Grazing Program** requirements, including requirement to indemnify and hold the City harmless from clain arising from the Landowner's grazing activities and any other applicable City, State or Federal regulations, including, but not limited to, specific conditions incorporated into applicable conservation easement provisions.

Landowner's Signature _____ Date _____

CONTRACTOR INFORMATION		
Contractor Name:		Driver License No.:
Street Address:		
City, State, Zip Code:		
Telephone Number:	( )	
Email Address:		
Emergency Contact Name and Phone Number:		( )

By signing below, the Contractor agrees that all work to be performed shall comply with the **City's Weed Abatement and Ope Space Management Grazing Program** requirements, including requirement to indemnify and hold the City harmless from clain arising from the Contractor's activities authorized by this permit and any other applicable City, State or Federal regulations, including, but not limited to, specific conditions incorporated into applicable conservation easement provisions.

Contractor's Signature _____ Date _____

FIRE DEPARTMENT USE ONLY *Permit Issued by:*

Print Name and Title: _____

Signature: _____ Date: _____

☐ Proof of Insurance Received	Date:_____	☐ Rocklin Business License No:_____	
☐ Pre-Grazing Photos Received	Date:_____	☐ Permit Fees Paid:_____	
☐ Post-Grazing Photos Received	Date:_____		

❑ Fire-Original ❑ Applicant-Copy ❑ Animal Control-Copy ❑ Public Services-Copy ❑ Code Enforcement-Copy

PLEASE PROVIDE THIS INFORMATION FOR EACH GRAZING SITE. ATTACH MULTIPLE COPIES OF THIS PAGE IF NECESSARY.

GRAZING SITE INFORMATION	
Location:	
Area/Acres to be Grazed:	
Map Attached:	☐ Yes ☐ No
Description of the vegetation and/or fuels abated:	
Expected Start Date:	
Expected End Date:	
Number of Animals:	
If animals will be moved across a public street, list street name(s):	

Conditions of Approval

FIRE DEPARTMENT USE ONLY *Permit Terminated by:*

Print Name and Title: _____

Signature: _____ Date: _____

☐ PERMIT TERMINATION EFFECTIVE Date: _____

☐ Non-Compliance of Permit Regulations and Conditions

☐ Violation of RMC 6.36: _____

☐ Other: _____

EXHIBIT B

Schedule of Performance

The initial contract will be for a term of one (1) year from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations.

EXHIBIT C

Schedule of Fees

This Agreement is for an amount not to exceed total sum of One Million, Five Hundred and Thirty-Nine Thousand, One Hundred and Fifty-Eight Dollars ($1,539,158.00).

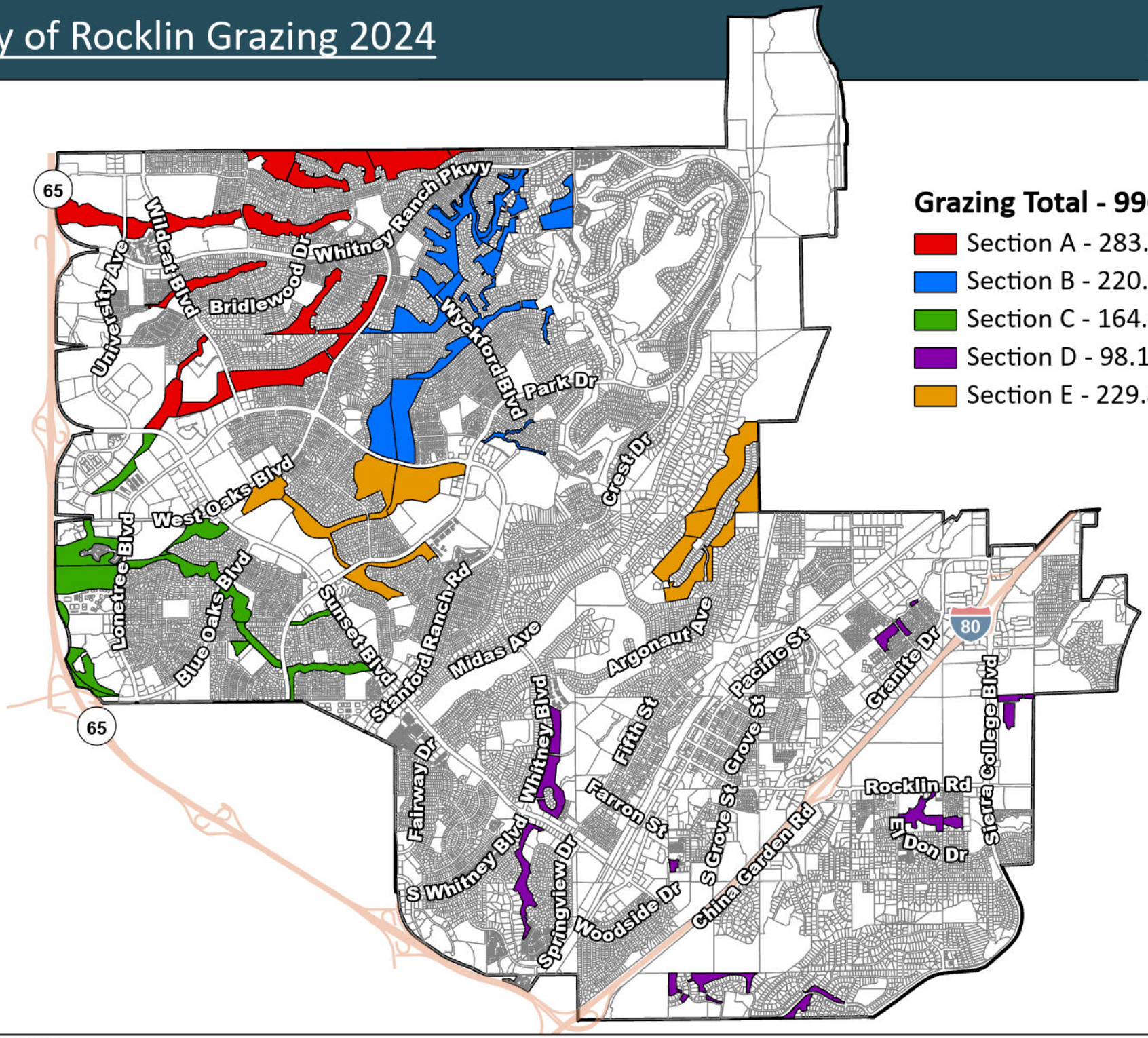
Section	Estimated Acreage	Price Per Acre	Jan. 2024 - Dec. 2024	Jan. 2025- Dec. 2025	Jan. 2026- Dec. 2026
Section A (CFD 5)	283.7	$495.00	$140,431.50	$146,048.00	$151,889.00
Section B (CFD 5)	220.1	$495.00	$108,949.50	$113,306.00	$117,838.00
Section C (CFD 6)	164.4	$495.00	$81,378.00	$84,633.00	$88,018.00
Section D (CFD 5)	98.1	$495.00	$48,559.50	$50,501.00	$52,521.00
Section E (CFD 5)	229.8	$495.00	$113,751.00	$118,301.00	$123,033.00
TOTAL			**$493,070.00**	**$512,789.00**	**$533,299.00**

If the term of the contract is extended beyond the initial one-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change, not to exceed 4%. In its request for price increases Contractor shall cite sources, specific conditions, and document how those conditions affect the cost.

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the Contractor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

The City Manager or their Designee is authorized to add/delete square acreage as the City increases/decreases open space areas.

City of Rocklin Grazing 2024



Date: 9/19/2023

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTORS

By: _____
[Title]

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of completing the work in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

_____
Contractor

_____
Date

_____
Signature

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Twin Oaks Park Snack Bar Roof Repair Contract

Date: February 27, 2024

Submitted By: Justin Nartker, Director of Public Services
Matt McClure, Public Services Manager

Department: Public Services

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 2 to the Agreement for the Twin Oaks Snack Bar Roof with Building Concepts Construction Company and Authorizing the City Manager to Execute Amendment No. 2.

Background:
In October 2023, the City entered into an agreement with Building Concepts Construction Company, in an amount not to exceed $48,220, to replace the roof on the Twin Oaks Park Snack Bar.

Once the existing roof was removed, numerous areas of dry rot were identified that were not visible prior to the roof removal. These areas needed to be repaired prior to work continuing. Amendment No. 1 to the agreement extended the length of time allowed for performance. The areas of dry rot were repaired, work continued, and the project was completed on January 3, 2024.

During the course of project, it was determined the additional work was at a cost of $4,680, which exceeds the contract ceiling. Incorporating the additional cost brings the total contract amount to $52,900, which is over the City Manager's signing authority. Therefore, staff recommends the City Council approve the second amendment to the agreement, increasing the contract ceiling to $52,900.

Fiscal Impact:
There is no fiscal impact to the General Fund from the staff recommendation. The contract cost of $52,900 is included in the FY 2023/24 Operating Budget.

ATTACHMENTS:
1. Resolution with Exhibit A - Amendment No. 2

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR THE TWIN OAKS SNACK BAR ROOF WITH BUILDING CONCEPTS CONSTRUCTION COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2

WHEREAS, on October 12, 2023, the City of Rocklin entered into an agreement with Building Concepts Construction Company, to remove and replace the Twin Oaks Snack Bar Roof; and

WHEREAS, one (1) Amendment has been issued extending the agreement from forty-five business days to sixty business days; and

WHEREAS, staff has determined that there were numerous areas of dry rot not visible prior to the roof removal that need to be remedied before work could continue; and

WHEREAS, the areas of dry rot were repaired for an additional Four Thousand Six Hundred Eighty Dollars, bringing the total contract amount to Fifty-Two Thousand Nine Hundred Dollars ($52,900) which is over the City Manager's signing authority; and

WHEREAS, this project was completed on January 3, 2024.

WHEREAS, There is no fiscal impact to the General Fund and is included in the FY 2023/24 Operational Budget.

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

Section 1. The City Council of the City of Rocklin hereby approves Amendment No. 2 to the Contract for Services with Building Concepts Construction Company and authorizes the City Manager to Execute Amendment No. 2 in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 27th day of February, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Vinta Singh, City Clerk

AMENDMENT NO. 2
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND BUILDING CONCEPTS CONSTRUCTION COMPANY, EFFECTIVE OCTOBER 12, 2023

This Amendment is entered into as of this 27th day of February, 2024, by and between the City of Rocklin, a municipal corporation ("City") and Building Concepts Construction Company, ("Contractor"), who agree as follows:

RECITALS

WHEREAS, Building Concepts Construction Company and the City of Rocklin entered into an agreement on October 12, 2023, to replace the roof at the Twin Oaks Snack Bar; and

WHEREAS, the Contract for Services, Schedule of Fees identified that the not to exceed amount was $48,220; and

WHEREAS, upon removal of the existing roof, additional dry rot was found that needed to be remedied prior to the new roof installation; and

WHEREAS, the cost to perform the dry rot remediation is Four Thousand Six Hundred Eighty Dollars ($4,860) bringing the total contract amount to Fifty-Two Thousand Nine Hundred Dollars ($59,00).

AGREEMENT

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

1. Section "2" entitled "Compensation" is amended to increase the not to exceed amount of the Contract from $48,220 to $52,900.

2. Exhibit A is amended to include the additional services set forth in Exhibit A, attached hereto, and incorporated herein.

3. Exhibit C is amended to include the fees for the additional services, as set forth in Exhibit C, attached hereto, and incorporated herein.

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

Executed as of the date first written above.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

CONTRACTOR

By: _____

Print Name: Michael Peterson

Title: Owner

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

EXHIBIT A

Scope of Services

The additional Scope of Work includes the following:

Numerous areas with dry rot. After removal of existing roofing material dry rot was visible in numerous areas and on every roof slope. Approximately 7-11 sheets of plywood sheathing will need to be removed and replaced. Possible roof rafter replacement will be needed upon inspection. Scissor lift required.

EXHIBIT C

Schedule of Fees

Fees for the services described in Exhibit A will be for an amount not to exceed Four Thousand Six Hundred Eighty Dollars ($4,680).

Existing Contract Amount	$48,220
Additional Cost Above	$ 4,680
Revised Contract Amount	$59,200

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project

Date: February 27, 2024

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

Department: Public Services

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

Background:
The Five Star Boulevard, Destiny Drive, and Mission Hil ls Phase IV Reconstruction project was included in the 2024-2028 Capital Investment Plan and the Fiscal Year (FY) 2023/24 Operating Budget approved by the City Council on June 27, 2023. This project consists of the removal and replacement of three (3) inches of failed asphalt on Five Star Boulevard, Destiny Drive, and Argonaut Avenue (see Attachment 2 for location maps).

The project bid was advertised on December 14, 2023, and December 21, 2023, with the bid opening Thursday, January 18, 2024. Seven (7) bids were received from the following (see Attachment 3 for the Bid Summary):

CONTRACTOR	BID
McGuire and Hester	$1,388,997.50
All Phase Construction	$1,620,410.00
Lamon	$1,692,070.50
George Reed, Inc.	$1,711,470.00
JD Pasquetti	$1,738,129.00
Central Valley Engineering	$1,806,792.50
Western Engineering	$1,867,235.00

Staff has reviewed the bids for sufficiency, determined they were responsive, and determined McGuire and Hester submitted the lowest responsible bid. Staff recommends that the City Council award the contract to McGuire and Hester. Pursuant to the Rocklin Municipal Code

section 3.04.050, the City Manager will have change order authority up to fifteen (15) percent of the contract amount ($208,349.63), bringing the total cost to $1,597,348 (rounded).

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has review Five Star Blvd., Destiny Dr., and Mission Hills Phase IV Reconstruction project and determined that it falls under the previously approved Notice of Exemption for the City's road resurfacing projects, Resolution 2019-236, and is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 & 15302.

Fiscal Impact:

There is no direct fiscal impact to the General Fund from the staff recommendation. This project is funded out of SB1 Road Maintenance and Rehabilitation (RMRA) Fund (205) and SB325 Sales Tax Fund (210). The contract cost of $1,597,348 is included in the FY 2023/24 Capital Improvement Budget.

ATTACHMENTS:

1. Resolution with Exhibit A - Construction Agreement
2. Project Location Maps
3. Bid Summary

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE FIVE STAR BOULEVARD, DESTINY DRIVE, AND MISSION HILLS PHASE IV RECONSTRUCTION PROJECT TO MCGUIRE AND HESTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT

WHEREAS, the Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction consists of removal and replacement of three inch of failed asphalt on Five Star Boulevard, Destiny Drive, and Argonaut Avenue; and

WHEREAS, the invitation for bids was advertised on December 14, 2023, and December 21, 2023, with the bid opening Thursday, January 18, 2024, and bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $1,388,997.50, submitted by McGuire and Hester and staff recommends that the contract for the project be awarded to McGuire and Hester; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen (15) percent of the contract $208,350 (rounded), is automatically authorized for all public works project contracts awarded by the City Council or the City Manager, as long as adequate funds have been appropriated, bringing the total authorized Project amount to $1,597,348 (rounded); and

WHEREAS, this project is included in the Fiscal Year (FY) 2023/24 budget approved by the City Council of the City of Rocklin and is funded using Road Maintenance and Rehabilitation (SB1) Funds (205) and Sales Tax (SB325) Funds (210); and

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

Section 1. The contract for the Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction is awarded to McGuire and Hester and the City Manager is authorized to execute the Construction Agreement with McGuire and Hester in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 27th day of February, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of February 27, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **McGuire and Hester** a California Corporation (hereinafter called "Contractor").

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

I. CONTRACT DOCUMENTS

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

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

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

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

II. DEFINITIONS

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

III. AGREEMENT CONTROLS

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

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: **Five Star Blvd., Destiny Dr., and Mission Hills Phase IV Reconstruction**

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **One Million, Three Hundred and Eighty-Eight Thousand, Nine Hundred and Ninety-Seven Dollars, and Fifty Cents, ($1,388,997.50)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the

General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

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

IVII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

VII. TIME OF COMPLETION

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

IX. INSURANCE

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

X. NO WAIVER OF REMEDIES

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

XI. DETERMINATION OF DAMAGES

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

XII. LIQUIDATED DAMAGES

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

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

VIIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

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

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

XIV. CONTRACTOR BANKRUPT

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

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

XV. PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

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

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

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

XVII. LABOR CODE COMPLIANCE

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

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

XVIII. UNFAIR COMPETITION

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

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

XIX. ASSIGNMENT

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

XIX. NO THIRD PARTY BENEFICIARIES

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

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

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

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

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

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

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

Project Location Maps

Five Star Blvd. & Destiny Dr.



MISSION HILLS PHASE IV



ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Five Star Blvd & Destiny Hills Construction	
DATE: January 18, 2024	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Western Engineering	$1,867,235	$	4	✓
2. Lamon	$1,692,000.50	$	✓ 4	✓
3. McGuire & Hester	$1,388,997.50	$	4	✓
4. Central Valley Engineering	$1,806,792.50	$	4	✓
5. All Phase Construction	$1,620,410	$	4	✓
6. George Reid Inc	$1,711,470	$	4	✓
7. JD Pasquetti	$1,738,129	$	4	✓
8.	$	$		
9.	$	$		
10.	$	$		

Angela Doyle
Angela Doyle, Finance

1/18/2024
Date

Marguerite Bolster-Koller
Marguerite Bolster-Koller, Deputy City Clerk

1/18/2024
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Resolution of Intent to Order the Vacation of a Public Street (Yankee Hill Road)

Date: February 27, 2024

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

Department: Community Development

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

Background:
Yankee Hill Road today exists from Pacific Street in a northerly direction to a dead-end barrier at Antelope Creek and the westbound Union Pacific Railroad (UPRR) line (a location map and diagrams depicting the portion of Yankee Hill Road to be abandoned are included as Attachment 4). Historically, Yankee Hill Road was planned to be built north of the westbound UPRR line but this section of roadway has not been used for public access for many years, and there are no anticipated future needs for its use as a public roadway. The City Council ordered summary vacations of portions of the northerly sections of the roadway in 1986 and 2003 pursuant to City Council Resolution Nos. 86-150 and 2003-127, respectively, and those portions of roadway are now abandoned. This last remainder of roadway that requires abandonment lies between the eastbound and westbound tracks of UPRR.

A portion of the roadway adjacent to Independence Place will be retained in order to provide access to an undeveloped parcel west of Yankee Hill Estates, approved by Planning Commission Resolution No. 2022-12, as “Yankee Hill Road Property Tentative Map” on April 5, 2022.

Due to the existence of several utilities located within the old roadway area, the City will reserve a public utility easement within that portion of the road right-of-way proposed to be abandoned, with the exception of the portion currently covered by the exclusive Pacific Gas and Electric (PG&E) easement associated with their existing gas facility regulator station, located at 3700 Independence Place, as shown in the highlighted portion of Attachment 5. PG&E does not allow other easements or utilities within their exclusive easement area.

Next Steps:
A public hearing will be held at 6:00 p.m. on March 26, 2024, at the Rocklin City Council Chambers, 3970 Rocklin Road, Rocklin, California, to consider a resolution ordering the vacation of this public street right-of-way.

Research by the City has determined that the ownership of the eastern 20-feet of the underlying property subject to the existing right-of-way is held by the City of Rocklin. Therefore, once this Vacation of a Public Street right-of-way has been approved, City Staff intends to proceed with declaring that portion of the former right-of-way as "Exempt Surplus Land" by a resolution for consideration by the City Council at a future regular public meeting, per the California Surplus Lands Act (Govt Code §§ 54220 et seq.).

Fiscal Impact:
There is no fiscal impact associated with vacating the public road, as the processing of the documents and public notices is covered by the application fee paid for by the applicant for the public street vacation, CNA Engineering.

ATTACHMENTS:
1. Resolution - Yankee Hill Intent to Vacate
2. Resolution - Exhibits A and B - Right of Way Vacation
3. Resolution - Exhibit C - PG&E Easement.pdf
4. Vicinity and Location Maps
5. PG&E Easement

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF INTENTION TO ORDER THE VACATION OF A PUBLIC STREET AND
SETTING A PUBLIC HEARING THEREON
(Yankee Hill Road)

The City Council does resolve as follows:

Section 1. Pursuant to the Public Streets, Highways and Service Easement Vacation Law (Sts. & Hy. Code §8300 et seq.), the City Council does hereby declare its intent to vacate that public street, as shown and described in Exhibits A and B, attached hereto and by this reference incorporated herein, subject to the following reservation and exception:

a. A public utility easement shall be retained along with all other existing public and private easements.

Section 2. A public hearing on this matter shall be held at 6:00 p.m. on March 26, 2024, at the Rocklin City Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 3. The City Clerk shall cause a notice of the date, hour and place of the hearing on this Resolution of Intention to be published at least once a week for two successive weeks in the Placer Herald, a newspaper of general circulation within the City of Rocklin, and shall mail, by certified mail, a copy of this Resolution of Intention to all public bodies and public utility companies who have requested notice of vacation proceedings under Streets and Highways Code section 8346.

Section 4. Not less than two weeks before the date set for public hearing, the City Clerk shall cause notice of the intended vacation to be posted along the street proposed to be vacated. The notice shall refer to the passage of the Resolution, the day, hour and place set for hearing and shall describe the street proposed to be vacated. Notices shall be posted not more than 300 feet apart, or as otherwise provided in Streets and Highways Code section 8323, and at least three notices shall be posted.

PASSED AND ADOPTED this 27th day of February, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibits A and B
(Legal Description and Plat of Street)

EXHIBIT "A"

Yankee Hill Road Abandonment Descriptions

PARCEL ONE

All that portion of Yankee Hill Road (40 feet wide; formerly Walters Road) in the City of Rocklin, County of Placer, State of California lying southerly of the westerly prolongation of the southerly boundary line of Independence Place (50 feet wide) as said southerly boundary line is shown upon the FINAL MAP OF YANKEE HILL ESTATES UNIT I recorded in Book Y of Maps at page 58, Placer County Records, southerly to the general northerly boundary line of the S.P.R.R. BK 117 O.R. PG 19 parcel, and the southwesterly prolongation of said general northerly boundary line, as shown upon PARCEL MAP NO P-70932 recorded in Book 5 of Parcel Maps at page 123, Placer County Records, more particularly described as follows:

Beginning at the northwesterly corner of Lot 32 as said lot is shown upon said Map (Y Maps 58) and running along the westerly prolongation of the southerly boundary line of Independence Place

(1) north 89°43'55" west 40.00 feet; thence leaving said westerly prolongation
(2) south 00°16'05" west 315.21 feet to a point in a line being the southwesterly prolongation of the general northerly boundary line of said S.P.R.R. BK 117 O.R. PG 19 parcel, said line also being the southwesterly prolongation of the southerly boundary line of LOT "A" as shown upon said Map (Y Maps 58); thence along said southwesterly prolongation
(3) north 71°45'30" east 42.18 feet to the southwesterly corner of said LOT "A"; thence leaving said southwesterly prolongation and running along the westerly boundary line of the YANKEE HILL ESTATES UNIT I subdivision as shown upon said Map (Y Maps 58)
(4) north 00°16'05" east 301.82 feet to the to the point of beginning.

Containing 0.28 acres of land.

PARCEL TWO

All that portion of Yankee Hill Road (40 feet wide; formerly Walters Road) in the City of Rocklin, County of Placer, State of California lying northerly of the westerly prolongation of the northerly boundary line of Independence Place (50 feet wide) as said northerly boundary line is shown upon the FINAL MAP OF YANKEE HILL ESTATES UNIT I recorded in Book Y of

Maps at page 58, Placer County Records, northerly to the general southeasterly boundary line of the SOUTHERN PACIFIC RAILROAD COMPANY 116 O.R. 179 & 116 O.R. 492 parcel as shown upon PARCEL MAP NO P-70932 recorded in Book 5 of Parcel Maps at page 123, Placer County Records, more particularly described as follows:

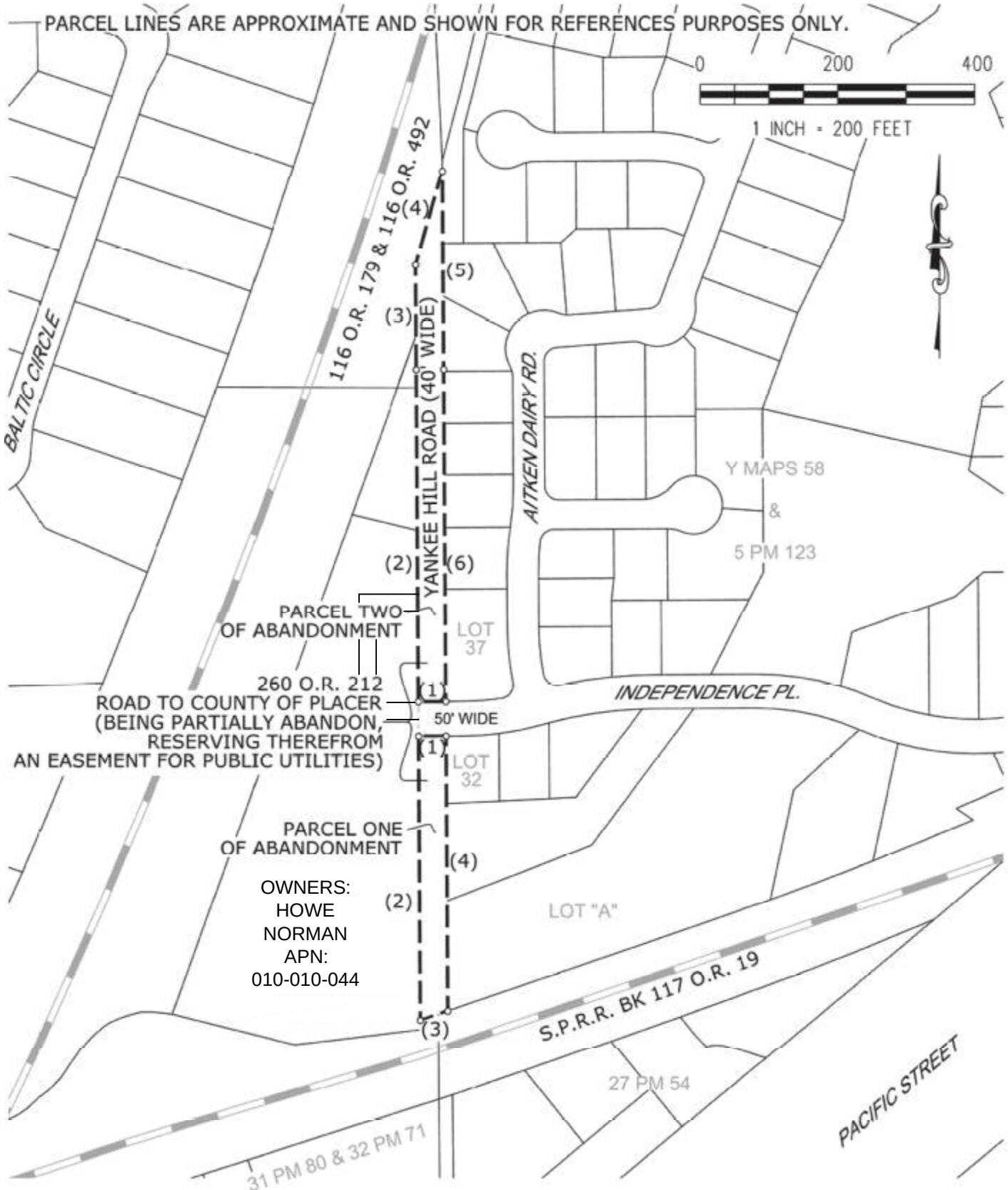
Beginning at the southwesterly corner of Lot 37 as said lot is shown upon said Map (Y Maps 58) and running along the westerly prolongation of the northerly boundary line of Independence Place

(1) north 89°43'55" west 40.00 feet; thence leaving said westerly prolongation
(2) north 00°16'05" east 486.01 feet; thence
(3) north 00°12'23" east 175.10 feet to a point in the general southeasterly boundary line of the SOUTHERN PACIFIC RAILROAD COMPANY 116 O.R. 179 & 116 O.R. 492 parcel, as shown on said Parcel Map (5 Parcel Maps 123); thence along said general southeasterly boundary line
(4) northerly along a non-tangent curve, concave westerly, with a radius of 5779.58 feet, through a central angle of 01°21'15" and from a radial line that bears S 72°05'16" E at the northerly terminus of the preceding course, an arc distance of 136.59 feet to a point in the westerly boundary line of the YANKEE HILL ESTATES UNIT I subdivision as shown on said Map (Y Maps 58); thence leaving said general southeasterly boundary line and running along said westerly boundary line
(5) south 00°12'23" west 305.74 feet; thence
(6) south 00°16'05" west 486.01 feet to the to the point of beginning.

Containing 0.67 acres of land.

CHRIS OLIVIERA, RCE 33407

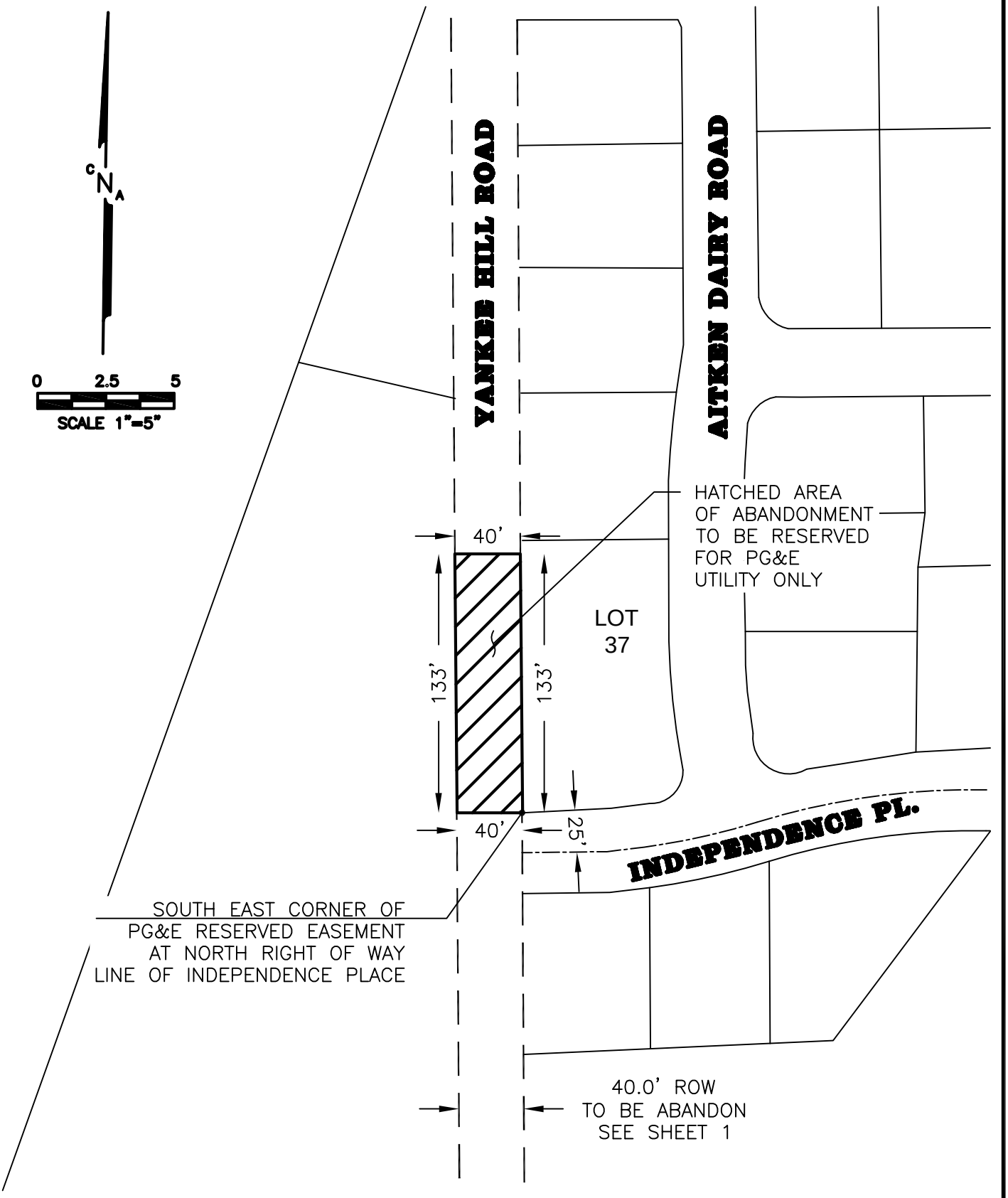




CNA ENGINEERING INC.
CIVIL ENGINEERING, LAND SURVEYING,
PLANNING, STRUCTURAL DESIGN
PHONE: (916) 485–3746
2575 VALLEY ROAD, SACRAMENTO, CA 95821
www.cnaeng.com

EXHIBIT "B"
YANKEE HILL ROAD ABANDONMENT

SCALE: 1"= 200'
DATE: 03/02/2022
FILE: 18006.DWG

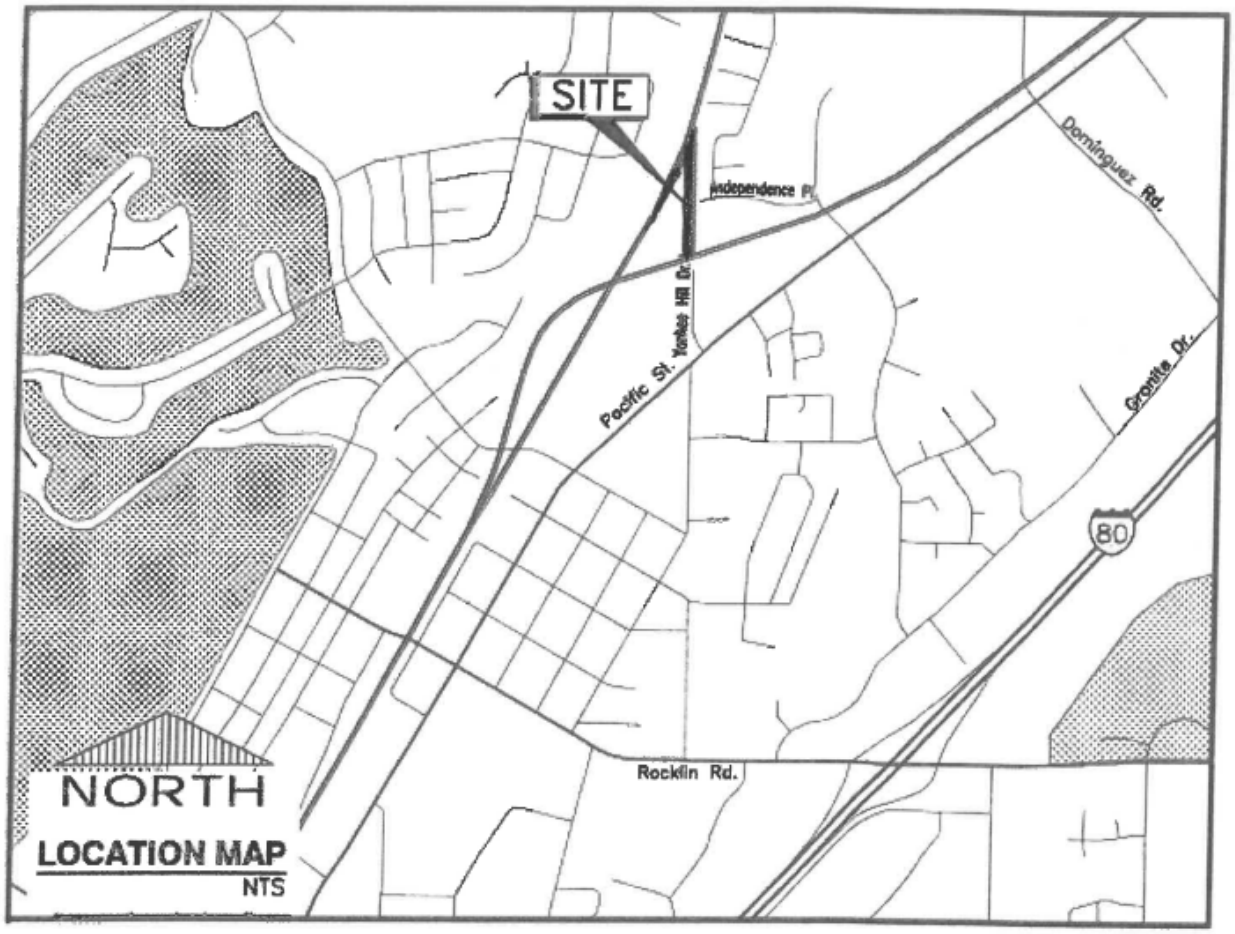


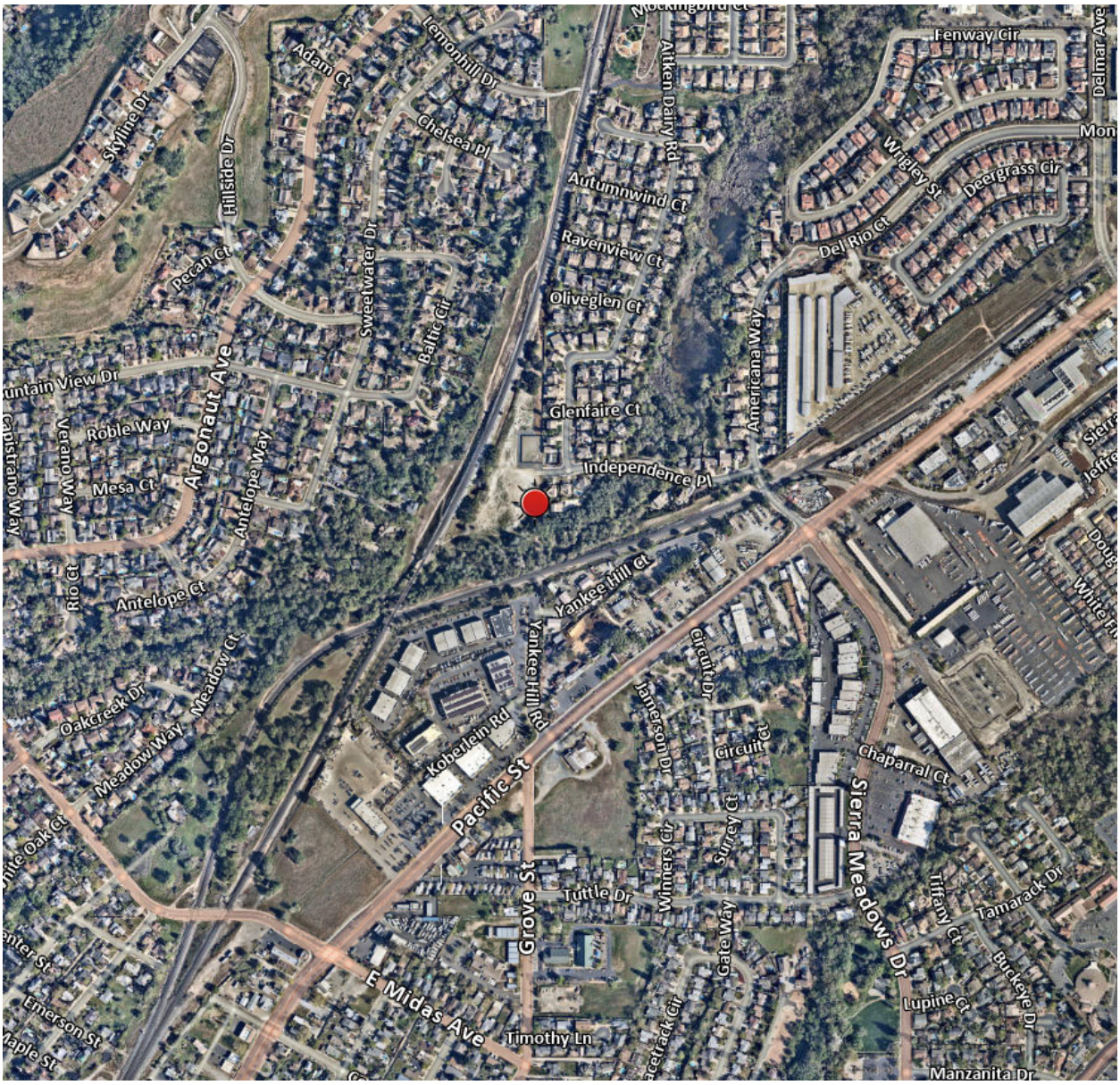
CNA ENGINEERING INC.
CIVIL ENGINEERING, LAND SURVEYING,
PLANNING, STRUCTURAL DESIGN
PHONE: (916) 485-3746
2575 VALLEY ROAD, SACRAMENTO, CA 95821

EXHIBIT "C"
YANKEE HILL ROAD
ABANDONMENT
SHEET 2 OF 2

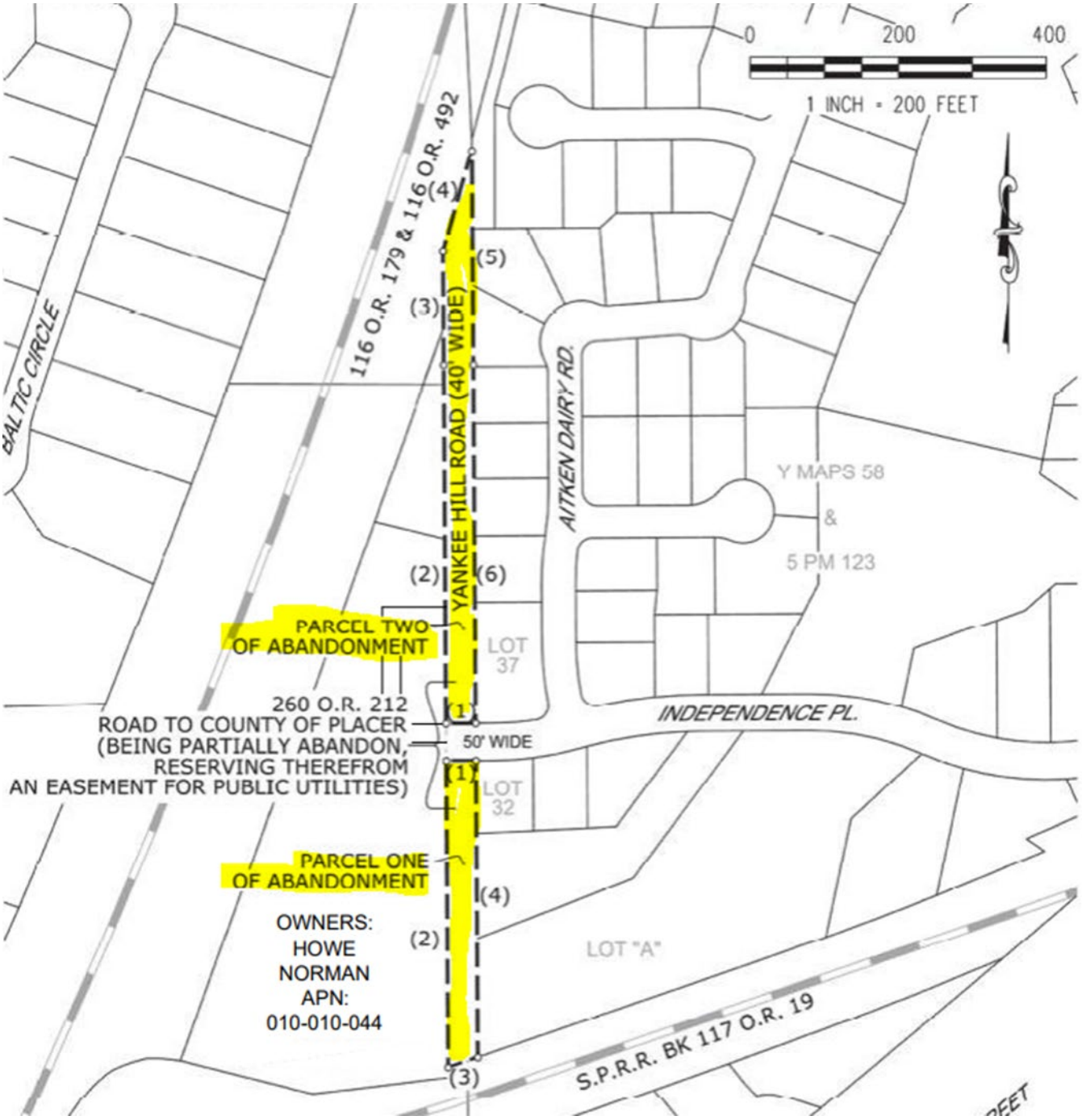
SCALE: 1"= 200'
DATE: 12/12/2023
FILE: 18006.DWG

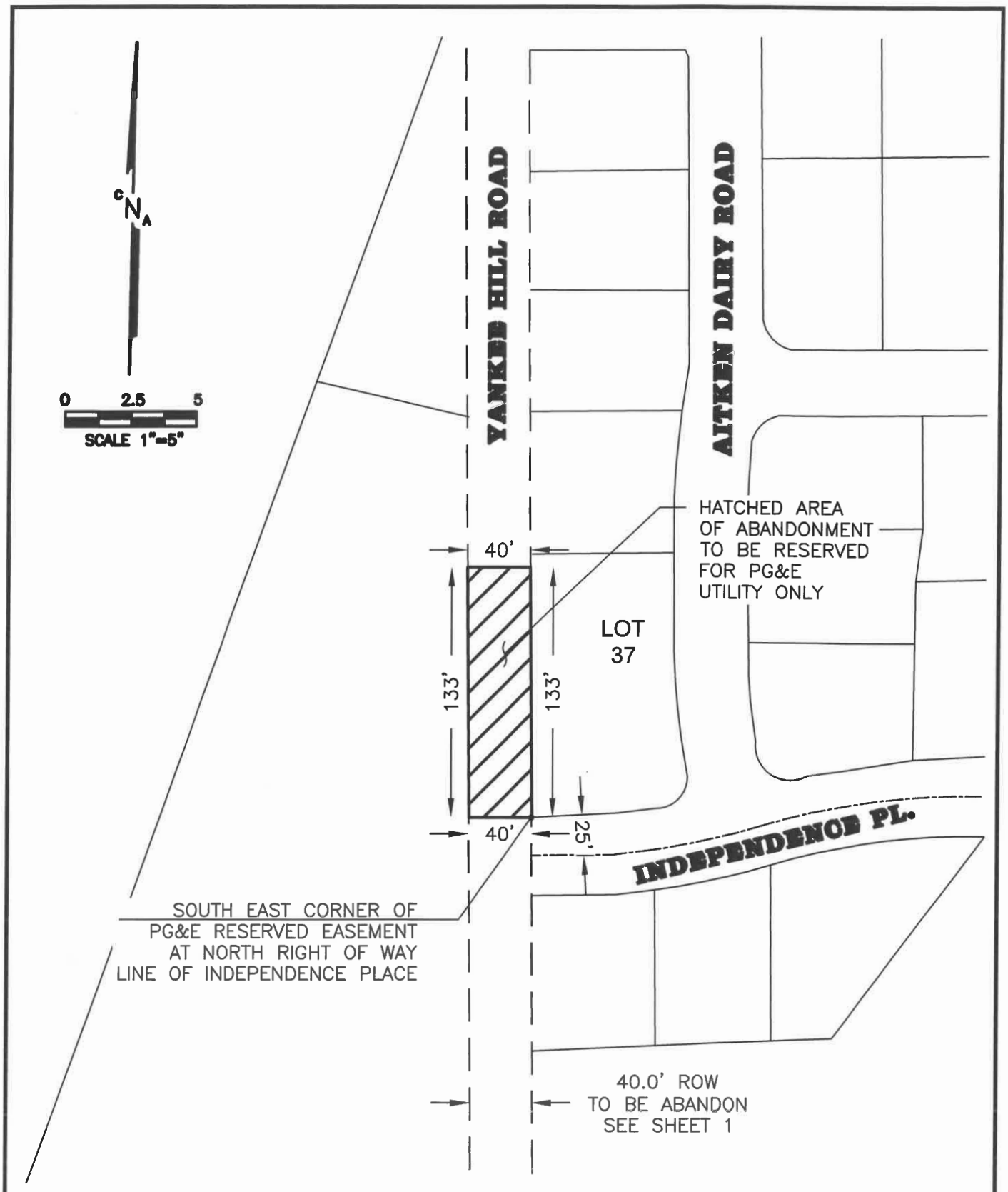
ATTACHMENT 1
Road Abandonment Vicinity and
Location Maps




Fenway Cir
Delmar Ave
Aiken Dairy Rd
Lemonhill Dr
Adam Ct
Skyline Dr
Hillside Dr
Chelsea Pl
Wrigley St
Deergrass Cir
Autumnwind Ct
Del Rio Ct
Ravenview Ct
Oliveglen Ct
Pecan Ct
Sweetwater Dr
Baltic Cir
Americana Way
Argonaut Ave
Roble Way
Veranno Way
Mesa Ct
Antelope Way
Glenfaire Ct
Independence Pl
Rio Ct
Antelope Ct
Yankee Hill Ct
Yankee Hill Rd
Circuit Dr
Meadow Ct
Oakcreek Dr
Meadow Way
Koberlein Rd
Jamerson Dr
Circuit Ct
Chaparral Ct
Pacific St
Sierra Meadows Dr
Grove St
Winners Cir
Surrey Ct
Tuttle Dr
Tiffany Ct
Tamarack Dr
Gate Way
Buckeye Dr
Lupine Ct
E Midas Ave
Timothy Ln
Emerson St
Manzanita Dr

Road Abandonment Location





CNA ENGINEERING INC. CIVIL ENGINEERING, LAND SURVEYING, PLANNING, STRUCTURAL DESIGN PHONE: (916) 485-3746 2575 VALLEY ROAD, SACRAMENTO, CA 95821	ATTACHMENT 2 YANKEE HILL ROAD ABANDONMENT SHEET 2 OF 2	SCALE: 1"= 200' DATE: 12/12/2023 FILE: 18006.DWG

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Sunset Whitney Recreation Area Improvements

Date: February 27, 2024

Submitted By: David Mohlenbrok, Director of Community Development
Hunter Young, City Engineer/Deputy Director of Community Development

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding a Professional Services Contract for the Sunset Whitney Recreation Area Improvements Project to RSC Engineering, Inc. and Authorizing the City Manager to Execute the Agreement.

Background:

In 2018 the City of Rocklin completed the purchase of approximately 184 acres of land, formerly known as the Rocklin Golf Club, and which is now the Sunset Whitney Recreation Area (SWRA). After purchasing the property, the City conducted public engagement sessions to identify preferred recreational uses of the land as well as implement public safety measures such as trail improvements preparatory to the public using the trails. Furthermore, the Parks, Recreation, and Arts Commission as well as the City Council desired a master plan be developed for the area.

To this end, in April 2022, the City Council awarded an agreement to Melton Design Group (Melton) to develop the SWRA master plan. Following extensive stakeholder outreach, site analysis, and conceptual design, the master plan was presented for City Council consideration on February 14, 2023. The master plan provides for a multi-phased approach to implement various amenities, including a 16-court pickle ball facility as part of Phase I.

While the master plan was in its final stage of development, in December 2022 staff solicited proposals from landscape architects and/or civil engineers for the design of initial improvements, primarily the parking lot upgrades and the pickle ball courts. Multiple responses were received in early 2023 and evaluated based upon experience and qualifications of the firm, understanding of the services proposed, and completeness of the proposal. Staff determined RSC Engineering to be the most qualified to perform the professional services in connection with the project.

After advising RSC Engineering of the pending contract, staff engaged the consultant team several times during the past year to refine the proposed scope of work while staff performed

their due diligence with utility providers, and more specifically coordinating with the South Placer Municipal Utility District (SPMUD) on sewer related items, as this impacts the final location of both the pickle ball courts and the restroom facility. Additional minor changes to the master plan have also been contemplated since City Council adoption, leading to the delay in staff recommending a contract award to the City Council.

Staff now recommends that the City Council award a professional services contract to RSC Engineering to prepare design documents for Phase I improvements, which includes the following items:

1. Design of the proposed pickle ball courts;
2. Selection of a prefabricated restroom facility with associated design for a foundation and utility connections;
3. Site civil design of the full parking lot and underground utility infrastructure;
4. Utility coordination with utility companies; and
5. Technical studies to support an environmental document complying with California Environmental Quality Act guidelines.

The scope of work originally included only the pickle ball court design, however, upon further internal discussion, staff recommends augmenting the scope of work to include the restroom facility as identified in the 2024-2028 Capital Improvement Program. Furthermore, completing the site design to understand all utility needs for not only the pickle ball courts, but also future improvements will allow the City to better understand financial commitments and how to potentially phase construction.

It is anticipated that the design team will work to complete the broader site civil design over the next year concurrently with the environmental technical studies, with construction to follow in 2025.

Fiscal Impact:
The proposed fee for the professional services agreement is a time and materials agreement not to exceed $300,000.

Sufficient funds are available in the Sunset Whitney Recreation Area Improvements and Restrooms projects in the General Fund (100) to allow the design phase to proceed.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - RSC Engineering, Inc. Contract

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING A PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES FOR THE SUNSET WHITNEY RECREATION AREA IMPROVEMENTS PROJECT TO RSC ENGINEERING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, in 2018 the City of Rocklin completed the purchase of land formerly known as the Rocklin Golf Club and which is now the Sunset Whitney Recreation Area (SWRA); and

WHEREAS, in 2022 the City of Rocklin retained Melton Design Group to prepare the SWRA master plan and to identify proposed improvements, including installation of pickle ball courts; and

WHEREAS, City staff solicited proposals to provide professional landscape architectural and engineering services; and

WHEREAS, the City now desires to enter into a contract with RSC Engineering, Inc. to provide the professional services necessary to construct various improvements at SWRA, including, at a minimum, pickle ball courts and a restroom facility; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved Capital Improvement Program budgets.

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

Section 1. The City Council of the City of Rocklin awards the contract for professional services to RSC Engineering, Inc., and authorizes the City Manager to execute the agreement in substantially the form attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 27th day of February, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and **RSC Engineering, Inc.** "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Three Hundred Thousand ($300,000.00).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

1. Job/project name or description;
2. City's current purchase order and/or work order number (if applicable);
3. Contractor's invoice number;
4. Date of invoice issuance;
5. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
6. Amount of invoice, itemizing all authorized reimbursable expenses;
7. Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until **December 31, 2027** unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

5. SUSPENSION / TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

1. Contractor shall immediately cease rendering services pursuant to this agreement;
2. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
3. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against

Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred**.**

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict-of-interest code and as

directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR - NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and

completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at

least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days for notice of cancellation due to non-payment.

4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies:** If any of the required policies for professional liability insurance provide claims-made coverage:

    a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage:** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by

this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL / MISCELLANEOUS PROVISIONS

A**.** **Contract Documents**. This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: Hunter Young, City Engineer
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: James Vanderpost, P.E.
Vice President
RSC Engineering, Inc.
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties' consent to jurisdiction over their

persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees**. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts**; **Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include **digital electronic signatures** (DocuSign). The use of digital **electronic signatures** and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

RSC Engineering, Inc.

By: _____

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

EXHIBIT A

Contractor Proposal / Scope of Work

The Scope of Work is as follows:

February 7, 2024

City of Rocklin
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

Attn: Hunter Young

Subject: **Sunset Whitney Recreation Area Pickle Ball Design**
Rocklin, CA

Dear Hunter,

RSC Engineering, Inc. (RSC) is pleased to pleased to submit this proposal for professional Civil and Landscape architectural services in connection with the above referenced project. RSC Engineering with Fuhrman Leamy Land Group, (FLLG), shall provide professional services on the project referenced above, the extent of which is for approximately 16 pickleball courts and adjacent site improvements relating to the upgrades/reconstruction of the existing parking lot, accessible path to Midas, the area for the restroom facilities and maintenance buildings This proposal is based on the Master Plan provided by the City and meetings with City staff

RSC Engineering, Inc.
Consulting Engineers

SCOPE OF SERVICES

PHASES OF WORK

RSC and their subconsultant team shall provide professional design services for the construction document and construction administration phases of work.

ITEMS OF WORK

The following shall provide the base items of work:

1. Technical studies
2. Site Design, layout, and details for courts, pedestrian pathways (including ADA ramps, stairs) and site amenities.
3. Irrigation system and water use calculations.
4. Planting Plan and soil preparation.
5. Parking lot renovations and drainage
6. Sewer, water and storm utility renovations.
7. Court & Parking lot lighting and electrical.
8. Restroom placement & utilities.
9. Coordinate "maintenance building" with City
10. Supplemental survey and utility location.

The contribution of RSC and FLLG to the project under scope items 1-10 above shall be limited to areas of design and aesthetics.

RSC does not assume responsibility for the work of other consultants, unless identified above, in production of contract documents of the sufficiency thereof necessary to the execution of the work.

1420 Rocky Ridge Dr.
Suite 150
Roseville, CA
95661
916.788.2884
Fax 916.788.4408
info@rsc-engr.com

We shall use existing field topographic survey of the existing site conditions using existing documents available from the project engineer. The scale will be 1" = 20' unless otherwise specified by client and the contour interval will be one foot. Use existing geotechnical soils test to determine pavement structural sections for flat work and structural design for park amenities.

PROCEDURE

TECHNICAL STUDIES

RSC will coordinate with consultants to provide requested studies to the City of Rocklin. Potential studies could include:

1. Biological Resources Assessment
2. Aquatic Resources Delineation
3. Arborist Survey
4. Built-Environment and Archaeology Records Research
5. Built-Environment and Archaeology Survey
6. Built-Environment and Archaeology Report
7. Air Quality/Green House Gas Report
8. Noise Study

The provided fee is an estimate and is subject to change based on the necessary scope of the studies.

CONSTRUCTION DOCUMENTS

RSC and FLLG will prepare 20 scale civil and landscape improvement plans (in AutoCAD v.2021 format). Civil and Landscape improvement plans shall include specifications, locations, sizes and quantities, and notes, legends, and details necessary to construct the work. RSC and FLLG shall prepare working drawings and specifications to reasonably conform to the applicable codes and regulations of governmental bodies having jurisdiction over the design process at the time of preparation.

CONSTRUCTION DOCUMENTS PHASE - Initial - 35% Submittal

RSC and FLLG will provide review and comment on progress of the project's design components including site grading, drainage, layout, and site furnishings. Prepare refined design development plans that show the character, aesthetic, size and location of the proposed improvements. Plans will be completed to a 35% design level and shall include the following:

1. Input final desired base design into electronic AutoCad format utilizing both the Design Development Master Plan and tied to digital site topographic survey provided by the City or RSC Engineering.
2. Cover Sheet with project name, address, signature block, sheet index, vicinity map, location map, and City of Rocklin Engineering and Parks General Notes.

3. Construction Layout Plans with general dimensions, material and finishes and detail references.
4. Finish grading and drainage plans to confirm interface with existing conditions.
5. Storm Water Pollution prevention plan per City Standards.
6. Irrigation plan showing anticipated point of connection and mainline alignment and layout.
7. Planting plans identifying proposed tree, shrub and ground cover locations, and protection of existing site vegetation to remain.
8. Provide Updated Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS - 90% and 100% Submittals

Upon approval of the 35% submittal by the City of Rocklin, RSC and FLLG will perform the detailed design of the project and produce the construction drawings and cost estimate necessary to put the project out to competitive bid. Plans shall be submitted for review at the 90%, 100% for final bid document stages. Construction documents shall include the following:

1. Cover Sheet with project name, address, A.P.N.,
   - 1.1. Volume of earthwork quantities
   - 1.2. Signature block, sheet index, vicinity map, location map, utility representative block
   - 1.3. City General Notes and Layout Legend
   - 1.4. Limit of Work and Additive Alternate Descriptions if necessary

2. Existing Conditions Demolition and Protection Plan.

3. Construction Layout Plan
   The layout plan will be referenced from the existing monuments located in the streets or a bench mark established by a surveyor and will include a dimensioned site plan showing locations of the following:
   - 3.1 Picnic tables, benches, drinking fountain, shade structure, and trash receptacles.
   - 3.2 Concrete (or AC) paving layout, curb, and joint layout.
   - 3.3 Striping and Traffic signage layout
   - 3.4 Restroom
   - 3.5 Mowstrip / Header Board layouts.
   - 3.6 Plaza area layout.
   - 3.7 Shade structure layout

4. Construction Details and Finish Schedule
   - 4.1 Site furnishings connections
   - 4.2 Drinking Fountain (if requested)
   - 4.3 Footings for Pre-Fabricated shade structures.
   - 4.4 Pickleball court sections and fence footings.
   - 4.5 Footings for Light standards.
   - 4.6 Concrete Flatwork.
   - 4.7 Parking and Drive Aisle Paving

5. Grading Plan
   - 5.1 Site spot elevations using City provided topographic information for reference.

5.2 Storm Drain improvements will be designed to intercept on site runoff and convey to the existing conveyance system.
5.3 Spot elevations and contour grading.
5.4 Approximate cut and fill calculations updated for each submittal.

Note: Drainage System Upgrades – RSC will prepare plans for a storm drainage system associated with the parking lot upgrades as noted above and the proposed pickle ball court. The plans will include calculations for the storm drain pipe as well as the anticipated bio-retention area(s) downstream of the improvements. Please note that it is assumed that storm drain discharge to the adjacent creek complete with an outfall structure and associated environmental permits is not included. It is anticipated that the bio retention system will drain overland to the existing swales located on the property just beyond the parking area.

6. Storm Water Pollution Prevention Plan

7. Utility Plans
   7.1 Wet Utility Plans
   7.2 Water system includes drinking fountains, and service to the landscape irrigation quick couplers.
   7.3 Sewer Connection for Drinking Fountain.
   7.4 Electrical Plan for Site Lighting with fixture types, details and locations
   7.5 Site electrical one line diagrams for site electrical needs and lighting.

Note: Sanitary Sewer Design – RSC will prepare plans for the sanitary sewer system to service the proposed restroom and future buildings. Please note based on initial feedback from SPMUD there is concern with the existing pipe condition such that a new connection to the public system on Midas may be necessary. The fee for the sewer design anticipates a new connection to the public system going over/thru the creek, similar to the existing service lateral pipe. It is assumed that the CEQA documents will reflect the potential creek crossing. A lift station design is not included with this fee proposal.

Note: Water Plans and Design – RSC will prepare plans to reflect the demolition of the existing water system on site within the limits of work as necessary and extending new private water lines to reflect the requirements for placement of hydrants and domestic service lines to the restrooms complete with stubs for future extension. Please note it is assumed upgrades to the laterals from the mainline to the existing water meter and backflow devices will not be required by PCWA nor the City.

8. Planting Plan
   8.1 Species, size, quantities and location of trees, shrubs, ground cover, and hydroseed
   8.2 Water use zoning
   8.3 Provide Soils fertility report for soil conditioner and amendment recommendations.

9. Irrigation Plan
   - 9.1 Sprinkler head layout, valves, piping and tie in to existing controller.
   - 9.2 Equipment shall meet City Standards and Specifications.
   - 9.3 Electrical and civil coordination.
   - 9.4 Irrigation scheduling and water use calculations.

10. Construction Specifications
    - 10.1 Prepare specifications and Bid Form for the proposed work using City Standards.
    - 10.2 Front end "boilerplate" provisions to be provided by City.

11. Opinion of Probable Construction Cost
    - 11.1 Prepare opinion of probable construction cost at the 90% submittal.
    - 11.2 Update opinion of probable construction cost @100% and final bid document submittals in bid form format.

12. Meetings
    - 12.1 Provide up to two (2) coordination meetings with City of Rocklin staff at 90% and 100% submittals.

13. Agency Submittals
    - 13.1 Provide coordination of construction plan submittals with the City Depts.
    - 13.2 Provide response to comment letter and other required Agencies and utility companies.
    - 13.3 Provide initial submittal @ 90% completion and a 100% re submittal of plans to City of Rocklin for review and prepare response to comments in letter form for each submittal.
    - 13.4 Provide reproducible set of final plans, specifications and opinion of probable costs.
    - 13.5 Provide electronic copy of final plans, specifications and opinion of probable costs

    Note: RSC will submit plans to SPMUD and PCWA as necessary (pending scope of improvements) for review and approval.

CONSTRUCTION ADMINISTRATION

RSC and FLLG recommends periodic visits to the site to familiarize itself with the general progress and quality of workmanship and compliance with the contract documents. Recommended construction administration services may include a job start meeting, additional site observations and field reports, specimen tree search time and general administration (i.e. bid coordination, material submittal reviews, plan interpretations, change order requests and proposal reviews, record drawing reviews, correspondence, etc.). On the basis of the site observations, RSC and FLLG would keep the Client informed of the progress of construction.

RSC nor FLLG shall not be held responsible for construction means, methods, techniques, sequences, and or procedures in connection with the work. RSC nor FLLG shall also not be

held responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents.

DEVELOPMENT BUDGETS

As part of the design development phase, the proposed development construction budget shall be established and approved. This development budget shall be revised and approved upon the completion of the contract documents phase. In the event that the development budget is reduced or increased by more than 10% between the time of approval of the construction document phase budget and the time of award of a construction contract, cost modifications to drawings and specifications to meet the revised budget shall be considered extra services.

DESIGN APPROVAL

The Client shall designate a person responsible for design direction to RSC for this project and shall maintain authority for approval. In the event that others, as approved by the designated party, reject the design, and a redesign is required, such redesign services shall be compensated as extra services.

EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information of services as required for performance of the work. RSC assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should RSC or FLLG be required to provide services in obtaining or coordinating compilation, such services shall be charged as extra services.

1. Legal descriptions
2. Utility and man-made base information
3. Aerial photography
4. Any engineering services not identified herein.
5. Water features design and detailing
6. All permits, plan checking, inspection and other agency fees
7. Geotechnical Report
8. Submittal applications
9. Site amenity details
10. Opinion and compilation of fee requirements
11. Electric, Telephone, CATV & Gas service applications and design.
12. Joint Trench Coordination
13. Water Supply Calculations and Modeling
14. Topographic and Boundary Survey

EXHIBIT B

Schedule of Performance

The Scope of Work identified in Exhibit A will be completed by December 31, 2027.

EXHIBIT C

Schedule of Fees

The Schedule of Fees is as follows:

FEE SCHEDULE

Fee(s) for the professional services described above shall not exceed ***three hundred thousand dollars.*** Expenses will be billed in addition to the professional service fees and in accordance with the attached rate Appendix A. The professional service fees are broken down per phase of the project and per work phase as follows:

Technical Studies	$	100,000.00
Construction Documents Phase		
CIVIL ENGINEERING	$	87,000.00
FLLG	$	47,000.00
ELECTRICAL ENGINEERIG	$	18,500.00
STRUCTURAL ENGINEERING	$	10,500.00
MAINTENANCE BUILDING CORD	$	20,000.00
Total Design Services	$	183,000.00
Contract Administration Phase	$	15,000.00
Reimbursable Allowance	$	2,000.00
Estimated Total	$	300,000.00

We hope that you find our fee proposal to be complete and thorough.

If this proposal and the attached Fee Schedule meet with your requirements, you may indicate your approval by executing this document in the space provided below and returning it to our office. We welcome the opportunity to work with you on this project.

The above fees will not be exceeded without authorization from the Client. Additional services will not be performed without authorization from the Client.

If you have any questions, require clarification or wish to discuss any aspect of this proposal, please do not hesitate to call.

Sincerely,

James Vanderpost, P.E.
Vice-President

APPENDIX A

FEES FOR PROFESSIONAL SERVICES

1. Compensation for services shall be provided in accordance with the fee schedule and terms on the attached APPENDIX A.
2. For the fees outlined in the proposal, RSC shall submit monthly invoices for progress payment based upon the percentage of work completed in accordance with the specified time sequence that the client's accounting process requires.
3. Reimbursable expenses shall be billed monthly or with fee invoices.
4. RSC shall maintain the right to cease work on the project if compensation is not provided in a timely manner.
5. Administrative time required on the part of the consultant to provide invoicing that meets the Client's special billing requirements, and/or forms or formats, will be billed in addition to the professional service fees outlined above. Billing for these services will be done on a time and material basis, per the attached Appendix A.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost plus 15% and are not included in the estimated lump sum fee for professional services.

1. Cost of copies of drawings, specifications, reports, and construction estimates, photography, photographic reductions, and other documents furnished or prepared in connection with the work of this proposal.
2. Cost of delivery and shipping expenses not including first class mail.
3. Long distance telephone and fax charges.
4. Travel expenses and mileage are billed at the current IRS rate per mile.

HOURLY RATE SCHEDULE

When requested by the OWNER, ENGINEER, or ARCHITECT hourly rate services shall be provided using the rate schedule below and invoiced monthly or on an approved fixed fee established when the services are authorized and or when requested by the OWNER.

RSC HOURLY RATE SCHEDULE

Senior Principal Engineer	$212.00
Principal Engineer	$191.00
Managing Engineer	$180.00
Engineer IV	$152.00
Engineer III	$140.00
Engineer II	$126.00
Engineer I	$114.00
Technician VI	$152.00
Technician V	$140.00

Technician IV	$122.00
Technician III	$114.00
Technician II	$ 102.00
Technician I	$ 91.00
Managing Planner	$175.00
Planner III	$140.00
Planner II	$126.00
Planner I	$114.00
Support Staff	$ 61.00

FLLG HOURLY RATE SCHEDULE

Principal	$210.00/HR.
Project Manager	$175.00/HR
Landscape Architect	$150.00/HR.
Landscape Designer/Draftsperson	$120.00/HR.
Administrative Staff	$ 75.00/HR.

INSURANCE

The following list outlines the "standard" insurance coverage that is maintained by RSC

1.	Professional Liability (Errors & Omissions)	
1.1.	Per Occurrence	$2,000,000.00
1.2.	Aggregate	$2,000,000.00
2.	General Liability	
2.1.	Per Occurrence	$2,000,000.00
2.2.	Aggregate	$4,000,000.00
3.	Auto Liability	$1,000,000.00

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

RSC Engineering, Inc.

By: _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Community Park Pump Track

Date: February 27, 2024

Submitted By: David Mohlenbrok, Director of Community Development
Hunter Young, City Engineer/Deputy Director of Community Development

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding a Construction Contract for the Whitney Community Park Pump Track Project to American Ramp Company and Authorizing the City Manager to Execute the Agreement.

Background:
The City of Rocklin maintains 37 developed parks and another 200+ acres of open space providing a host of amenities and recreational activities for its residents. Over the past three years, the City considered installation of a bicycle pump track at various locations of which Whitney Community Park was determined to be the best-suited location. On July 26, 2022, the City Council awarded a design contract to American Ramp Company (ARC) to provide construction drawings for the pump track.

On June 27, 2023, staff presented the pump track conceptual design to the City Council for feedback. Additionally, staff provided a menu of options from which the City Council selected which amenities it considers of highest importance to the community. The top three priorities included: a bicycle pump track, a rubberized surface surrounding the track, and a parking lot extension to increase on-site parking.

ARC's construction documents include the bicycle pump track and rubberized surface surrounding the track; the City will separately contract out the construction of the parking lot extension and will return to the City Council at a future meeting to make a recommendation for contract award for that particular element of the larger project.

Rocklin Municipal Code (RMC) Section 3.04.070 sets forth the requirements associated with a formal, competitive bidding process for Public Works projects. Because staff considers the construction of a bicycle pump track to be specialty work requiring field expertise not typically had by roadway contractors, staff utilized the resources of a company called Sourcewell in lieu of holding its own bidding process.

Sourcewell is a cooperative purchasing program designed to provide state and local governments with access to competitively awarded cooperative purchasing agreements. The City is a member of Sourcewell and therefore able to piggyback off of their competitive procurement process as authorized by RMC Section 3.04.090(C). Sourcewell, through its publicly advertised Request for Proposals (RFP) process, previously selected contractors uniquely qualified to deliver bicycle pump tracks. For additional details associated with Sourcewell and its procurement process, visit https://www.sourcewell-mn.gov/.

The City subsequently requested construction pricing from ARC, the top ranked pump track contractor as determined by Sourcewell (ranked No. 1 out of eight bidding contractors). ARC's bid for construction is $715,401.10.

RMC Section 3.04.050 authorizes a contingency amount of up to 15 percent of the contract amount. The recommended contingency for this project is $84,598.90 (11.8% of the contract), for a total authorized construction budget of $800,000.00.

Environmental Analysis:

The development of the Whitney Community Park, and thus the proposed project, was analyzed as required by the California Environmental Quality Act (CEQA) as a part of the Northwest Rocklin Annexation Area Environmental Impact Report (EIR) and associated Addendum, approved and certified by City Council Resolutions No. 2002-230 and 2008-252, respectively. Pursuant to Public Resources Code Section 21166 and Section 15162 of California Code of Regulations, Title 14, Division 6, Chapter 3 (CEQA Guidelines), no further environmental review of the project is required.

Fiscal Impact:

Northwest Rocklin Community Park Fee Funds (Fund 307) in the amount of $920,000 are budgeted and available in the Capital Improvement Program in Fiscal Year 2023/24 to support design and construction.

Additionally, the City will separately solicit bids for the construction of the parking lot extension and will return to the City Council at a future meeting to make a recommendation for contract award. At that same future City Council meeting, staff also anticipates recommending an award of a contract to provide construction management services for both construction of the pump track and the parking lot extension.

ATTACHMENTS:

1. Resolution
2 - Resolution Exhibit A - American Ramp Company Construction Agreement
3 - Resolution Exhibit A - Attachment #1 - Pump Track Specs for Bid

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING A CONSTRUCTION CONTRACT FOR THE WHITNEY COMMUNITY PARK PUMP TRACK PROJECT TO AMERICAN RAMP COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Whitney Community Park Pump Track Project consists of installing a bicycle pump track on undeveloped land within Whitney Community Park; and

WHEREAS, the City is a member of Sourcewell, a Cooperative Purchasing Program that competitively awards cooperative purchasing agreements by which government agencies can utilize Soucewell's publicly and competitively bid procurement process; and

WHEREAS, on October 6, 2020, Sourcewell issued an invitation soliciting contractor qualifications and pricing for bike parks and pump tracks; and

WHEREAS, on November 24, 2020, proposals were opened and reviewed by Sourcewell staff, and American Ramp Company was identified as the most qualified and highest ranked of the bidding contractors; and

WHEREAS, the City received a cost proposal from American Ramp Company in the amount of $715,401.10 to construct the Whitney Community Park Pump Track Project; and

WHEREAS, Northwest Rocklin Community Park Fee Funds (Fund 307) in the amount of $920,000 are budgeted and available in the Capital Improvement Program in Fiscal Year 2023/24 to support design and construction.

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

Section 1. Awards the construction contract for the Whitney Community Park Pump Track Project to American Ramp Company in the amount of $715,401.10 and authorizes an additional 11.8 percent construction contingency in the amount of $84,598.90 for a total authorized construction budget of $800,000.00.

Section 2. Authorizes the City Manager to execute an agreement in substantially the form attached hereto as Exhibit "A".

PASSED AND ADOPTED this 27th day of February, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of February 27, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **American Ramp Company,** (hereinafter called "Contractor").

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

I. CONTRACT DOCUMENTS

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

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

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

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

II. DEFINITIONS

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

III. AGREEMENT CONTROLS

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

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Whitney Community Park Pump Track.

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Seven Hundred Fifteen Thousand, Four Hundred One Dollars and Ten Cents ($715,401.10)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

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

IVII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

VII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

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

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be One Thousand Dollars **($1,000.00)** for each **Calendar day**,

continuing to the time at which the Work is completed.

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

VIIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

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

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

XIV. CONTRACTOR BANKRUPT

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

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

XV.PERFORMANCE AND PAYMENT BONDS

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

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

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

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

Contractor must submit all of the following with the bonds:

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

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

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

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

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

XVII. LABOR CODE COMPLIANCE

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

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

XVIII. UNFAIR COMPETITION

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

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

XIX. ASSIGNMENT

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

XIX. NO THIRD PARTY BENEFICIARIES

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

SIGNATURE PAGE FOLLOWS

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

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

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

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

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ROCKLIN
CALIFORNIA

WHITNEY COMMUNITY PARK
PUMP TRACK PROJECT

BID DUE NO LATER THAN
MONDAY, FEBRUARY 5, 2024
AT 2:00 PM VIA EMAIL TO
HUNTER.YOUNG@ROCKLIN.CA.US

OVERNIGHT HARDCOPY OF BID TO
HUNTER YOUNG, CITY ENGINEER AT
3970 ROCKLIN ROAD, ROCKLIN, CA 95677

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General Provisions

Special Provisions

CITY OF ROCKLIN

(MUST BE SIGNED BY BIDDER)

Bids will be received not later than 2:00 p.m. on Monday, February 5, 2024 via email to Hunter Young, City Engineer, at hunter.young@rocklin.ca.us. Contractor shall mail overnight the hardcopy of the bid in its entirety to Hunter Young at 3970 Rocklin Road, Rocklin, CA 95677.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

WHITNEY COMMUNITY PARK PUMP TRACK PROJECT

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	WHITNEY COMMUNITY PARK PUMP TRACK	1	LS	$ 715,401.10	$ 715,401.10

Total Project Bid, Item Nos. 1 through 1, shall be (numerical): 715,401.10 Dollars.

Total Project Bid, Item Nos. 1 through 1, shall be (spelled out):

seven hundred and fifteen thousand, four hundred and 1 dollars and ten cents Dollars.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor. **It is anticipated that construction Notice to Proceed for the pump track will not be given until after the parking lot extension has been constructed. The City anticipates the pump track construction occurring in the fall of 2024.**

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine

the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded. It is understood that this Bid is based upon completion of the work to within a period of working days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid. The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 _____
No. 2 _____
No. 3 _____

AGREEMENT
It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

American Ramp Company

Affix Corporate Seal Here

BY: _____
Signature

John Hunter
Type/Print Name

CEO / Owner
Title

DATE: 2/5/2024

Valid Contractor's License No.: 869556

Expiration date: 12/31/2025

Public Works Registration No. 1000012376

ATTACHMENT A

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR AMERICAN RAMP COMPANY (BIDDER)

PROJECT: WHITNEY COMMUNITY PARK PUMP TRACK PROJECT

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

✓ We are not using any Subcontractors.

____ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #

X _____

Signed

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT B

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF Placer

John Hunter, being first duly sworn, deposes and says that he or she is CEO/Owner [Title] of American Ramp Company, the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

Signed: _____

Title: CEO/Owner

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

Subscribed and sworn to before me this

6th day of February, 2024

by John Hunter

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

VICKY LYN HATFIELD
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 14629608
My Commission Expires Aug 17, 2026

(seal)

Vicky Lyn Hatfield
Signature

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: American Ramp Company Date 2/5/2024

BY: _____
Signature

John Hunter
Type/Print Name

CEO/Owner
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

ATTACHMENT D

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in

the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

American Ramp Company
Contractor

2-5-2024
Date

Signature

ATTACHMENT E

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of the _____
_____, a corporation existing under the laws of the State of California, held on _____, ____, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____ day of _____, 20___.

_____
Secretary

_____
Corporate Officer

(seal)

_____
Corporate Address

Not Applicable

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Partnership)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Partners of the _____ _____, a partnership existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Partnership and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Managing Partner

_____
Partnership Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Principals of the _____ _____, a joint venture existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20___.

_____
Managing Principal

(seal)

_____
Joint Venture Address

ATTACHMENT F

Projects of One Million Dollars ($1,000,000.00) or More

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☒ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER: American Ramp Company Date 2/6/2024

BY: _____
Signature

John Hunter
Type/Print Name

CEO/Owner
Title

Executed in the County of Jasper, State of Missouri.

ATTACHMENT G

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of February 27, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **American Ramp Company,** (hereinafter called "Contractor").

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

I. CONTRACT DOCUMENTS

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

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

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

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

II. DEFINITIONS

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

III. AGREEMENT CONTROLS

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

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Whitney Community Park Pump Track.

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Seven Hundred Fifteen Thousand, Four Hundred One Dollars and Ten Cents ($715,401.10)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

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

IVII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

VII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

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

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be One Thousand Dollars **($1,000.00)** for each **Calendar day**,

continuing to the time at which the Work is completed.

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

VIIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

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

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

XIV. CONTRACTOR BANKRUPT

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

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

XV.PERFORMANCE AND PAYMENT BONDS

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

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

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

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

Contractor must submit all of the following with the bonds:

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

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

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

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

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

XVII. LABOR CODE COMPLIANCE

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

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

XVIII. UNFAIR COMPETITION

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

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

XIX. ASSIGNMENT

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

XIX. NO THIRD PARTY BENEFICIARIES

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

SIGNATURE PAGE FOLLOWS

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

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

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

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

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ATTACHMENT H

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT I

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT J

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT K

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ _____whose address is _____, hereinafter called Owner, _____ whose address is _____, hereinafter called Contractor, and _____ _____ whose address is _____, _____, hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization

from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
Title	Title
Name	Name
Signature	Signature

ATTACHMENT L

GUARANTEE FORM

**{Print on Contractor/Subcontractor Letterhead
And Submit at Close-Out}**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

CITY OF ROCKLIN
GENERAL PROVISIONS

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CHAPTER 1 – TERMS AND DEFINITIONS

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CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “”the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “The Contractor must” and “you as “the Contractor” and “your” as “the Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he”, are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act

CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work**.**

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes**.**

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents**.**

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – The event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

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

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed

with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents

so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 - BID REQUIREMENTS AND CONDITIONS

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CHAPTER 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID FORM

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2-1.01 Unit Price Bid

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, “Payment for Changes – Unit Prices”, of these Specifications.

2-1.02 Lump Sum Bid

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03 Allowances

Where specific allowance items have been entered on the bid form by the City, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

2-2 PREPARATION AND SUBMISSION OF BIDS

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Total Contract Price, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

Any person executing the above declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he has full power to execute the declaration on behalf of the Bidder.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, "Intent of Contract Documents".

2-4 SUBSURFACE CONDITIONS

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the "Notice to Contractors". Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of

work for which they are subcontracted, and shall be skilled and regularly engaged in the genera l class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Contractor, and all Subcontractors, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

2-6 COMPETENCY OF BIDDERS

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time. To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor’s State License Board or the license number and class of a valid licensed issued by the Contractor’s State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

2-8 SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work [type of work] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The Contractor shall include provisions in every subcontract and/or purchase order that the Contract between the Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase

order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:

    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

    b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2-11-1 of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

2-12 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier’s check, or a bidder’s bond issued in favor of the City and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

2-13 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-14 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-15 REJECTION OF BIDS

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-16 DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

2-17 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-18 BID PROTESTS

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

CHAPTER 3 - AWARD AND EXECUTION OF CONTRACT

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CHAPTER 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a “blind selection” format, *i.e*., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the Council at its discretion. All awards will be made in the City’s best interest.

3-2 TIME OF AWARD

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and

the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

3-4 PERFORMANCE AND PAYMENT BONDS

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term “Total Contract Price” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City’s authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the City, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.
If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Council to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to the City. At the City’s discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of

the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer’s Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor’s Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor’s Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor’s property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure,

maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

    The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

    When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the

Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or

borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

   “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any

Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.05 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 - SCOPE OF WORK

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CHAPTER 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, resources, incidentals and everything else necessary to complete the Work as provided in the Contract. The prices paid include all overhead, markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, "Record Drawings" of these General Provisions.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor's additional costs by Contract Change Order as provided in Chapter 9, "Changes and Claims", of these General Provisions.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the

Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and the Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and the Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Chapter 9, "Changes and Claims" of these General Provisions.

4-6 DOCUMENT PRECEDENCE

The component Contract Documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;

2. The Agreement, as amended by Change Orders and any other Contract amendments;

3. Special Provisions;

4. Technical Specifications;

5. Plans and Drawings;

6. General Provisions and General Requirements;

7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

8. City of Rocklin Construction Standard Specifications;

9. City of Rocklin Improvement Standards;

10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.

2. A detail drawing governs over a general drawing.

3. A detail specification governs over a general specification.

4. A specification in a section governs over a specification referenced by that section.

5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

Any work for which there are no technical specifications in the project Plans and Specifications, shall be performed in accordance with documents 8, 9 and 10 listed above in this Section 4-6, with the highest order of precedence. Documents 9 and 10 are only incorporated into the Contract for this limited purpose, and no portions of these documents are

incorporated for any other purpose except as expressly indicated elsewhere in the Contract Documents.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI's shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

RFI's shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these General Provisions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings" of these General Provisions.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Chapter 9, “Changes and Claims”, of these General Provisions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the City. Extra work shall be performed in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7-21 “Final Inspection and Field Acceptance”, of these General Provisions, such that the warranty period for that portion will be considered to commence and the Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7-21 and 7-23, “Warranty Work”, of these General Provisions.

4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to the Contractor prior to the Contractor’s use of, or commencement of Work, in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The

Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after City acceptance of Work (see Section 7-22, “Final Acceptance and Notice of Completion”, of these General Provisions) and subject to the terms of the Contractor Guarantee Form. The Performance Bond furnished by the Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of the Contractor’s work In lieu of continuing the original performance bond through the warranty period, the Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with the Contractor Guarantee Form for corrected defective work .

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense in accordance with Section 7-23, “Warranty Work”, of these General Provisions.

CHAPTER 5 -- CONTROL OF WORK AND MATERIALS

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CHAPTER 5 CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations.

The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the

City’s sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

A minimum of five (5) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors’ submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned ‘REVISE AND RESUBMIT.” The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information,

including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

The Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

5-10 SURVEYS

5-10.01 Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations

must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor's expense.

The Contractor's surveys also shall include, without limitation, the following surveys:

5-10.01.A Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5-10.01.B Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, the Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

5-10.02 Survey Monuments

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a

California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, the Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by the Contractor shall by reset by the City or Contractor at the Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by the Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and

approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

5-17 MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the City. The

Contractor shall furnish the City with a list of the Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California City, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. The Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. The City will secure and test samples whenever necessary.

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the

Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, “Delays”, of these Specifications. Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor’s control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts

which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the

property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.

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CHAPTER 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor's employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Chapter is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www/dir/ca/gov/OPRL/PWD.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Total Contract Price shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the

requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls when requested shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (h) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

6-1.03A Additional Requirements for Labor Compliance

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and

DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1)

a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6-1.04 Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

6-1.05 Apprentices

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6-1.06 Workers' Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to its employees.

6-1.07 Fair Labor Standards

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractors License

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 Use of Pesticides

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List Of Subcontractors

   A list is required from the Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format of Attachment B to the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (10) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

   A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

   When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.11 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.12 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

6-2.02 Indemnification of Adjacent Property Owners

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in Section 6-2.01 as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF CITY

The Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor.

The City shall have the right to direct the Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all

Subcontractors, and requiring Subcontractors to be licensed. The Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City and the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

Except as set forth in the Special Provisions, the Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. The Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.
Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all City contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of the Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with the Contractor.

The Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor’s Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor’s personnel to abate any hazard identified by the City.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

6-12 PUBLIC CONVENIENCE AND SAFETY

6-12.01 Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, “Peak Hours, Hours of Darkness, Holidays and Weekends”, of these General Provisions for time limitations.

6-12.02 Pedestrian and Bicyclist Access

The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4’) wide bridges across trenches and four-foot (4’) wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

6-12.03 Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04 Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the

Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of the Contractor with respect to such third-party claims.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The City may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Appropriate traffic control shall be furnished by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA

regulations and shall be prepared to provide verification of such training to the City when requested.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. The Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by the Contractor, subject to City approval, and shall be protected from damage from construction activities by the Contractor throughout the duration of the Project.

6-13.08 Temporary Bridging of Excavations and Trenches

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a

temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 Entering and Leaving the Construction Zone

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment operators shall yield to public traffic.

6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, the Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without City approval.

6-13.11 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

6-13.12 Dust

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided Chapter 10 of these General Provisions.

6-13.13 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 CONFINED SPACES

6-14.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review:

1. The Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

The Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals," of these General Provisions.

The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

6-14.02 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

6-14.03 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

6-15 TRAFFIC CONTROL PLANS (TCP)

6-15.01 Traffic Pattern Changes

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

6-15.02 Traffic Control Plans (TCP)

The Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. The Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense. If the Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

6-16 BARRICADING OPEN TRENCHES

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating “OPEN TRENCH” shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4’) of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, “Temporary Bridging of Excavations and Trenches,” in this Section of these General Provisions.

6-17 EXISTING UTILITIES

6-17.01 General

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-17.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-17.03 Exact Locations Unknown

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions.

In accordance with Government Code Section 4215, the City will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility owner to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7-12.02, “Excusable Delays”, of these General Provisions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the owner of a utility to provide for the removal or relocation of existing utilities.

6-17.04 Underground Service Alert (USA)

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, the Contractor shall contact U.S.A.to have the area re-marked. The Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. The Contractor shall determine the exact location (twenty-four inches (24") from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators' markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

6-17.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-17.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution	W	Water

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Blue		
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S D	Sewer Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

6-18 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY

The review or approval by the City of any submittal, working drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of the Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. The Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to the Contractor using the proposed plan or method at the Contractor's responsibility and risk.

6-19 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT

The Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

6-20 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of the Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by the Contractor without the City's consent.

6-21 EXCAVATION AND TRENCH SAFETY

6-21.01 Permit

The Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

6-21.02 Shoring, Bracing. Shielding, and Sheeting

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, the Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at the Contractor's expense.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when the Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5’) or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

6-22 PRESERVATION OF PROPERTY

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor’s

expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

6-23 OVERLOADING

The Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage. For pavement assessment prior to construction, contact the City Public Works Department.

CHAPTER 7 - PROSECUTION OF THE WORK

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CHAPTER 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule (see Section 7-5, “Schedules”, of these General Provisions), Contractor shall, immediately and at no additional cost to City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever the Contractor or the Contractor’s superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until the Contractor or the Contractor's superintendent arrives.

7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. The Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, “Contractor’s Equipment”, of these General Provisions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order the Contractor to modify the Contractor’s facilities or methods. The Contractor shall promptly comply with such orders at the Contractor’s expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7-5 and Section 5-8, “Contractor’s Submittals”, of these General Provisions, which shall illustrate the Contractor’s planned schedule for carrying out the Work and completing the Work within the Contract Time. The Contractor’s updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve the Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by the Contractor to timely obtain the approved Contract Schedule or to any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If the Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from the Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7-5.01 Baseline (Contract) Schedule

Within 21 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of

the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic format (*e.g.,* CD, DVD, or flash drive but not .pdf).

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity
- Activity description
- Activity relationships and dependencies (logic)
- Activity duration in Working Days

- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve the Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

7-5.02 Progress Schedules

The Contractor shall submit to the City each month with its payment application an electronic and hard copy up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with the Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

7-5.03 Schedule Revisions

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, the Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7-12, "Delays" and 7-18, "Extension of Time", of these General Provisions. No additional cost beyond that provided in Chapter 9, "Changes and Claims", of these General Provisions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

7-5.04 Short Interval Schedules

The Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

7-5.05 Float

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and the Contractor. Neither the City nor the Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either the Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

7-5.06 City's Right to Revise the Schedule

In the event of a delay to critical path work which is not the fault of the Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Total Contract Price will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of the Contractor will be reimbursed per the provisions of Chapter 9, "Changes and Claims" of these General Provisions, provided that the Contractor has not contributed to the delay which the City is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by the Contractor of any claim for compensation arising out of the schedule adjustment.

7-5.07 Responsibility for Completion

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7-08) as may be necessary to insure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 7-5.07 shall be considered grounds for a determination by the City that the Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject the Contractor to all rights and remedies of the City under the Contract Documents.

7-6 UNUSUAL SITE CONDITIONS

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The City will have the site remediated or issue a Change Order per Chapter 9, “Changes and Claims”, of these General Provisions if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-22, “Temporary Suspension or Delay of Work”, of these General Provisions, until the weather clears or the conditions are no longer unfavorable. The Contractor must keep roads safe and inspect and maintain storm water pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or City employees.

7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions or approved by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Special Provisions or approved by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City’s written permission.

7-8.02 Off-Period Work

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate the Contractor’s request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if the Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. The Contractor must notify the City within one (1) hour of dispatch of the Contractor’s repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, the Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Total Contract Price is required, the Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

7-8.04 Revocation of Permission For Off-Period Work

The City may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the City. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor's work.

The Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the City, the Contractor shall submit properly authenticated proof of the Contractor's compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the City for any delays, in accordance with Section 7-13, "Notice of Delays", of these General Provisions.

7-12.01 Inexcusable Delays

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work

within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

7-12.02 Excusable Delays

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of the Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if the Contractor produces satisfactory evidence of acting in a timely manner.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act or the discovery of cultural resources (as specified in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions). The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7-12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if the Contractor foresees any delay in the prosecution of the Work or if the Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. The Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration,

and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, the Contractor is required to give only one notice.

The City will assume that all delays were inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. The Contractor acknowledges that City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, the Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, “Surveys”, of these General Provisions.

7-15 TIME OF COMPLETION

Time is of the essence on all City contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

The Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

7-18 EXTENSION OF TIME

Subject to the provisions of Section 7-12.02, compliance with the required contractual notice provisions in Section 7-13, and subject to submission of a schedule fragnet in accordance with Section 7-5.03 of these General Provisions showing the impact on the critical path of the event giving rise to an excusable delay, the Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7-12 to Section 7-17 of these General Provisions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9-12, “Time Extensions for Changes”, of these General Provisions. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and the Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify the Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant substantial completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, the Contractor shall proceed to correct or complete the items on the list.

Substantial completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean-up has been accomplished.

Construction and demolition debris may be properly disposed of by the contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any further defects or deficiencies and the Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that the Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that the Contractor is not making a good faith effort to correct deficiencies. The Engineer will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon Completion of the Work, including but not limited to acceptance of M&O manuals, Record Drawings, and test reports, the Engineer will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve the Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

7-23 WARRANTY WORK

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; and the Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to the Contractor or surety; and the Contractor shall pay the entire costs for the City's work.

CHAPTER 8 - MEASUREMENT AND PAYMENT

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CHAPTER 8 MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES

It is the Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8-1.01 Unit Price Contracts

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9-14, "Contract Change Order", of these General Provisions.

8-1.02 Lump Sum or Job Contracts

Progress Payments will be based on the Schedule of Values prepared by the Contractor and approved by the City prior to acceptance of the first Progress Payment request (see Section 8-5, "Progress Payment Procedures", below). If requested by the City, the Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by the Contractor pursuant to Section 7-5.02, "Progress Schedules", of these General Provisions.

8-1.03 Payment for Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

8-1.03.A Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

8-1.03.B Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8-7, "Retention", of these General Provisions.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

8-2.02 Unit Price Contract

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9-8.02, “Payment for Changes – Unit Prices”, in these General Provisions.

8-2.03 Lump Sum or Job Contract

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

8-2.04 Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Total Contract Price will be adjusted accordingly by Contract Change Order. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

8-2.06 Payment for Material Not Incorporated in the Work

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK

If the City occupies or uses a portion of the Project under Section 4-10, above, before it accepts Completion of the Work, the Contractor will only be compensated in accordance with this Chapter 8. No final payment shall occur for a limited portion of the work.

8-5 PROGRESS PAYMENT PROCEDURES

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, the Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment

request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8-7, “Retention”, of these General Provisions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to the Contractor, with retention being withheld from that approved payment as described in Section 8-7 of these General Provisions.

The payment of a progress payment or the acceptance thereof by the Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce the Contractor’s liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by the Contractor will not release the Contractor or the Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

8-7 RETENTION

8-7.01 Retention to Ensure Performance

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage the Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8-8, “Withholdings/Denial of Progress Payment Request”, of these General Provisions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount and 125% or more of outstanding Stop

Payment Notices and full amount of liquidated damages.

8-7.02 Non-Compliance

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

8-7.03 Substitution of Securities

At the request and expense of the Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8-7.01 of these General Provisions, the Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If the Contractor elects either option, the Contractor and City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

8-8 WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by the Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5-19 of these General Provisions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City will incur actual and/or liquidated damages;
- Review of excessive resubmittals, and excessive inspections or tests;

- Replacement of survey stakes and excessive survey work;
- Failure by the Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by the Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Chapter 6, "Legal Relations and Responsibilities" of these General Provisions), including withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of the Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Notice.

If, on Completion or termination of the Contract or termination of the Contractor's control over the Work, sums withheld from the Contractor are insufficient to cover the City's charges against the Contractor, the City has the right to recover the balance from the Contractor or the Contractor's surety.

8-9 DEDUCTIONS FOR IMPERFECT WORK

For any portion of the Work, materials or equipment retained in accordance with Section 5-20 of these General Provisions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

8-10 LIQUIDATED DAMAGES FOR DELAY

If the Work is not completed by the Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to this Chapter of these General Provisions, the Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages.

Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract is terminated for cause, then the Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which the Contractor is entitled, until the Date of Completion.

8-11 FINAL ESTIMATE AND PAYMENT

Subsequent to field acceptance as detailed in Section 7-21 of these General Provisions, and within thirty (30) Calendar Days after field acceptance the Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Section 8-8 of these General Provisions and making other corrections as necessary, shall return its approved Final Payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If the Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to the Contractor, the Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. The Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions, and will include supporting documentation as detailed in Section

9-18.03 of these General Provisions. Failure to provide sufficient detail shall be cause for denial of the exceptions.

Any claim of the Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by the Contractor. If the Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by the Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of the Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8-7 of these General Provisions. If the Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9-18 with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of the Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY

If Contractor fails to timely submit a statement of exceptions, the Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, the Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

8-13 DISPUTED PAYMENTS

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Chapter 9, “Changes and Claims”, of these General Provisions. The decision of the City will be final.

CHAPTER 9 - CHANGES AND CLAIMS

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CHAPTER 9 CHANGES AND CLAIMS

9-1 AUTHORITY FOR CHANGES

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to the Contractor's sureties, and in accordance with the provisions of Section 9-2, "Ordering of Changes", of these General Provisions.

The Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9-2 of these General Provisions. Payment for changed or extra work will not be made without the City's written authorization.

9-2 ORDERING OF CHANGES

The City may order or direct, including, without limitation, through a Field Directive, a change, in writing, during the course of the Work, and the Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4-5, "Field Directives or Other Written Directives", of these General Provisions. If the City and Contractor agree that compensation in the form of an adjustment to the Total Contract Price and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9-14, "Contract Change Order", of these General Provisions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve the Contractor of his obligation to complete all work specified in the order or directive.

9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)

9-3.01 General

The Construction Incentive Change Proposal (CICP) Program provides a program for the Contractor to use its expertise to improve Contract performance to create an overall reduction in the Total Contract Price. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4-8, "Deleted Items," in these General Provisions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through the Contractor, and the Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

The Contractor shall proceed with the Work as scheduled until the Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP

9-3.02 Description

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by the Contractor or Subcontractor through the Contractor as identified in Section 9-3.01. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.

- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.

- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to the Contractor.

9-3.03 Submittal

The Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.

2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.

3. A clear identification of all advantages and disadvantages for each proposed change.

4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.

5. A summary of estimated costs, including the following:

    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:

        - Quantities of material and equipment.

- Unit prices of materials and equipment.
- Labor hours and rates for installation.
- Subcontractor and prime Contractor mark ups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9- 3.05, "Sharing Provisions and Formula," in this Section of these Specifications.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, the Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for the Contractor's cost of developing the CICP.

9-3.04 Acceptance

The City will use the processing procedure specified for Change Orders in Section 9-14, "Contract Change Order," in these General Provisions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, the Contractor shall not appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICP, the Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

Net Capital Savings = Contract Cost Prior to CICP - (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

The Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

9-4 DELETED

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, the Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9-8 and 9-12 of these General Provisions. The Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Total Contract Price, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9-6, "Cost and Pricing Data", of these General Provisions.

If the Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, the Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the Project Manager will issue a Change Order in accordance with Section 9-14, "Contract Change Order" of these General Provisions. If a Field Directive or other written order is issued on a force account basis, the Contractor must immediately begin keeping records in accordance with Section 9-8.03, "Force Account", of these General Provisions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Total Contract Price, unless the Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct the Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9-12, "Time Extension for Changes", of these General Provisions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously. The Project Manager may unilaterally direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9-8, "Payment for Changes", of these General Provisions.

9-6 COST AND PRICING DATA

Cost and pricing data submitted by the Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9-7, “Access to Records”, of these General Provisions.

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the City shall have access to the Contractor’s and Subcontractors’ records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by the Contractor. “Records” as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the City’s cost.

9-8 PAYMENT FOR CHANGES

The method of payment agreed upon by the Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

9-8.01 Lump Sum Price

The Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, material supplier costs, and any surcharges and/or markups as allowed in Section 9-9, “Markups for Changed Work” in these General Provisions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Project Manager and City do not elect to have the change in the Work performed on a time and material basis, the Project Manager and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof.

9-8.02 Unit Prices

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the

Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct the Contractor to proceed with the changed work on a force account basis. The Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Provisions in Sections 9-8.03.A, "Labor", 9-8.03.B, "Materials", and 9-8.03.C, "Equipment"; plus the percentages stipulated in Section 9-9, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, the Contractor shall notify the City not less than four (4) hours prior to starting force account work. The Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. The Contractor shall use the DWRs in preparing billings for force account work.

9-8.03.A Labor

The Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

9-8.03.A.(1) Actual Wages

Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-8.03.A.(2) Labor Surcharge

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9-8.03.A.(3) Subsistence and Travel

The City will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

9-8.03.B Materials

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If the Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; the Contractor shall have no claims for costs or profit on such materials.

9-8.03.C Equipment

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor. The provisions of this Section 9-8.03, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9-9, "Markups for Changed Work", of these General Provisions.

9-9 MARKUPS FOR CHANGED WORK

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full

compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

9-10 COMPENSABLE EXCUSABLE DELAYS

Payments will be made as follows for compensable excusable delays, as defined in Section 7-12.02, “Excusable Delays”, of these General Provisions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

9-10.01 Construction Equipment

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.

- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

9-10.02 Jobsite Indirect Costs

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as

management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9-10.03, “Markup for Compensable Excusable Delays”, of these General Provisions.

9-10.03 Markup for Compensable Excusable Delays

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. The Contractor shall determine the distribution of the markup among the Contractor, Subcontractors, and suppliers.

9-10.04 Duplicated Overhead Costs

If the Contractor is compensated for delays in accordance with this Chapter, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK

The City will not pay the Contractor for costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the City, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City’s determination will be final.

9-12 TIME EXTENSIONS FOR CHANGES

The Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by the Contractor in accordance with Section 9-5, “Prosecution of Changes to the Contract”, of these General Provisions, shall state the amount of extra time the Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of the Contractor’s right to subsequently claim an adjustment in Contract Time.

9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the

Contract.

9-14 CONTRACT CHANGE ORDER

The City will issue a Change Order if a change to the Total Contract Price or Contract Time is necessary. The Contractor shall not be entitled to any adjustments in either Total Contract Price or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Total Contract Price and Contract Time.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

A Change Order that is substantially in agreement with the Contractor's Proposed Change Order, and/or the Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute the Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If the Contractor disagrees with any Change Order, Field Directive, or other written directive, the Contractor may submit a notice of potential claim to the City in accordance with Section 9-17, "Notice of Potential Claim", of these General Provisions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve the Contractor of the Contractor's obligations under the Contract.

9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS

If the Contractor and City fail to agree whether or not any work or other matter is within the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then the Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7-13, 8-11, 9-17 and 9-18 of these General Provisions.

The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

9-17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless the Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

9-18 SUBMISSION OF CLAIMS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

9-18.01 Definitions

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

> (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
>
> (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
>
> (C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

9-18.02 Claims Procedure.
All Claims under this Contract shall be resolved using the following procedure.

9-18.02.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9-18.03. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9-18.03 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

9-18.02.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

9-18.02.03 Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and the Contractor.

9-18.02.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9-18.02.03 above, the City shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim

being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

9-18.02.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

9-18.02.06 If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-18.02.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

9-18.02.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9-18.02.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

9-18.02.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

9-18.02.11 Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo.*

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9-18.03 Documentation of Claims by Contractor

For each Claim, the Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of the Contractor's claim will be based on City's records and the claim documentation submitted by Contractor. Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for City's potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Provisions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases;

quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If the Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by the Contractor**,** the Contractor shall be liable to the City for three (3) times the amount of damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

9-19 ENGINEER'S DECISION

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9-18. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor representatives.

9-20 ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and the Contractor amend the Contract to agree on a form of alternative dispute resolution.

9-21 NO ALTERNATIVE CLAIMS PROCEDURE

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves the Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

9-22 ASSIGNMENT OF CLAIMS

The Contractor shall not assign any portion of the moneys due the Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

CHAPTER 10 - ENVIRONMENTAL CONTROLS AT WORK SITE

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CHAPTER 10 ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL

10-1.01 General

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

10-1.02 Dust Palliative

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

10-1.03 Measurement and Payment

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

10-2 AIR POLLUTION CONTROL

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

10-3 BURNING

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion

control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

10-4.02 City Requirements

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

10-4.03 Regulations, Ordinances, Permits, and Specifications

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7-21 above.)

10-4.04 Storm Water Pollution Prevention Plan

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

10-4.05 Erosion and Sediment Control Plan

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

10-4.07 Compliance

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5-21, above. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8-8, above.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8-8, of the General Provisions.

10-4.08 Payment

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no

additional compensation will be allowed.

10-5 CONTROL OF WATER IN THE WORK

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

10-6 NOISE CONTROL

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS

10-7.01 Contaminated or Hazardous Materials

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

10-7.02 Hazardous Environments

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

10-8 USE OF EXPLOSIVES

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

10-9 SANITARY REGULATIONS

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

10-10 CONFINED SPACES

10-10.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review a copy of the entry permit and associated documentation. The Contractor's submittal shall be made thirty (30) days prior to any confined space entry in accordance with Section 5-8, above. The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

10-10.02 City Responsibilities for Permit Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed the Contractor's submittal to perform permit-required confined space entry work, the Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering.
- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Chapter.

10-10.03 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

10-10.04 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

10-11 CLEANING UP

The Contractor shall keep the site in a neat and presentable condition. The Contractor shall dispose of surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7-12.02, “Excusable Delays”, above.

10-13 PROTECTION OF EXISTING TREES

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

CHAPTER 11 – PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

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CHAPTER 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

11-1 GENERAL

Preconstruction photographs will only be required when specified in the Special Provisions. Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

11-2 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction digital photographs shall be taken by the Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

11-3 RECORD DRAWINGS

The Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:
Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, the Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by the Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

11-4 MEASUREMENT AND PAYMENT

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

FOR THE

WHITNEY COMMUNITY PARK PUMP TRACK PROJECT

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

CIVIL

HUNTER YOUNG
REGISTERED CIVIL ENGINEER



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1.00 GENERAL

All references to the State Standard Specifications means the 2023 State of California Standard Specifications issued by the California Department of Transportation.

1.01 LOCATION

The work under this contract is located at the following locations as shown on the plan sheets:

1. City-owned vacant space located within Whitney Community Park.

1.02 DESCRIPTION OF PROJECT

The work to be performed consists, in general, of clearing and grubbing; earthwork; asphalt paving surfaces; dry wells, pump track, and all other work shown in the contract documents.

1.03 TIME OF COMPLETION

For the purpose of this contract, all work for the base project under this contract shall be complete within **50 WORKING DAYS** beginning on the first effective working day as specified in the Notice to Proceed (NTP).

1.04 LIQUIDATED DAMAGES

For the purpose of this contract, Liquidated Damages shall be set at the amount of One Thousand Dollars ($1,000) per calendar day.

1.05 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, other contractors, and utility companies working in the area.

At a minimum, the Contractor shall coordinate his operations with the following:

- City of Rocklin Parks and Recreation
  Contractor shall coordinate with Shawn Darling at the City of Rocklin (916) 625-5282, a minimum of ten (10) working days beforehand. As an alternative, the Contractor may coordinate with Tim O'Connor if Shawn is not available.

1.06 ORDER OF WORK

Order of work shall conform to the provisions in Section 5, "Control of Work," of the State Standard Specifications and these Special Provisions.

The following shall be performed prior to the Notice to Proceed:

1. Prepare and submit a work plan, progress schedule for all items of work and traffic and pedestrian control plans in a form provided by or acceptable to the Engineer. The work plan and schedule shall be updated weekly to reflect all items of work performed at the site and shall clearly indicate the proposed completed date. **No work may begin under contract until the Progress Schedule has been approved by the Engineer.** Time required for review and approval of these items shall not constitute a basis for time extension.

2. The prime contractor shall prepare and submit a City of Rocklin encroachment permit application to the Public Works Department located at 4081 Alvis Court. All fees for the encroachment permit will be waived.

3. Prepare and submit a Water Pollution Control Program (WPCP), as specified in these Special Provisions, in a form acceptable to the Engineer. **Work shall not commence until the plan is reviewed and approved by the Engineer.**

The above item(s) shall clearly disclose the Contractor's proposed procedures and methods of operation, including identifying any special equipment intended for use on the project.

1.07 HOURS OF WORK

Hours of work shall be Monday to Friday 7 AM to 5 PM. Saturday work may be considered and approved by the City at no additional cost to the City.

1.08 DUST CONTROL

Dust control shall conform to the provisions in Section 10-5, "Dust Control," of the State Standard Specifications.

The Contractor shall provide adequate levels of watering to control dust as well as street sweeping. At a minimum, the Contractor shall sweep the street once a week, or more often as directed by the Engineer/Inspector, to ensure dust is controlled, especially during grinding operations. The Contractor shall furnish all water necessary for dust control.

The Contractor shall:

- enclose, cover, or water twice daily all soil piles;
- water exposed soil with adequate frequency for continued moist soil;
- water all haul roads twice daily; and
- cover loads of all haul/dump trucks securely.

The project area is serviced by Placer County Water Agency (PCWA). The Contractor shall coordinate with the water provider for a hydrant meter.

1.09 PUBLIC NOTIFICATION

The Contractor shall be required to notify, in writing, the public, utility companies, and any other persons or agencies affected by this project at least two (2) weeks prior to starting construction. City staff will coordinate with law enforcement and the fire department.

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the Engineer.

1.10 PUBLIC CONVENIENCE

The Contractor shall comply with Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the State Standard Specifications.

1.11 SUBMITTALS

The Contractor shall comply with the submittal requirements as set forth in Section 5-1.23, “Submittals,” of the State Standard Specifications and these Special Provisions.

The Contractor shall submit via the City’s online platform (e.g., Virtual Project Manager) one electronic PDF of each material submittal to the Engineer at minimum ten (10) days prior to using said material. Submittals will be reviewed and one (1) copy will be returned to the Contractor with conditions and/or approvals.

The Contractor shall review the Quality Assurance Program section of these Special Provisions for materials requiring certificates of compliance (COCs); submit COCs with material submittals.

See individual sections for submittal requirements included in, but not limited to the following sections:

1. Progress Schedule
2. Water Pollution Control Plan
3. Traffic Control and Pedestrian Access Plan
4. Mix Design for Materials to be Used
5. Certificates of Compliance
6. As-Built Plans
7. Any other items required by the City

1.12 AS-BUILT PLANS

Upon completion of the work, the Contractor shall furnish to the City a complete set of as-built plans showing all changes or deviations from the plans taking care to note the location of objects not installed at the location shown on the plans. Improvements will not be accepted by the City for permanent maintenance until the Contractor has submitted all as-built plans to the Engineer. The as-built plans shall conform to the following:

1. The plans must be stamped or otherwise noted “AS-BUILT,” be neat, clear, and readable.

2. As-built plans must contain the Contractor’s name, permanent address, date prepared, and signature.

3. Disclaimer statements of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code must not be included on the as-built plans.

1.13 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. In areas visible to the public, the following shall apply:

A. When practicable, broken concrete and debris developed during construction activities shall be disposed of concurrently with its removal. Debris stockpiling is not allowed in the public right of way or on private property. If debris stockpiling is necessary, the Contractor is to stockpile at Contractor’s yard.

B. All streets, driveways, sidewalks, and haul routes within the project limits shall be kept clean and clear of debris, dirt and dust in a manner acceptable to the Engineer. The Contractor shall sweep works areas on a daily basis.

Failure to meet these requirements of this section may result in a “Stop Work” notice. The “Stop Work” notice will not be rescinded until the appearance of the work is acceptable to the Engineer.

At the end of each workday, all debris, branches, roots, removed fence, rubbish, and other debris in the work area shall be collected and placed in a suitable disposal bin or pile. Materials to be used later in construction shall be neatly stockpiled. All parts of the work shall be left in a neat and presentable condition at the end of the work shift.

1.14 STAGING AREA

With approval from the City, the Contractor may stage and store equipment and materials in the vacant lot adjacent to the proposed pump track. The Contractor is solely responsible for any and all security measures necessary to protect stored materials and equipment.

1.15 PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, “Property and Facility Preservation,” of the State Standard Specifications and these Special Provisions.

Existing hardscape, retaining walls, curb, utilities, trees, shrubs, other plants and irrigation facilities not called out on the plans to be removed, which are injured or damaged by reason of the Contractor's operations, shall be replaced or restored by the Contractor at the Contractor’s expense.

1.16 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall be taken by the Contractor before any construction begins. Each photograph shall be taken from a point between four feet (4’) and eight feet (8’) above the ground. All photographs shall show good details in both shadow and sunlit areas. The Contractor shall submit digital photography files either in .TIF or uncompressed .JPEG raster files. All photos shall be time and date stamped to confirm existing field conditions at the time the notice to proceed with construction is issued.

The Contractor shall submit all photos taken to the City via the City’s online platform (e.g., Virtual Project Manager).

The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the work.

A sample of six (6) photographs shall be submitted to the City for approval before proceeding with the remaining photographs. All photographs which do not conform to these Special Provisions, as determined by the City, shall be retaken.

1.17 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore.

2.00 MOBILIZATION

Mobilization shall conform to Section 9-1.16D, “Mobilization,” of the State Standard Specifications and consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

It is the Contractor’s responsibility to plan and perform all work within the time of completion as allowed in this contract.

This section also includes all necessary permits required by the Contractor.

2.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore.

The City shall not pay additional mobilization compensation for a contract change order or for a second mobilization if the project is extended due to weather.

3.00 TRAFFIC CONTROL SYSTEM

This work shall include signage, flagging, traffic-handling equipment, devices and other related items to provide for safety and convenience to the public and traffic during construction.

3.01 MATERIALS

Traffic control shall conform to Section 12, “Temporary Traffic Control,” Section 7-1.03, “Public Convenience,” and Section 7- 1.04, “Public Safety”, of the State Standard Specifications, and the Manual on Uniform Traffic Control Devices, current California edition, available at the following website: https://dot.ca.gov/programs/safety-programs/camutcd.

3.02 EXECUTION

While the City recognizes that the proposed bike pump track is located on City-owned property and may not impact the traveling public, the Traffic Control System specifications are intended to cover the City should the Contractor need to conduct work in the public right of way or on City-owned property requiring traffic control.

Traffic Control Plans (hereinafter "TCP") shall be developed for the Project to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, bicyclists, and workers during construction. The TCP shall include all work within the City rights-of-way, and applicable, private streets adjacent to the construction zone. Individual TCP’s shall be submitted to the Engineer for review a minimum of ten (10) working days prior to starting any work covered by a particular TCP. Non-compliance with any stipulation of this Section will be justification for the City to stop work.

Pedestrian access shall be provided throughout construction areas within the right of way, and as appropriate, on private property where City construction may occur.

The Contractor shall notify interested parties and/or agencies required by the Engineer as to any road closures, the expected duration, and detours. City staff will notify law enforcement and fire district personnel.

Driveways shall be usable at all times, unless the Contractor has made special arrangements with the property owner to close a driveway.

The Contractor shall be solely responsible for pedestrian and vehicular movement through the project area and shall assume full liability for any and all claims arising out of the construction of the project.

All traffic control devices including, but not limited to, traffic cones or portable delineators, telescoping flag trees, arrow boards, barricades, and signs shall be placed before beginning work and shall be removed from the right-of-way at the end of each day or shift, or, for long-term closures, when no longer needed, and shall be placed so as to not obstruct bicycle lanes and pedestrian facilities. All traffic control devices left in the right-of-way by the Contractor are subject to removal by the City.

The Contractor shall be required to pay any costs incurred by the City associated with the removal of these devices. No equipment shall be parked within any traffic lanes, medians, or within the public right of way at any time of day or night, including holidays and weekends, without an approved lane or road closure. The Contractor shall notify the City a minimum of three (3) Working Days in advance of any lane closure and twenty (20) Working Days in advance of any road closure.

Flagging

Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with Manual and the current “Flagging Handbook” published by the American Traffic Safety Services

Association (ATSSA). The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense. All flaggers shall be trained as required by Cal/OSHA Title 8, Section 1599, and proof of such training shall be made available by the Contractor upon request by the City. Any flagger, in the opinion of the City, not performing in a safe manner or in a manner conducive to public safety must be removed and replaced by the Contractor immediately.

Flaggers shall be used where necessary to control the flow of traffic through the construction site and shall be used in all cases where traffic is being routed through the construction zone under one-lane, two-way traffic controls, or when ordered by the City.

Flagging Costs

Unless specified elsewhere in these Special Provisions, the cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the construction site shall be considered included in the Traffic Control System bid item and no additional compensation will be made.

3.03 PUBLIC ACCESSIBILITY

The Contractor shall provide access to the public through the project site at all times. The Contractor shall provide access to adjacent properties at all times. The Contractor shall maintain access to properties and pedestrian access even after hours for the life of the construction. Temporary access ramps shall be installed to maintain access and shall be shown on the Contractors staging plan.

The Contractor shall be responsible for designing working drawings, constructing and providing a safe and adequate continuous, accessible and safe path of travel around or through localized construction work zones and to each building, business and property utilized by the public. The Contractor shall use temporary asphalt, aggregate base, wood/metal ramps, signs, cones, barricades, flashers, and flaggers to direct and channel the public during and after construction. All proposed closures of a pedestrian access path shall be submitted in writing to the Engineer for review and approval. Advance warning shall be provided to the public should an access path be closed. All safe paths of travel shall be in compliance with Americans with Disabilities Act Accessibility Guidelines (ADAAG), Americans with Disabilities Act (ADA) regulations and the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Materials

Materials used for public accessibility during construction include, but is not limited to:

- Temporary Hot-mix Asphalt Concrete (cut back asphalt concrete not permitted)
- Temporary Wood Ramp
- Aluminum Modular Ramps. EZ-Access, or approved equal.
  Contact info: www.ezaccess.com, Phone 800-451-1903.
- Four (4) foot wide minimum walking surface with running slope not to exceed eight (8) percent.
- Barricade materials: Delineators, A-Frames, Barrier Caution Tape, Fencing Material
- Non-skid tape
- Four (4) inch timber, or equivalent, at the bottom of any railing to provide for the sight impaired

Installation

Temporary ramps shall be constructed so installation and removal will not damage existing pavement, curb and/or gutter.

Temporary ramps shall have a minimum four (4) foot wide walking surface and a running slope not to exceed eight (8) percent.

Temporary ramps shall meet existing surfaces without gaps. When required for drainage, a Schedule 40 PVC pipe, with minimum 2-inch diameter, shall be installed under or through ramp in gutter or flow line.

Transitions between temporary ramps and the street or sidewalk surfaces shall be smooth.

Sides of the temporary ramps shall be protected where drop-offs exceed six (6) inches.

Temporary ramps shall be provided to the public leading to businesses. Temporary ramps at the corners of the intersections shall be made of temporary AC pavement to ensure that a smooth transition is provided for the public as well as auto traffic. All temporary wooden ramps shall be maintained throughout the construction project. The Contractor shall maintain the structural integrity of the ramps. No loose, splintered boards or nails will be acceptable.

Maintenance of a Clear and Accessible Public Corridor

The Contractor shall maintain a four (4) foot accessible corridor that provides at least one safe path of travel for the public at all times for the duration of the project. Conversely, if a safe path of travel is not available, the Contractor shall post the sidewalk as being closed, however, access must still be maintained to each business. Signage shall be placed at the location of closure and at the next intersection in both directions, advising of the closure but noting that access is still available to all businesses. All proposed closures of a pedestrian access path shall be submitted in writing to the Engineer for review and approval.

The Contractor shall provide a path to the businesses and residents, using aggregate base to backfill, after demolition of the concrete sidewalk, curb and gutter. The aggregate base shall be firmly packed to establish a safe and ADA compliant path, along the entire work zone.

Installation of Barricades

Barricades, which will provide protection for the public from traffic or construction operations, shall be installed in the following locations:

- Between the access route and any adjacent construction site.
- Between the alternate circulation path and any adjacent construction site.
- Between the alternate circulation path and the vehicular way, if the alternate circulation path is diverted into the street.
- Between the alternate circulation path and any protruding objects, drop-offs, or other hazards to the public.
- At the down curb ramp of an intersection, if opposite up curb ramp is temporarily or completely blocked, and no adjacent alternative circulation path is provided.

Surfacing of Public Corridors

During construction, tripping hazards and barriers must be removed to maintain an accessible safe path of travel. The surface of the path of travel shall be skid resistant and free of irregularities.

Opened crosswalks, ramps and walkways in general shall be kept free of debris and obstructions.

Identification of Safe Path of Travel

If alternate circulation routes are provided for the public to bypass the construction site, the route shall be clearly defined and advance warning shall be provided to clearly delineate the alternate circulation route. Any change of level in a path of travel that is over ¼ inch (1/2" maximum) height must be beveled at 45 degrees to provide a smooth, non-tripping transition. The Engineer shall review and approve any public access limitations and notification requirements for pedestrians with mobility or vision impairments.

When using A-frames for defining a path of travel, A-frames shall be placed end to end (no spacing between barricades) to provide a continuous guide for individuals using canes. A-frames shall be connected with 2x4's that are continuous and are attached to the base of the barricade system at two (2) to four (4) inches from the ground.

Caution tapes shall not be used as barricades or to define a path of travel but may be used to highlight

danger or in conjunction with barricades. Excavated areas shall be secured by means of barricades or temporary fences.

The bottom three (3) inches of any fencing material used shall be made solid to act as a guide for canes used by the visually impaired. Wood, sheet metal, railings, or other approved material may be used at the bottom portion of the fence.

Curb ramps leading to closed crosswalks shall be appropriately barricaded. Temporary ramps shall be provided at temporary crosswalks and shall be able to direct blind pedestrians to and through the temporary path of travel. R9-3a and R9-3b signs shall be mounted on the barricade to advise pedestrians of closed sidewalk and directed routes.

No trucks or equipment shall be parked or obstructing the public path of travel at any time.

Warning Signs

The Contractor shall provide warning signs for temporary ramps and barricades. Warning signs shall be located at both the near side and the far side of the intersection preceding a temporarily completely blocked public way.

Restoration of Public Routes

After construction, the site shall be restored to its former condition, or new condition as required.

3.04 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore.

The City shall not pay additional traffic control compensation for a change work order or for a second mobilization if the project is extended due to weather.

4.00 CONSTRUCTION STAKING

The Contractor shall provide a copy of staking notes to the Engineer prior to any stakes being used. The Contractor shall furnish and set all construction stakes and marks to establish the lines, grades, and sections required for the completion of the work as shown on the plans and as specified in the State Standard Specifications and these Special Provisions.

Prior to any construction work, the Contractor shall adequately survey the existing horizontal and vertical control points of all facilities that are to be restored to their original locations at the end of construction.

Before starting any survey work, the Contractor shall submit in writing for approval to the Engineer, the proposed procedures, methods, equipment, and typical stake markings to be used. All procedures, methods, and typical markings shall be in accordance with the Caltrans Surveys Manual, Chapter 12, "Construction Surveys," and which is available at https://dot.ca.gov/programs/right-of-way/surveys-manual-and-interim-guidelines.

In the event the Contractor's operations destroy any of the project control points or construction staking, the Contractor shall replace project control points and construction staking at Contractor's expense, subject to verification by the Engineer. The cost of any such verification by the Engineer will be deducted from any moneys due or to become due the Contractor. The Contractor will not be allowed any adjustment in contract time for such verification of project control points by the Engineer.

Construction stakes shall be removed from the site of the work when no longer needed.

It shall be the Contractor's responsibility to notify the Engineer of any discrepancies found between the field conditions and grades and notes shown on the Plans.

4.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore.

5.00 WATER POLLUTION CONTROL PLAN (WPCP)

The Contractor shall develop and implement a WPCP in accordance with Section 13, "Water Pollution Control," of the State Standard Specifications, and these Special Provisions.

The Contractor shall generate the WPCP and submit to the Engineer for review and approval.

Within this section, references to Water Pollution Control shall be consistent with content and requirements of the Project WPCP preparation, execution, and final stabilization requirements.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in these Special Provisions, including but not limited to, compliance with the provisions of the 2009 Approved Stormwater Quality Improvement Plan (SQIP), the Permit, and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the City or Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

A. Enter upon the construction site and the Contractor's facilities pertinent to the work; and

B. Inspect the construction site and related soil stabilization practices and sediment control measures.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

5.01 WPCP PREPARATION, APPROVAL, AND UPDATES

The Contractor must provide a Qualified SWPPP Developer (QSD) to prepare the WPCP. The Contractor will provide a QSD and Qualified SWPPP Practitioner (QSP) to perform the testing and inspection. This does not relieve the Contractor from their duties to amend and follow the WPCP to include inspections and implementing corrections.

The Contractor shall be required to amend the WPCP and submit to the Engineer for review and comment. Erosion and sediment control shall conform to the requirements of the current edition of the "Storm Water Quality Design Manual, Sacramento Region," which is available at the following website:

https://www.beriverfriendly.net/stormwater-quality-design-manual/

Within 20 working days of receiving a copy of the fully executed contract, the Contractor shall submit a copy of the WPCP to the Engineer. The Engineer will have 10 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP to the Engineer within 15 days of receipt of the Engineer's comments. The Engineer will have 5 days to review the revisions. A copy of the WPCP shall be kept on the job site (in the job trailer) at all times.

Soil stabilization Best Management Practices (BMPs) shall be maintained on any area disturbed. All BMPs shall be installed/implemented and maintained throughout the duration of construction. These BMPs shall include (but not be limited to) the BMPs checked on the Construction Site BMPs Consideration Checklist shown in Table 1 below:

The Contractor shall provide a QSP to perform regular inspection of the site and the installed BMPs. The Contractor's QSP shall place a record of all inspections in the project WPCP binder within 24 hours of any inspection. The project WPCP binder shall be made available to the City for review at any time during normal working hours.

Erosion and sediment control BMPs shall be placed, monitored for effectiveness, and maintained throughout the construction process.

The following precautions shall be implemented regardless of the season:

1. A stabilized construction site access should be constructed at any construction staging and/or stockpile site as determined appropriate by the Engineer.

2. Temporary stockpiling of construction materials, including vehicles and portable equipment, supplies, fuels and chemicals, will be restricted to designated construction staging areas within the project area.

3. Any wet season requirement shall be implemented if conditions exist which may cause erosion and sedimentation.

4. The Contractor shall not be limited to the requirements listed above but shall be responsible for implementing whatever measures are necessary to prevent erosion and sedimentation.

The Contractor shall recommend amendments to the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended by the Contractor's QSD if the WPCP is in violation of any condition of the Permit or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted to the Engineer for review and approval in the same manner specified for the initially approved WPCP. Approved amendments shall be dated and logged in the WPCP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations within 3 business days or prior to any forecast rain event of 50% or greater per National Oceanic and Atmospheric Administration (NOAA).

If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 15 calendar days of identification of non-compliance.

5.02 WPCP IMPLEMENTATION AND MAINTENANCE

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work.

Soil-disturbed area of the project site shall be not more than 1 acre. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate

the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required for the protection of soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbance activities are to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become non-active during the wet season shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following workday. The Contractor shall monitor the weather forecast on a daily basis. The NOAA forecast shall be used. Construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall comply with all provisions of the WPCP, including inspection and maintenance during the life of the project, including any work stoppages for any reason, including weather, holidays, moratorium, utility conflicts, etc.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the City.

5.03 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore.

6.00 CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 17-2, “Clearing and Grubbing,” of the State Standard Specifications and these Special Provisions.

Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

6.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore

7.00 EARTHWORK

Earthwork shall conform to Section 19, “Earthwork,” of the State Standard Specifications and these Special Provisions.

Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades. Notify the City when excavations have reached required subgrade. If the City determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or approved fill material as directed.

Fill generated during trail excavation, borrowed from onsite stockpiles, or imported shall be uncontaminated and free of organic material, trash and other objects. Fill material shall be screened to be placed, graded, and compacted by the contractor in manner that will support the intended use.

Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

Granular fill material is to be class 6 granular road base. Fill material is to be compacted to 90-95% standard proctor density to a professionally finished surface that facilitates drainage, and accommodates riders in reasonably variable wet and dry conditions. Similar alternative to be approved by the Project Engineer and the Owner’s Representative.

Place backfill and fill soil materials in layers not more than 12” in loose depth. Each lift shall have the optimum moisture content and must be compacted to minimum 95% compaction prior to placing next lift.

Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated on the plans. Provide a smooth transition between adjacent existing grades and new grades.

Excavated material in excess of the material used to attain finished grades shall be considered common borrow and spread on site.

Upon completion of the pump track, the Contractor shall hydroseed all denuded areas disturbed by the Contractor to facilitate vegetation growth. This hydroseeding shall be performed to the satisfaction of the Engineer.

7.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore.

8.00 AGGREGATE BASE

Aggregate Base shall be Class 6 granular road base. Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets and coarse or fine material.

Class 6 Aggregate Base material shall contain sufficient moisture to prevent segregation. Aggregate base materials shall be immediately spread to its planned grade and cross section. Segregation or excessive drifting or spotting material will not be permitted.

The surface of the finished aggregate base at any point shall not vary more than 0.05-foot above or below the grade established by the City.

The Contractor shall install aggregate base rock from one source to the greatest extent practical to ensure compaction testing results are reliable and consistent for the duration of the project. If additional suppliers are to be considered, the Contractor shall provide material submittals for review and approval. The Contractor shall coordinate with the Engineer to agree upon where a particular type of base rock is to be installed thereby avoiding the mixing of aggregate base rock from multiple suppliers in one area.

The Contractor shall achieve at a minimum 95% relative compaction as outlined in the City's Quality Assurance Program. The Contractor shall refer to the Quality Assurance Program section of these Special Provisions for information related to materials testing requirements.

Proposed recycled materials shall not be used in the work unless a material submittal is approved in writing by the City.

The Contractor shall provide a material submittal to the City with laboratory test data no more than six weeks old certifying that the proposed materials meet all the quality requirements of Section 25, "Aggregate Subbases," and 26, "Aggregate Bases," of the State Standard Specifications. Proposed recycled materials shall not be used in the work unless a material submittal is approved in writing by the City.

The Contractor shall verify that the mix design, with ID number written on weighmaster tags, delivered to the job site matches the approved mix design. If the mix design ID numbers do not match, the product shall be rejected at no cost to the City.

8.01 DAILY SUBMITTAL

The Contractor shall submit tickets indicating the quantity of material delivered as the material arrives at the job site, or at any time upon request of the Engineer. If the Contractor does not submit the tickets at the end of each day when aggregate base is installed, a temporary stop work order may be issued on the construction activity with no associated cost incurred by the City. The construction activity may resume with the Engineer's written approval upon receiving and reviewing all tickets.

8.02 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore.

9.00 HOT MIX ASPHALT

The Contractor shall furnish and install hot mix asphalt (HMA) at the locations and to the depths shown on the plans in accordance with Section 39-2, “Hot Mix Asphalt,” of the State Standard Specifications, and these Special Provisions.

9.01 MATERIALS

The Contractor shall submit in writing to the Engineer a complete mix design as described in Section 39-2.01A(3)(b), “Job Mix Formula,” of the State Standard Specifications. Mix designs must include the name of the material plant, the product name, a mix design ID number, and item of work in which it is to be used.

Hot Mix Asphalt shall be type A. All asphalt binder shall be PG 64-10 and shall conform to the requirements of Section 92, “Asphalt Binders,” of the State Standard Specifications. **Aggregate shall be 3/8” aggregate**.

The Contractor shall furnish and install an emulsified asphalt (Type SSI) tack coat conforming to Sections 39-2.01C(3)(f), “Tack Coat,” and 94, “Asphaltic Emulsions,” of the State Standard Specifications.

The Contractor shall submit certification from the supplier that the material he is furnishing has been properly tested within the last 6 weeks and designed so as to meet the aforementioned specifications. Cost of any such testing shall be the responsibility of the Contractor and/or supplier. Once a supplier's material has been found acceptable, the Contractor shall furnish material from no other source without the prior approval of the Engineer in writing.

The Contractor shall verify that the mix design, with ID number written on weighmaster tags, delivered to the job site matches the approved mix design. If the mix design ID numbers do not match, the product shall be rejected at no cost to the City.

9.02 EXECUTION

The HMA shall be placed in 3-inch maximum lifts after compaction. Conform sections shall be squared off and hand raked to a neat straight line. Edges at curb shall be hand raked and rolled with a small roller or tamper when larger roller cannot be used.

Spreading and Compaction

1. Vehicles used for hauling HMA mixtures must have tight, smooth, metal beds, and must be free from dust, screenings, excessive petroleum oils, volatiles, or other mineral spirits that may affect the mix being hauled. Trucks must be provided with tarpaulins or cargo covers of sufficient size and weight to protect the entire load.

2. Should the methods and equipment furnished by the Contractor fail to produce a layer of HMA conforming to the requirements, including straightedge tolerance, of Section 39-2.01C(2), “Spreading and Compacting Equipment,” of the State Standard Specifications, the paving operations shall be discontinued, and the Contractor shall modify his equipment or furnish substitute equipment. The compacted material must achieve at least 85% relative compaction.

Finishing

1. The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 12 feet long is laid on the finished surface and parallel with the center line of the surface, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested

transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which will not drain, remain in the surface after rolling. Any ridges, indentations or other objectionable marks left in the surface of the HMA by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the HMA shall be discontinued and other acceptable equipment shall be furnished by the Contractor.

Testing and Certification

During the work, the City may periodically sample and test the furnished material to ensure quality assurance in accordance with the City's Quality Assurance Program. The Contractor will perform all required quality control testing. The City will assume the cost of all quality assurance testing, however, the Contractor will be required to pay for all failing test.

9.03 DAILY SUBMITTAL

The Contractor shall submit HMA Weighmaster's Certificates as the material arrives at the job site, or at any time upon request of the Engineer. If the Contractor does not submit the Certificates at the end of the day when HMA is installed, a temporary stop work order may be issued on the paving operation with no associated cost incurred by the City. The paving operation may resume with the Engineer's written approval upon receiving and reviewing the Certificates.

9.04 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore.

10.00 STORMWATER DRY WELLS

Dry-Wells, regardless of the number installed, shall be constructed as shown on the plans and shall be lined with Mirafi 140N Geotextile Fabric. Fabric shall be non-woven.

Granular fill material is to be class 6 granular road base.

10.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore.

11.00 PUMP TRACK

The Contractor shall construct all Main Pump Track features (not the Skill Track or the Dirt Jump Track) as shown on the plans, including all PBR Features ramps associated with the Main Pump Track. For the purposes of this contract, this includes the PBR 90 Deg Berm Turn (Section D, Sheet BP-15) shown on the plans dated 12/11/2023.

All other labor and materials necessary to provide for a complete and functioning Main Pump Track and which is not specifically covered by other sections of these Special Provisions shall be included in this bid item.

The City will retain an expert rider to independently verify that rideability and safety of the Main Pump Track. Any changes recommended by said expert rider shall be incorporated by the Contractor at no additional cost to the City.

11.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the lump sum price paid for constructing the Whitney Community Park Pump Track and no additional compensation will be allowed therefore

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fire Safe Vegetation Management

Date: February 27, 2024

Submitted By: Gabrielle de Farcy, Associate Management Analyst

Department: City Manager's Office

Recommendation:

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

Background:

Beginning in August of 2023, the City Manager initiated a series of discussions and staff research regarding City weed abatement and fire safe vegetation program management with staff from the City Manager's Office, Community Development, Public Services and the Fire Department.

The Public Services Department currently manages approximately 73 City owned vacant parcels and 905 privately owned vacant parcels through a weed abatement contract. The Fire Department is currently responsible for any other privately owned properties that have a permitted structure on them.

Every spring, the Fire department sends out a postcard to pre-identified properties that have been determined to have large amounts of weeds, slope and terrain that is conducive to fire spread, and properties that receive continued complaints. In that postcard, it outlines the requirements set forth in the municipal code. The Public Services Department sends out two letters to vacant property owners with compliance requirements as well.

In the Public Services Department, all vacant parcels that do not comply with the Standards for Maintenance of Vacant Parcels are declared a nuisance by the City Council. These parcels will be abated by the weed control contractor hired by the City to perform the necessary weed abatement. When the contractor invoices the City for the abatement work, the City, in turn, invoices the property owner for the contractor’s fees plus a per-parcel administrative charge. If

the property owner does not pay these fees, the City places a lien on the property until the fees are collected. The Fire Department issues a Notice of Violation to the property owner if a property is not in compliance. If no property owner is onsite, the letter is sent via certified mail.

Currently, inspections may be performed by three departments, Public Services, Community Development (Code Enforcement Inspector) and Fire, resulting in various interpretations of the Fire Department Standards.

Staff has determined that it is in the best interest of the City to consolidate vegetation management and weed abatement for privately owned properties and City owned properties (excluding open space) to the Fire Department.

Code Enforcement and Fire Department staff evaluated the current procedures, definitions, and classification as outlined in the Rocklin Municipal Code and identified areas of improvement and clarification. Amendment of Sections 1.16.010 Abatement by City, and 1.16.020 Procedure for Creation of Nuisance Abatement Lien, would be best practice for the City to assist with City abatement, including weed abatement, by specifically differentiating the abatement procedure from lien procedure. Abatement language and authority can be found in California Government Code section 38773.

Fire Department staff have made updates to 8.10.020 Additional Definitions, and 8.10.030 Classification of Nuisances for the following benefits:

1. A defined defensive space establishes a buffer zone, reducing the risk of fire spreading to structures and communities. This buffer is a vital line of defense, allowing firefighters to better protect property.
2. Providing clear guidelines on defensive spaces aid property owners in understanding the necessary steps to create and maintain a safe perimeter around buildings. This promotes better accessibility for firefighting personnel during emergencies.
3. Implementing a specific definition for defensive spaces encourages proactive measures to mitigate fire risks based on a nationally established guidelines. Well-maintained spaces can inhibit the rapid spread of flames, providing crucial time for fire containment efforts.
4. By instituting a standardized defensive space definition, it bolsters community-wide resilience against wildfires. Consistent guidelines ensure uniformity in preparedness, potentially reducing property damage and enhancing overall safety.

Fiscal Impact:
There is no direct fiscal impact in adopting the proposed Ordinance.

ATTACHMENTS:
1. Ordinance

ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

1.16.010 – Abatement by city.

A. Abatement Authority.

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

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

B. Administrative Abatement Procedures.

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

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

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

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

C. Summary Abatement.

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

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

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

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

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

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

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

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

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

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

8.10.020 - Additional definitions.

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

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

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

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

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

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

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

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

8.10.030 Classification of nuisances.

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading:
Second Reading:
Effective Date:

ROCKLIN
CALIFORNIA

City Council Staff Report

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

Date: February 27, 2024

Submitted By: Daniel Choe, Deputy Director of Administrative Services
Sherri Conway, Assistant City Manager

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended December 31, 2023, and Amending the Fiscal Year 2023/24 Budget.

Background:
The quarterly financial report provides an overview of the City of Rocklin's current financial position. The City departments and the Finance division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate actions, recommend any necessary mitigating plan, and to make operational changes as required.

Fiscal Year 2022/23 General Fund Excess Resources
As reflected in the fiscal year (FY) 2022/23 Annual Comprehensive Financial Report (ACFR), year-end net resources resulted in one-time General Fund budgetary resources of approximately $3.1 million. The City's Key Management Practices require City Council approval to use General Fund year-end surplus for one-time expenditures towards programs or projects.

After careful consideration, staff recommends using these one-time expenditures to support the following City Council priorities and the City's core services.

Enterprise Asset Management System: $1 million: An Asset Management System (AMS) is software designed to monitor, maintain, and optimize an organization's assets throughout their lifecycle. It seamlessly integrates service requests, work orders, inspections, resources, and the mobile workforce. The AMS is essential in managing various service operations, including workflow tasks, plan review processes, fee calculations and payments, inspections, licensing renewals, code enforcement, and reporting. Currently, each department utilizes some form of AMS or other tools to manage their work. However, these tools lack integration, requiring resources and expertise in multiple systems. IT staff must be trained and proficient in

supporting and managing all these systems, which also demand server resources and require client software to be installed on desktops. A centralized and comprehensive approach to asset management would significantly benefit the City, enhancing service delivery, and ultimately, customer satisfaction.

Whitney Community Park Parking Lot Expansion: $800,000: On June 27, 2023, the City Council approved the final design of the Whitney Park Pump Track and prioritized the project components. This design incorporates an ADA path to the existing parking lot; however, the current parking facility lacks sufficient spaces for the pump track, bicycle playground, and other amenities in the park. This funding will facilitate the expansion of the parking lot to address this need.

Sunset Whitney Recreation Area Maintenance Yard: $600,000: The Parks and Recreation Department recommends building a new maintenance yard at the Sunset Whitney Recreation Area. This facility will play a pivotal role as a dedicated space for year-round storage of equipment, staging, supplies management, weed abatement, and overall park maintenance operations. The proposed plan includes a metal storage structure, a sturdy concrete foundation, improvements to access and roadways, installation of a CMU block wall for security and aesthetic purposes, utility connections for water, sewer, and power, along with the demolition of the existing outdated structure.

Fire Radios: $250,000: The Rocklin Police and Fire Dispatch Center will be transitioning from VHF to a digital radio system due to aging infrastructure. The Fire Department is replacing outdated equipment with radios aligning with the Police Department, ensuring compatibility with both VHF and digital systems. This upgrade enables seamless communication with other agencies during disaster responses, enhancing overall emergency response effectiveness and public safety.

Fleet Electrification Study: $100,000: In light of recent and ongoing updates to the Advanced Clean Fleets Regulation by the legislature concerning Fleet Electrification, it is essential to conduct a comprehensive study of the current fleet and infrastructure. This study aims to determine the necessary updates that the Fleet Division should implement to comply with both existing and new requirements. The outcome of this study will be a master plan for the phased implementation of fleet electrification, identifying the path forward, infrastructure needs, vehicle requirements, and providing cost estimates.

Open Swim: $80,000: To gauge community interest and need for additional summer recreational activities, the Parks and Recreation Department is launching a recreational swim pilot program. The program aims to provide Rocklin residents with access to the Rocklin High School Pool for recreational swim during the summer of 2024.

Document Digitization: $80,000: The City has a plan to upgrade its current, outdated, and out-of-service document management system. This system serves as an automated, centralized hub for organizing diverse formats of essential documents in the modern workplace and facilitates the conversion of paper documents into digital content. An electronic document management system can significantly reduce costs associated with misfiled or lost documents, regulatory violations, paper, and other resource wastage, along with common data entry errors. While the funds for the system have been previously approved by the City Council, additional resources are needed to effectively digitize paper documents. These include, but are not limited to, various permits, historic development records, plans, and

financial records.

Department Organizational Assessment: $75,000: To provide funding to conduct an organization study for the Public Works Department. The organizational assessment will enable the City to better allocate Public Works resources and provide a comprehensive understanding of an organization's current state, enabling management to make informed decisions, improve processes, foster a positive and effective work environment, and increase satisfaction.

Fleet Capital Reserve: $54,550: The City funds the cost of replacement vehicles and equipment over the asset's useful life. This ensures the systematic replacement of vehicles and equipment to keep the City's vehicular fleet safely and properly operating. As of June 30, 2023, the Fleet Replacement Fund is at 5.8 million, equivalent to 61% of the vehicle depreciation cost. Staff recommends allocating $54,550 to the Fleet Capital Reserve.

Building Reserve: $50,000: This reserve was established to fund capital maintenance projects to sustain existing City facilities or to support the expansion of existing City facilities to address workforce needs of City services. Staff recommends allocating $50,000 to the Building Reserve.

FY 2023/24 Quarterly Financial Report

The Quarterly Financial Report for the quarter ended December 31, 2023 is included as Exhibit A to the Resolution. As part of this review, staff has identified areas requiring operational changes, as well as necessary budget amendments previously approved by the City Council after its December 12, 2023 adoption of the First Quarter Financial Report and amended budget. The recommended changes and amendments are attached as Exhibit B to the Resolution. The following provides details on recommended budget amendments:

Sales Tax, Net Change: $(420,000) : Sales tax made up approximately 32% of the General Fund revenues. Anticipating a slowdown in taxable merchandise spending, staff adjusted the growth projection for FY 2023/24 sales tax revenues during the budget development. Despite adopting a conservative forecast, the projected overall sales tax revenue for the remainder of the year is expected to fall short, necessitating a downward revision of the sales tax budget by $420,000. Recent indicators suggest a tempering of inflation, while consumers remain cautious due to interest rate hikes, leading to reductions in savings and spending. These trends are further reflected in diminished transactions in the building and construction and general merchandise sectors.

Interest Earnings, Net Change: $450,000: In December 2022, the City entered into a contract with an investment advisory firm to administer its excess funds, not immediately required for use. This strategic decision was a shift from predominantly holding the City's funds in the Local Agency Investment Fund and the County Treasurer's Pooled Investment Fund to adopting a more robust and diversified investment strategy. This change, combined with favorable market conditions, resulted in higher returns through December 31, 2023, and is anticipated to continue. Consequently, staff recommends a budget increase of $450,000 for interest earnings.

The actions recommended in this Report address the adjustments necessary to implement the City's operational requirements for the remainder of the current fiscal year and provide additional resources for priorities and services as directed by the City Council.

2023-2025 Strategic Plan Update

Additionally, during the May 9, 2023 City Council Meeting, the City Council affirmed the outcomes of the 2023-2025 Strategic Planning and Two-Year Work Plan Items. The 2023-2025 Strategic Plan and associated Two-Year Work Plan Items were developed by City Council and City staff following the March 22, 2023 Strategic Planning workshop. The strategic outcomes or 5 “Pillars”, along with the directional statements, served as a guiding tool for staff to develop the two-year programs and project goals as outlined in the Work Plan Matrix. The items identified in the Work Plan Matrix are the focus of staff and other resource priorities for the next two years.

The Strategic Plan Program Update (Attachment 4) serves to track the staff-recommended and City Council approved Two-Year Work Plan Items and prioritize the strategic outcomes that are designed to create progress and meet community needs in each pillar. The matrix tracks the progress of the two-year work plan items during the second quarter of Fiscal Year 2023/24 (October - December 2023).

Staff will continue to provide progress updates to City Council as part of the quarterly budget update.

Fiscal Impact:

Sufficient funds are available in their respective funds in the Fiscal Year 2023/24 Operating Budget to support the staff recommendations.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - FY24 Second Quarter Financial Report
3. Resolution Exhibit B - Budget Amendments
4. Strategic Plan Progress Update October - December 2023

RESOLUTION NO. 2024-

ACCEPTING THE QUARTERLY FINANCIAL REPORT
FOR THE QUARTER ENDED DECEMBER 31, 2023 AND
AMENDING THE FISCAL YEAR 2023/24 BUDGET

WHEREAS, the quarterly financial report provides an overview of the City of Rocklin's current financial position, and in connection therewith, City departments with the Finance division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate actions, recommend any necessary mitigating plan, if needed, and to make operational changes as required. The Quarterly Financial Report for the quarter ended December 31, 2023 is attached hereto as Exhibit A; and

WHEREAS, as part of this review, staff has identified areas requiring operational changes as well as the necessary budget amendments based on the appropriations previously approved by the City Council from the fiscal year 2023/24 budget to date. The recommended budget adjustments are attached hereto as Exhibit B.

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

Section 1. The City Council of the City of Rocklin accepts the Quarterly Financial Report for the quarter ended December 31, 2023 as reflected in Exhibit "A," attached hereto and incorporated herewith by reference.

Section 2. The FY 2023/24 Budget is amended as outlined in Exhibit "B," attached hereto and incorporated herewith by reference.

PASSED AND ADOPTED this 27th day of February 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Fiscal Year 2023/24 Quarterly Financial Report
For the Quarter Ended December 31, 2023

The quarterly financial report provides an overview of the City of Rocklin's (City) current financial position. The City departments and the Administrative Services - Finance Division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate action, any necessary mitigating plans, or operational changes required.

On June 27, 2023, the City Council adopted Resolution No. 2023-109 approving the FY 2023/24 Budget, which totals $119 million for operations and capital improvements for all funds, and $67.4 million in the General Fund. Year-to-date expenditure budget through December 31, 2023 is $73.2 million, as amended. This reflects the City Council approved budget amendments and carryforward funds from fiscal year (FY) 2022/23 to support projects, grants, and equipment purchases continued from the prior year.

Economic Development Update

Labor Market Data

The City of Rocklin's unemployment rate was at 3.9% in December 2023, with a labor force of 35,400 and employment at 34,000. The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 4.7% in December 2023, up from a revised 4.5% in November 2023, and above the prior year estimate of 3.5%. This compares with an unadjusted unemployment rate of 5.1% for California and 3.5% for the nation during the same period. The unemployment rate was 4.4% in El Dorado County, 4.0% in Placer County, 4.7% in Sacramento County, and 5.3% in Yolo County.

Between December 2022 and December 2023, total jobs in the region increased by 29,400 or 2.7%.

- The education and health services sector saw significant growth, adding 11,600 jobs and leading year-over-year job expansion for the region. Specifically, healthcare and social assistance contributed 11,200 jobs, while private educational services accounted for an additional 400 jobs.
- Government payrolls expanded by 5,400 jobs since last December, with gains distributed across local government (up 4,200 jobs), state government (up 5,400 jobs), and federal government (up 200 jobs).
- Year-over-year construction payrolls increased by 5,400 jobs. Within the industry sector, the construction of buildings increased by 4,700 jobs, while specialty trade contractors gained 1,200 jobs.

- In contrast, three industries reported year-over-year declines. Financial activities experienced a decrease of 2,300 jobs, and information saw a drop of 600 jobs.

Between November 2023 and December 2023, combined employment in the counties of El Dorado, Placer, Sacramento, and Yolo decreased by 1,700 to total 1,113,800 jobs.

- The private education and health services sector increased by 800 jobs. Healthcare and social assistance gained 900 jobs. However, 100 jobs were lost in private educational services.
- The construction sector experienced a typical seasonal decline in December, with a reduction of 1,800 jobs. Specialty trade contractors were responsible for half of the decrease and construction of building loss by 300 jobs.
- Government employment lost 800 jobs following four consecutive months of job gains. The decline was sought in local government (down 600 jobs) and state government (down 800 jobs).
- Other services recorded a month-over drop of 700 jobs.
- In contrast, leisure and hospitality reported a gain of 1,000 jobs, and recreation gained 700 jobs. Accommodation and food services gained 300 jobs.

Residential Real Estate

Between the 4th Quarter 2022 and 2023, the median home price in Rocklin increased by 5.3% for detached single-family residential properties, reaching a median home price of $685,000. However, the median home price in Rocklin decreased by 4.2% from the previous quarter. The average days on the market show how many days, on average, a property is on the market before it sells. In December 2023, the average days on the market were 45, reflecting a 40.6% increase from the previous month's 32 days.

General Fund Revenues

The following chart reflects the current fiscal year's budget to actual revenue received through December 31, 2022, and the comparative budget to actual revenues from the prior year for the same period.

General Fund Revenue Summary
For the Quarter Ended December 31, 2023

Revenue Category	Budget FY 2022/23	Revenues through 12/31/2022	% Received FY 2022/23	Budget FY 2023/24	Revenues through 12/31/2023	% Received FY 2023/24
Property Tax	22,191,300	306,986	1.4%	24,006,800	295,743	1.2%
Sales and Use Tax	20,209,000	7,019,170	34.7%	21,157,300	7,119,238	33.6%
Building Permits	3,161,300	1,429,210	45.2%	3,515,300	1,341,365	38.2%
Franchise	2,416,800	464,256	19.2%	2,465,100	476,657	19.3%
Other Revenues	12,370,700	4,574,981	37.0%	14,527,200	6,983,379	48.1%
Total	$60,349,100	$ 13,794,603	22.9%	$65,671,700	$16,216,383	24.7%

General Fund operating revenues appear to be within budgetary expectations as of December 31, 2023. Year-to-date through December 31, the City's General Fund revenue is $16.2 million, representing 24.7% of General Fund total resources expected to be received for FY 2023/24. Overall, General Fund total

resources remain consistent with the prior year; however, the Sales and Use Tax revenue category shows a sign of a continued slowdown in consumer spending, and it is expected to come in lower than what was originally anticipated for the remainder of the fiscal year.

Property Tax. Property taxes are the largest General Fund revenue source, accounting for approximately 37% of all General Fund revenues. Most of the City's secured property tax revenues are received in January and May.

Sales and Use Tax. Sales and use taxes make up approximately 32% of General Fund revenues. Sales tax is imposed on the total retail price of any tangible personal property and the use or storage of such property. Year-to-date through December 31, sales tax revenues are $7.1 million, up 1% from the prior year. The City's tax consultant is projecting this trend to continue, with the full year's sales tax revenue expected to be approximately 2% higher than the revenue received in FY 2022/23. Despite the expected slight revenue growth, it falls short of the growth anticipated in the FY 2023/24 budget. A slowdown in the building and construction industry, general consumer goods, and State and County pools could result in revenues being approximately 2% less than the FY 2023/24 budget. Given the volatility of sales tax, staff constantly monitors sales tax revenues for signs of performance above or below the budget.

Building Permits. Year-to-date building permit revenue through December 31, 2023 is $1.3 million (38.2% of budget) compared to $1.4 million (45.2% of budget) one year ago. Large multi-family projects have greater impact on the amount of building permit revenue received as permits are often processed at one time for the entire project. As the timing of anticipated multi-family projects are subject to change, staff will continue to monitor for signs of above or below budget performance.

Franchise Tax. Franchise tax includes fees from gas, electric, garbage, and telecommunication services. Year-to-date franchise tax revenue is $0.48 million (19.3% of budget) compared to $0.46 million (19.2% of budget) one year ago.

Other Revenues. Other General Fund Revenues through December 31, 2023, amount to $6.98 million (48.1% of budget) compared to $4.6 million (37.0% of budget) one year ago. A significant portion of this increase is attributed to interest earnings resulting from the City's robust and diversified investment strategy implemented in December 2022 and favorable market conditions. Throughout the reporting period, other revenues are on track to meet the budget. Staff will continue to monitor all revenue sources and provide updates as part of these quarterly reports.

Department Revenues and Expenditures

The following charts reflect comparative budget to actual information for the General Fund departments.

General Fund Department Revenue Summary
For the Quarter Ended December 31, 2023

Department	Budget FY 2022/23	Revenues through 12/31/2022	% Received FY 2022/23	Budget FY 2023/24	Revenues through 12/31/2023	% Received FY 2023/24
City Manager	-	-	0.0%	125,000	-	0.0%
Community Development	4,255,800	1,794,468	42.2%	4,741,300	1,942,656	41.0%
Fire	515,400	386,798	75.0%	2,819,500	281,462	10.0%
Parks & Recreation	1,862,800	783,009	42.0%	2,479,000	1,009,101	40.7%
Police	1,413,100	445,576	31.5%	1,564,800	428,391	27.4%
Public Services	278,800	98,136	35.2%	245,200	96,182	39.2%
Total	$8,325,900	$3,507,986	42.1%	$11,974,800	$3,757,793	31.4%

Year-to-date General Fund department revenues through December 31, 2023, amount to $3.8 million (31.4% of budget), compared to $3.5 million (42.1% of budget) one year ago. The FY 2023/24 Fire revenue budget has been adjusted to directly reflect resources from the Community Facilities District No. 1. At this time, department revenues appear to be in line with the budget.

General Fund Department Expenditure Summary
For the Quarter Ended December 31, 2023

Department	Budget FY 2022/23	Expended through 12/31/2022	% Expended FY 2022/23	Budget FY 2023/24	Expended through 12/31/2023	% Expended FY 2023/24
City Council	97,800	26,852	27.5%	99,400	32,911	33.1%
City Manager	1,154,900	536,774	46.5%	1,581,558	552,305	34.9%
City Attorney	1,118,400	720,628	64.4%	1,429,617	377,577	26.4%
City Clerk	398,000	127,214	32.0%	329,000	96,532	29.3%
Administrative Services	5,698,600	2,398,516	42.1%	6,150,891	2,407,828	39.1%
Community Development	5,553,300	2,000,614	36.0%	6,446,715	1,940,149	30.1%
Fire	12,417,800	5,440,862	43.8%	15,447,149	6,992,648	45.3%
Parks & Recreation	6,698,800	2,768,945	41.3%	7,683,908	2,271,809	29.6%
Police	21,680,100	9,301,458	42.9%	24,864,197	10,334,229	41.6%
Public Services	5,501,800	1,958,208	35.6%	6,137,658	1,567,815	25.5%
Non Departmental	3,399,900	1,098,875	32.3%	4,418,800	-	0.0%
Total	$ 63,719,400	$ 26,378,946	41.4%	$ 74,588,893	$ 26,573,803	35.6%

Departments have expended approximately 35.6% of their total budget in the General Fund for FY 2023/24. Expenditures are generally incurred as needs arise and not equally throughout the year. As of December 31, 2023, both revenues and expenditures are within budgetary expectations. Staff will continue to monitor and will present the FY 2023/24 Third Quarter Financial Report in the Summer of 2024.

Changes in Fund Balance		
Fund Name (No.)	**Net Change**	**Description**
General Fund (100)	$ 306,500	Adjust fund balance to reflect fund balance commitments and net budget appropriations previously approved by the City Council.
Asset Forfeiture (242)	$ (15,000)	Reduce fund balance in support of automated license plate reader camera purchases.
Building Reserve (180)	$ 50,000	Adjust fund balance to reflect fund balance commitments.
SB325 Sales Tax (210)	$ (65,500)	Reduce fund balance in support of an increase to ADA ramps and concrete construction services.
Vehicle Fleet Management (500)	$ 54,500	Adjust fund balance to reflect fund balance commitments.

Budget Adjustments

Department	Fund Name (No.)	FTE	Revenue/ Reimbursement Adjustments	Expenditure Adjustments	Description
General Fund					
City Manager's Office/Fire	General Fund (100)		$ -	$ 1,228,500	Funding for COAR Design Group architectural and engineering services for the constrution of a new fire station. Funds for the new Fire Station project were set-aside in the General Fund fund balance. This appropration was previously approved at the December 12, 2023 City Council meeting.
Non-Departmental	General Fund (100)		$ (420,000)	$ -	Reduce the sale tax revenue budget to reflect the revised sales tax forecast.
Non-Departmental	General Fund (100)		$ 450,000	$ -	Increase the Interest Earning revenue budget to reflect additional investment earnings.
Non-Departmental	General Fund (100)		$ 3,089,550	$ -	Fiscal Year (FY) 2022/23 General Fund (GF) Surplus.
Non-Departmental	General Fund (100)		$ -	$ 54,550	Fleet Capital Reserve allocation with the FY 2022/23 GF surplus.
Non-Departmental	General Fund (100)		$ -	$ 50,000	Building Reserve allocation with the FY 2022/23 GF surplus.
Parks and Recreation	General Fund (100)		$ -	$ 800,000	Funding for the Whitney Community Park Parking Lot Expansion project with the FY 2022/23 GF surplus.
Parks and Recreation	General Fund (100)		$ -	$ 600,000	Funding for the Sunset Whitney Recreation Area Maintenance Yard project with the FY 2022/23 GF surplus.
Parks and Recreation	General Fund (100)		$ -	$ 80,000	Funding for the Recreational Swim Pilot Program with the FY 2022/23 GF surplus.
	Total General Fund	**-**	**$ 3,119,550**	**$ 2,813,050**	
Other Funds					
Non-Departmental	Building Reserve (180)	-	$ 50,000	$ -	Building Reserve allocation with the FY 2022/23 GF surplus.
Non-Departmental	Vehicle Fleet Management (500)	-	$ 54,500	$ -	Fleet Capital Reserve allocation with the FY 2022/23 GF surplus.
Police	Asset Forfeiture (242)	-	$ -	$ 15,000	Funding to purchase automated license plate reader cameras. This appropriation was previously approved at the December 12, 2023 City Council meeting.
Police	Traffic Safety/PD Grants (244)	-	$ 75,000	$ 75,000	Funding to conduct various operations and trainings to address traffic accident primary collision factors. Costs will be offset by the State of California Office of Traffic Safety grant for Selective Traffic Enforcement Program. The grant was previously accepted at the December 12, 2023 City Council meeting.
Public Works	SB325 Sales Tax (Fund 210)	-	$ -	$ 65,500	Funding for Change Order No. 1 to the Contract with PBM Construction, Inc. for additional ADA ramps. The appropriation was previously approved at the December 12, 2023 City Council meeting.
	Total Other Funds	**-**	**$ 179,500**	**$ 155,500**	

2023-2025 Strategic Planning Framework





Rocklin is resilient and seeks ways to assist the community, businesses and citizens to be adaptable in the face of a changing world. The community is connected through a network of roadways, trails, and sidewalks that allow people and goods to move safely and efficiently throughout the City. Rocklin's infrastructure is designed, built, and maintained to withstand and quickly recover from disasters and disruptions.

	Pillar Objective	Progress Update October – December 2023
1.	Work towards constructing and staffing a 4th Rocklin Fire Station south/east of Interstate 80	On December 12, 2023, the City Council authorized a Fire Station Design/Engineering services contract and approved the purchase of equipment for the 4th station.
2.	Update the City's drainage infrastructure master plan and prioritize critical improvements	
3.	Update the City's ADA Transition Plan	Internal planning meetings underway for project roll out in 2024.
4.	Establish a 3-year Pavement Management Program	
5.	Create and Implement a Strategic Plan for Information Technology services	Facilitated internal SWOT analysis (staff & customers). Reviewed RFP from outside agencies Candidate for IT Manager is in progress
6.	Strengthen Interagency Relationships (FEMA, Caltrans, CalOES, Army Corps, CDFW, etc.)	On-going CDD regional meetings for CIP, monthly utility coordination meetings with SPMUD and PCWA, and PW and CDD regular meetings with PCTPA.
7.	Identify innovative solutions to infrastructure maintenance and enhancements	
8.	Implement programs to reduce fire loss and increase community preparedness	Interdepartmental review has continued and changes to RMC and implementation procedures will be proposed over next quarter.

VIBRANT

Rocklin stimulates a vibrant and diverse community through technology and efficient planning that is flexible and responsive. Rocklin's business friendly environment promotes economic vitality, welcoming new and supporting existing businesses through excellent customer service.

	Pillar Objective	Progress Update October – December 2023
1.	Continue implementation of the adopted Economic Development Strategy and support efforts to recruit, retain and expand local businesses	Participated in the Placer Valley 2023 Economic Development event.
2.	Invest in technology that supports economic development efforts	Solar App streamlined solar permitting software implemented; in final stages of test for implementation of Electronic Plan Review software.
3.	Nurture efforts to establish the Quarry District as a regional destination	Executed LOI for Big Gun property with G3 Concepts at the 11/14/2023 City Council meeting.
4.	Establish a small business outreach program with CDD to assist business owners with planning, permitting, and inspections of new and tenant improvement projects	Continued internal meeting group with CDD, Fire, and Finance to provide guidance on obtaining a business license.
5.	Create and promote events and activities that will attract outside visitors and overnight stays	
6.	Support the newly created Arts Commission's efforts: o To review, update, and implement elements of the 2016 Rocklin Public Art Master Plan o To advise the city council on all matters affecting arts and culture of the city o To encourage programs in the arts and to promote the cultural enrichment of the community; o To establish an effective liaison between the city, county, and local cultural and artistic groups	Arts commission established questions for their first community survey, which will launch in January 2024. Reviewed Art Master Plan.



Rocklin responsive to the unique and emerging needs of the community and offers a quality of life that supports health, happiness and prosperity to all. This results in a community where residents have access to diverse parks, unique amenities, inviting gathering spaces, quality events, and exceptional educational opportunities.

	Pillar Objective	Progress Update October – December 2023
1.	Update the City's Zoning Code	Released an RFP for consultant services for a comprehensive zoning code update on December 18, 2023.
2.	Use master planning processes to guide future development of parks that provide the community with amenities that currently are not offered within Rocklin's park system	SWRA Building demo completed. Master planning process on hold pending filling of Department Director position.
3.	Increase recreation programing to ensure programs are offered to all ages and abilities within the community	Added adult sports programming; confirmed partnership with Sierra College for 2024 Mini Maker Faire.
4.	Identify critical gaps in City Trails within the public Right Of Way	Trails master plan Reidentified priorities and potential partnerships.
5.	Complete the Oak & Pine affordable housing project and support efforts to increase the availability of affordable housing	On-going meetings, weekly project meetings with developer, project entitlement application anticipated in Q1 2024.
6.	Continue to work with regional partners to address homelessness in the City	Staff appointed as Co-Chair of LoGAC; continuing involvement in regional meetings to address homelessness.



Rocklin seeks opportunities to diversify its funding sources to ensure a strong fiscal foundation. Intentional long-term financial planning ensures community success and supports the City's quality of life.

	Pillar Objective	Progress Update October – December 2023
1.	Evaluate opportunities to create new sources of revenue to support critical City services	Multiple grant applications applied for and awarded P&R evaluating player fees and cell site leases
2.	Implement a new Records Management enterprise system that is user friendly for both City staff and the public	
3.	Implement a Section 115 Trust to better address CalPERS obligations	Section 115 Trust has been established.
4.	Implement a two-year operating budget	25/26 research ongoing.
5.	Update the City's Purchasing Code	Research ongoing.
6.	Update Infrastructure Reserve Studies	P&R and PS beginning coordination
7.	Implement comprehensive workforce development and succession planning programs	Program research and implementation filling of vacant position.
8.	Establish plans for reaching 100% funded for the City's facility and fleet replacement reserves	



Rocklin residents feel comfortable walking and biking throughout the community, enjoying parks and public spaces, and know that the City is prioritizing the safety, health, and wellbeing of its community. Rocklin invests in public safety by providing resources and technology to consistently reduce crime and ensure the City remains safe. The City partners with nonprofits, social service agencies, and the community to address the Root causes of crime and social instability.

	Pillar Objective	Progress Update October – December 2023
1.	Maintain, improve, and expand City partnerships that aid in crime prevention and creating a safe community	RPD worked with Probation/ Parole conducting compliance checks throughout the city. RPD COPPS has also partnered with the Roseville PD Special Services Unit to bring services to the homeless population in both jurisdictions on a regular basis.
2.	Continue public education efforts regarding prevention of crimes of opportunity	Lunch time outreach at middle schools. Multiple Rocklin Police Activities League (RockPAL) events held.
3.	Evaluate the creation of a Real Time Crime Center	Confirmed choice of RTCC software and began procurement process.
4.	Improve Interoperability between law enforcement, fire, and EMS agencies	Fire Department received funding in Q4 to outfit five emergency vehicles with dual band radios.
5.	Update antiquated Fire station alerting systems	Installation of new hardware at fire stations and dispatch center; underway, project completion in early 2024.
6.	Improve Cardiac Arrest Survivability by deploying citizen CPR public education and increasing AED distribution	Provided hands on training at Patriot Day, 10 AEDs purchased and to be placed in City buildings

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Rocklin Public Financing Authority's Audited Basic Financial Statements for the Fiscal Year Ended June 30, 2023

Date: February 27, 2024

Submitted By: Angela Doyle, Senior Accountant
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the Public Financing Authority of the City of Rocklin Accepting the Audited Basic Financial Statements for the Fiscal Year Ended June 30, 2023.

Background:
The Joint Exercise of Powers Act of the California Government Code Title 1, Division 7, Chapter 5, requires an annual audit of joint powers authorities and preparation of a report. The Rocklin Public Financing Authority (Authority) is a joint powers authority established by an agreement between the City of Rocklin and the former Rocklin Redevelopment Agency.

The Authority is governed by a Board consisting of members of the City Council. Oversight responsibility, the ability to conduct independent financial affairs, issue debt instruments, approve budgets, and otherwise influence operations and account for fiscal matters is exercised by the Authority's governing board. The Authority is a blended component unit of the City for financial reporting purposes and this Basic Financial Statements report reflects the assets, liabilities, fund balances/net position, revenues, and expenditures of the Authority only.

An independent financial audit of the Rocklin Public Financing Authority, performed by the auditing firm of Chavan & Associates, LLP for the year ended June 30, 2023, has been completed. The Basic Financial Statements of the Rocklin Public Financing Authority, for the year ended June 30, 2023, have been prepared. Chavan & Associates, LLP has issued an unqualified ("clean") auditor's opinion.

As required, the Audited Basic Financial Statements for the Year Ended June 30, 2023 is now presented to the Rocklin Public Financing Authority Board, for acceptance by resolution.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - RPFA Financials 2023

RESOLUTION NO. 2024- PFA

RESOLUTION OF THE ROCKLIN PUBLIC FINANCING AUTHORITY
ACCEPTING THE AUDITED BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

WHEREAS, the Joint Exercise of Powers Act, California Government Code Title 1, Division 7, Chapter 5, requires an annual audit of joint powers authorities and preparation of a report; and

WHEREAS, Chavan & Associates LLP performed an independent audit of the Rocklin Public Financing Authority for the year ended June 30, 2023, and prepared Basic Financial Statements of the Rocklin Public Financing Authority; and

WHEREAS, Chavan & Associates LLP has issued an unqualified ("clean") auditor's opionion.

NOW, THEREFORE, BE IT RESOLVED by the Rocklin Public Financing Authority as follows:

Section 1. The audited Basic Financial Statements for the Rocklin Public Financing Authority for fiscal year ended June 30, 2023, attached hereto as Exhibit "A," are accepted.

PASSED AND ADOPTED this 27th day of February, 2024, by the following vote:

AYES: Members:

NOES: Members:

ABSENT: Members:

ABSTAIN: Members:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Signh, City Clerk

ROCKLIN PUBLIC FINANCING AUTHORITY

AUDITED FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

Chavan & Associates, LLP
Certified Public Accountants
15105 Concord Circle, Ste. 130
Morgan Hill, CA 95037

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FINANCIAL SECTION

Chavan and Associates, llp
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the
Rocklin Public Financing Authority
Rocklin, California

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities of the Rocklin Public Financing Authority (the "Authority"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Authority, as of June 30, 2023 and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of a Matter

Deficit Net Position

As of June 30, 2023, the Authority's net position in its Government-wide financial statements was reported at a deficit mostly because of long-term liabilities as reported in Note 3 and deferred gains from the defeasance of long-term debt. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Authority's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAGAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of

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management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Prior-Year Comparative Information

We have previously audited the Authority's June 30, 2022 financial statements, and we expressed unmodified audit opinions on the respective financial statements in our report dated December 30, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2023, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

C & A LLP

November 30, 2023
Morgan Hill, California

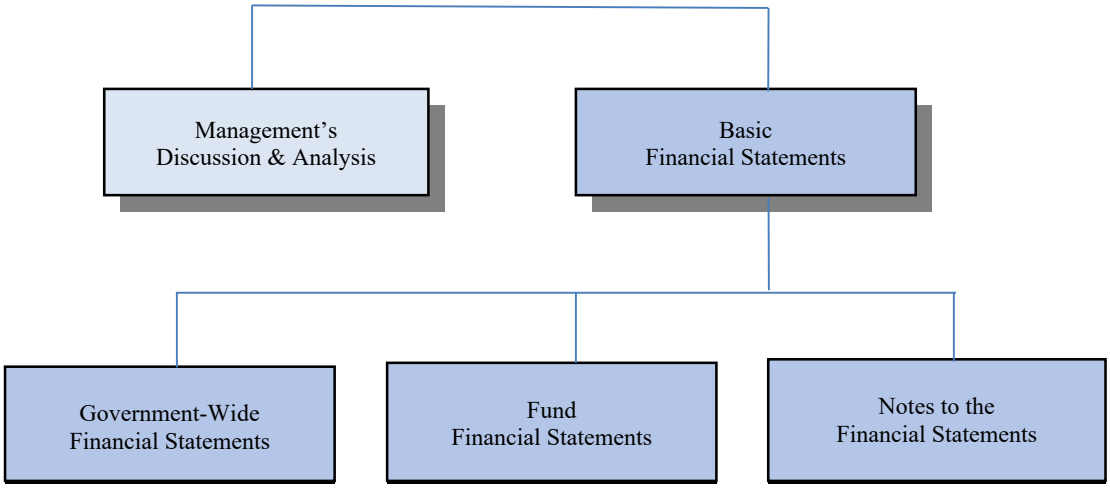
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MANAGEMENT'S DISCUSSION AND ANALYSIS

INTRODUCTION

The Management's Discussion and Analysis (MD&A) is an integral component of the Authority's Annual Financial Report, as shown in the overview below. The purpose of the MD&A is to present a discussion and analysis of the Authority's financial performance for the fiscal year ended on June 30, 2023. This information, presented in conjunction with the Basic Financial Statements, is intended to provide a comprehensive understanding of the Authority's operations and financial standing.

Required Components of the Annual Financial Report



THE BASIC FINANCIAL STATEMENTS

The Basic Financial Statements are comprised of 1) Government-wide (Authority-wide) Financial Statements, and; 2) Fund Financial Statements. These two sets of financial statements provide the reader two different perspectives of the Authority's financial activities and financial position.

Government-wide Financial Statements provide a longer-term view of the Authority's activities as a whole, and comprise the *Statement of Net Position* and the *Statement of Activities*. The *Statement of Net Position* provides information about the financial position of the Authority as a whole, including all its capital assets and long-term liabilities on a full accrual basis, similar to that used by corporations. The *Statement of Activities* provides information about all the Authority's revenues and its expenses, also on a full accrual basis, with the emphasis on measuring net revenues and/or expenses for each of the Authority's programs. The *Statement of Activities* explains in detail the change in Net Position for the fiscal year.

All of the Authority's activities are required to be grouped into government activities and business-type activities. The entire amount in the *Statement of Net Position* and the *Statement of Activities* are also required to be separated into governmental activities or business-type activities in order to distinguish between these two types of activities of the Authority.

Fund Financial Statements report the Authority's operations in more detail than the government-wide statements and focus primarily on the short-term activities of the Authority's general fund and other major funds. The Fund Financial Statements measure only current revenues and expenditures and fund balances; they exclude capital assets, long-term debt, and other long-term amounts.

NOTES TO THE FINANCIAL STATEMENTS

Notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found immediately following the fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following table summarized the Authority's ending net position:

Table 1 - Net Position

	Governmental Activities		Dollar	Percent
	2023	2022	Change	Change
Assets				
Current	$ 1,602,199	$ 2,088,247	$ (486,048)	-23.3%
Total Assets	$ 1,602,199	$ 2,088,247	$ (486,048)	-23.3%
Liabilities				
Current	$ 508,623	$ 501,348	$ 7,275	1.5%
Noncurrent liabilities	1,029,183	1,526,806	(497,623)	-32.6%
Total Liabilities	$ 1,537,806	$ 2,028,154	$ (490,348)	-24.2%
Deferred Inflows of Resources	$ 884,408	$ 1,105,511	$ (221,103)	-20.0%
Net Position				
Restricted	$ 68,193	$ 68,025	$ 168	0.2%
Unrestricted	(888,208)	(1,113,443)	225,235	20.2%
Total Net Position	$ (820,015)	$ (1,045,418)	$ 225,403	21.6%

The changes in current assets, total liabilities and deferred inflow of resources were the results of scheduled debt service payments and the amortization of deferred gains from defeasance.

GOVERNMENTAL ACTIVITIES

An analysis of the changes in revenues, special items, and expenses by type of significant events follows:

Table 2 - Statement of Changes in Net Position

Functions/Programs	Governmental Activities 2023	Governmental Activities 2022	Dollar Change	Percent Change
General Revenues and Special Items				
Investment earnings	$ 260,341	$ 271,630	$ (11,289)	-4.2%
Total General Revenues and Special Items	260,341	271,630	(11,289)	-4.2%
Expenses				
Interest and fiscal charges	34,938	46,357	(11,419)	-24.6%
Total Expenses	34,938	46,357	(11,419)	-24.6%
Increase / (Decrease) in Net Position	225,403	225,273	130	-0.1%
Net Position, Beginning of Year	(1,045,418)	(1,270,691)	225,273	-17.7%
Net Position, End of Year	$ (820,015)	$ (1,045,418)	$ 225,403	-21.6%

Significant changes in governmental revenues consisted of the following:

- Investment earnings accounted for 100% of all revenue. Interest rates on Authority investments are predetermined and, therefore, subject to limited interest rate risk, providing a stable revenue source for the Authority.

DEBT ADMINISTRATION

The following table summarizes the Authority's debt at the end of the year:

Table 3 - Long-Term Debt

	Governmental Activities 2023	Governmental Activities 2022	Dollar Change	% Change
Bank Loan -				
RPFA Refunding	$ 1,526,806	$ 2,013,154	$ (486,348)	-24.2%
Total Long-Term Debt	$ 1,526,806	$ 2,013,154	$ (486,348)	-24.2%

Additional detail and information on long-term debt activity is described in the notes to the financial statements (Note 3).

BUDGETARY HIGHLIGHTS

Changes from the Authority's original budget to the final budget are detailed in the Required Supplementary Information Section along with a comparison to actual activity for the year ended. Changes to the Authority's budget that increase appropriations in a fund must be approved by a resolution of the Board. Appropriations did not change during the year. The adopted and final expenditure budget was $525,400.

REQUEST FOR FINANCIAL INFORMATION

This financial report is designed to provide our customers and creditors a general overview of the Rocklin Public Financing Authority's finances and seeks to demonstrate the Authority's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Deputy Director of Administrative Services, 3970 Rocklin Road, Rocklin, California, 95677.

BASIC FINANCIAL STATEMENTS

Rocklin Public Financing Authority
Statement of Net Position
June 30, 2023
(With Comparative Totals for the Year Ended June 30, 2022)

	Governmental Activities	
	2023	2022
ASSETS		
Current Assets:		
Cash and investments	$ 7,200	$ 7,068
Restricted cash and investments	1,594,999	2,081,179
Total Assets	$ 1,602,199	$ 2,088,247
LIABILITIES		
Current Liabilities:		
Interest payable	$ 11,000	$ 15,000
Long-term debt - due within one year	497,623	486,348
Total Current Liabilities	508,623	501,348
Noncurrent Liabilities:		
Long-term debt - due after one year	1,029,183	1,526,806
Total Liabilities	$ 1,537,806	$ 2,028,154
DEFERRED INFLOWS OF RESOURCES		
Deferred Gain on Early Defeasance of Long-Term Debt	$ 884,408	$ 1,105,511
NET POSITION		
Restricted	$ 68,193	$ 68,025
Unrestricted	(888,208)	(1,113,443)
Total Net Position	$ (820,015)	$ (1,045,418)

The accompanying notes are an integral part of these financial statements.

Rocklin Public Financing Authority
Statement of Activities
For the year ended June 30, 2023
(With Comparative Totals for the Year Ended June 30, 2022)

Functions/Programs	Expenses	Net (Expense) Revenue and Change in Net Position 2023	2022
Governmental Activities			
Interest and fiscal charges	$ 34,938	$ (34,938)	$ (46,357)
Total Governmental Activities	$ 34,938	(34,938)	(46,357)
General Revenues:			
Investment earnings		260,341	271,630
Total General Revenues and Special Items		260,341	271,630
Change in Net Position		225,403	225,273
Net Position - Beginning of Year		(1,045,418)	(1,270,691)
Net Position - End of Year		$ (820,015)	$ (1,045,418)

The accompanying notes are an integral part of these financial statements.

Rocklin Public Financing Authority
Balance Sheet
Governmental Funds
June 30, 2023
(With Comparative Totals for the Year Ended June 30, 2022)

	2023	2022
ASSETS		
Cash and investments	$ 7,200	$ 7,068
Restricted cash and investments	1,594,999	2,081,179
Total assets	$ 1,602,199	$ 2,088,247
FUND BALANCE		
Restricted for debt service	$ 1,602,199	$ 2,088,247
Total fund balance	$ 1,602,199	$ 2,088,247

The accompanying notes are an integral part of these financial statements.

Rocklin Public Financing Authority
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position
June 30, 2023

Total Fund Balances - Total Governmental Funds	$	1,602,199
Amounts reported for governmental activities in the statement of net position were different because:		
Interest payable on long-term debt did not require current financial resources. Therefore, interest payable was not reported as a liability in Governmental Funds Balance Sheet.		(11,000)
Long-term debt defeasances are reported in the funds as other financing uses based on cash payments related to the repayment of debt. However, the difference between the refunded debt and the refunding debt is reported as a deferred gain or loss in the government-wide statement of net position.		(884,408)
Long-term obligations were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds Balance Sheet. The long-term liabilities were adjusted as follows:		
OPUS Bank Loan		(1,526,806)
Net Position of Governmental Activities	$	(820,015)

The accompanying notes are an integral part of these financial statements.

Rocklin Public Financing Authority
Statement of Revenues, Expenditures, and Changes in Fund Balances
For the year ended June 30, 2023
(With Comparative Totals for the Year Ended June 30, 2022)

	2023	2022
REVENUES		
Use of money and property	$ 39,238	$ 50,527
Total Revenues	39,238	50,527
EXPENDITURES		
Debt service:		
Principal	486,348	551,712
Interest and fiscal charges	38,938	50,357
Total Expenditures	525,286	602,069
Excess (Deficiency) of Revenues over Expenditures	(486,048)	(551,542)
Net Change in Fund Balances	(486,048)	(551,542)
Fund Balances Beginning	2,088,247	2,639,789
Fund Balances Ending	$ 1,602,199	$ 2,088,247

The accompanying notes are an integral part of these financial statements.

Rocklin Public Financing Authority

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Government-Wide Statement of Activities

For the year ended June 30, 2023

Net Change in Fund Balances - Total Governmental Funds	$ (486,048)
Amounts reported for governmental activities in the Statement of Activities and Changes in net position were different because:	
Repayment of long-term debt was an expenditure in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of net position.	486,348
In governmental funds, deferred gain on early retirement of long-term debt is recognized as other finances uses. In the government-wide statements, the deferred gain on early retirement of long-term debt is amortized over the life of the debt. The difference between other financing uses and amortization is:	221,103
Interest expense on long-term debt was reported in the Government-Wide Statement of Activities and Changes in net position, but it did not require the use of current financial resources. Therefore, interest expense was not reported as expenditures in governmental funds. The following amount represented the net change in accrued interest from from prior year.	4,000
Change in Net Position of Governmental Activities	$ 225,403

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

On December 13, 1994, pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, the City of Rocklin (City) authorized the formation of a joint powers authority with the former Rocklin Redevelopment Agency to be known as the Rocklin Public Financing Authority (Authority).

The Authority is governed by a Board consisting of members of the City Council. Oversight responsibility, the ability to conduct independent financial affairs, issue debt instruments, approve budgets, and otherwise influence operations and account for fiscal matters is exercised by the Authority's governing board. The Authority is a blended component unit of the City for financial reporting purposes and the accompanying basic financial statements reflect the assets, liabilities, fund balances/net position, revenues, and expenditures/expenses of the Authority only.

The basic financial statements of the Authority have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Boards (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the Authority's accounting policies are described below.

A. Financial Reporting Entity

As defined by GASB Statement No. 39, *The Financial Reporting Entity*, the Authority is not financially accountable for any other entity other than itself, nor are there any other entities for which the nature and significance of their relationship with the Authority are such that exclusion would cause the Authority's financial statements to be misleading or incomplete.

B. Basis of Presentation, Accounting and Measurement Focus

The accounts of the Authority are organized and accounted for in a governmental type debt service fund, which is considered a separate accounting entity. This debt service fund was established to account for the debt service activity of the Public Financing authority. The operations of a fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in a fund based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The Authority's government-wide financial statements include a *Statement of Net Position* and a *Statement of Activities*. These statements present summaries of governmental activities for the Authority.

These statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the Authority's assets, deferred outflows of resources, liabilities, deferred inflows of resources (including capital assets, as well as infrastructure assets, and long-term liabilities), are included in the accompanying *Statement of Net Position*, as applicable. The *Statement of Activities* presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those clearly identifiable with a specific function or segment.

Governmental Fund Financial Statements

Governmental fund financial statements include a *Balance Sheet* and a *Statement of Revenues, Expenditures and Changes in Fund Balances* for the Authority's one major governmental fund. An accompanying schedule is presented to reconcile and explain the differences in fund balance as presented in these statements to the net position presented in the government-wide financial statements.

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are included on the balance sheets, as applicable. The *Statement of Revenues, Expenditures and Changes in Fund Balances* present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (up to 60 days after year-end) are recognized when due. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Unearned revenues arise when potential revenues do not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when the government receives resources before it has a legal claim to them, as when grant monies are received prior to incurring qualifying expenditures. In subsequent periods when both revenue recognition criteria are met or when the government has a legal claim to the resources, the unearned revenue is removed from the combined balance sheet and revenue is recognized.

C. Cash Deposits and Investments

For the purposes of the Statement of Net Position, "cash and investments" includes all demand, savings accounts, and certificates of deposits, or short-term investments with an original maturity of three months or less.

The City has oversight responsibility for all Authority cash and investments.

The California Government Code requires California banks and savings and loan associations to secure government cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral is considered to be held in the government's name.

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. In determining this amount, three valuation techniques are available:

- Market approach - This approach uses prices generated for identical or similar assets or liabilities. The most common example is an investment in a public security traded in an active exchange such as the NYSE.
- Cost approach - This technique determines the amount required to replace the current asset. This approach may be ideal for valuing donations of capital assets or historical treasures.
- Income approach - This approach converts future amounts (such as cash flows) into a current discounted amount.

Each of these valuation techniques requires inputs to calculate a fair value. Observable inputs have been maximized in fair value measures, and unobservable inputs have been minimized

D. Deferred Outflows/Deferred Inflows

Deferred outflows of resources is a consumption of net position by the Authority that is applicable to a future reporting period; for example, prepaid items and deferred charges. Deferred inflows of resources is an acquisition of net position by the Authority that is applicable to a future reporting period; for example, advance collections or deferred gains from the early defeasance of long-term debt.

E. Interest Payable

In the government-wide financial statements, interest payable for long-term debt is recognized as an incurred liability. In the fund financial statements, governmental fund types do not recognize the interest payable when the liability is incurred. Interest on long-term debt is recorded in the fund statements when the payment is made.

F. Long-Term Debt

All long-term debt to be repaid from governmental resources is reported as liabilities in the government-wide statements. The Long-term debt consists of a bank loan from Pacific Premier Bank.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as revenue and payment of principal and interest reported as expenditures.

G. Fund Balances

In accordance with GASB Statement No. 54*, Fund Balance Reporting and Governmental Fund Type Definitions*, the Authority classifies governmental fund balances as follows:

Nonspendable
Nonspendable fund balance includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints.

Restricted
Restricted fund balance includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.

Committed
Committed fund balance includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision making authority and does not lapse at year-end. Committed fund balances are imposed by the Authority's governing board.

Assigned
Assigned fund balance includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund balance may be assigned by the Authority Manager.

Unassigned
The Unassigned fund balance category represents fund balance which may be held for specific types of uses or stabilization purposes, but is not yet directed to be used for a specific purpose. The detail of amounts reported for each of the above defined fund balance categories is reported in the governmental funds balance.

Flow Assumption / Spending Order Policy
When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, the Authority considers restricted funds to be spent first. When expenditures are incurred for which committed, assigned, or unassigned fund balances are available, the Authority considers amounts to be spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Authority's governing board has directed otherwise.

H. Net Position

In the government-wide financial statements, net position is classified in the following categories:

Net Investment in Capital Assets
This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvement of the assets. In addition, deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt also are included in the net investment in capital assets component of net position. The Authority did not report any capital assets at the end of the year.

Restricted Net Position
This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments. Certain proceeds from debt are reported as restricted net position because their use is limited by applicable debt or other covenants.

Unrestricted Net Position
This amount is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

The detail of amounts reported for each of the above defined net position categories is reported in the government-wide Statement of Net Position.

Use of Restricted/Unrestricted Net Position

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the Authority's policy is to apply restricted net position first.

I. Budgets

Budgets are prepared on the modified accrual basis of accounting, in which debt principal and interest, and capital assets acquired are recorded as expenditures and depreciation is not recorded.

The Authority follows these procedures in establishing the budgetary data reflected in the financial statements:

1. By May 15, management recommends to the Board a proposed operating budget for the year commencing July 1. The operating budget includes proposed expenditures and the means of financing them.
2. The budget is legally enacted through passage of a motion during a Board meeting prior to the commencement of the new fiscal year.
3. The Board approves all budget transfers and revisions.
4. Formal budgeting is employed as a management control device during the year.
5. Budgets for the Debt Service Fund are adopted on a basis consistent with accounting principles generally accepted in the United States (GAAP).

Budgeted amounts are as originally adopted or as amended by the Board. There were no amendments recorded for the fiscal year.

J. Use of Estimates

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

K. Comparative Data

Comparative data for the prior year has been presented in the accompanying financial statements in order to provide an understanding of changes in the government's financial position and operations.

L. Implemented Accounting Pronouncements

During the year, the Authority implemented *GASB Statement No. 96, Subscription-based Information Technology Arrangements. GASB Statement No. 96* is an accounting pronouncement issued by the Governmental Accounting Standards Board (GASB) that provides guidance on how the costs and investments for subscription-based information technology arrangements (SBITAs) are accounted for and disclosed by governmental entities. This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as

amended. As of June 30, 2023, the Authority did not identify any material SBITAs that were required to be reported under GASB 96.

M. Upcoming Accounting and Reporting Changes

The Authority is currently analyzing its accounting practices to determine the potential impact on the financial statements of the following recent GASB Statements:

GASB Statement No. 100, Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62, effective fiscal 2024.

This statement enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. GASB 100 also requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. And, GASB 100 addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI).

GASB Statement No. 101, Compensated Absences, effective fiscal 2025.

Updates the recognition and measurement guidance for compensated absences by:
1. Aligning the recognition and measurement guidance under a unified model
2. Amending certain previously required disclosures
3. Amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability
4. Supersedes GASB 16

NOTE 2 - CASH AND INVESTMENTS

As of June 30, 2023, cash and investments were reported in the financial statements as follows:

	Fair Value		Total Cash and
	Unrestricted	Restricted	Investments
Cash held with City of Rocklin	$ 7,200	$ -	$ 7,200
Bank money market accounts	-	68,193	68,193
Special assessment loan investments	-	1,526,806	1,526,806
Total cash and investments	$ 7,200	$ 1,594,999	$ 1,602,199

A. Cash Deposits

The California Government Code requires California banks and savings and loan associations to secure the Authority's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest, and places the Authority ahead of general creditors of the institution.

The market value of pledged securities must equal at least 110 percent of the Authority's cash deposits. California law also allows institutions to secure Authority deposits by pledging first trust deed mortgage notes that have a value of 150 percent of the Authority's total cash deposits. The Authority has waived the collateral requirements for cash deposits which are fully insured to $250,000 by the Federal Deposit Insurance Corporation (FDIC).

B. Safekeeping

Securities purchased from broker-dealers are held in third party safekeeping by the trust department of the broker-dealer or other designated third party trust in the Authority/City's name and control, whenever possible.

C. Investment

Loans to CFD's No. 6, No. 8 and No. 9 (special assessments) are investments of the Authority. The balance at June 30, 2023 was $1,526,806.

D. Investment Policies

Under the provisions of the Authority's investment policy, and in accordance with California Government Code, the following investments are authorized:

Category	Standard
U.S. Treasuries	No portfolio limit; 5 years max maturity
Federal Agencies	No portfolio limit; 20% max callable federal agency securities; 30% max per institution/issuer; 5 years max maturity
Supranational Obligations	"AA" rated or better by a NRSRO; 30% portfolio max; 10% max per institution/issuer; 5 years max maturity; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, or IADB; Eligible for purchase and sale within the U.S.
Municipal Securities (CA, Other States)	"A" rating category or better by a NRSRO; 30% portfolio max; 5% max per institution; 5 years max maturity
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% portfolio max; 5% max per institution/issuer; 5 years max maturity; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.
Mortgage-Backed Securities	"AA" rating category or better by a NRSRO; 20% portfolio max; 5% max per institution/issuer; 5 years max maturity; Mortgage Pass-Through Securities, Collateralized Mortgage Obligations, or Mortgage-Backed bonds

Category	Standard
Negotiable Certificates of Deposit (NCD)	The amount invested in NCDs subject to limitations of California Government Code; Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or better by a NRSRO; or long-term obligations rated "A" or its equivalent or better by a NRSRO; 30% portfolio max; 5% max per institution/ issuer; 5 years max maturity
Time Deposits (Non-negotiable CD/TD)	20% portfolio max; Max per institution/issuer limited to maximum covered under federal insurance; 5 years max maturity; Non-negotiable time deposits FDIC or collateralized in accordance with California Government Code and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)
Collateralized Bank Deposits	No portfolio limit; deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651
Banker's Acceptances	Short-term debt obligations "A-1" rating category or better by a NRSRO or long-term debt obligations "A" rating category or better by a NRSRO; 40% portfolio max; 5% max per institution/issuer; 180 days max maturity; Issued by prime money center banks
Commercial Paper	Issued by domestic corporation with assets >$500 million and having an "A-1" long-term rating or better by a NRSRO or if the issuer has other debt obligations, having an "A" long-term rating or better by a NRSRO; or Issuer organized in the U.S. as a special purpose corporation, trust, or limitied liability company with program-wide credit enhancements and an "A-1" rating or better by a NRSRO; 25% portfolio max; 5% max per institution/issuer; 10% max of the outstanding paper of the issuing corporation; 270 days maturity
Money Market Mutual Funds	20% portfolio max; 20% max per shares of any one Money Market Mutual Fund; Shares of beneficial interest issued by Mutual Funds and Money Market Funds; Companies shall either: (i) Attain highest rating by two NRSROs; or (ii) Have an investment adviser registered with SEC with > 5 years experience investing in securities as authorized by by California Government Code, Section 53601, inclusive and with AUM >$500 million; The purchase price of shares of Mutual Funds or Money Market Funds shall not include any commission that the companies may charge
Mutual Funds	20% portfolio max; 10% max per shares of any one mutual fund; Shares of beneficial interest issued by Mutual Funds and Money Market Funds; Companies shall either: (i) Attain highest rating by two NRSROs; or (ii) Have an investment adviser registered with SEC with > 5 years experience investing in securities as authorized by California Government Code, Section 53601 and with AUM >$500 million; Mutual Fund is SEC registered and met requirements of Rule 2a-7 of the Investment Company Act of 1940; The purchase price of shares of Mutual Funds or Money Market Funds shall not include any commission that the companies may charge
Local Agency Investment Fund (LAIF)	Maximum amount permitted by State law and LAIF
Local Government Investment Pools	25% portfolio max in the County Treasurer's Investment Pool
Repurchase Agreements	No portfolio limit; 1 year max maturity; 102% collateralized

E. Risk Disclosures

Interest Rate Risk
Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the term of an investment's maturity, the greater the sensitivity to changes in market interest rates.

Credit Risk
Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of an investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As of June 30, 2023, the Authority's investments were in compliance with the ratings required by the Authority's investment policy, indenture agreements and Government Code.

Concentrations of Credit Risk
The investment policy of the Authority contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. As of June 30, 2023, the Authority invested 1% of its cash in money market accounts with Pacific Premier Bank and 99% in special assessment debt.

Custodial Credit Risk
For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The California Government Code and the Authority's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools.

F. Fair Value Measurements

GASB 72 established a hierarchy of inputs to the valuation techniques above. This hierarchy has three levels:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 inputs are quoted market prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other than quoted prices that are not observable.
- Level 3 inputs are unobservable inputs, such as a property valuation or an appraisal.

In the table on page 22, money market accounts are valued using Level 2 inputs and special assessment bonds are valued using Level 1 inputs.

NOTE 3 - NONCURRENT LIABILTIIES

The Authority's noncurrent liabilities consisted of the following as of June 30, 2023:

Description	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Direct Borrowing:					
Pacific Premier Bank Loan - RPFA Refunding	$ 2,013,154	$ -	$ 486,348	$ 1,526,806	$ 497,623

Rocklin Public Finance Authority Bank Loan
On July 1, 2017, the City, on behalf of Community Facilities Districts (CFD) 6, 8 and 9, agreed to borrow from the Rocklin Public Financing Authority (Authority) an amount necessary to refund 1999 CFD special tax bonds and pledged the special tax revenues levied in each CFD to the Authority. In the 2017 Special Tax Revenue Refunding Loan Agreement, the Authority agrees to borrow from Bank, the funds necessary to refund the 1999 CFD special tax bonds and in turn, refund the Authority's 2003 refunding revenue bonds. The Bank loan is secured by a pledge of the revenues received by the Authority from the 2017 CFD loan payments. Bank has no remedy against the City if special taxpayers in the CFD's fail to make their payments. The loan was $5,000,077 at a fixed interest rate of 2.2% and matures on September 1, 2025. This loan was reported as City debt as required by GASB 62 and NCGA Statement 5. The refunding resulted in an economic gain of $1,989,923, which will be amortized over the life of the loan.

The annual debt service requirements on long-term debt is as follows:

Year Ending June 30,	Principal	Interest	Total
2024	$ 497,623	$ 28,116	$ 525,739
2025	508,181	17,052	525,233
2026	521,002	5,731	526,733
Total	$ 1,526,806	$ 50,899	$ 1,577,705

NOTE 4 - COMMITMENTS AND CONTINGENCIES

Lawsuits
The Authority could be exposed to certain matters of litigation that arise in the normal course of conducting Authority business. Management believes, based upon consultation with the Authority Attorney, that any cases, in the aggregate, would not be expected to result in a material adverse financial impact on the Authority.

OTHER INDEPENDENT AUDITOR'S REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of the
Rocklin Public Financing Authority
Rocklin, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Rocklin Public Financing Authority (the "Authority") as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated November 30, 2023.

Internal Control over Financial Reporting

Management is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion

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on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C & A LLP

November 30, 2023
Morgan Hill, California

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